



NORTHWEST MISSOURI STATE UNIVERSITY

Faculty Handbook

**Approved by Board of Regents TBD
Effective July 1, 2026**

Office of the Provost Northwest Missouri State University
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FACULTY HANDBOOK

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CHAPTER I INTRODUCTION

I. Purpose of the Faculty Handbook

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

II. Policy Library

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

III. Faculty Handbook Chapter II Revisions Process

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

A. Procedure for Provost and Committee Revisions

- i. The Provost will form a committee to revise Chapter II of the Handbook. The committee shall consist of eight members:
 - One representative from the Northwest Leadership Team (NLT)
 - One College Dean
 - Chair of the Faculty Welfare, Budget, and Finance Committee
 - One School Chair
 - One faculty member from each of the four colleges
- ii. At the first meeting, the committee will choose a chair.
- iii. The Provost will give the committee a written charge to consider areas of Chapter II of the Handbook for revision.
- iv. The committee will prepare a draft of the proposed revisions.
- v. The committee chair will share the draft with the President and the Provost.

- 50
- 51 vi. The committee chair will share the draft with the following groups to gain feedback and
- 52 work to consensus:
- 53
- 54 a. Faculty Senate President and President-Elect
- 55 b. Faculty Welfare, Budget, and Finance Committee
- 56 c. College Deans
- 57
- 58 vii. Recommended revisions from the groups will be sent back the committee chair.
- 59
- 60 viii. The committee chair and the Provost will meet to discuss the recommended revisions and
- 61 will work to consensus.
- 62
- 63 ix. Repeat steps 6, 7 and 8 until there is consensus and a final draft.
- 64
- 65 x. The committee chair and the College Dean will conduct open forum(s) to share the final
- 66 draft with all faculty.
- 67
- 68 xi. The committee chair, College Dean, and the Provost will discuss questions raised at the
- 69 forum(s).
- 70
- 71 xii. The Provost will send the final draft to the President and legal counsel for review. The
- 72 Provost will communicate any changes to the committee.
- 73
- 74 xiii. The committee will conduct a vote for all full-time faculty members to endorse the final
- 75 draft.
- 76
- 77 xiv. The Provost will submit the final draft to the Board of Regents for approval.

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CHAPTER II FACULTY EMPLOYMENT POLICIES

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I. Introduction

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

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

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

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

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A. Search and Selection

The President, in consultation with the Provost, is responsible for the review and authorization of overall staffing resources. Vacancies within schools always return to the University for possible reallocation or elimination. The school carries out the faculty search process in consultation with the College Dean/Provost. In order to maintain a rigorous process that results in hiring the best candidate for a particular position in the school, and university, the school may bring to campus or interview in virtual formats candidates before a hiring decision is made, if approved by the Provost.

127 B. Offer of Employment
128

129 Offers of employment will be made in writing. No contract is valid or binding on the University
130 unless in writing and signed by the President (or an authorized designee) and ratified by the
131 Board of Regents.
132

133 C. Types of Faculty Employment Contracts
134

135 There are five types of faculty contracts: term, non-tenure, tenure-track, tenure, and terminal
136 one-year. The following provisions apply based on the “Type of Contract” indicated in the
137 faculty member’s Faculty Employment Contract.
138

139 i. Term
140

141 A term contract for non-ranked faculty employed for a special need for a school year,
142 semester or shorter period, such as a seven-week block, as indicated in the Faculty
143 Employment Contract. Term contracts are not automatically renewed and expire as
144 indicated therein. The University is not required to notify the term faculty member of non-
145 renewal of the contract.
146

147 ii. Non-Tenure
148

149 A non-tenure contract is generally for titled faculty but may be utilized for ranked faculty
150 employed for a designated period. A non-tenure contract does not require notice of non-
151 renewal. Appointments to positions and promises concerning future appointments, salary
152 increases, parameters of work, and other duties as assigned by the School Chair are not
153 binding upon the University unless made in writing executed by the Provost and approved
154 by the President and the Board of Regents. Time accrued on a non-tenure contract does
155 not count as credit towards tenure, although such credit may be given if agreed to in
156 writing and approved by the Provost, President, and Board of Regents.
157

158 iii. Tenure-Track
159

160 A tenure-track contract is for employment of a ranked faculty member with a terminal
161 degree who shall be considered for tenure pursuant to the tenure process and criteria for
162 tenure and promotion set forth in this chapter when all conditions for consideration for
163 tenure have been met.
164

165 iv. Tenure
166

167 A contract with tenure is for employment of a ranked faculty member confirming that they
168 have met conditions required for tenure as defined in the section entitled “Criteria for
169 Tenure and Promotion” and the Board of Regents has granted tenure to said faculty
170 member.
171

172 a. Definition of Tenure
173

174 Tenure is an arrangement under which a faculty appointment is continued until the
175 faculty member resigns, retires, is discharged for cause, is laid off pursuant to a

176 reduction in force, becomes unable to perform the essential functions of the job (in
177 the case of a faculty member’s disability, the University will consider available
178 reasonable accommodations as required by law), or the tenure is terminable as
179 otherwise authorized by this handbook.
180

181 v. Terminal One-Year

182
183 A terminal one-year non-renewable contract is for employment of a faculty member who
184 has been on tenure-track (including years granted toward tenure) for at least three years
185 but no more than six years and is notified by February 1 that their tenure-track contract
186 will not be renewed.
187

188 The term “terminal one-year non-renewable contract” as used in this chapter shall not
189 prevent Northwest, in its sole discretion, from retaining a faculty member as a titled
190 faculty on a term contract at any rate deemed appropriate by Northwest.
191

192 D. Types of Faculty

193
194 There are two types of faculty at Northwest: titled faculty and ranked faculty. Titled faculty are
195 not eligible for the tenure-track and receive either term or non-tenure contracts. Ranked faculty
196 are contracted either on the non-tenure or tenure-track or have already achieved tenure.
197 Administrative officers may be considered ranked faculty. Ranked faculty may be full-time or
198 part-time. Academic credentials required for each title or rank are established in accordance with
199 national accreditation standards.
200

201 i. Definition of Full-Time and Part-Time Faculty

202
203 a. Titled Faculty

204
205 1. Full-Time Titled Faculty

206
207 Full-time titled faculty are those appointed to teach 24-26 hours per nine-
208 month contract, except for the Online Lecturer position which will teach
209 30-32 hours per twelve-month contract. They are eligible to receive
210 faculty development benefits and educational leave subject to conditions
211 defined in this chapter. They may vote in faculty governance matters,
212 unless prohibited by the faculty governing unit.
213

214 2. Part-Time Titled Faculty

215
216 A part-time titled faculty member is a person whose obligations constitute
217 less than 24-26 credit hours per nine-month contract. Benefits to these
218 faculty members are in accordance with current university practice. With
219 regard to faculty governance, any voting rights and representation are
220 determined by Faculty Senate and the Faculty Constitution.
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b. Ranked Faculty

1. Full-Time Ranked Faculty

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 workload of 24-26 credit hours per nine-month contract year (see [Teaching and Professional Development](#) below).

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. Part-Time Ranked Faculty

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 workload. Benefits to these faculty members are in accordance with current university practice. With regard to faculty governance, any voting rights and representation are determined by Faculty Senate and the Faculty Constitution.

II. General Information for All Faculty

A. Faculty Development

i. Orientation Process

The faculty orientation process introduces new faculty into the Northwest culture. New faculty members are presented with an overview of their school, college, and the University, and the important role they are expected to play in each. The faculty member must participate in the orientation process. The School Chair and members of the school will assist the new faculty member in is process. The School Chair will visit with the new faculty member periodically to make sure that they are receiving adequate or appropriate mentoring.

ii. Professional Development

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

274 iii. Faculty Annual Evaluation

275
276 a. The Process

277
278 Northwest’s annual faculty evaluation process is based on the premise that quality
279 instructional programs are enhanced when evaluation focuses on individual and
280 team accomplishments and strategies for continuous improvement. The
281 performance of all faculty is evaluated in accord with their school, discipline,
282 rank/title, and assignment. The school is responsible for maintaining and updating
283 a clear set of expectations based on the evaluation criteria outlined in this chapter.
284 Faculty evaluation is based on the school’s formal criteria for teaching and
285 professional development, scholarship/creative activities (as appropriate to the
286 faculty position), and service and student support (as noted in [Additional](#)
287 [Evaluation Issues](#) below). The faculty member must demonstrate that they have
288 met or exceeded the criteria. The percentages that may be applied toward teaching
289 and professional development, scholarship/creative activities, and service and
290 student support are set and communicated in writing by the faculty member as
291 approved by the School Chair.

292
293 b. Administration of the Evaluation of Faculty

294
295 The School Chair, in consultation with the College Dean, is responsible for the
296 evaluation of faculty members. The School Chair’s evaluation may include
297 consultation with peers and visits to classes taught as a part of the review process
298 and will consider student opinion of teaching effectiveness and other materials the
299 faculty member may wish to include. Documentation relating to the faculty
300 evaluations will be filed in the Office of the Provost.

301
302 c. Additional Evaluation Issues

303
304 1. Schools have the responsibility to develop and assign the range of weights
305 to the criteria for each of the areas in which a faculty member will be
306 evaluated. The criteria and weights must reflect the mission of the school as
307 well as future directions for faculty growth. Schools will be responsible for
308 reviewing, modifying and enhancing the quality of their evaluation criteria
309 on an annual basis and will submit any changes made to the College Dean
310 and/or Provost for approval. Modifications take effect in the following
311 academic year.

312
313 2. These criteria will guide the assessment of performance of the faculty
314 members evaluated.

315
316 3. School evaluation procedures must include a self-evaluation component.

317
318 4. The evaluation process will recognize the differences in responsibilities
319 for faculty operating pursuant to different types of contracts. Tenure-track
320 and tenured faculty will be evaluated on their performance in the areas of
321 teaching and professional development, scholarship/creative activities, and
322 service and student support. Faculty members holding non-tenure contracts

323 will be evaluated on their performance in the areas of teaching and
324 professional development and service and student support. Faculty members
325 holding term contracts may have all of their contract responsibilities in the
326 areas of teaching/professional development and will be evaluated
327 accordingly.

328
329 5. Faculty shall establish professional goals at the beginning of each
330 evaluation year in consultation with their School Chair. Percentages devoted
331 to each workload category (i.e., teaching and professional development,
332 scholarship/creative activities, and service and student support) are
333 determined and a list of individual goals is created in the context of school,
334 college, and university goals.

335
336 6. Students evaluate all courses in which they are enrolled. Course
337 evaluations in courses with five or more students will be included in the
338 evaluation of faculty.

339
340 7. Student course evaluation results are used as one part of the discussion
341 with the School Chair to allow faculty members to analyze their strengths
342 and weaknesses and develop strategies for improvement; to evaluate faculty
343 teaching for tenure and promotion decisions; and, aggregated with other
344 faculty member results, to track teaching performance at the School Chair
345 and college levels.

346
347 8. Each full-time and part-time faculty member will receive an annual
348 evaluation regarding their performance at Northwest. This evaluation shall
349 include a conference with the School Chair at which time the faculty
350 member's effectiveness relative to the evaluation criteria and goals are
351 articulated and discussed.

352
353 9. Faculty members who have administrative responsibilities will be
354 evaluated as an administrator by their supervisor for that portion of their
355 workload. The minimum percentages for teaching and professional
356 development, scholarship/creative activities, service and student support
357 may be reduced within the school plans to account for an administrative
358 load.

359
360 10. During the first semester of a faculty member's first year of
361 employment, the School Chair with the new faculty member will review in
362 detail the school's faculty evaluation criteria.

363 364 B. Faculty-to-Faculty Mentorship

365
366 Each new faculty member will be assigned a mentor, from within or outside the faculty
367 member's school. A faculty mentor's duties may include advice on instruction, advisement,
368 scholarship/creative activities, service and student support, tenure and promotion, yearly
369 evaluation, Third- and Fifth-Year reviews, as well as other institutional procedures and
370 processes. The School Chair, members of the school, and designated mentor will assist the new
371 faculty member within the guidelines of the mentorship program directed by the Provost.

