



**Faculty  
Policies and Procedures  
Handbook**

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**2024**

## **Preface**

This Faculty Handbook is intended to define the rights and obligations of the Northern Kentucky University administration and faculty members. All of the material in this Handbook has been approved by the Northern Kentucky University Board of Regents and, as such, constitutes official University policy.

In addition to the Faculty Handbook, the obligations of the Northern Kentucky University faculty, as well as the obligations of the administration to the faculty, may be defined in specific individual faculty appointment forms and in faculty handbooks of departments or colleges that have also been approved by the Board of Regents.

All changes or revisions to the Faculty Handbook must be approved by the Faculty Senate and the Board of Regents. The official copy of the Faculty Handbook is maintained on the website of the Provost and Executive Vice President for Academic Affairs (<https://www.nku.edu/academicaffairs.html>). This office will notify faculty of any changes or revisions to the Faculty Handbook and update the official copy of the Handbook within 30 days of changes or revisions being approved by the Board of Regents.

# TABLE OF CONTENTS

## 1. DEFINITION OF FACULTY STATUS

<u>1.1.</u> Introduction .....	13
<u>1.2.</u> Full-Time, Tenure-Track Faculty .....	13
<u>1.3.</u> Full-Time Teaching Faculty .....	13
<u>1.4.</u> Full-Time Visiting Faculty .....	14
<u>1.5.</u> Part-Time Faculty .....	14
<u>1.5.1.</u> Part-Time Temporary Faculty .....	14
<u>1.5.2.</u> Part-Time Tenure-Track and Tenured Appointments.....	14
1.5.2.1. Temporary Part-Time Tenure-Track and Tenured Appointments.....	15
1.5.2.2. Permanent Part-Time Tenure-Track and Tenured Appointments .....	16
<u>1.6.</u> Librarians .....	16
<u>1.7.</u> Special-Appointment Faculty .....	17
<u>1.7.1.</u> Emeritus Faculty .....	17
<u>1.7.2.</u> Guest Faculty .....	17
<u>1.7.3.</u> Adjunct Faculty .....	17
<u>1.7.4.</u> Endowed Chairs and Named Professorships .....	17
<u>1.7.5.</u> Professors of Practice .....	17
1.7.5.1. Assistant Professor of Practice .....	18
1.7.5.2. Associate Professor of Practice .....	18
1.7.5.3. Professor of Practice.....	18
<u>1.7.6.</u> Clinical Faculty .....	18
1.7.6.1. Clinical Instructor.....	19
1.7.6.2. Clinical Assistant Professor.....	19
1.7.6.3. Clinical Associate Professor.....	19
1.7.6.4. Clinical Professor .....	19
<u>1.8.</u> Administrators with Faculty Rank .....	19
<u>1.8.1.</u> Full-Time Administrators with Academic Rank .....	19
<u>1.8.2.</u> Cooperating Faculty .....	20
<u>1.8.3.</u> Retreat Rights .....	20
<u>1.9.</u> Qualifications for Appointment to Rank .....	20
<u>1.9.1.</u> Instructor .....	20
<u>1.9.2.</u> Assistant Professor .....	20
<u>1.9.3.</u> Associate Professor.....	21
<u>1.9.4.</u> Professor .....	21
<u>1.9.5.</u> Lecturer .....	21
<u>1.9.6.</u> Part-Time Faculty .....	21
<u>1.10.</u> Graduate Faculty .....	21
<u>1.10.1.</u> Full Graduate Faculty Status .....	21
<u>1.10.2.</u> Associate Graduate Faculty Status .....	22

## **2. CONTRACTS**

<b><u>2.1.</u></b> Academic Year and Faculty Contractual Duties .....	22
<b><u>2.2.</u></b> Initial Appointment—Probationary .....	23
<b><u>2.3.</u></b> Reappointment—Probationary .....	23
<b><u>2.3.1.</u></b> Instructor .....	23
<b><u>2.3.2.</u></b> Assistant Professor .....	23
<b><u>2.4.</u></b> Part-Time Faculty .....	23
<b><u>2.5.</u></b> Probationary Contracts .....	23
<b><u>2.6.</u></b> Faculty with Tenure .....	24
<b><u>2.7.</u></b> Locus of Contract Appointment .....	24
<b><u>2.8.</u></b> University Benefits .....	24
<b><u>2.8.1.</u></b> Definitions .....	24
2.8.1.1. Benefits.....	24
2.8.1.2. Employee.....	24
<b><u>2.8.2.</u></b> Range of Benefits .....	24
<b><u>2.8.3.</u></b> Faculty Development Programs: Sabbaticals, Summer Fellowships, Project Grants .....	24
<b><u>2.9.</u></b> Board of Regents Approval .....	24
<b><u>2.10.</u></b> Faculty Recruitment and Appointment .....	24
<b><u>2.11.</u></b> Emeritus Faculty Appointments .....	25
<b><u>2.12.</u></b> Joint Appointments .....	25

