



**NORTHWEST MISSOURI
STATE UNIVERSITY**

Faculty Handbook

Approved by Board of Regents
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FACULTY HANDBOOK

Table of Contents

CHAPTER I

- I. [Purpose of the Faculty Handbook](#)
- II. [Policy Library](#)
- III. [Faculty Handbook Chapter II Revisions Process](#)

CHAPTER II

- I. [Introduction](#)
 - A. [Search and Selection](#)
 - B. [Offer of Employment](#)
 - C. [Type of Faculty Contracts](#)
 - E. [Definition of Tenure](#)
 - F. [Types of Faculty](#)
 - i. [Definition of Full-Time and Part-Time Faculty](#)
- II. [General Information for All Faculty](#)
 - A. [Faculty Development](#)
 - i. [Orientation Process](#)
 - ii. [Professional Development](#)
 - iii. [Faculty Annual Evaluation](#)
 - B. [Faculty-to-Faculty Mentorship](#)
 - C. [Faculty Leaves](#)
 - D. [Faculty Advisory Committee on Tenure & Promotion](#)
 - E. [Separation from the University](#)
 - F. [Emeritus/a Faculty](#)
 - G. [Reduction in Force](#)
 - H. [Retreat Rights for Administrators](#)
 - I. [University Policies](#)
 - i. [Faculty Freedoms and Responsibilities](#)
 - ii. [Intellectual Property Rights](#)

iii. [Compensation Policies](#)

III. [Information for Titled Faculty](#)

A. [Titled Faculty Positions](#)

B. [Evaluated Duties and Responsibilities](#)

i. [Teaching and Professional Development](#)

ii. [Service and Student Support](#)

C. [Promotion Information](#)

i. [Negotiated years toward Promotion](#)

ii. [Temporary Stoppage of the Promotion Clock](#)

iii. [Evidence for Promotion](#)

iv. [Promotion Procedure](#)

IV. [Information for Ranked Faculty](#)

A. [Ranked Faculty Positions](#)

B. [Qualifications for Appointment to Rank](#)

C. [Evaluated Duties and Responsibilities](#)

i. [Teaching and Professional Development](#)

ii. [Scholarship and Creative Activities](#)

iii. [Service and Student Support](#)

D. [Tenure/Promotion Information](#)

i. [Negotiated years toward Tenure and Promotion](#)

ii. [Promotion \(Outside of Tenure and Promotion\)](#)

iii. [Eligibility for Tenure and Promotion](#)

iv. [Temporary Stoppage of the Tenure and Promotion Clock](#)

v. [Third- and Fifth-Year Reviews](#)

vi. [Evidence for Tenure and Promotion](#)

vii. [Tenure and Promotion Procedure](#)

E. [Faculty Hearing Committee Procedures](#)

i. [Definitions](#)

ii. [Limitations](#)

ii. [Appeals Procedures](#)

CHAPTER I INTRODUCTION

I. Purpose of the Faculty Handbook

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

II. Policy Library

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

III. Faculty Handbook Chapter II Revisions Process

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

A. Procedure for Provost and Committee Revisions

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

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

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

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

CHAPTER II FACULTY EMPLOYMENT POLICIES

I. Introduction

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

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

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

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

A. Search and Selection

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

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

B. Offer of Employment

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

C. Types of Faculty Employment Contracts

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

i. Term

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

ii. Non-Tenure

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

iii. Tenure-Track

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

iv. Tenure

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

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

a. Definition of Tenure

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

v. Terminal One-Year

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

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

D. Types of Faculty

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

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

a. Titled Faculty

1. Full-Time Titled Faculty

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

2. Part-Time Titled Faculty

A part-time titled faculty member is a person whose obligations constitute less than 24-26 credit hours per nine-month contract. 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.

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 department/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 department chair/school director and members of the department/school will assist the new faculty member in this process. The department chair/school director 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.

iii. Faculty Annual Evaluation

a. The Process

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

b. Administration of the Evaluation of Faculty

The department chair/school director, in consultation with the Associate Provost, is responsible for the evaluation of faculty members. The department chair's/school director's evaluation may include consultation with peers and visits to classes taught as a part of the review process and will consider student opinion of teaching effectiveness and other materials the faculty member may wish to include. Documentation relating to the faculty evaluations will be filed in the Office of the Provost.

c. Additional Evaluation Issues

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

modifying and enhancing the quality of their evaluation criteria on an annual basis and will submit any changes made to the Associate Provost and/or Provost for approval. Modifications take effect in the following academic year.