372 C. Faculty Leaves

373
374 i. Sabbaticals

375
376 To be eligible for funding, sabbatical leaves must have the potential to contribute tangibly
377 to a faculty member's professional development and/or university goals. The number of
378 leaves with salary granted during any one year will be determined by the budget and
379 actions of the Provost, President, and Board of Regents. Sabbatical leaves will be
380 considered under the following guidelines:

- 381
382 a. Full-time faculty must have served at Northwest for at least three full years at
383 rank to be eligible for a sabbatical. Titled faculty members are not eligible for
384 sabbatical leaves.
- 385
386 b. Applications are submitted to the faculty member's School Chair, College
387 Dean, and the Provost on or before November 20 of the academic year prior to the
388 year for which the leave is requested. Each application will be reviewed by the
389 faculty member's School Chair, College Dean, and the Provost. A detailed
390 statement of the purpose of the leave and projected outcomes must be included in
391 the application. All applicants will be notified in writing of the final decision
392 regarding their applications by the Provost.
- 393
394 c. Sabbatical leaves are not an entitlement; they are granted for purposes that
395 enhance attainment of the University's mission and advance the individual faculty
396 member's professional growth. Following the sabbatical leave, the faculty
397 member will submit to the Provost and their School Chair and College Dean a
398 report of professional activities while on leave. In addition, the faculty member,
399 upon the completion of the sabbatical, will be responsible for presenting their
400 findings to the University at large and to other interested parties.
- 401
402 d. Sabbatical leaves are not granted to pursue advanced degrees.
- 403
404 e. Sabbatical leave for one-half of the academic year is compensated at full salary.
405 Sabbatical leave for the entire academic year is compensated at 50% of the faculty
406 member's annual salary. Faculty members on sabbatical leave will participate in
407 the retirement program and will have their fringe benefits paid by the University
408 at the same rate as if they were not on leave.
- 409
410 f. In computing years of service that apply toward eligibility for promotion and
411 salary consideration, the time spent on sabbatical leave will be counted as full-
412 time service.
- 413
414 g. Faculty members on leave will be evaluated in accord with their agreed upon
415 assignment during the leave period.
- 416
417 h. Faculty granted a sabbatical leave with pay shall agree to serve at least two
418 more consecutive academic years on the faculty of Northwest and will be required
419 to sign legal documents assuring fulfillment of this commitment. Faculty who
420 leave prior to the two consecutive academic years are responsible for reimbursing

421 a portion of their pay prorated to the length of the commitment of which they are
422 opting out.

423
424 i. The Provost, the President, and the Board of Regents reserve the right in their
425 sole discretion to refuse a request for leave.

426
427 ii. Educational Leaves

428
429 Only full-time, ranked faculty, Instructors, and Senior Instructors are eligible for
430 educational leave. Leaves for ranked faculty members to return to graduate school to
431 work toward an advanced degree require a positive recommendation by the Provost,
432 President, and Board of Regents approval. The number of educational leaves granted
433 during any one year will be determined by the budget and actions of the Provost,
434 President, and Board of Regents. The Provost, President, and Board of Regents reserves
435 the right to refuse to grant a leave request. Educational leaves are subject to the following
436 guidelines:

437
438 a. In recognition of at least three years of continuous service, ranked faculty,
439 Instructors, and Senior Instructors may be granted educational leave not to exceed
440 the equivalent of one academic year. Applications for extensions without pay may
441 be considered.

442
443 b. Applications for educational leaves shall be submitted no later than November
444 20 of the year prior to the academic year for which the leave is requested. A
445 detailed statement of the purpose of the leave which will include the name of the
446 institution to be attended and a statement of anticipated progress toward
447 degree/program completion to be made during the period of the leave must be
448 attached to the application. All applicants will be notified in writing of the final
449 decision.

450
451 c. The purpose of the leave must be for attendance at an accredited institution of
452 higher learning or otherwise adding to one's professional competence or
453 usefulness in a manner approved by the President or their designee. When a
454 faculty member is granted a leave for the purpose of attending an institution of
455 higher learning, the faculty member must enroll on a full-time basis.

456
457 d. Educational leave is compensated at 50% of the faculty member's annual
458 salary. Faculty members on educational leave will participate in the retirement
459 program and will have their fringe benefits paid by the University at the same rate
460 as if they were not on leave.

461
462 e. In computing years of service that will apply toward eligibility for promotion,
463 tenure and salary considerations, time spent on educational leave will be counted
464 if approved by the Provost. Maximum credit to be received will be one year.

465
466 f. Faculty members on leave will be evaluated in accord with their agreed upon
467 assignment during the leave period.

468
469

470 g. The faculty member granted an educational leave with pay shall agree to serve
471 at least two consecutive years after the leave concludes on the faculty of
472 Northwest and will be required to sign legal documents assuring this commitment.
473 Faculty who leave prior to the two consecutive academic years are responsible for
474 reimbursing a portion of their pay prorated to the length of the commitment of
475 which they are opting out.
476

477 iii. Exchange Leaves
478

479 Full-time, ranked faculty members may apply for leave for the purpose of exchanging
480 positions with a faculty member at another institution. Titled faculty are not eligible for
481 exchange leaves. The number of exchange leaves granted during any one year will be
482 determined by the budget and actions of the Provost, President, and Board of Regents.
483 The Provost, President, and Board of Regents reserves the right to refuse a leave request.
484 Exchange leaves are subject to the following guidelines:
485

486 a. Any exchange leave, when agreed to by the institution and the individual
487 involved, is to be granted for purposes that will enhance the University and the
488 development of the faculty member.
489

490 b. The Provost may commit the University to assist the faculty member with
491 travel expenses incurred because of the exchange. This policy does not cover
492 moving expenses.
493

494 c. In computing years of service that will apply toward eligibility for tenure and
495 promotion, and salary considerations, time spent on exchange leave will be
496 counted if recommended by the Provost and President and approved by the Board
497 of Regents. Maximum credit to be received will be one year.
498

499 d. Faculty members on leave will be evaluated in accord with their agreed
500 assignment during the leave period and payment terms will be set at the discretion
501 of the Provost and the Office of Human Resources.
502

503 iv. Leaves without Pay
504

505 a. Leave of Absence not previously addressed
506

507 Full-time faculty members who have been at the University for a minimum of
508 three years may request a leave of absence without pay. Such absences must be
509 approved in advance by the Provost and may be denied by the Board of Regents.
510

511 A leave of absence may be for a specified period of time, at the discretion of the
512 University. Failure to return to work on the first scheduled working day following
513 a specified period of leave of absence may result in termination of employment as
514 of the last day actually worked. Returning to work from an indefinite leave of
515 absence requires the prior approval of the University.
516

517 During the period of absence, the University will pay insurance costs as though
518 the employee was actively working. If the employee is carrying extended

519 coverage or family benefits, arrangements must be made with the Vice President
520 of Culture to pay these costs directly to the University. An employee who does
521 not return from a leave of absence agrees to repay the University for the cost of
522 benefits during the leave as specified in the contract providing for the leave of
523 absence. Sick leave benefits will not accrue during unpaid leaves.

524
525 v. Additional Leaves

526
527 The University sets forth its policies on other legally authorized leaves of absence
528 elsewhere as described in the Employee Handbook.

529
530 D. Faculty Advisory Committee on Tenure and Promotion

531
532 This committee is charged with the responsibility of making advisory recommendations to the
533 Provost on all applications for tenure and promotion. These recommendations are advisory only
534 and are not binding on the Provost, the President or the Board of Regents.

535
536 i. Eligibility and Structure

537
538 Tenured Professors who are not School Chairs, Associate Provosts, or College Deans are
539 eligible to serve. The term of service on the committee is two years. The committee will
540 include one faculty member from each of the eleven academic schools. Elections are
541 staggered so that half of the committee membership is new each year. The Provost will
542 serve as an ex officio member and as chair. The EEO officer has the authority to order a
543 revote if the elected committee is not representative of the faculty demographics.

544
545 ii. Election Procedures

546
547 As the two-year terms of present members expire, each school with eligible faculty
548 members will nominate up to two eligible tenured Professors on the date indicated in the
549 Faculty Senate Constitution and By-laws. The results shall be forwarded to the Faculty
550 Senate President.

551
552 The Faculty Senate will conduct elections by the date indicated in the Faculty Senate
553 constitution and by-law of the persons to succeed faculty whose terms have expired on
554 the Committee. The President of the Faculty Senate will forward the results of the
555 elections to the Provost on or before the last class day of the spring term.

556
557 In the event of a tie, a run-off election will be conducted. In the event of a committee
558 vacancy, the faculty member receiving the next highest number of votes in each school
559 with the vacancy will be selected to serve out the remainder of the term.

560
561 iii. Guidelines

562
563 The following principles are to guide the deliberations of the Faculty Advisory
564 Committee on Tenure and Promotion and must be set forth in its initial meeting:

565
566
567

568 a. All deliberations of the committee shall be confidential as allowed by law,
569 including the names of those who are applying for tenure and promotion. Only the
570 number of candidates applying for each rank is to be made public knowledge.

571
572 b. The only criteria relevant to the discussion of suitability for tenure and
573 promotion are those stated in this chapter.

574
575 c. The committee will be allowed to review the applications for tenure and
576 promotion, but those files along with the files of the committee members must
577 remain in the custody of the Provost's Office.

578
579 d. The overall suitability for tenure and promotion will be expressed by secret
580 ballot for each candidate. A count of ballots will be made immediately after each
581 vote and shared with the committee. A simple majority vote is required to indicate
582 approval by the committee. The Provost will retain the ballots. In the case of a tie
583 vote, the applicant will not be recommended for promotion. All votes on
584 candidates considered by the committee will be recorded Yea/Nay and forwarded
585 along with recommendations to the Provost, President, and Board of
586 Regents.

587 588 E. Separation from the University

589 i. Resignation

590 Any faculty member who desires to terminate their employment should present a written
591 resignation to the Provost prior to the commencement of the next academic year.

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

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

595
596 During the first year of employment, notification of non-renewal shall be given in writing
597 on or before March 1.

598
599 During the second and third year of employment, notification of non-renewal shall be
600 given in writing on or before February 1.

601
602 After the third year of employment, notification of non-renewal shall be given in writing
603 on or before February 1, in which case a terminal one-year non-renewable contract may
604 be offered.

605 606 iii. Termination or Suspension for Cause During the Contract Period (i.e., Termination 607 "For Cause")

608
609 The following provisions apply regarding the termination or suspension of faculty during
610 the period of their contract. No faculty member will be so removed except "for Cause,"
611 which is defined as incompetency, neglect, inability, or refusal to perform their duties,
612 dishonesty, drunkenness, or immoral conduct. Such "Cause" may be found in, but is not
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necessarily limited to, violation of Faculty Handbook or other university policy or violation of the law in connection with the performance of duties with the University. Tenure-track and tenured faculty members will not be removed until after ten academic days' notice (an "academic day" is defined as a regularly scheduled day of instruction at the University), in writing, stating the nature and causes of termination. The tenure-track or tenured faculty member will have the opportunity to present a defense to the Board of Regents with or without counsel and be allowed to introduce testimony that will be heard and ruled upon by the Board of Regents as detailed in the procedure below. Term and non-tenure track faculty may be removed immediately upon written notice. That decision shall be final.

A relevant job-related conviction or guilty plea is grounds for termination of employment or non-selection of a candidate. Convictions and guilty pleas include all 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 where frequency or conditions warrant.

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

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

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

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

If the tenure-track or tenured faculty member requests a hearing within ten academic days of notification, the Faculty Hearing Committee will meet within five working days, consistent with allowing the President or their representative and the accused faculty member time to gather evidence, including witnesses, to substantiate or refute the

666 charges. (See the [Appeals Procedure](#) for more details regarding the Faculty Hearing
667 Committee.) If no request for a hearing is made within ten academic days, the matter is
668 deemed final and there will be no further right of hearing or appeal. The tenure-track or
669 tenured faculty member's contract will be deemed terminated and their salary will be
670 discontinued.