## **3. EVALUATION FOR REAPPOINTMENT, PROMOTION, AND TENURE (RPT)**

<b><u>3.1.</u></b> Criteria .....	27
<b><u>3.1.1.</u></b> Teaching .....	27
<b><u>3.1.2.</u></b> Scholarship and Creative Activity .....	27
<b><u>3.1.3.</u></b> Service to the University, the Discipline/Profession, and/or the Community ..	27
<b><u>3.2.</u></b> Procedures for Decisions on Reappointment, Promotion and Tenure .....	27
<b><u>3.2.1.</u></b> Time Schedule .....	28
<b><u>3.2.2.</u></b> Initiation of Request.....	28
<b><u>3.2.3.</u></b> Departmental/School Committee .....	28
<b><u>3.2.4.</u></b> Departmental/School Committee: Eligibility .....	29
<b><u>3.2.5.</u></b> Departmental/School Committee: Deliberations .....	29
<b><u>3.2.6.</u></b> Departmental/School Committee: Voting and Reporting .....	30
<b><u>3.2.7.</u></b> Chair/Director .....	30
<b><u>3.2.8.</u></b> Dean .....	31
<b><u>3.2.9.</u></b> Provost .....	31
<b><u>3.2.10.</u></b> President.....	31
<b><u>3.2.11.</u></b> Board of Regents .....	32
<b><u>3.2.12.</u></b> Notice of Non-Reappointment.....	32
<b><u>3.2.13.</u></b> Withdrawal of Application .....	32
<b><u>3.2.14.</u></b> Formal Reconsideration and Grievance .....	32

#### **4. REAPPOINTMENT**

<b><u>4.1.</u></b> Eligibility .....	33
<b><u>4.2.</u></b> Qualification .....	33
<b><u>4.3.</u></b> Procedures .....	33

#### **5. PROMOTION**

<b><u>5.1.</u></b> Qualifications.....	33
<b><u>5.1.1.</u></b> Promotion to Assistant Professor .....	33
<b><u>5.1.2.</u></b> Promotion to Associate Professor .....	34
<b><u>5.1.3.</u></b> Promotion to Professor .....	34
<b><u>5.2.</u></b> Criteria and Procedures .....	34

#### **6. TENURE**

<b><u>6.1.</u></b> Definition of Tenure .....	34
<b><u>6.2.</u></b> Grant of Tenure .....	34
<b><u>6.3.</u></b> Purpose of Tenure .....	34
<b><u>6.4.</u></b> Eligibility .....	35
<b><u>6.5.</u></b> Criteria for Tenure Decisions .....	35
<b><u>6.6.</u></b> Procedure .....	35
<b><u>6.7.</u></b> Time .....	35
<b><u>6.8.</u></b> Denial of Grant of Tenure .....	36

#### **7. APPOINTMENT, REAPPOINTMENT, PROMOTION AND TENURE FOR LIBRARIANS**

<b><u>7.1.</u></b> Distinct Responsibilities .....	36
<b><u>7.2.</u></b> Faculty Status and Rank .....	36
<b><u>7.3.</u></b> Policies and Procedures .....	36
<b><u>7.4.</u></b> Ranks for Librarians .....	37
<b><u>7.5.</u></b> Criteria for Evaluation .....	37
<b><u>7.5.1.</u></b> Position .....	37

#### **8. PERFORMANCE REVIEW**

<b><u>8.1.</u></b> Purpose and Applicability .....	37
<b><u>8.2.</u></b> Criteria .....	37
<b><u>8.3.</u></b> Procedures .....	38
<b><u>8.4.</u></b> Appeal Procedures .....	38

#### **9. POST-TENURE REVIEW**

<b><u>9.1.</u></b> Purpose and Applicability .....	38
<b><u>9.2.</u></b> Statement of Purpose and Principles .....	39
<b><u>9.3.</u></b> Definitions .....	40
<b><u>9.3.1.</u></b> Post-Tenure Review .....	40
<b><u>9.3.2.</u></b> Post-Tenure Review Committee .....	40
<b><u>9.4.</u></b> Initiation of the Post-Tenure Review Process .....	40

<b>9.5.</b>	Creation of a Post-Tenure Review Committee .....	41
<b>9.5.1.</b>	Membership of the Post-Tenure Review Committee .....	41
<b>9.5.2.</b>	Chair of the Post-Tenure Review Committee .....	41
<b>9.5.3.</b>	College-Wide Post-Tenure Review Committee .....	41
<b>9.6.</b>	The Review Process .....	42
<b>9.6.1.</b>	Initiating the Review .....	42
<b>9.6.2.</b>	Review of the Materials .....	42
<b>9.6.3.</b>	Committee Decision.....	42
<b>9.6.4.</b>	Post-Tenure Development Plan .....	43
<b>9.6.5.</b>	Appeal of the Development Plan .....	43
<b>9.6.6.</b>	Implementation of the Development Plan .....	43
<b>9.6.7.</b>	Completing the Development Plan .....	43
<b>9.7.</b>	Process Review .....	44

## **10. SEPARATION**

<b>10.1.</b>	Resignation .....	45
<b>10.2.</b>	Retirement .....	45
<b>10.3.</b>	Phased Retirement Program .....	45
<b>10.3.1.</b>	Purpose .....	45
<b>10.3.2.</b>	Eligibility .....	45
<b>10.3.3.</b>	Application.....	45
<b>10.3.4.</b>	Participation .....	46
<b>10.3.5.</b>	Other .....	46
<b>10.4.</b>	Non-Reappointment .....	47
<b>10.5.</b>	Termination for Medical Reasons.....	47
<b>10.6.</b>	Program Reduction and Faculty Reassignment .....	47
<b>10.6.1.</b>	Basis for Program Reduction or Termination .....	47
<b>10.6.2.</b>	Request to Reduce or Terminate a Program .....	48
<b>10.6.3.</b>	Reassignment of Tenured Faculty .....	48
<b>10.6.4.</b>	Termination of Program Faculty .....	48
<b>10.6.5.</b>	College Program Review Committee .....	49
<b>10.6.6.</b>	Appeal Process for Faculty Termination Due to Programs Reduction or Elimination.....	49
<b>10.7.</b>	Financial Exigency .....	50
<b>10.7.1.</b>	Financial Exigency Policy .....	50
10.7.1.1.	Purposes .....	50
10.7.1.2.	Preparation and Purposes of the Policy .....	50
10.7.1.3.	Academic Values and Tenure .....	50
10.7.1.4.	Responsible University Means .....	51
10.7.1.5.	Continual and Periodic Analysis .....	51
<b>10.7.2.</b>	Definitions .....	51
10.7.2.1.	Termination for Financial Exigency.....	51
10.7.2.2.	Financial Exigency .....	51