2. These criteria will guide the assessment of performance of the faculty members evaluated.
3. Department/school evaluation procedures must include a self-evaluation component.
4. The evaluation process will recognize the differences in responsibilities for faculty operating pursuant to different types of contracts. Tenure-track and tenured faculty will be evaluated on their performance in the areas of teaching and professional development, scholarship/creative activities, and service and student support. Faculty members holding non-tenure contracts will be evaluated on their performance in the areas of teaching and professional development and service and student support. Faculty members holding term contracts may have all of their contract responsibilities in the areas of teaching/professional development and will be evaluated accordingly.
5. Faculty shall establish professional goals at the beginning of each evaluation year in consultation with their department chair/school director. Percentages devoted to each workload category (i.e., teaching and professional development, scholarship/creative activities, and service and student support) are determined and a list of individual goals is created in the context of departmental/school, college, and university goals.
6. Students evaluate all courses in which they are enrolled. Course evaluations in courses with five or more students will be included in the evaluation of faculty.
7. Student course evaluation results are used as one part of the discussion with the department chair/school director to allow faculty members to analyze their strengths and weaknesses and develop strategies for improvement; to evaluate faculty teaching for tenure and promotion decisions; and, aggregated with other faculty member results, to track teaching performance at the department chair/school director and college levels.
8. Each full-time and part-time faculty member will receive an annual evaluation regarding their performance at Northwest. This evaluation shall include a conference with the department chair/school director at

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

9. Faculty members who have administrative responsibilities will be evaluated as an administrator by their supervisor for that portion of their workload. The minimum percentages for teaching and professional development, scholarship/creative activities, service and student support may be reduced within the departmental/school plans to account for an administrative load.
10. During the first semester of a faculty member's first year of employment, the department chair/school director with the new faculty member will review in detail the department's/school's faculty evaluation criteria.

B. Faculty-to-Faculty Mentorship

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

C. Faculty Leaves

i. Sabbaticals

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

- a. Full-time faculty must have served at Northwest for at least three full years at rank to be eligible for a sabbatical. Titled faculty members are not eligible for sabbatical leaves.
- b. Applications are submitted to the faculty member's department chair/school director, Associate Provost, and the Provost on or before November 20 of the academic year prior to the year for which the leave is requested. Each application will be reviewed by the faculty member's department chair/school director, Associate Provost, and the Provost. A detailed statement of the purpose of the leave and projected outcomes must be included in the

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

- c. Sabbatical leaves are not an entitlement; they are granted for purposes that enhance attainment of the University's mission and advance the individual faculty member's professional growth. Following the sabbatical leave, the faculty member will submit to the Provost and to the appropriate department chair/school director and Associate Provost a report of professional activities while on leave. In addition, the faculty member, upon the completion of the sabbatical, will be responsible for presenting their findings to the University at large and to other interested parties.
- d. Sabbatical leaves are not granted to pursue advanced degrees.
- e. Salary for the period of the leave will be 50% of the median pay established by the [Northwest Salary Program](#) for the applicant's position. Faculty members on sabbatical leave will participate in the retirement program and will have their fringe benefits paid by the University at the same rate as if they were not on leave.
- f. In computing years of service that apply toward eligibility for promotion and salary consideration, the time spent on sabbatical leave will be counted as full-time service.
- g. Faculty members on leave will be evaluated in accord with their agreed upon assignment during the leave period.
- h. Faculty granted a sabbatical leave with pay shall agree to serve at least two more consecutive academic years on the faculty of Northwest and will be required to sign legal documents assuring fulfillment of this commitment. Faculty who leave prior to the two consecutive academic years are responsible for reimbursing a portion of their pay prorated to the length of the commitment of which they are opting out.
- i. The Provost, the President, and the Board of Regents reserve the right in their sole discretion to refuse a request for leave.