671
672 If the request is made within ten academic days, the Faculty Hearing Committee will hear
673 the issues and make recommendations to the President and the faculty member relative to
674 its findings. Only the President can release results of the Faculty Hearing Committee.
675 No tenure-track or tenured faculty member may have their case heard by the Board of
676 Regents until after their case has been heard by the Faculty Hearing Committee and its
677 recommendations or findings made known to both the President or their authorized
678 representative and the faculty member. Within five days after the Committee's delivery
679 of its report, such faculty member may choose to appeal to the Board of Regents for a
680 final decision. The recommendations or findings of the Faculty Hearing Committee are
681 advisory to the President and the Board. The Board has sole and final authority in all
682 decisions regarding dismissal or suspension of the faculty member.

683
684 The University may extend any deadline in this "Termination or Suspension for Cause
685 During the Contract Period" section, in its sole discretion, for good cause.

686 687 F. Emeritus/a Faculty

688 689 i. Appointment to Emeritus/a Faculty

690
691 Northwest provides retired faculty the opportunity to be appointed to the title of
692 emeritus/a faculty upon approval from the Provost, President, and Board of Regents.
693 Faculty who are appointed to this title will be selected based upon their distinguished and
694 exemplary contributions to the University.

695 696 ii. Qualifications

697
698 Necessary qualifications are:

- 699
700 a. Faculty with at least 10 years of service who retire from Northwest with tenure
701 or at the title of Senior Instructor will be considered.
- 702
703 b. Any faculty with at least 15 years of full-time service who retire from
704 Northwest will also be eligible.

705 706 iii. The Process

707
708 The process to earn emeritus/a status is as follows:

- 709
710 a. The retired faculty member makes a request to their School Chair or a colleague
711 to nominate them for this status, or a colleague or School Chair requests
712 permission from the retired faculty to be nominated.

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- 715 b. The nominee will then provide the School Chair a copy of their most recent vita
716 and an application for emeritus/a status.
717
718 c. The School Chair will present the nomination to the faculty member's academic
719 school for a vote of support or non-support. All full-time faculty, excluding term
720 appointments, are eligible to vote.
721
722 d. The School Chair will submit to the College Dean a recommendation letter
723 indicating support or non-support of the nomination and will include the outcome
724 of the school vote.
725
726 e. The College Dean will submit to the Provost a recommendation letter indicating
727 support or non-support of the nomination and will include the School Chair
728 recommendation letter.
729
730 f. If the Provost supports the nomination, it will be forwarded to the President for
731 consideration.
732
733 g. If the President supports the nomination, it will then go to a vote of the Board of
734 Regents, who will bestow emeritus/a status on the retiring faculty member.
735
736 h. If the President does not support the nomination, the process will end.
737

738 G. Reduction in Force

739 Reduction in force is a mechanism of last resort.
740

741 Any decision resulting in the growth, realignment, or reduction of faculty must be guided by a
742 fundamental consideration for the well-being of the University as a whole. This consideration
743 includes providing services as mandated by the state legislature, maintaining sufficient financial
744 resources to continue operation, responding to the demands for higher education by the citizens
745 of Missouri, and maintaining sufficient standards to retain accreditation as a university.
746 Furthermore, as an aspect of maintaining the well-being of the University, program integrity
747 must be maintained by providing sufficient faculty resources to guarantee that instruction is
748 offered in subjects of highest need and demand. Although responsible safeguards for faculty
749 tenure and seniority must be provided, program integrity will be of paramount importance in
750 faculty reduction considerations.
751

752 Prior to the implementation of procedures of reduction, other remedies must be fully explored
753 and attempted. Examples of remedies include reduction through attrition, incentives for early
754 retirement, retraining of present faculty to teach in areas of higher demand or alternate
755 assignments including placement in administrative and staff positions, if possible by common
756 agreement between the faculty member and the University.
757

758 In the case of a general reduction of faculty numbers, as opposed to the elimination of a program
759 or school, final decisions must consider, in the following order, the well-being of the University,
760 program integrity, tenure, and the seniority of faculty defined by years of service.
761
762
763

764 The possibilities of early retirement must be explored before consideration is given to other
765 means of personnel reduction. No faculty member, however, should be forced to retire early in
766 order to achieve a reduction in force. Tenured faculty may be assigned to other academic,
767 administrative or staff positions needing personnel when the faculty member's qualifications
768 meet or exceed those required by the position. Salary and other considerations of employment
769 will not exceed those normally associated with the administrative or staff position. If the
770 reappointment is to an internal academic position, the rank of the transferred faculty member will
771 not change.

772
773 If after consultation with the Provost, College Dean and School Chair, the President determines
774 that a reduction in force is needed and requires the elimination of a complete school or a program
775 within a school, a preliminary report will be prepared reflecting the views of the President
776 regarding the recommended reduction. When the process of preparing such a report formally
777 commences, the following steps will be taken:

- 778
779 i. The Provost will inform the Faculty Senate President that a reduction in force report is
780 being prepared.
- 781
782 ii. The Faculty Senate President will compile a list of eligible faculty to serve on an ad
783 hoc Reduction in Force Faculty Advisory Committee. The list will be distributed to all
784 full-time faculty in the form of a ballot. Eligible faculty are those with tenure and rank
785 who are not presently serving in any administrative capacity (School Chair, Associate
786 Provost, College Dean, or other administrative capacity). Faculty members or partners of
787 faculty targeted for deletion are ineligible to serve.
- 788
789 iii. The entire faculty will elect an eleven-member ad hoc Reduction in Force Faculty
790 Advisory Committee. Each faculty member will vote for one faculty member from each
791 school. Faculty members receiving the highest number of votes will constitute the ad hoc
792 Reduction in Force Faculty Advisory Committee. A lottery drawing will be used to break
793 ties.
- 794
795 iv. The President's preliminary report will be submitted to the ad hoc Reduction in Force
796 Faculty Advisory Committee and the targeted school(s) for review.
- 797
798 v. The faculty within the targeted school(s) will be given ten working days to formulate a
799 response (if they so desire) for consideration by the ad hoc committee. If the faculty
800 within the school(s) do not object to the preliminary report, the Faculty Senate President
801 will be free to make their recommendation to the Provost, President, and Board of
802 Regents.
- 803
804 vi. If the faculty within a targeted school objects in writing to the preliminary report, the
805 ad hoc Reduction in Force Faculty Advisory Committee will meet to hear such objections
806 plus review other relevant information. Members of the committee will select their own
807 leadership and determine their own rules of operation.
- 808
809 vii. Within 15 working days from the time it receives an appeal from the targeted
810 school(s) (25 working days following its election), the ad hoc committee will forward its
811 recommendations to the Faculty Senate President.
- 812

813 viii. The Faculty Senate President will transmit their recommendations along with the ad
814 hoc committee's recommendations to the Provost, President, and Board of Regents for
815 final action at the next meeting of the Board of Regents.

816
817 ix. Within five working days after the Board of Regent's decision, the President will
818 notify the targeted school(s) and the Faculty Senate President of the Board's decision.

819
820 x. If there is a reduction in force, the administration will explore options for relocating
821 displaced faculty. A tenured faculty member who loses their position will be placed on a
822 recall list for two years. They will have access to a list of personnel vacancies as they
823 occur and will be rehired to positions for which they are as or more qualified than a non-
824 campus applicant, including their own position if re-justified. (A list of openings will be
825 posted by the Office of Human Resources and made available upon request.)

826
827 In targeting school(s) for possible reduction, and in reviewing appeals, the following issues must
828 be considered. The listing should not be construed as being in priority order.

- 829
- 830 • The quality of the curriculum offered within the school(s).
- 831 • The quality and preparation of the faculty teaching within the school(s).
- 832 • The centrality of the school(s) to the University's mission.
- 833 • Services the school(s) provides to non-majors.
- 834 • The facilities and equipment required in support of the school(s).
- 835 • The number of majors enrolled in the school's degree program(s).
- 836 • The demand for graduates from the school's program(s).
- 837 • The competitive standing of the school(s) vis-a-vis similar schools at other
838 institutions in the region.
- 839 • The potential impact on the region of closing the school(s).
- 840 • The income/expense ratio of operating the school(s).

841
842 Except in the case of financial exigency, tenured faculty members who are discontinued for
843 reasons of reduction in force will be advised of such a decision by March 31 of the year prior to
844 the academic year for which their contract is terminated. Other faculty will be given notice as
845 indicated in this chapter except in cases of financial exigency. Nothing in these guidelines,
846 however, shall prevent discontinuation of any non-tenured faculty for other reasons.

847 848 H. Retreat Rights for Administrators

849
850 Administrators granted tenure at the time of employment or who earned tenure as faculty
851 members at Northwest retain tenure as a faculty member within the discipline in which tenure
852 was granted initially.

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

857
858 Administrators may be employed with rank, and a contractual provision for retreat rights for
859 early tenure review in accordance with university policies and criteria on tenure, upon the
860 recommendation of the President and approval by the Board of Regents. However, before such

861 appointment shall be made, the school and college shall be consulted as to the appropriateness of
862 such a faculty appointment. Tenure shall not be granted prior to the completion of three years of
863 service to the University as a full-time faculty member.
864

865 Administrators returning to faculty status who are awarded a tenure-track contract with faculty
866 rank and who have been employed under a faculty and administrative contract will be granted a
867 salary equivalent to the faculty component of that faculty and administrative contract.

868 Administrators who have been employed under an administrative-only contract in such a
869 circumstance shall be awarded a tenure-track contract salary that considers years of service in
870 higher education in both administrative and faculty positions and the individual's historical
871 record of scholarly/creative accomplishments. Issues related to service should be resolved when
872 the administrator is initially contracted with the University.
873

874 I. University Policies Pertinent to Faculty

875
876 For University policies not included below, consult the [Policy Library](#) and Employee Handbook.
877

878 i. Faculty Freedoms and Responsibilities

879
880 The primary responsibilities of the faculty at Northwest are teaching and professional
881 development, scholarship/creative activities, service and student support. By accepting an
882 appointment at this university, a ranked faculty member assumes a responsibility to
883 engage in scholarly activities and creative endeavors that foster free inquiry, free
884 expression, intellectual honesty, respect for the dignity and rights of others and openness
885 to change. The rights and responsibilities exercised within the academic community must
886 be compatible with these characteristics.
887

888 Academic freedom provides extensive protection for inquiry and speech while
889 recognizing the correlative responsibilities of adhering to standards of professional
890 conduct and performance, upholding one's duty to the institution, and respecting for the
891 dignity of colleagues, students, and other members of the University community are met.
892

893 Northwest employees and students participating in creative, basic, and applied research,
894 and other scholarly activities are expected to adhere to professional standards,
895 demonstrate fiscal responsibility, and comply with regulatory processes. Research
896 involving human subjects or animals must be approved in advance by either the
897 Institutional Review Board or Animal Welfare Committee, as appropriate. The University
898 will provide guidance, training, and oversight to ensure integrity in all creative, research,
899 and scholarly activities.
900

901 a. Academic Freedom

902
903 Northwest subscribes to the American Association of University Professors
904 statements on academic freedom, professional ethics, and faculty freedom and
905 responsibility as defined in the following sections. This endorsement should not
906 be construed as a general endorsement of all policies of the American Association
907 of University Professors.
908

909 "Teachers are entitled to full freedom in research and in the publication of the

910 results, subject to the adequate performance of their other academic duties; but
911 research for pecuniary return should be based upon an understanding with the
912 authorities of the institution.

913
914 “Teachers are entitled to freedom in the classroom in discussing their subject, but
915 they should be careful not to introduce into their teaching controversial matter
916 which has no relation to their subject. Limitations of academic freedom because
917 of religious or other aims of the institution should be clearly stated in writing at
918 the time of the appointment.

919
920 “College and university teachers are citizens, members of a learned profession,
921 and officers of an educational institution. When they speak or write as citizens,
922 they should be free from institutional censorship or discipline, but their special
923 position in the community imposes special obligations. As scholars and
924 educational officers, they should remember that the public may judge their
925 profession and their institution by their utterances. Hence, they should at all times
926 be accurate, should exercise appropriate restraint, should show respect for the
927 opinions of others, and should make every effort to indicate that they are not
928 speaking for the institution.” (B. Robert Crazier, ed., “1940 Statement of
929 Principles on Academic Freedom and Tenure with 1970 Interpretive Comments,”
930 *American Association of University Professors Policy Documents and Reports*,
931 Eleventh Edition, 2015, 79-90.)