10.7.2.3. Financial Exigency Committee .....	51
10.7.2.4. Day .....	52
<u>10.7.3.</u> Determination of Financial Exigency and Board Authorization .....	52
<u>10.7.4.</u> Establishment and Operation of the Financial Exigency Committee .....	52
10.7.4.1. Committee Composition .....	52
10.7.4.2. Committee Charge .....	53
10.7.4.3. Committee Process .....	53
<u>10.7.5.</u> President’s Action .....	53
<u>10.7.6.</u> Board Action .....	53
<u>10.7.7.</u> University Action Upon Declaration of Financial Exigency .....	54
<u>10.7.8.</u> Termination of Faculty Positions .....	54
10.7.8.1. Consideration/Obligation to Faculty .....	54
10.7.8.2. Notice to Individual Faculty .....	55
10.7.8.3. Unemployment Compensation .....	56
<u>10.7.9.</u> Review of Individual Terminations .....	56
10.7.9.1. Request for a Hearing .....	56
10.7.9.2. Conduct of the Hearing .....	56
10.7.9.3. Procedure After Hearing .....	57
<u>10.7.10.</u> Exclusive Procedure .....	57
<u>10.7.11.</u> Termination of Financial Exigency .....	57
<b><u>10.8.</u></b> Termination for Cause .....	57
<u>10.8.1.</u> Grounds for Termination .....	57
<u>10.8.2.</u> Procedures for Termination .....	58
10.8.2.1. Cause for Dismissal .....	58
10.8.2.2. Process for Dismissal .....	58
10.8.2.3. Dismissal Hearing Process .....	58
<b><u>11. FACULTY DEVELOPMENT PROGRAMS</u></b>	
<u>11.1.</u> Sabbatical Leaves .....	60
<u>11.1.1.</u> Purpose .....	60
<u>11.1.2.</u> Eligibility for Sabbatical Leaves .....	60
<u>11.1.3.</u> Conditions .....	61
<u>11.1.4.</u> Required Reporting .....	62
<u>11.1.5.</u> Procedures .....	62
<u>11.2.</u> Faculty Summer Fellowships .....	62
<u>11.2.1.</u> Purpose .....	62
<u>11.2.2.</u> Eligibility for Faculty Summer Fellowships .....	62
<u>11.2.3.</u> Term of the Fellowship .....	63
<u>11.2.4.</u> Stipend or Reassigned Time .....	63
<u>11.2.5.</u> Conditions .....	63
<u>11.2.6.</u> Reporting .....	63
<u>11.2.7.</u> Procedures .....	64

<b><u>11.3.</u></b> Faculty Project Grants .....	64
<b><u>11.3.1.</u></b> Purpose .....	64
<b><u>11.3.2.</u></b> Eligibility for Faculty Project Grants .....	64
<b><u>11.3.3.</u></b> Award .....	64
<b><u>11.3.4.</u></b> Limitations .....	64
<b><u>11.3.5.</u></b> Disposition of Purchased Property .....	64
<b><u>11.3.6.</u></b> Grant Administration .....	65
11.3.6.1. Administration and Accounting .....	65
11.3.6.2. Fiscal Procedures .....	65
<b><u>11.3.7.</u></b> Final Report .....	65
<b><u>11.3.8.</u></b> Procedures .....	65
<b><u>11.4.</u></b> Application and Procedures .....	65
<b><u>11.4.1.</u></b> Application .....	65
<b><u>11.4.2.</u></b> Evaluations and Recommendations .....	66
<b><u>11.4.3.</u></b> By-Laws .....	66
<b><u>11.4.4.</u></b> Evaluation .....	67
<b><u>11.5.</u></b> Regents Professorship Award .....	67
<b><u>11.6.</u></b> Faculty-Initiated Reassigned Time .....	68
<b><u>11.6.1.</u></b> Definitions .....	68
<b><u>11.6.2.</u></b> Eligibility for Faculty-Initiated Reassigned Time .....	68
<b><u>11.6.3.</u></b> Purpose and Scope .....	68
<b><u>11.6.4.</u></b> Limitations .....	68
<b><u>11.6.5.</u></b> General .....	68
<b><u>11.6.6.</u></b> Procedure and Evaluation .....	69
<b><u>11.6.7.</u></b> Intervening Circumstances .....	69
<b><u>11.7.</u></b> Administrative-Initiated Reassigned Time .....	69
<b><u>11.8.</u></b> Tuition Waiver .....	70
<b><u>11.9.</u></b> Travel Funds .....	70

## **12. FACULTY LEAVES**

<b><u>12.1.</u></b> Leaves for Faculty on Academic-Year Contracts .....	70
<b><u>12.2.</u></b> Jury Duty and Court Appearances .....	70
<b><u>12.3.</u></b> Temporary Military Leave .....	71
<b><u>12.4.</u></b> Extended Military Leave.....	71
<b><u>12.5.</u></b> Professional Leave .....	71
<b><u>12.6.</u></b> Paid Leave For Illness, Temporary Disability, or Parental Leave .....	71
<b><u>12.7.</u></b> Unpaid Sick Leave .....	72
<b><u>12.8.</u></b> Unpaid Leave .....	73
<b><u>12.9.</u></b> Special or Emergency Leave .....	73
<b><u>12.10.</u></b> Mandatory Leave .....	73
<b><u>12.11.</u></b> Leaves for Faculty on Fiscal-Year Contracts .....	74