ii. Educational Leaves

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

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

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

iii. Exchange Leaves

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

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

iv. Leaves without Pay

a. Leave of Absence not previously addressed

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

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

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

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

v. Additional Leaves

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

D. Faculty Advisory Committee on Tenure and Promotion

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

i. Eligibility and Structure

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

ii. Election Procedures

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

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

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

iii. Guidelines

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

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

E. Separation from the University

i. Resignation

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

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

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

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

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

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

iii. Termination or Suspension for Cause During the Contract Period (i.e., Termination “For Cause”)

The following provisions apply regarding the termination or suspension of faculty during the period of their contract. No faculty member will be so removed except “for Cause,” which is defined as incompetency, neglect, inability, or refusal to perform their duties, dishonesty, drunkenness, or immoral conduct. Such “Cause” may be found in, but is not 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 charges. (See the [Appeals Procedure](#) for more details regarding the Faculty Hearing Committee.) If no request for a hearing is made within ten academic days, the matter is deemed final and there will be no further right of hearing or appeal. The tenure-track or tenured faculty member's contract will be deemed terminated and their salary will be discontinued.

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

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

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

F. Emeritus/a Faculty

i. Appointment to Emeritus/a Faculty

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

ii. Qualifications

Necessary qualifications are:

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

iii. The Process

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

- a. The retired faculty member makes a request to their chair/director or a colleague to nominate them for this status, or a colleague/chair/director requests permission from the retired faculty to be nominated.
- b. The nominee will then provide the chair/director a copy of their most recent vita and an application for emeritus/a status.
- c. The chair/director will present the nomination to the faculty member's academic department/school for a vote of support or non-support. All full-time faculty, excluding term appointments, are eligible to vote.
- d. The chair/director will submit to the Associate Provost a recommendation letter indicating support or non-support of the nomination and will include the outcome of the department/school vote.
- e. The Associate Provost will submit to the Provost a recommendation letter indicating support or non-support of the nomination and will include the chair/director recommendation letter.
- f. If the Provost supports the nomination, it will be forwarded to the President for consideration.
- g. If the President supports the nomination, it will then go to a vote of the Board of Regents, who will bestow emeritus/a status on the retiring faculty member.
- h. If the President does not support the nomination, the process will end.

G. Reduction in Force

Reduction in force is a mechanism of last resort.

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

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

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

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

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

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

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

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

- iv. The President's preliminary report will be submitted to the ad hoc Reduction in Force Faculty Advisory Committee and the targeted department(s)/school(s) for review.
- v. The faculty within the targeted department(s)/school(s) will be given ten working days to formulate a response (if they so desire) for consideration by the ad hoc committee. If the faculty within the department(s)/school(s) do not object to the preliminary report, the President will be free to make their recommendation to the Provost, President, and Board of Regents.
- vi. If the faculty within a targeted department/school objects in writing to the preliminary report, the ad hoc Reduction in Force Faculty Advisory Committee will meet to hear such objections plus review other relevant information. Members of the committee will select their own leadership and determine their own rules of operation.
- vii. Within 15 working days from the time it receives an appeal from the targeted department(s)/school(s) (25 working days following its election), the ad hoc committee will forward its recommendations to the President.
- viii. The President will transmit their recommendations along with the ad hoc committee's recommendations to the Provost, President, and Board of Regents for final action at the next meeting of the Board of Regents.
- ix. Within five working days after the Board of Regent's decision, the President will notify the targeted department(s)/school(s) and the Faculty Senate President of the Board's decision.
- x. If the department(s)/school(s) is/are eliminated, the administration will explore options for relocating displaced faculty. A tenured faculty member who loses their position will be placed on a recall list for two years. They will have access to a list of personnel vacancies as they occur and will be rehired to positions for which they are as or more qualified than a non-campus applicant, including their own position if re-justified. (A list of openings will be posted by the Office of Human Resources and made available upon request.)