932 933 b. Professional Ethics

934
935 Northwest subscribes to the belief that self-regulation is preferable to any
936 externally imposed discipline. In this regard, the University faculty shall impose
937 obligations upon individual faculty members that require any serious breach of
938 duties to be judged by colleagues who are well acquainted with the problems and
939 practices of a specialized field. Only in extreme cases of serious violations of
940 professional responsibilities will an academic area regulate itself by calling upon
941 university representation to address issues that could have been avoided either by
942 individual self-control or by school discipline. Nothing herein is intended to
943 restrict the authority of the Board of Regents or its designees.

944
945 “Professors, guided by a deep conviction of the worth and dignity of the
946 advancement of knowledge, recognize the special responsibilities placed upon
947 them. Their primary responsibility to their subject is to seek and to state the truth
948 as they see it. To this end professors devote their energies to developing and
949 improving their scholarly competence. They accept the obligation to exercise
950 critical self-discipline and judgment in using, extending, and transmitting
951 knowledge. They practice intellectual honesty. Although professors may follow
952 subsidiary interests, these interests must never seriously hamper or compromise
953 their freedom of inquiry.

954
955 “As teachers, professors encourage the free pursuit of learning in their students.
956 They hold before them the best scholarly and ethical standards of their discipline.
957 Professors demonstrate respect for students as individuals and adhere to their
958 proper roles as intellectual guides and counselors. Professors make every

959 reasonable effort to foster honest academic conduct and to ensure that their
960 evaluations of students reflect each student's true merit. They respect the
961 confidential nature of the relationship between professor and student. They avoid
962 any exploitation, harassment, or discriminatory treatment of students. They
963 acknowledge significant academic or scholarly assistance from them. They
964 protect their academic freedom.

965
966 “As colleagues, professors have obligations they derive from common
967 membership in the community of scholars. Professors do not discriminate against
968 or harass colleagues. They respect and defend the free inquiry of associates. In the
969 exchange of criticism and ideas professors show due respect for the opinions of
970 others. Professors acknowledge academic debt and strive to be objective in their
971 professional judgment of colleagues. Professors accept their share of faculty
972 responsibilities for the governance of their institution.

973
974 “As members of an academic institution, professors seek above all to be effective
975 teachers and scholars. Although professors observe the stated regulations of the
976 institution, provided the regulations do not contravene academic freedom, they
977 maintain their right to criticize and seek revision. Professors give due regard to
978 their paramount responsibilities within their institution in determining the amount
979 and character of work done outside it. When considering the interruption or
980 termination of their service, professors recognize the effect of their decision upon
981 the program of the institution and give due notice of their intentions.

982
983 “As members of their community, professors have the rights and obligations of
984 other citizens. Professors measure the urgency of these obligations in the light of
985 their responsibilities to their subject, to their students, to their profession, and to
986 their institution. When they speak or act as private persons they avoid creating the
987 impression of speaking or acting for their college or university. As citizens
988 engaged in a profession that depends upon freedom for its health and integrity,
989 professors have a particular obligation to promote conditions of free inquiry and
990 to further public understanding of academic freedom.” (B. Robert Crazier, ed.,
991 “Statement of Professional Ethics,” *American Association of University*
992 *Professors Policy Documents and Reports*, Eleventh Edition, 2015, 91-93.)

993 994 c. Faculty Freedom and Responsibility

995
996 Cognizant of the dangers to academic freedom that may arise from its
997 misunderstanding and abuse, the University subscribes to the following statement
998 of freedom and responsibility:

999
1000 “Membership in the academic community imposes on students, faculty members,
1001 administrators, and trustees an obligation to respect the dignity of others, to
1002 acknowledge their right to express differing opinions, and to foster and defend
1003 intellectual honesty, freedom of inquiry and instruction, and free expression on
1004 and off the campus. The expression of dissent and the attempt to produce change,
1005 therefore, may not be carried out in ways which injure individuals or damage
1006 institutional facilities or disrupt the classes of one's teachers or colleagues.
1007 Speakers on campus must not only be protected from violence, but also be given

1008 an opportunity to be heard. Those who seek to call attention to grievances must
1009 not do so in ways that significantly impede the functions of the institution.

1010
1011 “Students are entitled to an atmosphere conducive to learning and to even-handed
1012 treatment in all aspects of the teacher-student relationship. Faculty members may
1013 not refuse to enroll or teach students on the grounds of their beliefs or the possible
1014 uses to which they may put the knowledge to be gained in a course. Students
1015 should not be forced by the authority inherent in the instructional role to make
1016 particular personal choices as to political action or their own part in society.
1017 Evaluation of students and the award of credit must be based on academic
1018 performance professionally judged and not on matters irrelevant to that
1019 performance, whether personality, race, religion, degree of political activism, or
1020 personal beliefs.

1021
1022 “It is the mastery teachers have of their subjects and their own scholarship that
1023 entitles them to their classrooms and to freedom in the presentation of their
1024 subjects. Thus, it is improper for an instructor persistently to intrude material that
1025 has no relation to the subject, or to fail to present the subject matter of the course
1026 as announced to the students and as approved by the faculty in their collective
1027 responsibility for the curriculum.

1028
1029 “Because academic freedom has traditionally included the instructor's full
1030 freedom as a citizen, most faculty members face no insoluble conflicts between
1031 the claims of politics, social action, and conscience, on the one hand, and the
1032 claims and expectations of their students, colleagues, and institutions, on the
1033 other. If such conflicts become acute, and attention to obligations as a citizen and
1034 moral agent precludes an instructor from fulfilling substantial academic
1035 obligations, the instructor cannot escape the responsibility of that choice, but
1036 should either request a leave of absence or resign his or her academic position.”
1037 (B. Robert Crazier, ed., “Statement of Freedom and Responsibility,” *American*
1038 *Association of University Professors Policy Documents and Reports*, Eleventh
1039 Edition, 2015, 94-95).

1040 ii. Intellectual Property Rights

1041 a. Work Undertaken on the Initiative of the Faculty Member

1042
1043 Except as set forth below, when, on their own initiative, the faculty member
1044 produces any Copyright Work (defined as material for which copyright protection
1045 may be obtained, including but not limited to, works of authorship, creative works,
1046 literary works, computer programs, artistic works, recordings, photographs, slides,
1047 motion pictures and audio visual works, including derivative works) or an
1048 Invention (defined as any new or useful art, creation, discovery, invention,
1049 contribution, finding, and all related know-how) such materials and the intellectual
1050 property rights therein shall remain the exclusive property of the faculty member.
1051 To the extent that any of the Copyright Works undertaken on the initiative of the
1052 faculty member would otherwise be considered a work for hire, the University
1053 hereby assigns such copyright to the faculty member. If in the production of such
1054 Copyright Work or Invention (excluding scholarly articles and monographs,
1055
1056

1057 including textbooks) the faculty member uses university resources, the faculty
1058 member shall reimburse the University in all cases involving substantial use of
1059 university resources. Substantial use of university resources shall mean the
1060 extensive use of any university-paid time or funding, or the extensive use of
1061 facilities, equipment, staff assistance and/or significant administrative support,
1062 including use of dedicated laboratories, dedicated computer centers, and dedicated
1063 equipment.

1064
1065 Copyright Work and Inventions made by individuals on their own time while not
1066 working at the University, not within the scope of such individual's employment
1067 and without the use of university resources, belong to the individual.

1068
1069 If the faculty member receives university support (for example, CITE fellowships,
1070 Academic Initiative grants, release time) then the Copyright Works or Inventions
1071 developed on the faculty member's initiative shall be jointly owned by the faculty
1072 member and the University. To the extent assignments are necessary to create,
1073 register or record such joint ownership, each party hereby agrees to execute such
1074 assignment documents. In the absence of such executed assignments, this
1075 agreement shall serve as the assignment(s). As joint owners of such Copyright
1076 Works or Inventions, each party is entitled to use and exploit the Copyright Work
1077 or Invention. Royalties from commercial sale, use or other exploitation of the
1078 Copyright Work or Invention shall be split fifty percent (50%) to the University
1079 and fifty percent (50%) to the faculty member(s) involved, with the exception of
1080 textbook royalties, which are subject to the Procedure for Northwest Employees re:
1081 Textbook Royalties.

1082
1083 b. Work Undertaken by the Faculty Member Under Direction of the University

1084
1085 When, upon the direction of the University, the faculty member produces any
1086 Copyright Work or an Invention such materials and the intellectual property rights
1087 therein shall be jointly owned by the faculty member and the University. To the
1088 extent assignments are necessary to create, register or record such joint ownership,
1089 each party hereby agrees to execute such assignment documents. In the absence of
1090 such executed assignments, this agreement shall serve as the assignment(s). As
1091 joint owners of such Copyright Works or Inventions, each party is entitled to use
1092 and exploit the Copyright Work or Invention. Royalties from commercial sale, use
1093 or other exploitation of the Copyright Work or Invention shall be split fifty percent
1094 (50%) to the University and fifty percent (50%) to the faculty member(s) involved,

1095
1096 with the exception of textbook royalties, which are subject to the Procedure for
1097 Northwest Employees re: Textbook Royalties.

1098
1099 The University may, in appropriate circumstances and after consultation with the
1100 faculty inventor(s), license an Invention as the University, in its discretion, deems
1101 reasonable.

1102
1103 Faculty members who alone, or in association with third parties, whether or not
1104 such third party is employed by the University, create an Invention are responsible
1105 for disclosing the Invention to the University. Such disclosure shall be made when

1106 it can be reasonably concluded that the Invention has been created, and sufficiently
1107 in advance of any publications, presentation, or other public disclosure to allow
1108 time for possible action that protects rights to the Invention for the creator(s) and
1109 the University. Inventors are encouraged to seek the advice of the appropriate
1110 university officer in determining whether the subject matter is an Invention within
1111 the meaning of this policy.

1112
1113 The University, in its sole discretion, will pursue patent protection for any
1114 Invention. Unless otherwise agreed, the University will pay all upfront costs
1115 relating to the filing, prosecution and maintenance of any patent application or
1116 patent for an Invention. The University will have full and complete control over
1117 the filing, prosecution and maintenance of the any patent application or patent of
1118 the Invention. However, the inventor shall have reasonable opportunities to advise
1119 the University, and will cooperate with the University in such prosecution, filing
1120 and maintenance of any patent application or patent. The inventor shall reimburse
1121 the University half of all costs for filing, prosecution and maintenance of any
1122 patent application or patent for any Invention.

1123
1124 If the University notifies the inventor that the University does not wish to pursue
1125 patent protection, prosecution or continue maintenance for any Invention for any
1126 reason, the parties may agree that the inventor will assume all responsibilities
1127 related to the patent process and maintenance of such Invention; provided that the
1128 inventor will reimburse the

1129
1130 University for any outstanding or unreimbursed costs incurred pursuing patent
1131 protection or providing maintenance of such Invention.

1132
1133 The University may, in its sole discretion, waive, transfer, or license to the
1134 creator(s) its rights in any intellectual property when such action does not conflict
1135 with obligations to other interested parties. This could occur, for instance, if the
1136 costs for protecting and developing the intellectual property are not likely to be
1137 matched by anticipated income and royalties.

1138
1139 c. Respect for Copyright of Others

1140
1141 Respect for intellectual property is vital to academic discourse and enterprise. This
1142 principle applies to works of all authors and publishers in all media. It
1143 encompasses respect for the right to acknowledgment, right to privacy, and right to
1144 determine the form, manner, and terms of publication and distribution.