**13. FACULTY WORKLOAD POLICY**

**13.1.** General.....74  
**13.2.** Modified Duties .....74

**14. GRIEVANCES**

**14.1.** Definition .....76  
**14.2.** Peer Review Process .....76  
    **14.2.1.** Matters Subject to Peer Review .....76  
    **14.2.2.** Composition of Peer Review Committees .....77  
        14.2.2.1. Membership of the Committees .....77  
        14.2.2.2. Election of the Committee Members .....77  
        14.2.2.3. Terms of the Committee Members .....77  
        14.2.2.4. Chairs of the Committees .....77  
        14.2.2.5. Conflict of Interest .....77  
    **14.2.3.** Procedure .....78  
        14.2.3.1. Filing the Petition .....78  
        14.2.3.2. Withdrawing the Petition .....78  
    **14.2.4.** Peer Review Advisory Committee .....78  
        14.2.4.1. Initiating the Process .....78  
        14.2.4.2. The Committee Process .....79  
        14.2.4.3. Resolution by Negotiation .....79  
        14.2.4.4. Non-Resolution by Negotiation.....80  
    **14.2.5.** Peer Review Hearing Committee .....80  
        14.2.5.1. Representation at the Hearing .....80  
        14.2.5.2. Timing of the Hearing .....80  
        14.2.5.3. Scope of the Review .....80  
        14.2.5.4. Hearing Procedures .....81  
        14.2.5.5. Decision of the Committee .....83  
        14.2.5.6. Committee Report .....83  
        14.2.5.7. President’s Decision .....83  
        14.2.5.8. Board of Regents’ Decision .....83  
        14.2.5.9. Communication .....84  
        14.2.5.10. Keeping of the Record .....84  
**14.3.** Complaint Process .....84  
    **14.3.1.** Process Applicability .....84  
    **14.3.2.** Complaint Process Procedure .....84  
    **14.3.3.** Complaint Advisory Committee .....84

**15. AMENDMENT TO THE NORTHERN KENTUCKY UNIVERSITY FACULTY  
POLICIES AND PROCEDURES HANDBOOK** .....85

## **16. FACULTY AND UNIVERSITY POLICIES**

<b><u>16.1.</u></b> General .....	86
<u>16.1.1.</u> Introduction .....	86
<u>16.1.2.</u> Faculty and University Policies .....	86
<u>16.1.3.</u> Legal Defense and Indemnification/Notice Requirement .....	86
<b><u>16.2.</u></b> Professional Ethics and Responsibilities .....	86
<u>16.2.1.</u> Introduction .....	86
<u>16.2.2.</u> Professional Obligations .....	87
16.2.2.1. Obligations to Students .....	87
16.2.2.2. Obligations to Colleagues and the University .....	88
16.2.2.3. Obligations to the Community .....	88
<b><u>16.3.</u></b> Academic Freedom .....	88
<b><u>16.4.</u></b> Policies and Expectations for Outside Activities .....	89
<b><u>16.5.</u></b> Advising of Students .....	90
<b><u>16.6.</u></b> Human Subjects Policies .....	90
<u>16.6.1.</u> General .....	90
<u>16.6.2.</u> Research That Involves Human Subjects .....	91
<u>16.6.3.</u> Research That Involves Human Subjects but Does Not Need Approval From the Institutional Review Board (IRB) .....	92
<u>16.6.4.</u> Investigator’s Legal Responsibility in Research with Human Subjects .....	92
<u>16.6.5.</u> Application Procedures .....	92
<u>16.6.6.</u> Review of Application by the Institutional Review Board (IRB).....	93
<u>16.6.7.</u> Actions by the Institutional Review Board (IRB).....	94
16.6.7.1. Classify the Submission as Not Research .....	94
16.6.7.2. Approve the Research as Exempt.....	95
16.6.7.3. Approve the Research as Expedited .....	95
16.6.7.4. Full Board Approval .....	95
16.6.7.5. Disapprove the Research .....	95
<u>16.6.8.</u> Disposition of the Recommendations .....	95
<u>16.6.9.</u> Rights of Appeal .....	95
<u>16.6.10.</u> Appeal Decision .....	96
<u>16.6.11.</u> Records and Documentation of the Investigation .....	96
<u>16.6.12.</u> Institutional Review Board (IRB) Records .....	96
<u>16.6.13.</u> Policy for Liability for Institutional Review Board (IRB).....	97
<b><u>16.7.</u></b> Scientific/Research Misconduct .....	97
<u>16.7.1.</u> Preamble and Policy Statement .....	97
<u>16.7.2.</u> Definitions .....	97
16.7.2.1. Complainant .....	97
16.7.2.2. Good Faith.....	97
16.7.2.3. Inquiry .....	98
16.7.2.4. Investigation .....	98
16.7.2.5. Research Misconduct .....	98