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

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

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

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

H. Retreat Rights for Administrators

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

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

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

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

I. University Policies Pertinent to Faculty

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

i. Faculty Freedoms and Responsibilities

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

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

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

a. Academic Freedom

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

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

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

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

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

b. Professional Ethics

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

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

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

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

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

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

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

c. Faculty Freedom and Responsibility

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

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

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

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

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

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

ii. Intellectual Property Rights

a. Work Undertaken on the Initiative of the Faculty Member

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

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

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

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

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

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

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

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

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

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

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

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

c. Respect for Copyright of Others

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

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

Northwest Missouri State University. Faculty 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 Associate Provosts 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 Associate Provost 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 expressed or implied employment relationship or other contractual relationship between the affiliate faculty member and the University. Their status ceases when the affiliation with the affiliate faculty member's employer is terminated.

iii. Artist-in-Residence

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

iv. Horace Mann and Leet Center Faculty

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

v. Instructor

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

vi. Senior Instructor

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

vii. Lecturer

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

viii. Online Lecturer

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

ix. Scholar-in-Residence

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

B. Evaluated Duties and Responsibilities of Titled Faculty

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

i. Teaching and Professional Development

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

a. Syllabi

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

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

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

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

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

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

b. Class Meeting Times and Locations

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

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

c. Final Examinations

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

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

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

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

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

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

d. Grade Reporting

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

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

e. Laboratory Courses and Additional Courses

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

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

f. Other Teaching and Professional Development Information

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

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

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

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

ii. Service and Student Support

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

a. Advisement and Mentorship

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

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

*This is not an exhaustive list.

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 department chair/school director.

c. Service

All full-time faculty members are expected to serve on departmental/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 committee service.

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

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

c. Promotion Introduction

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

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

i. Negotiated Years toward Promotion

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

ii. Evidence for Promotion

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

a. Teaching and Professional Development

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

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

*This is an indicative, not exhaustive list.

b. Scholarly/Creative Activities

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

c. Service and Student Support*

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

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

*This is an indicative, not exhaustive list.

iii. Promotion Procedure

a. Departmental/School Committee Procedure

The department chair/school director will make an applicant's promotion material available to a departmental/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 department chair/school director will secure a written secret ballot for promotion from all members of the departmental/school committee. The

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

b. Associate Provost's Recommendation

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

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 Associate Provost'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 department/school and the recommendations of the department chair/school director, Associate Provost, and Provost do not agree, the Provost will arrange a conference with all parties to the decision. The series of recommendations and any conferences to discuss these recommendations shall be considered in the Provost's recommendation to the President.

f. President's Recommendation

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

g. Timeline Requirement

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

h. Notification

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

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

IV. Information for Ranked Faculty

A. Ranked Faculty Positions

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

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

B. Qualifications for Appointment to Rank

i. Assistant Professor

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

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

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

ii. Associate Professor

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

iii. Professor

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

C. Evaluated Duties and Responsibilities of Ranked Faculty

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

i. Teaching and Professional Development

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

a. Syllabi

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

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

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

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

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

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

b. Class Meeting Times and Locations

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

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

c. Final Examinations

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

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

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

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

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

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

d. Grade Reporting

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

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

e. Laboratory Courses and Additional Courses

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

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

f. Other Teaching and Professional Development Information

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

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

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

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

ii. Scholarship and Creative Activities

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

iii. Service and Student Support

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

a. Advisement and Mentorship

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

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

*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 departmental/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 committee service.

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

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

D. Tenure and Promotion Introduction:

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

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

i. Negotiated years toward Tenure and Promotion

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

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

ii. Promotion (Outside of Tenure and Promotion)

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

a. Professor

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

iii. Eligibility for Tenure and Promotion

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

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

iv. Temporary Stoppage of the Tenure and Promotion Clock

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

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

- b. If possible, the request should be submitted prior to the start of the academic year in question. If a request is submitted after the start of the academic year, it will be reviewed with the clock stoppage determined as appropriate.
- c. Requests that are granted will be typically for one academic year. Only one stopping of the tenure-track clock may be granted to a faculty member unless otherwise warranted by extraordinary circumstances.
- d. In order to evaluate the request, additional documentation may be required to the extent allowable by law.
- e. This provision is not necessarily linked to a leave of absence with or without salary. This provision is not the basis for determining if a faculty member should be employed full time or would receive full pay and benefits. Those decisions are made separately. This provision is also not intended to replace, change, reduce, or otherwise interfere with a faculty member's entitlement to leave as may be allowed by law, or otherwise impact a faculty member's rights to re-employment and/or restoration rights under applicable law.