1145
1146 Because electronic information is volatile and easily reproduced, respect for the
1147 work and personal expression of others is especially critical in computer
1148 environments. Violations of authorial integrity, including plagiarism, invasion of
1149 privacy, unauthorized access, and trade secret and copyright violations, will be
1150 grounds for sanctions against members of the academic community. The Owens
1151 Library web site maintains a page that supplies annotated hyperlinks to Web sites
1152 regarding copyrighted materials and educational fair use issues, as well as a
1153 selected listing of current copyright materials located in Owens Library at
1154

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

iii. Compensation Policies

a. 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 College, Deans, and Faculty Senate, shall make recommendations to the President regarding an annual matrix 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.

b. Overload Pay

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

III. Information for Titled Faculty

A. Titled Faculty Positions

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

i. Adjunct

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

ii. 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

1204 expressed or implied employment relationship or other contractual relationship between
1205 the affiliate faculty member and the University. Their status ceases when the affiliation
1206 with the affiliate faculty member's employer is terminated.

1207
1208 iii. Artist-in-Residence

1209 A person who renders a specified service to the University based on professional
1210 attainments, creative accomplishments and/or recognition in one's field. Duties
1211 determined by mutual agreement.

1212
1213
1214 iv. Horace Mann and Leet Center Faculty

1215 A person who teaches at Horace Mann Laboratory School or the Leet Center for Children
1216 and Families.

1217
1218
1219 v. Instructor

1220 A person appointed to teach courses in one's area of expertise and has earned at least a
1221 Master's degree from an institution accredited by a U.S. formerly regional accrediting
1222 association or an international accrediting organization recognized by appropriate
1223 governmental authorities as validated by official transcripts. Acceptance of degrees from
1224 individuals graduating from non-American institutions will be decided on a case- by-case
1225 basis. The position generally has a teaching load of 24-26 credit hours per nine- month
1226 contract and includes engagement in professional development, university service, and
1227 student support activities.

1228
1229
1230 vi. Senior Instructor

1231 A person who has served as an Instructor for a minimum of six full years and
1232 demonstrates a sustained record of excellent teaching and meaningful engagement in
1233 professional development activities and university service and student support
1234 appropriate to the discipline.

1235
1236
1237 vii. Lecturer

1238 A person appointed to a school on a term contract to teach courses appropriate to their
1239 credentials.

1240
1241
1242 viii. Online Lecturer

1243 A person appointed to a school on a 12-month contract to teach courses appropriate to
1244 their credentials. The position generally has a teaching load of 30-32 credit hours per
1245 nine-month contract year.

1246
1247
1248 ix. Scholar-in-Residence

1249 A person who renders a specified service to the University based on professional
1250 attainments and recognition in one's field of work and/or scholarship.

1253 B. Evaluated Duties and Responsibilities of Titled Faculty

1254
1255 Evaluated duties and responsibilities for titled faculty consist of 1) teaching and professional
1256 development and 2) service and student support appropriate to their position. (cf. [Faculty](#)
1257 [Evaluation](#))

1258
1259 i. Teaching and Professional Development

1260
1261 Teaching is the primary responsibility of every faculty member at Northwest. At the
1262 minimum, teaching includes designing and delivering course content in compliance with
1263 the University's academic calendar and in alignment with Northwest's institutional
1264 learning outcomes. Faculty are expected to facilitate student success by holding classes as
1265 scheduled, responding to student communication in a timely fashion, following all syllabi
1266 requirements, and using the learning management system and its gradebook. These
1267 attributes are indicative, not exhaustive, of what constitutes teaching at Northwest.

1268
1269 a. Syllabi

1270
1271 Faculty must provide a syllabus for each of their courses in which students are
1272 enrolled.

1273
1274 The syllabus must contain all required sections as determined and communicated
1275 by the Provost.

1276
1277 Faculty have the ability to set course specific policies, such as those related to
1278 attendance.

1279
1280 Any faculty determined or optional syllabus content must agree with the academic
1281 calendar and with relevant university policies as provided in the [Policy Library](#).

1282
1283 Syllabi should be reviewed with students enrolled in the respective courses and
1284 must be consistently available to all enrolled students.

1285
1286 Syllabi must be on file with the appropriate School Chair, appropriate College
1287 Dean, and the Provost.

1288
1289 b. Class Meeting Times and Locations

1290
1291 All exclusively on-ground courses are to meet on the assigned days and at the
1292 assigned time throughout the term in the assigned location. Any permanent
1293 changes to meeting locations and times must be approved by the appropriate
1294 School Chair, and those changes must be documented on the master schedule.

1295
1296 All blended, remote and online courses, or courses in other format are to meet in
1297 their assigned locations, online or otherwise. They must also meet on the pre-
1298 determined days and times, if applicable. Any permanent changes to meeting
1299 locations and times must be approved by the appropriate School Chair, and those
1300 changes must be documented on the master schedule.
1301

1302 c. Final Examinations

1303
1304 All courses must have a final examination or a summative educational experience
1305 unless an exception is approved by the appropriate College Dean.

1306
1307 Final examinations or summative educational experiences for fall and spring
1308 courses must be held on the day and at the time specified on the university final
1309 examination schedule.

1310
1311 Final examinations and summative educational experiences in summer on- ground
1312 courses are to be conducted during the last class regular class period.

1313
1314 Final examinations or summative educational experiences in online courses or
1315 blended courses that are not meeting during the last regular class period must
1316 schedule their final exams and summative educational experiences as the last
1317 course-related activity.

1318
1319 Final exams and summative educational experiences in courses for which there is
1320 no assigned final exam time or final class period, such as online courses, should be
1321 made available and completed by students as the last course-related activity.

1322
1323 Students may request to change their final examination schedule due to exceptional
1324 circumstances. The circumstances and procedures allowing students to change
1325 their final examination schedule are provided in the undergraduate and graduate
1326 catalogs.

1327
1328 d. Grade Reporting

1329
1330 Faculty are responsible for reporting grades, including advisory and final grades,
1331 as described in the grading policies in the [Policy Library](#) and according to the
1332 schedule set forth by the Registrar.

1333
1334 e. Laboratory Courses and Additional Courses

1335
1336 Loads for faculty teaching laboratory courses are calculated by adding lab course
1337 credit hours and lab contact hours and dividing by two.

1338
1339 A separate contract is issued for teaching beyond the 24-26 credit hours of the
1340 nine-month contract year. Each contract is contingent on adequate course
1341 enrollment as determined by the Provost.

1342
1343 f. Other Teaching and Professional Development Information

1344
1345 Each faculty member will consult with their School Chair on their work
1346 assignments and performance expectations associated with these assignments.

1347
1348 Other duties under teaching may include creation of new courses and new modes
1349 of teaching as well as supervision of internships, field experiences, and
1350

1351 independent studies. These duties generally do not count as part of the regular
1352 teaching load.

1353
1354 Faculty are expected to engage in professional development activities to improve
1355 their teaching and stay up to date in their discipline, pedagogy, and the use of
1356 technology in instruction as is appropriate to their discipline. There are internal and
1357 external opportunities to assist in this process. Examples of these include faculty
1358 Planning and Development days, Academic Initiative funds, opportunities with the
1359 Learning and Teaching Center, workshops, videoconferences, Faculty Welfare and
1360 other workshops, and a mentor's guidance. For more information, consult with
1361 your faculty mentor and/or School Chair.

1362
1363 A faculty member may apply for partial release time to engage in significant
1364 curriculum development through their School Chair, with the approval of their
1365 College Dean, the Provost, and the President. Partial release time may also be
1366 provided for approved university assignments requiring significant blocks of time.

1367
1368 ii. Service and Student Support

1369
1370 All titled faculty members are expected to provide service to the University and support
1371 to students as part of their workload unless the contract stipulates otherwise.

1372
1373 a. Advisement and Mentorship

1374
1375 Both academic advisement and student mentoring involve helping a student
1376 define and achieve educational and profession-based learning goals, proceed
1377 through the undergraduate or graduate experience, and establish an educational
1378 foundation for life-long learning. All full-time faculty members advise and/or
1379 mentor students as directed by the School Chair and will be evaluated annually by
1380 the School Chair for carrying out these responsibilities. Advisees and mentees
1381 will be assigned in a way so as to distribute workload throughout the school and
1382 maximize the skills of school members. In certain cases, assignments will be
1383 limited to faculty members with specialized training or expertise (e.g., B.S. Ed.
1384 programs). Faculty members must be knowledgeable of the University's
1385 curriculum, policies, and procedures in order to provide accurate and timely
1386 information to students. Faculty members will not knowingly make
1387 representations or commitments that are inconsistent with university policies.
1388

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

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*This is not an exhaustive list.

b. Availability to Students

Each full-time faculty member must post a schedule of at least seven office hours each week for consultation with students and advisees and be responsive to students' communications in a timely manner. Faculty members are to be available for appointments with students who cannot appear during regular office hours due to conflicts. Adjunct faculty members must discuss appropriate office hours with their respective School Chair.

c. Service

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

First-year faculty are exempt from university committee service.

Faculty members may be asked to serve on additional committees, sub-committees, and task forces, but should carefully consider with their School Chair other workload considerations before agreeing to serve.

1414 Service may also include contribution to one’s profession—that is, serving in an
1415 official capacity in a state, regional, national, or international entity related to
1416 one’s discipline—or service to the community, provided it is related to one’s
1417 discipline.
1418

1419 C. Promotion Introduction
1420

1421 It is the discretion of the Provost, President, and Board of Regents whether or not to grant tenure
1422 and promotion to a titled faculty member. A promotion in rank, title, or tenure and promotion is
1423 not an entitlement, and the responsibility rests solely with the individual faculty member to
1424 demonstrate that they have met or exceeded the criteria set forth in this chapter. The number of
1425
1426 promotions granted each year is not to be impacted by budgetary conditions, though pay raises
1427 for promotions will be subject to such conditions.
1428

1429 For promotion, the faculty member must demonstrate sustained excellence in 1) teaching and
1430 professional development, and 2) service and student support as defined in this chapter and as
1431 established by the University, by submitting a concise portfolio documenting accomplishment in
1432 these areas.
1433

1434 i. Negotiated Years toward Promotion
1435

1436 At the time of an offer of a faculty position, the faculty member may negotiate years of
1437 credit toward promotion if they have experience at an institution that meets appropriate
1438 national or international accreditation standards and the School Chair and College Dean
1439 have recommended the credit which must be approved by the Provost.
1440

1441 ii. Evidence for Promotion
1442

1443 The following are possible, but not the only, ways in which faculty demonstrate
1444 excellence in each of the areas of evaluation:
1445

1446 a. Teaching and Professional Development
1447

1448 A faculty member must in their presentation of materials document how their
1449 teaching and professional development contributes to effective instructional
1450 design, where institutional, program, and student learning outcomes, assignments,
1451 and assessments are aligned at the appropriate level of student learning. The
1452 presented materials must demonstrate a faculty member’s understanding of the
1453 learning process and how their teaching is compatible with the process of student
1454 learning. Such materials may include but are not limited to:
1455

- 1456 • School Chair’s Letter of Evaluation
- 1457 • Student feedback, including student course opinionnaire
- 1458 • School Chair classroom visits
- 1459 • Course syllabi
- 1460 • Applications of technology to learning
- 1461 • Teaching portfolios (teaching loads, course preparations, sample
1462 assessment instruments, etc.)

- 1463 • Supervision of independent studies, practica, etc.
- 1464 • Receipt of teaching awards or honors
- 1465 • Participation in instructional workshops/seminars, etc.
- 1466 • Development of innovative teaching techniques/methods
- 1467 • New program/course development
- 1468 • School approved pedagogical activities
- 1469 • Peer observations
- 1470 • Participation in Learning and Teaching Center workshops
- 1471 • Participation in teaching improvement sessions at professional
- 1472 conferences
- 1473
- 1474 • Professional development activities determined as appropriate by the
- 1475 School Chair or College Dean.
- 1476

1477 *This is an indicative, not exhaustive list.

1478

1479 b. Scholarly/Creative Activities

1480

- 1481 • Instructors may include scholarly/creative activities for consideration in
- 1482 their promotion portfolio. (cf. [Scholarship and Creative Activities](#))
- 1483

1484 c. Service and Student Support*

1485

1486 Faculty members must demonstrate their service in support of the University's

1487 mission to enroll and retain students, ensure student success, and provide a

1488 comprehensive and exceptional experience. This service is provided in support of

1489 students and student organizations, to the University community through school

1490 and Faculty Senate support, and through contribution to one's professional

1491 community.