16.7.2.6. Research Record.....	98
16.7.2.7. Respondent .....	98
16.7.2.8. Retaliation .....	99
<u>16.7.3. Policies.....</u>	99
16.7.3.1. Confidentiality.....	99
16.7.3.2. Interim Administrative Action .....	99
16.7.3.3. Extramural Assurance and Reporting Requirements.....	99
16.7.3.4. Statute of Limitation.....	99
16.7.3.5. Conflict of Interest.....	100
16.7.3.6. Absence of the Respondent of the Allegation .....	100
16.7.3.7. Restoring Reputation.....	100
16.7.3.8. False Accusations .....	100
<u>16.7.4. Procedures .....</u>	101
16.7.4.1. Allegations of Research Misconduct .....	101
16.7.4.2. Preliminary Inquiry .....	101
16.7.4.3. Formal Investigation .....	103
16.7.4.4. Documentation .....	106
16.7.4.5. Disciplinary Action .....	107
16.7.4.6. Appeal .....	107
<b><u>16.8. Sexual Harassment/Gender Discrimination .....</u></b>	<b>108</b>
<u>16.8.1. Statement of General Policy .....</u>	<u>108</u>
<u>16.8.2. Definition of Sexual Harassment .....</u>	<u>108</u>
<u>16.8.3. Prevention .....</u>	<u>108</u>
<u>16.8.4. Limitations of the Policy .....</u>	<u>108</u>
<u>16.8.5. Procedures for Reporting Sexual Harassment .....</u>	<u>108</u>
<u>16.8.6. Informal Process .....</u>	<u>109</u>
<u>16.8.7. Formal Process .....</u>	<u>110</u>
<u>16.8.8. Appeal Process .....</u>	<u>111</u>
<u>16.8.9. Residual Rights and Procedural Comments .....</u>	<u>111</u>
<b><u>16.9. Statement of Consensual Relationships .....</u></b>	<b>111</b>
<u>16.9.1. General .....</u>	<u>111</u>
<u>16.9.2. Preexisting Relationships .....</u>	<u>112</u>
<u>16.9.3. Relationships Involving Students .....</u>	<u>112</u>
<u>16.9.4. Relationships with Other NKU Employees .....</u>	<u>112</u>
<u>16.9.5. Reporting Requirements .....</u>	<u>112</u>
<u>16.9.6. Mitigation of Conflicts of Interest .....</u>	<u>113</u>
<u>16.9.7. Penalties for Violation of this Policy .....</u>	<u>113</u>
<u>16.9.8. Safe Harbor .....</u>	<u>113</u>
<b><u>16.10. Nepotism .....</u></b>	<b>114</b>
<b><u>16.11. Equal Employment Opportunity and Affirmative Action .....</u></b>	<b>114</b>
<b><u>16.12. Appropriate Terminal Degrees for Faculty .....</u></b>	<b>115</b>
<b><u>16.13. Publication and Promotion of Course Offerings .....</u></b>	<b>115</b>

<b><u>16.14.</u></b>	Cancellations or Postponement of Courses .....	116
<b><u>16.15.</u></b>	Standards for Graduate Off-Campus Instruction and Other Special Graduate Instruction .....	116
<b><u>16.15.1.</u></b>	General .....	116
<b><u>16.15.2.</u></b>	Administration .....	116
<b><u>16.15.3.</u></b>	Faculty .....	116
<b><u>16.15.4.</u></b>	Students .....	117
<b><u>16.15.5.</u></b>	Instruction .....	117
<b><u>16.15.6.</u></b>	Academic Credit .....	117
<b><u>16.15.7.</u></b>	Facilities .....	117
<b><u>16.16.</u></b>	Intellectual Property Policy .....	118
<b><u>16.17.</u></b>	Reproduction of Copyrighted Material .....	118
<b><u>16.17.1.</u></b>	General Statement .....	118
<b><u>16.17.2.</u></b>	Scope .....	118
<b><u>16.17.3.</u></b>	Definitions .....	119
16.17.3.1.	Copyright .....	119
16.17.3.2.	Fair Use .....	119
<b><u>16.17.4.</u></b>	Photocopying .....	119
16.17.4.1.	Unauthorized Photocopying .....	119
16.17.4.2.	Guidelines for Authorized Photocopying .....	119
<b><u>16.17.5.</u></b>	Compliance .....	120
16.17.5.1.	Individual Responsibility .....	120
16.17.5.2.	Department/School Responsibility .....	120
<b><u>16.17.6.</u></b>	Bookstore .....	120
<b><u>16.17.7.</u></b>	Software .....	120
16.17.7.1.	General .....	120
16.17.7.2.	Unauthorized Reproduction .....	121
16.17.7.3.	Exceptions .....	121
<b><u>16.17.8.</u></b>	Phonorecords, Broadcast Material, Video Cassettes, Audio Cassettes .....	121
<b><u>16.17.9.</u></b>	Copyright Notices .....	121
16.17.9.1.	Equipment Notice .....	121
16.17.9.2.	Display Warning of Copyright .....	121
<b><u>16.17.10.</u></b>	Violation .....	122
16.17.10.1.	Sanction .....	122
16.17.10.2.	Department/School Responsibility .....	122
<b><u>16.18.</u></b>	Hazardous Waste Policy .....	127
<b><u>16.19.</u></b>	Drug-Free Workplace .....	127
<b><u>16.20.</u></b>	University Alcoholic Beverage Policy and Regulations .....	128
<b><u>16.20.1.</u></b>	Institutional Statement of Policy .....	128
<b><u>16.20.2.</u></b>	Regulations Concerning Alcoholic Beverages .....	129
<b><u>16.21.</u></b>	Prohibition of Hazing .....	131

**APPENDICES**

[Appendix A. Policy on Administrators Returning to Faculty Status](#) ..... 132

[Appendix B. Article IV, NKU Board of Regents Bylaws](#) ..... 133

[Appendix C. Collegial Governance at NKU](#)..... 134

[Appendix D. Regents Professorship Program](#) ..... 138

[Appendix E. Graduate Admissions Policies and Procedures](#) ..... 141

[Appendix F. Intellectual Property Policy](#) ..... 143

[Copyrights](#)..... 143

[Inventions and Patents](#) ..... 151

# **1. DEFINITION OF FACULTY STATUS**

## **1.1. INTRODUCTION**

Faculty are professionals employed by Northern Kentucky University (NKU, “the University”) to perform teaching and other academic responsibilities commensurate with the missions and goals of the University. “Professional” is construed to mean a person who, because of competence in a discipline, has the ability and responsibility to impart knowledge through effective teaching, other assigned activities, or both, and to engage in research and creative endeavors in an impartial and judicious manner.