v. Third- and Fifth-Year Reviews

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

vi. Evidence for Tenure and Promotion

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

a. Teaching and Professional Development

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

- Chair's/Director's Letter of Evaluation

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

*This is an indicative, not exhaustive list.

b. Scholarship/Creative Activities

Statement of principles regarding scholarship:*

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

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

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

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

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

1. Scholarship of teaching and learning

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

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

2. Scholarship of discovery

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

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

submission to external agencies; procurement of external funding through grants.

3. Scholarship of integration

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

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

4. Scholarship of application

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

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

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

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

c. Service and Student Support*

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

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

*This is an indicative, not exhaustive list.

vii. Tenure and Promotion Procedure

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

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

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

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

2. The department chair/school director shall make this documentation available to all tenured members of the department/school.
3. Failure to meet a deadline by the faculty member shall result in the termination of the process. Failure to meet a deadline by the administration will not affect the application.

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

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

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

c. Departmental/School Committee Procedure

The department chair/school director will make an applicant's tenure and promotion material available to a departmental/school committee composed of all full-time faculty holding at least the title/rank 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 department chair/school director will secure a written secret ballot for tenure and promotion from all members of the departmental/school committee. The department chair/school director will convey those assessments and recommendations along with their written assessment and recommendation to the Associate Provost in accordance with the calendar established by the Provost.

d. Associate Provost's Recommendation

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

e. Associate Provost for Graduate Studies' Recommendation

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

g. The Faculty Advisory Committee on Tenure and Promotion

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

h. Provost's Recommendation

The Provost will present all written recommendations, including their own, and the vote of the Faculty Advisory Committee on Tenure and Promotion to the President. If the vote of the tenured faculty of the department/school and the recommendations of the department chair/school director, Associate Provost(s) do not agree, the Provost will arrange a conference with all parties to the decision. The series of recommendations and any conferences to discuss these recommendations shall be considered in the Provost's recommendation to the President.

i. President's Recommendation

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

j. Timeline Requirement

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

k. Notification

The discussions of the Faculty Advisory Committee on Tenure and Promotion shall remain confidential as allowed by law; however, the committee vote will

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

In cases of denial of tenure

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

j. Failure to Receive Tenure

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

E. Faculty Hearing Committee Procedures

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

i. Definitions

During Faculty Hearing Committee procedures:

- a. Faculty means any member of the University's tenure-track or tenured faculty.
- b. Action means any binding decision relating to the promotion, tenure, termination or suspension during the contract period of the complainant.
- c. The contract period means the agreed upon term of the period of employment.
- d. Committee means the Faculty Hearing Committee.
- e. Complaint means an allegation that a faculty member's employment rights and/or eligibility have been adversely affected procedurally due to a violation, misapplication or misinterpretation of the University's rules related to promotion, tenure, and termination or suspension during the contract period.
- f. Complainant means any faculty initiating a complaint under this process.

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

ii. Limitations

- a. The availability and/or utilization of the appeals procedure shall not be construed as abridging the rights of faculty to exercise constitutional or statutory rights.
- b. In no way shall a faculty's status with the University be adversely affected because they utilize these procedures.
- c. All proceedings provided for in this section are confidential subject only to the need of the complainant and the University to comply with the processes specified herein and to present evidence in other hearings or proceedings. All proceedings shall be conducted in private and all records will be open only to the parties except as otherwise required herein or by law as currently in effect or hereafter amended.
- d. Any formality of procedure, including specification of times of performance, may be revised and/or waived by mutual consent of the parties, subject to the approval of the Faculty Hearing Committee.
- e. Nothing contained herein shall preclude the informal disposition of complaints by stipulation or by agreed settlement where such resolution is consistent with university rules.

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

iii. Appeals to the Faculty Hearing Committee Procedures

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

a. Pre-Hearing Procedures

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

b. Formal Proceedings

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

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 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.