1492

- 1493 • Student Advisement
- 1494 • Student tutoring and/or mentorship
- 1495 • University Seminar instruction
- 1496 • Recruitment and retention of students
- 1497 • Serving as sponsor or advisor of student organizations or other co-
- 1498 curricular activities
- 1499 • Receipt of awards or recognition for outstanding service and student
- 1500 support
- 1501 • School approved service and student support activities
- 1502 • Coordinating a discipline area
- 1503 • Mentoring members of the faculty
- 1504 • Serving in an elected office or other position of leadership in an
- 1505 international, national, regional, state, or local professional organization
- 1506 • Active involvement on Master's or Doctoral Committees or in
- 1507 undergraduate research projects
- 1508 • Serving in special assignments for professional organizations (chairing
- 1509 sessions, moderating panels, etc.)

- Serving as a chair of a major university governance council or Faculty Senate committee
- Significant participation in university, college or school committees/teams

*This is an indicative, not exhaustive list.

iii. Promotion Procedure

a. School Committee Procedure

The School Chair will make an applicant's promotion material available to a school committee composed of all full-time faculty holding at least the title to which the candidate aspires and who have completed at least two years of service at Northwest.

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

The School Chair will secure a written secret ballot for promotion from all members of the school committee. The School Chair will convey those assessments and recommendations along with their written assessment and recommendation to the College Dean in accordance with the calendar established by the Provost.

b. College Dean's Recommendation

The appropriate College Dean shall give a written assessment and recommendation to the Provost in accordance with the University calendar established by the Provost.

c. Associate Provost for Graduate Studies' Recommendation

In the case of graduate faculty, the Associate Provost for Graduate Studies will forward their endorsement or non-endorsement of the College Dean's recommendations to the Provost.

d. The Faculty Advisory Committee on Tenure and Promotion

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

e. Provost's Recommendation

The Provost will present all written recommendations, including their own, and the vote of the Faculty Advisory Committee on Tenure and Promotion to the President. If the vote of the tenured faculty of the school and the recommendations of the School Chair, Associate Provost of Graduate Studies, College Dean, and

1559 Provost do not agree, the Provost will arrange a conference with all parties to the
1560 decision. The series of recommendations and any conferences to discuss these
1561
1562 recommendations shall be considered in the Provost's recommendation to the
1563 President.

1564
1565 f. President's Recommendation
1566

1567 The President will convey to the Board of Regents all of the recommendations for
1568 promotion from faculty and administrative units including their recommendation.
1569

1570
1571 g. Timeline Requirement
1572

1573 Failure to meet the established submission deadline by the faculty member will
1574 result in termination of the process. Failure to meet a deadline by the
1575 administration does not affect the application.
1576

1577 h. Notification
1578

1579 The discussions of the Faculty Advisory Committee on Tenure and Promotion
1580 shall remain confidential to the extent allowed by law; however, the committee
1581 vote will be transmitted to the applicant upon request to the Provost. All candidates
1582 will be notified of the decision of the Board of Regents.
1583

1584 In cases of denial of promotion, the candidate will receive an oral as well as
1585 written letter from the Provost concerning the reason for denial along with
1586 suggestions for correcting the situation that led to denial.
1587

1588 **IV. Information for Ranked Faculty**
1589

1590 A. Ranked Faculty Positions
1591

1592 Faculty with academic rank include Assistant Professors, Associate Professors, and Professors.
1593

1594 Rank will be assigned at the time of initial appointment to the faculty and based upon degree
1595 requirements and experience as determined by the Provost, in consultation with the appropriate
1596 School Chair and College Dean and subject to approval by the President and Board of Regents.
1597 Degrees must be from institutions accredited by a U.S. formerly regional accrediting association
1598 or an international accrediting organization recognized by appropriate governmental authorities
1599 and validated by official transcripts. Acceptance of degrees from individuals graduating from
1600 non-American institutions will be decided on a case-by-case basis. Teaching experience utilized
1601 in determining rank must be from a Baccalaureate degree granting institution that is accredited
1602 by a formerly regional accrediting association or an international accrediting organization
1603 recognized by appropriate governmental authorities. Each year of teaching experience means
1604 full-time teaching for a full academic year. Relevant professional experience shall be considered.
1605 Upon the recommendation of the Provost and the President, the Board of Regents may grant
1606 exceptions to these requirements.
1607

1608 B. Qualifications for Appointment to Rank

1609
1610 i. Assistant Professor

1611
1612 This rank requires ability in the areas of (1) teaching, (2) scholarship/creative activities,
1613 and (3) service and student support appropriate to the discipline. It also requires an
1614 earned doctorate or other terminal degree in the field.
1615

1616 An offer of appointment at the rank of Assistant Professor with non-tenure status may be
1617 given to a candidate who has completed all the terminal degree requirements except for
1618 the thesis or dissertation. The expectation is for the faculty member to complete all
1619 terminal degree requirements as negotiated during the hiring process no longer than one
1620 year from the start of the initial contract. Progress towards this requirement will be
1621 monitored by the College Dean and School Chair. If appropriate progress is not being
1622 made, the faculty member will not be recommended for continued employment with the
1623 University. In exceptional cases, where dissertation writing requires greater time or
1624 extenuating circumstances dictate, a contract may be renewed for a second academic
1625 year. When official documentation of completion of the terminal degree is received, and
1626 all other evaluations of the faculty member are acceptable, the appointment will become
1627 tenure-track effective in the next academic year. If the faculty member has not completed
1628 the terminal degree by February 1 of the second contract period, then the contract will be
1629 changed to a titled faculty contract or a search for a tenure-track position may be started
1630 and the faculty member will not be recommended for continued employment.
1631

1632 ii. Associate Professor

1633
1634 This rank requires a demonstrated, sustained record of 1) excellent teaching and
1635 meaningful engagement in professional development; 2) scholarship/creative activities;
1636 and 3) service and student support appropriate to the discipline. It also requires an earned
1637 doctorate or other terminal degree in the field and completion of at least four years of
1638 teaching at the rank of Assistant Professor or above at a formerly regionally accredited
1639 institution of higher education. A faculty member can be brought in at this rank without
1640 tenure and be minimally qualified for tenure after one year in service at Northwest and
1641 must apply for tenure no later than during their sixth year in rank.
1642

1643 iii. Professor

1644
1645 This rank requires being an internally and externally recognized teacher/scholar with an
1646 exemplary cumulative record of 1) teaching effectiveness and meaningful engagement in
1647 professional development; 2) scholarship/creative activities as defined by school
1648 guidelines established in accordance with Chapter II; and 3) service and student support
1649 appropriate to the discipline as defined by school guidelines established in accordance
1650 with Chapter II. It also requires an earned doctorate or other terminal degree and the
1651 completion of five years of teaching experience in the rank of Associate Professor or
1652 above at a formerly regionally accredited institution of higher education. A faculty
1653 member can be brought in at this rank without tenure and be minimally qualified for
1654 tenure after one year in service at Northwest and must apply for tenure no later than
1655 during their sixth year in rank.
1656

1657 C. Evaluated Duties and Responsibilities of Ranked Faculty

1658
1659 Evaluated duties and responsibilities for ranked faculty consist of: 1) teaching and professional
1660 development, 2) scholarship/creative activities, and 3) service and student support. (cf. [Faculty](#)
1661 [Evaluation](#))

1662
1663 i. Teaching and Professional Development

1664
1665 Teaching is the primary responsibility of every faculty member at Northwest. At the
1666 minimum, teaching includes designing and delivering course content in compliance with
1667 the University's academic calendar and in alignment with Northwest's institutional
1668 learning outcomes. Faculty are expected to facilitate student success by holding classes as
1669 scheduled, responding to student communication in a timely fashion, following all syllabi
1670 requirements, and using the learning management system and its gradebook. These
1671 attributes are indicative, not exhaustive, of what constitutes teaching at Northwest.

1672
1673 a. Syllabi

1674
1675 Faculty must provide a syllabus for each of their course in which students are
1676 enrolled.

1677
1678 The syllabus must contain all required sections as determined and communicated
1679 by the Provost.

1680
1681 Faculty have the ability to set course specific policies, such as those related to
1682 attendance.

1683
1684 Any faculty determined or optional syllabus content must agree with the academic
1685 calendar and with relevant university policies as provided in the [Policy Library](#).

1686
1687 Syllabi should be reviewed with students enrolled in the respective courses and
1688 must be consistently available to all enrolled students.

1689
1690 Syllabi must be on file with the appropriate School Chair, appropriate College
1691 Dean, and the Provost.

1692
1693 b. Class Meeting Times and Locations

1694
1695 All exclusively on-ground courses are to meet on the assigned days and at the
1696 assigned time throughout the term in the assigned location. Any permanent
1697 changes to meeting locations and times must be approved by the appropriate
1698 School Chair, and those changes must be documented on the master schedule.

1699
1700 All blended, remote and online courses, or courses in other format are to meet in
1701 their assigned locations, online or otherwise. They must also meet on the pre-
1702 determined days and times, if applicable. Any permanent changes to meeting
1703 locations and times must be approved by the appropriate School Chair, and those
1704 changes must be documented on the master schedule.

1706 c. Final Examinations

1707
1708 All courses must have a final examination or a summative educational experience
1709 unless an exception is approved by the appropriate College Dean.

1710
1711 Final examinations or summative educational experiences for fall and spring
1712 courses must be held on the day and at the time specified on the university final
1713 examination schedule.

1714
1715 Final examinations and summative educational experiences in summer on- ground
1716 courses are to be conducted during the last class regular class period.

1717
1718 Final examinations or summative educational experiences in online courses or
1719 blended courses that are not meeting during the last regular class period must
1720 schedule their final exams and summative educational experiences as the last
1721 course-related activity.

1722
1723 Final exams and summative educational experiences in courses for which there is
1724 no assigned final exam time or final class period, such as online courses, should be
1725 made available and completed by students as the last course-related activity.

1726
1727 Students may request to change their final examination schedule due to exceptional
1728 circumstances. The circumstances and procedures allowing students to change
1729 their final examination schedule are provided in the undergraduate and graduate
1730 catalogs.

1731
1732 d. Grade Reporting

1733
1734 Faculty are responsible for reporting grades, including advisory and final grades,
1735 as described in the grading policies in the [Policy Library](#) and according to the
1736 schedule set forth by the Registrar.

1737
1738 Incomplete grades may be given when necessary. The Incomplete Grade policy is
1739 provided in the [Policy Library](#). Current procedures for reporting an incomplete
1740 grade, and the new grade when assignment requirements have been met, are
1741 provided by the Registrar.

1742
1743 e. Laboratory Courses and Additional Courses

1744
1745 Loads for faculty teaching laboratory courses are calculated by adding lab course
1746 credit hours and lab contact hours and dividing by two. A separate contract is
1747 issued for teaching beyond the 24-26 credit hours of the nine-month contract year.
1748 Each contract is contingent on adequate course enrollment as determined by the
1749 Provost.

1750
1751 f. Other Teaching and Professional Development Information

1752
1753 Each faculty member will consult with their School Chair on their work
1754 assignments and performance expectations associated with these assignments.

1755
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1757 of teaching as well as supervision of internships, field experiences, and
1758 independent studies. These duties generally do not count as part of the regular
1759 teaching load.

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1761 Faculty are expected to engage in professional development activities to improve
1762 their teaching and stay up to date in their discipline, pedagogy, and the use of
1763 technology in instruction as is appropriate to their discipline. There are internal and
1764 external opportunities to assist in this process. Examples of these include faculty
1765 Planning and Development days, Academic Initiative funds, opportunities with the
1766 Learning and Teaching Center, workshops, videoconferences, Faculty Welfare and
1767 other workshops, and a mentor's guidance. For more information, consult with
1768 your faculty mentor and/or School Chair.