The definitions set forth here apply to all provisions of this Handbook.

## **1.2. FULL-TIME, TENURE-TRACK FACULTY**

Full-time tenure-track faculty are probationary or tenured faculty who hold the academic rank of Instructor, Assistant Professor, Associate Professor, or Professor, and who teach a full course load as stipulated by the University, or whose academic assignment is more than 50% within an academic department or program. Department chairs or school directors who hold faculty status are full-time, tenure-track faculty. Reassigned time does not remove a person from full-time, tenure-track faculty status.

## **1.3. FULL-TIME TEACHING FACULTY**

Full-time teaching faculty hold the rank of Assistant Teaching Professor, Associate Teaching Professor, or Teaching Professor. Teaching faculty perform full-time teaching and service duties as stipulated by the University and their appointment form. Teaching faculty are not appointed to a probationary or tenured position, and at no point will accrue time toward tenure.

Faculty holding a teaching appointment are generally hired as an Assistant Teaching Professor with a minimum one-year appointment. Subsequent teaching faculty contracts are renewed for an additional two-year (Assistant Teaching Professor) or three-year (Associate Teaching Professor and Teaching Professor) appointment, contingent on positive annual performance reviews as well as support from the department/program chair and dean/director/vice provost. The performance review process is on the normal schedule, based upon duties as stipulated in the appointment form. Notification of non-renewal of appointment must be made to the faculty member by March 31.

Faculty holding teaching appointments are employed as the result of an internal or external search process. At the end of five years in the position, a full-time Assistant Teaching Professor is eligible for promotion to Associate Teaching Professor. After five years in the position, an Associate Teaching Professor is eligible for promotion to Teaching Professor. Criteria for promotion to Associate Teaching Professor and Teaching Professor will be established in writing by each academic unit, subject to the approval of the appropriate dean, director, or vice provost.

The recommendation for promotion will be made by the head of the academic unit, with input from the faculty, during the normal performance review in the fifth year (Associate Teaching Professor) or

tenth year (Teaching Professor) of the faculty member's appointment, or in subsequent years in case of a negative recommendation. The recommendation (positive or negative) will be forwarded to the appropriate dean, director, or vice provost, who will make the final decision.

#### **1.4. FULL-TIME VISITING FACULTY**

Full-time visiting faculty hold the rank appropriate to their credentials and teaching experience. Normally the appointment rank will be Visiting Assistant Teaching Professor, Visiting Associate Teaching Professor, or Visiting Teaching Professor. Visiting faculty will perform full-time duties as stipulated by the University, but they are not appointed to a probationary or tenured position. At no point will appointees to these positions accrue time toward tenure.

Full-time visiting faculty are expected to carry a full course load and to perform all the duties associated with these teaching responsibilities. Departments/schools may invite them to faculty meetings and may involve them in appropriate committees; they are expected to attend any meetings related to their teaching. Any other assignments or responsibilities should be specified by the department/program chair at the time of appointment and are subject to the approval of the dean, director, or vice provost. Departments/schools may use this category to employ faculty who have no teaching responsibilities, e.g., grant-supported researchers or postdoctoral associates.

Faculty holding a visiting appointment are appointed on a one-year basis. A visiting faculty position appointment may be made after consultation between the department/program chair and the dean, director, or vice provost, with approval by the provost. Visiting faculty appointments are one-year, temporary, terminal appointments that can be repeated.

Full-time visiting faculty are provided with Social Security contributions by the University. In addition, health insurance is provided by the University if the appointment is full-time for the complete academic year. If the appointment is full-time for less than one complete academic year, health insurance is provided by the University as needed to comply with local, state, or federal laws or regulations.

#### **1.5. PART-TIME FACULTY**

##### **1.5.1. Part-Time Temporary Faculty**

Part-time temporary faculty are faculty members who teach less than a full course load in a given semester, as determined and assigned by the University. Part-time temporary faculty may not be appointed to probationary or tenured positions. These faculty are expected to carry out all of the teaching duties associated with their class(es), including grading and office hours. They may also be asked to meet with faculty who teach other sections of the course(s).

##### **1.5.2. Part-Time Tenure-Track and Tenured Appointments**

While tenure-track and tenured appointments are usually full time, Northern Kentucky University recognizes the importance of flexibility of employment so that faculty can better manage the balance between their professional work and personal obligations, either over a defined period of time or permanently. This policy is intended to encourage departments/schools to accommodate

reasonable requests for part-time appointments; however, part-time appointments are not an entitlement, and requests may be turned down when the faculty member and the department/school cannot agree upon a workable plan.

Tenure-track faculty members may request a *temporary* (with specific starting and ending dates) part-time appointment for reasons of balancing work and family such as the arrival or care of a child, the care of a family member, for personal circumstances related to the health of the faculty member, or, in certain circumstances in order to maintain certification in a clinical field. A term part-time appointment requires the issue to be revisited on an annual basis. The mandatory tenure year will be adjusted accordingly.

Tenured faculty members may request either *temporary* or *permanent* part-time appointments for reasons stated above, or to balance work at NKU with professional practice or significant community or public service. Examples include a professor who wishes to serve as a consultant in addition to an appointment at NKU; a professor who wishes to engage in entrepreneurial activity outside of university responsibilities; or a professor who runs for public office for a limited term and wishes to reduce the workload at NKU for that period. Other reasonable justifications may be considered if approved by the department head or chair/school director, dean, and provost.

Part-time appointments are made for any fraction 50% or greater of a full appointment; faculty members receive proportional salary. Faculty members considering such appointments are strongly encouraged to meet with representatives in the benefits office in the Department of Human Resources to gain a clear understanding of any potential impact on their benefits. Likewise, the allocation of university resources, such as office and lab space, will be negotiated as part of the written agreement.