1769
1770 A faculty member may apply for partial release time to engage in significant
1771 curriculum development through their School Chair, with the approval of their
1772 College Dean, the Provost, and the President. Partial release time may also be
1773 provided for approved university assignments requiring significant blocks of time.
1774

1775 ii. Scholarship and Creative Activities

1776
1777 Ranked faculty are responsible for allotting time for scholarship/creative activities in the
1778 normal work week. Upon the recommendation of the School Chair, College Dean, the
1779 Provost, and the President, release time may be authorized in order to provide faculty
1780 members additional time for scholarship/creative activities that contributes to both school
1781 and professional goals. Faculty members who are granted this opportunity will be
1782 required to provide a report to their School Chair. School chairs will provide a
1783 comprehensive report to the appropriate College Dean. In planning academic
1784 assignments, School Chairs (or supervisors of those faculty members whose primary
1785 functions may not be teaching) will attempt to provide blocks of time for
1786 scholarship/creative activities by individual faculty members who have had release time
1787 approved.
1788

1789 iii. Service and Student Support

1790
1791 All faculty members are expected to provide service to the University and support to
1792 students.
1793

1794 a. Advisement and Mentorship

1795
1796 Both academic advisement and student mentoring involve helping a student define
1797 and achieve educational and profession-based learning goals, proceed through the
1798 undergraduate or graduate experience, and establish an educational foundation for
1799 life-long learning. All full-time faculty members advise and/or mentor students as
1800 directed by the School Chair and will be evaluated annually by the School Chair
1801 for carrying out these responsibilities. Advisees and mentees will be assigned in a
1802 way so as to distribute workload throughout the school and maximize the skills of
1803 school members. In certain cases, assignments will be limited to faculty members

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with specialized training or expertise (e.g., B.S. Ed. programs). Faculty members must be knowledgeable of the University's curriculum, policies, and procedures in order to provide accurate and timely information to students. Faculty members will not knowingly make representations or commitments that are inconsistent with university policies.

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

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*This is an indicative, not exhaustive list.

b. Availability to Students

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

c. Service

All full-time faculty members are expected to serve on school committees. Full-time ranked faculty are expected to serve on Faculty Senate and university committees, attend their meetings, and participate in their work.

First-year faculty are exempt from university committee service.

Faculty members may be asked to serve on additional committees, sub-committees, and task forces, but should carefully consider with their School Chair other workload considerations before agreeing to serve.

1832
1833 Service may also include contribution to one’s profession—that is, serving in an
1834 official capacity in a state, regional, national, or international entity related to one’s
1835 discipline—or service to the community, provided it is related to one’s discipline.
1836

1837 D. Tenure and Promotion Introduction:
1838

1839 It is at the discretion of the Provost, President, and Board of Regents whether or not to grant
1840 tenure and promotion to a faculty member. A promotion in rank, or tenure and promotion is not
1841 an entitlement, and the responsibility rests solely with the individual faculty member to
1842 demonstrate that they have met or exceeded the criteria set forth in this chapter. The number of
1843
1844 promotions granted each year should not be impacted by budgetary conditions, though pay raises
1845 for promotions will be subject to such conditions.
1846

1847 For both tenure and promotion, the faculty member must demonstrate sustained excellence in 1)
1848 teaching and professional development, 2) scholarship/creative activities, and 3) service and
1849 student support as defined in this chapter and as established by the University, by submitting a
1850 concise portfolio documenting accomplishment in these areas. For further elaboration on these
1851 criteria, refer to the section on [Evidence for Tenure and Promotion](#) below.
1852

1853 i. Negotiated years toward Tenure and Promotion
1854

1855 At the time of an offer of a faculty position, the faculty member may negotiate years of
1856 credit toward tenure and promotion if they have experience at an institution that meets
1857 appropriate national or international accreditation standards and the School Chair and
1858 College Dean have recommended the credit which must be approved by the Provost.
1859

1860 ii. Promotion (Outside of Tenure and Promotion)
1861

1862 For faculty holding the position of Associate Professor, the procedure for promotion
1863 mirrors that of the procedure for tenure and promotion, following the guidelines and
1864 submission deadlines as set by the office of the Provost. The promotion criteria are as
1865 follows:
1866

1867 a. Professor
1868

1869 A faculty member who has served a minimum of five years in the rank of
1870 Associate Professor at Northwest is eligible to apply for promotion to Professor.
1871

1872 iii. Eligibility for Tenure and Promotion
1873

1874 An Assistant Professor is minimally eligible to apply for tenure and promotion to the rank
1875 of Associate Professor after four years in the rank of Assistant Professor at Northwest.
1876 Assistant Professors may apply for tenure and promotion in their fifth, sixth, or seventh
1877 years (excepting circumstances where the Provost and President, has granted a temporary
1878 stoppage of the tenure and promotion clock). A faculty member who chooses to apply for
1879 tenure and promotion in the fifth or sixth year, rather than the seventh, will be held to the
1880 same standard as those applying in the seventh year.

1881
1882 Faculty electing to apply for tenure/promotion in their fifth year do so knowing that they
1883 are sacrificing the Fifth-Year Review.
1884

1885 iv. Temporary Stoppage of the Tenure and Promotion Clock
1886

1887 Upon the written request of a faculty member, the Provost may grant a temporary
1888 stoppage of the tenure and promotion clock for Assistant Professors, or the tenure clock
1889 for Associate Professors or Professors hired at those ranks. They may do so if, in their
1890 judgment, the academic performance of the provisional faculty member would be
1891 adversely affected due to extraordinary circumstances if the clock were not stopped.
1892 During this period, the faculty member will not be evaluated according to the tenure and
1893 promotion guidelines and the temporary stoppage time will not be counted toward tenure
1894 and promotion eligibility. After the end of this period the faculty member will resume
1895 their tenure and promotion clock. The procedure for a temporary stoppage of the tenure
1896 and promotion clock petition is as follows:
1897

- 1898 a. A faculty member must submit a written request to their School Chair. This
1899 request will be forwarded, with recommendation, to the College Dean and then
1900 to the Provost and President.
1901
1902 b. If possible, the request should be submitted prior to the start of the academic
1903 year in question. If a request is submitted after the start of the academic year, it
1904 will be reviewed with the clock stoppage determined as appropriate.
1905
1906 c. Requests that are granted will be typically for one academic year. Only one
1907 stopping of the tenure-track clock may be granted to a faculty member unless
1908 otherwise warranted by extraordinary circumstances.
1909
1910 d. In order to evaluate the request, additional documentation may be required to
1911 the extent allowable by law.
1912
1913 e. This provision is not necessarily linked to a leave of absence with or without
1914 salary. This provision is not the basis for determining if a faculty member
1915 should be employed full time or would receive full pay and benefits. Those
1916 decisions are made separately. This provision is also not intended to replace,
1917 change, reduce, or otherwise interfere with a faculty member's entitlement to
1918 leave as may be allowed by law, or otherwise impact a faculty member's rights
1919 to re-employment and/or restoration rights under applicable law.
1920

1921 v. Third- and Fifth-Year Reviews
1922

1923 Full-time tenure-track faculty will be advised in writing of their progress following an
1924 advisory meeting with the College Dean at the end of their third and fifth years of
1925 service. In addition, all senior faculty who will vote on tenure will participate in this
1926 review and offer an assessment of the candidate's application for tenure and promotion.
1927 These reviews are designed to serve as a critical part of the formative evaluation process
1928 toward tenure and promotion. Each school has to make its procedures in this regard
1929 available to their faculty.

1930
1931 vi. Evidence for Tenure and Promotion
1932

1933 The following are possible, but not the only, ways in which faculty demonstrate
1934 excellence in each of the areas of evaluation:

1935
1936 a. Teaching and Professional Development
1937

1938 A faculty member must in their presentation of materials document how their
1939 teaching and professional development contributes to effective instructional
1940 design, institutional, program, and student learning outcomes, assignments, and
1941 assessments are aligned at the appropriate level of student learning. The presented
1942 materials must demonstrate a faculty member's understanding of the learning
1943 process and how their teaching is compatible with the process of student learning.
1944 Such materials include but are not limited to:

- 1945
- 1946 • School Chair's Letter of Evaluation
- 1947 • Student feedback, including student course opinionnaire
- 1948 • School Chair classroom visits
- 1949 • Course syllabi
- 1950 • Applications of technology to learning
- 1951 • Teaching portfolios (teaching loads, course preparations, sample
1952 assessment instruments, etc.)
- 1953 • Supervision of independent studies, practica, etc.
- 1954 • Receipt of teaching awards or honors
- 1955 • Participation in instructional workshops/seminars, etc.
- 1956 • Development of innovative teaching techniques/methods
- 1957 • New program/course development
- 1958 • School approved pedagogical activities
- 1959 • Peer observations
- 1960 • Participation in Teaching and Learning Center workshops
- 1961 • Participation in teaching improvement sessions at professional
1962 conferences
- 1963 • Professional development activities determined as appropriate by the
1964 School Chair or College Dean.
- 1965

1966 *This is an indicative, not exhaustive list.
1967

1968 b. Scholarship/Creative Activities
1969

1970 *Statement of principles regarding scholarship*:*

1971
1972 The evaluation of scholarship/creative activities is founded on the necessity of
1973 ranked faculty to continue to develop as creative researchers, evolve with
1974 developments in their field, employ scholarly research in learning and teaching,
1975 implement theoretical research to practical applications, embody high standards of
1976 integrity, and meet a breadth of expectations for high standards of performance.
1977

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

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

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

1.Scholarship of teaching and learning

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

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

2.Scholarship of discovery

The scholarship of discovery entails creative/scholarly work that constitutes investigative efforts within a discipline that contribute to human knowledge and the intellectual activity of the University. The process and outcomes of

2027 scholarly discovery employ the historical role of the University in forging
2028 new understanding and new modes of creativity and expression. Examples
2029 may include but are not limited to:

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

2037 2038 2039 3.Scholarship of integration

2040
2041 The scholarship of integration contributes to a more comprehensive
2042 understanding by placing the discoveries of disciplines and creative work
2043 within the context of a larger body of knowledge. Such creative/scholarly
2044 work makes connections across disciplines and elicits meaning by bringing
2045 new perspectives to bear on existing discoveries. Such work contributes to
2046 specialized fields by integrating them with others, while often educating
2047 non-specialists as well. Examples may include but are not limited to:

2048
2049 Publication of books, chapters, articles and reviews; creative activities
2050 resulting in performances, exhibitions, and presentations; paper, poster, or
2051 lecture presentations at scholarly conferences or other institutions; grant
2052 proposal, research writing and submission to external agencies; procurement
2053 of external funding through grants; research projects that may include
2054 undergraduate or graduate student involvement.

2055 2056 4.Scholarship of application

2057
2058 The scholarship of application utilizes new or integrative knowledge in
2059 solving consequential problems facing individuals, institutions, or society.
2060 Such scholarship bridges creative research and service through citizenship
2061 that, beyond simply doing good in the community, applies professional
2062 activity within a field of study to solve problems confronting communities
2063 of people. While addressing known problems, such application of creative
2064 and scholarly work may also generate a new understanding through a
2065 dynamic interaction of theory and practice. Examples may include but are
2066 not limited to:

2067
2068 Publications of findings related to applied research, presentations or poster
2069 sessions at conferences, participation in panels or symposia; grant proposal,
2070 research writing and submission to external agencies; procurement of
2071 external funding through grants, the application of research and expertise to
2072 community or organizational projects.

2073
2074 *Based on the work of Ernest L. Boyer, *Scholarship Reconsidered:*
2075 *Priorities of the Professorate* (The Carnegie Foundation for the

2076 Advancement of Teaching, 1990).

2077
2078 **See Glassic, Huber, Maeroff, Scholarship Assessed: Evaluation of the
2079 Professorate (The Carnegie Foundation for the Advancement of Teaching,
2080 1997).

2081
2082 c. Service and Student Support*

2083
2084 Faculty members must demonstrate their service in support of the University's
2085 mission to enroll and retain students, ensure student success, and provide a
2086 comprehensive and exceptional experience. This service is provided in support of
2087 students and student organizations, to the University community through school
2088 and Faculty Senate support, and through contribution to one's professional
2089 community.

- 2090
- 2091 • Student Advisement
 - 2092 • Student tutoring and/or mentorship
 - 2093 • University Seminar instruction
 - 2094 • Recruitment and retention of students
 - 2095 • Serving as sponsor or advisor of student organizations or other co-
2096 curricular activities
 - 2097 • Receipt of awards or recognition for outstanding service and student
2098 support
 - 2099 • School approved service and student support activities
 - 2100 • Coordinating a discipline area
 - 2101 • Mentoring members of the faculty
 - 2102 • Serving in an elected office or other position of leadership in an
2103 international, national, regional, state, or local professional organization
 - 2104 • Active involvement on Master's or Doctoral Committees or in
2105 undergraduate research projects
 - 2106 • Serving in special assignments for professional organizations (chairing
2107 sessions, moderating panels, etc.)
 - 2108 • Serving as a chair of a major university governance council or Faculty
2109 Senate committee
 - 2110 • Significant participation in university, college or school committees/teams

2111
2112 *This is an indicative, not exhaustive list.

2113
2114 vii. Tenure and Promotion Procedure

2115
2116 Faculty who are eligible for tenure and promotion or promotion outside of tenure initiate
2117 this process by completing and submitting the application form which can be obtained
2118 from the Office of the Provost along with guidelines for the documentation required for
2119 the tenure and/or promotion procedure. The form, along with the appropriate
2120 documentation, must be submitted to the School Chair in accord with the University
2121 calendar established by the Provost. The Faculty Advisory Committee on Tenure and
2122 Promotion, the Faculty Welfare, Budget, and Finance Committee, and the Provost's
2123 office will jointly offer sessions and information to guide faculty members in the

2124 preparation of applications.

2125
2126 If the applicant for tenure and/or promotion is a School Chair, the College Dean will take
2127 over the role held by the School Chair in this process.

2128
2129 a. School Committee Procedure

2130
2131 The School Chair will make an applicant's tenure and promotion material available
2132 to a school committee composed of all full-time faculty holding at least the
2133 title/rank to which the candidate aspires and who have completed at least two years
2134 of service at Northwest.

2135
2136 The committee will review and discuss the materials provided and the members
2137 will vote individually on the promotion decision.

2138
2139 The School Chair will secure a written secret ballot for tenure and promotion from
2140 all members of the school committee. The School Chair will convey those
2141 assessments and recommendations along with their written assessment and
2142 recommendation to the College Dean in accordance with the calendar established
2143 by the Provost.

2144
2145 b. College Dean's Recommendation

2146
2147 The appropriate College Dean shall give a written assessment and recommendation
2148 to the Provost in accordance with the University calendar established by the
2149 Provost.

2150
2151 c. Associate Provost for Graduate Studies' Recommendation

2152
2153 In the case of graduate faculty, the Associate Provost for Graduate Studies will
2154 forward their endorsement or non-endorsement of the College Dean's
2155 recommendations to the Provost.

2156
2157 d. The Faculty Advisory Committee on Tenure and Promotion

2158
2159 The Provost serves as chair of this committee. This committee will act in
2160 accordance with the guidelines for tenure and promotion in this chapter. For
2161 committee structure and procedure, refer to the [Committee on Tenure and](#)
2162 [Promotion](#) section.

2163
2164 e. Provost's Recommendation

2165
2166 The Provost will present all written recommendations, including their own, and the
2167 vote of the Faculty Advisory Committee on Tenure and Promotion to the
2168 President. If the vote of the tenured faculty of the school and the recommendations
2169 of the School Chair, Associate Provost of Graduate Studies, and College Dean do
2170 not agree, the Provost will arrange a conference with all parties to the decision.
2171 The series of recommendations and any conferences to discuss these
2172 recommendations shall be considered in the Provost's recommendation to the

2173 President.

2174
2175 f. President's Recommendation

2176
2177 The President will convey to the Board of Regents all of the recommendations for
2178 tenure and promotion from faculty and administrative units including their
2179 recommendation.

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2181
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2184
2185 g. Timeline Requirement

2186
2187 Failure to meet the established submission deadline by the faculty member will
2188 result in termination of the process. Failure to meet a deadline by the
2189 administration does not affect the application.

2190
2191 h. Notification

2192
2193 The discussions of the Faculty Advisory Committee on Tenure and Promotion
2194 shall remain confidential as allowed by law; however, the committee vote will be
2195 transmitted to the applicant upon request to the Provost. All candidates will be
2196 notified of the decision of the Board of Regents.

2197
2198 In cases of denial of tenure

2199
2200 a. In cases of denial of tenure and promotion, this report of the committee
2201 vote is final communication.

2202
2203 b. In cases of denial of promotion, however, the candidate will receive an
2204 oral as well as written letter from the Provost concerning the reason for
2205 denial along with suggestions for correcting the situation that led to
2206 denial.

2207
2208 l. Failure to Receive Tenure

2209
2210 A faculty member who is not granted tenure or who fails to apply for tenure by the
2211 end of the specified time will be offered a terminal one-year non-renewable
2212 contract after which employment with the University will be terminated.

2213
2214 E. Faculty Hearing Committee Procedures

2215
2216 The purpose of the Faculty Hearing Committee is to ensure the consistent, fair, and valid
2217 application of the rules and regulations related to tenure, promotion, suspension, and termination
2218 pertaining to any tenure-track or tenured faculty member during the contract period. The Faculty
2219 Hearing Committee provisions do not apply to term or non-tenure track faculty.

2220
2221 i. Definitions

2222
2223 During Faculty Hearing Committee procedures:
2224

- 2225 a. Faculty means any member of the University’s tenure-track or tenured faculty.
2226
2227 b. Action means any binding decision relating to the promotion, tenure, termination
2228 or suspension during the contract period of the complainant.
2229
2230 c. The contract period means the agreed upon term of the period of employment.
2231
2232 d. Committee means the Faculty Hearing Committee.
2233
2234 e. Complaint means an allegation that a faculty member’s employment rights
2235 and/or eligibility have been adversely affected procedurally due to a violation,
2236 misapplication or misinterpretation of the University’s rules related to
2237 promotion, tenure, and termination or suspension during the contract period.
2238
2239 f. Complainant means any faculty initiating a complaint under this process.
2240
2241 g. Legal counsel means a person who is licensed to practice law in the State of
2242 Missouri.
2243
2244 h. Day means a day during which the University is in teaching session, as defined
2245 by the academic calendar.
2246
2247 i. Review means to re-examine with a capacity to transmit a finding of fact,
2248 conclusion and/or recommendation to the Board of Regents. The Board of
2249 Regents has final right of review in all personnel actions.
2250
2251 j. Rule means any policy contained in Chapter 2 of the Faculty Handbook related
2252 to promotion, tenure, termination, or suspension of tenure-track or tenured
2253 faculty during the contract period.
2254
2255 k. University means Northwest Missouri State University in all of its subdivisions
2256 and extensions.
2257
2258 l. Party means the complainant, the Provost, and/or the administrator who is the
2259 focus of the complaint.
2260

2261 ii. Limitations
2262

- 2263 a. The availability and/or utilization of the appeals procedure shall not be construed
2264 as abridging the rights of faculty to exercise constitutional or statutory rights.
2265
2266 b. In no way shall a faculty’s status with the University be adversely affected
2267 because they utilize these procedures.
2268
2269 c. All proceedings provided for in this section are confidential subject only to the
2270 need of the complainant and the University to comply with the processes

2271 specified herein and to present evidence in other hearings or proceedings. All
2272 proceedings shall be conducted in private and all records will be open only to the
2273 parties except as otherwise required herein or by law as currently in effect or
2274 hereafter amended.
2275

2276 d. Any formality of procedure, including specification of times of performance,
2277 may be revised and/or waived by mutual consent of the parties, subject to the
2278 approval of the Faculty Hearing Committee.
2279

2280 e. Nothing contained herein shall preclude the informal disposition of complaints
2281 by stipulation or by agreed settlement where such resolution is consistent with
2282 university rules.
2283

2284 f. A complaint must be filed in writing to the Provost no later than ten academic
2285 days after the complainant knew the circumstances giving rise to the complaint,
2286 except that a failure to timely file may be waived by the President in cases of
2287 excusable neglect.
2288

2289 iii. Appeals to the Faculty Hearing Committee Procedures
2290

2291 The purpose of these appeal procedures is to minimize misunderstandings within the
2292 University community and to promote the consistent, fair and valid application of the
2293 rules and regulations relating to the tenure, promotion, suspension, or termination during
2294 the contract period of tenure-track and tenured faculty. Issues related to the non-renewal
2295 of faculty contracts are not subject to these appeal procedures. Neither are issues
2296 pertaining to the promotion, suspension, or termination of term or non-tenure track
2297 faculty.
2298

2299 a. Pre-Hearing Procedures
2300

2301 1. The pre-hearing process is not applicable in matters concerning
2302 termination or suspension during the contract period.
2303

2304 2. The first step in the resolution of a complaint shall be a personal
2305 conference with the supervisor taking the action that is the object of the
2306 complaint.
2307

2308 3. Should the complainant remain dissatisfied after this conference, a written
2309 statement of dissatisfaction may be filed within ten academic days with the
2310 same supervisor, who shall respond in writing within ten academic days
2311 after receiving the written complaint.
2312

2313 4. Should the complainant be dissatisfied with the supervisor's written
2314 response, the complainant may within ten academic days after receiving the
2315 response file a copy of the supervisor's response and a copy of the written
2316 statement of complaint with the Office of Human Resources and the
2317 Provost, who shall respond in writing within ten academic days.
2318

2319 5. In those instances where the complainant alleges that the rules and

2320 regulations related to tenure and promotion contained in this chapter were
2321 applied in an inconsistent, unfair or invalid manner and complainant remains
2322 dissatisfied after receiving the Provost’s response, the complainant may
2323 request a formal hearing by the Faculty Hearing Committee. Such requests
2324 must be made within ten academic days after being notified. Complaints
2325 regarding termination or suspension during the contract period must begin
2326 with the formal proceedings.
2327

2328 b. Formal Proceedings
2329

2330 1. Formal proceedings begin with the filing of a written formal
2331 complaint with the University’s EEO Officer in which the complainant
2332 specifies their reasons for dissatisfaction with any binding decision
2333 relating to the promotion, tenure, termination or suspension during the
2334 contract period of the complainant.
2335

2336 2. Within ten academic days a Faculty Hearing Committee
2337 (hereinafter referred to as “Committee”) of five members will be
2338 established for reviewing each complaint that is filed.
2339

2340 3. In accord with the University calendar established by the Provost,
2341 the Faculty Senate and the President shall each provide the EEO
2342 Officer with seven names of tenured faculty members to serve as
2343 potential members of the Committee for one year. When a complaint is
2344 filed, a Committee of five will be established by the EEO Officer
2345 through a procedure which allows the complainant and the
2346 administrator who is the focus of the complaint to alternately strike
2347 names from the list of potential hearing committee members until the
2348 list is reduced to five names. The complainant will strike the first
2349 name. Any member with a conflict of interest shall disqualify
2350 themselves. If it is alleged that a member selected to hear a particular
2351 grievance has a conflict of interest, the Board of Regents
2352 Personnel/External subcommittee will decide whether the individual
2353 should serve.
2354

2355 4. The EEO Officer will notify the committee and transmit to them
2356 copies of all correspondence between the complainant and the
2357 complainant’s supervisors.
2358

2359 5. The members of the Committee will elect a chair. The EEO Officer
2360 will serve as the secretary of each Committee but will not vote.
2361

2362 6. The Committee shall first seek a resolution of the matter by
2363 conciliation and/or such other means, as it may deem appropriate.
2364

2365 7. The Committee by majority vote may rule that the complaint is
2366 frivolous and may dismiss further proceedings unless the EEO Officer
2367 determines it to be a contested case.
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8. In a formal hearing, the parties directly affected may be represented by counsel, at their expense.

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

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

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

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

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

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

1. It shall have no power to alter or amend the provisions of the Faculty Handbook.
2. It shall have no power to create policy for the University or the faculty but will confine the deliberations and findings to the procedural issue(s) presented.

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

c. A party may appeal the findings, conclusions, and recommendations of the Committee to the Board of Regents within five days of the Committee's delivery

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