Faculty members on part-time appointments, whether term or permanent, retain all rights and responsibilities attendant to their appointment as a tenured faculty member.

#### **1.5.2.1. *Temporary Part-Time Tenure-Track and Tenured Appointments***

*Temporary* part-time appointments are made for increments of one academic year. During the duration of the year, conditions of the appointment may be changed only with the written agreement of all parties. A temporary part-time appointment must specify the date on which the faculty member is expected to return to full-time status. Renewal of a temporary part-time appointment should be negotiated no less than three months before the end of the current academic year so that the department/school can plan accordingly.

Only the faculty member may initiate a request for conversion from full-time to part-time appointment. The reasons for the request should be clearly stated on the request form (provided on the Academic Affairs website). The department chair/school director should make a careful assessment of the needs of the department/school and, in consultation with the dean, work with the faculty member requesting the part-time appointment to facilitate the request whenever possible.



The written agreement should include a statement of work expectations for the part-time appointment. Generally, faculty members continue to contribute to all areas of responsibility, but with reduced expectations for accomplishment proportional to the fractional appointment. Service responsibilities for faculty members on part-time appointments are generally proportional to their appointments. Faculty members on part-time appointments are not excused from regular departmental/school, college, or university service because of the part-time appointments.

The written agreement for either an initial appointment or a conversion of a full-time appointment to part-time status and any subsequent renewal requires the approval of the faculty member, department chair/school director, dean, and provost.

An initial temporary part-time appointment, either tenured or tenure-track, may be approved consistent with the intent of this policy. The expectation is that the subsequent reappointment, if recommended, is for a full-time position, unless the faculty member requests a renewal of the temporary part-time appointment in accordance with these guidelines.

The mandatory tenure year will be set upon the initial hire. This date will normally reflect an adjustment relevant to the percentage of appointment (for example, a 50% appointment would apply for tenure no later than year 12; a 75% appointment would apply for tenure in year 9, etc.). However, adjustments will need to be made if the percentage of appointment fluctuates during the pre-tenure period and these adjustments will need to be approved in writing by the department chair/school director, dean, and provost. The Office of the Provost is responsible for keeping track of the mandatory tenure year for all pre-tenure faculty and for communicating that tenure year, in writing, to each part-time tenure-track candidate.

#### **1.5.2.2. *Permanent Part-Time Tenured Appointments***

For *permanent* part-time tenured appointments with no end date, a return to a full-time appointment is not guaranteed and the faculty member remains entitled to the tenured appointment on the part-time basis only. However, an increase in the percent of the appointment up to full-time may be renegotiated between the faculty member and department chair/school director if mutually agreeable and funds are available. The department/school and the college determine the best way to cover the costs of the academic work in the case of conversion to a permanent part-time appointment.

### **1.6. LIBRARIANS**

Full-time librarians employed by the University in faculty positions are full-time, tenure-track faculty; full-time teaching faculty; or full-time visiting faculty. Part-time librarians employed by the University in faculty positions are part-time faculty (see Sections 1.1, 1.2, 1.3, 1.4, 1.5).

## **1.7. SPECIAL-APPOINTMENT FACULTY**

### **1.7.1. Emeritus Faculty**

The “emeritus” designation is a way of honoring retired faculty or administrators who held faculty rank. Such persons hold the faculty title and rank held immediately prior to their retirement, followed by the title “emeritus.” Emeritus status may be granted upon or after retirement and is conferred by the Board of Regents, following the process set forth in Section 2.11 “Emeritus Appointments”.

### **1.7.2. Guest Faculty**

Guest faculty are persons who hold a temporary appointment for an academic year, a semester, or a shorter term, as designated in their letter of appointment. Normally such persons hold a faculty appointment at another university or college. Such persons hold an appropriate rank preceded by the designation “guest.”

### **1.7.3. Adjunct Faculty**

Adjunct faculty are fully qualified research, teaching, or creative persons who are paid more than 50% of their salary from non-University sources such as grant funds, but who contribute significantly to teaching, research, or service. Where the rank of Professor does not appear to be suitable, “adjunct” will be added to the appropriate rank.

### **1.7.4. Endowed Chairs and Named Professorships**

A named professorship is a faculty position endowed primarily by outside sources and awarded to an individual who meets all the criteria for the rank of Professor and has acquired a national reputation for excellence in instruction and scholarship in the discipline in which the named professor is appointed.

### **1.7.5. Professors of Practice**

The professor of practice series provides for non-tenure-track faculty appointments for individuals who bring specialized expertise to the instructional programs of the University, thereby complementing the qualifications and contributions of tenure-track faculty. Individuals appointed to these ranks are expected to be successful and effective professionals in a given field. They must be effective teachers of the discipline and are expected to be able to understand and evaluate the research that applies to their field and to teach it to students. While professor of practice faculty members may conduct research and present their findings in professional venues, there are no expectations for an extensive research program as is typical of tenure-track faculty appointments.

Individuals appointed to a professor of practice rank must have a graduate or professional degree in the discipline (or a related discipline), professional certification(s) if relevant, and/or significant professional experience. A record of significant professional achievement is expected for appointment at the Associate Professor or Professor level; initial appointments at such ranks

require approval of the appropriate departmental/school committee and head or chair/director. Appointment to one of these ranks may be from one to five years and is renewable without limit. Tenure will not be awarded at any of these ranks.

Creation of a professor of practice faculty line and further detail on the duties and responsibilities of these ranks; criteria and the process for appointment, reappointment, and promotion; and the terms and conditions of employment for professors of practice (including Assistant Professors of Practice and Associate Professors of Practice) must be established and approved by the faculty of the respective academic departments/schools or programs and approved by the applicable chair/director and dean. The professor of practice ranks include Assistant Professor, Associate Professor, and Professor.

#### **1.7.5.1. Assistant Professor of Practice**

Persons appointed at the Assistant Professor of Practice rank have a graduate or professional degree in the discipline (or a related discipline), professional certification(s) if relevant, and/or significant professional experience. Experience and a demonstrated competence in practice of the profession are expected. Credentials must be relevant to the field and type of assignment.

#### **1.7.5.2. Associate Professor of Practice**

Persons appointed at the Associate Professor of Practice rank have a graduate or professional degree in the discipline (or a related discipline), professional certification(s) if relevant, and/or significant professional experience. Credentials for appointment or promotion to this rank must document a record of significant professional experience and accomplishments relevant to the field and type of assignment.

#### **1.7.5.3. Professor of Practice**

Professor of Practice is the capstone rank in the series. Appointment to this rank denotes distinguished professional achievement, and regional, national, or international prominence in the field. Credentials for appointment or promotion to this rank must document a record of significant professional experience and accomplishments relevant to the field and type of assignment. External validation of such accomplishments and leadership in the field is expected at the time of appointment or promotion.

#### **1.7.6. Clinical Faculty**

Faculty members with responsibilities primarily in instruction and/or service in a clinical setting, such as nursing, are considered clinical faculty. The following clinical faculty appointments are intended to promote and retain clinical educators and to complement the clinical activities of the university. While clinical faculty may conduct clinical research and present their findings in professional venues, there are no expectations for an extensive research program as is typical of tenure-track faculty appointments. Tenure cannot be earned in these ranks.

Creation of a clinical faculty line and further detail on the duties and responsibilities of these ranks; criteria and the process for appointment, reappointment, and promotion; and the terms and conditions of employment for clinical faculty members must be established and approved by the faculty of the respective academic departments/schools or programs and approved by the applicable chair/director and dean. The clinical faculty ranks include Clinical Instructor, Clinical Assistant Professor, Clinical Associate Professor, and Clinical Professor.

#### **1.7.6.1. Clinical Instructor**

Persons appointed to the Clinical Instructor rank must have the appropriate professional degree. Preference is given to individuals eligible for, or certified by, the most appropriate specialty college or organization recognized by the profession. Appointments at this rank are typically for one year and are renewable.

#### **1.7.6.2. Clinical Assistant Professor**

Persons appointed to the Clinical Assistant Professor rank must have the appropriate professional degree and be certified by the appropriate college recognized by the professional organization. Credentials shall be consistent with those for appointment to Assistant Professor, with an expectation for primary commitment to the instructional and clinical teaching setting. Appointment to this rank may be from one to five years and is renewable without limit.

#### **1.7.6.3. Clinical Associate Professor**

Persons appointed to the Clinical Associate Professor rank must have the appropriate professional degree and be certified by the appropriate college recognized by the professional organization. Credentials shall be consistent with those for appointment to Associate Professor, with an emphasis on clinical accomplishments. Appointment to this rank may be from one to five years and is renewable without limit.

#### **1.7.6.4. Clinical Professor**

Persons appointed to the Clinical Professor rank must have the appropriate professional degree and be certified by the appropriate college recognized by the professional organization. Credentials shall be consistent with those for appointment to Professor, with an emphasis on clinical accomplishments. Appointment to this rank may be from one to five years and is renewable without limit.

### **1.8. ADMINISTRATORS WITH FACULTY RANK**

#### **1.8.1. Full-Time Administrators with Academic Rank**

Full-time administrators with academic rank are members of the University administration who hold faculty rank in probationary or tenured positions. Such persons may be assigned teaching responsibilities. This provision is intended to encompass high-level administrators, e.g. the president, vice presidents, deans, and other similarly situated persons.

The initial appointment of full-time administrators with academic rank shall be at the academic rank appropriate for the qualifications presented. Qualifications for academic rank shall be evaluated according to the criteria set forth in Section 3 and Section 5 of this Handbook and the applicable departmental guidelines promulgated under Section 3.1 of this Handbook. These qualifications also apply to promotion in rank (see Section 1.9 “Qualifications for Appointment to Rank” and Section 16.12 “Appropriate Terminal Degrees for Faculty”).

### **1.8.2. Cooperating Faculty**

Cooperating faculty are members of the university administration or staff who hold faculty rank but not in probationary or tenured positions. Such persons’ rank shall be preceded by the designation “cooperating.” Such persons may be assigned teaching responsibilities.

### **1.8.3. Retreat Rights**

Full-time administrators with academic rank, upon approved resignation from their administrative positions, become full-time, tenure-track or tenured faculty, unless their initial contract of appointment requires them to resign their faculty position at the time they resign their administrative position. (Refer to Appendix A in this Handbook: Policy on Administrators Returning to Faculty Status.)

## **1.9. QUALIFICATIONS FOR APPOINTMENT TO RANK**

The initial appointment of faculty, including full-time administrators with academic rank, shall be at the rank appropriate for the qualifications presented. These qualifications apply to promotion in rank (see Section 16.12 “Appropriate Terminal Degrees for Faculty”).

### **1.9.1. Instructor**

An Instructor holds the minimum of a master’s degree (or equivalent, as determined by factors such as work experience, publications, and national or regional reputation in the field). An Instructor shows potential for competent teaching, scholarly activity, and institutional and public service activity relevant to educational background, teaching experience, and specified contractual obligations. An Instructor who receives an appropriate terminal degree may apply for promotion to Assistant Professor as stipulated by Section 3 “Evaluation” and Section 5.1.1 “Promotion to Assistant Professor”.

Full-time teaching faculty (see Section 1.3) holding the rank of Instructor before the adoption of this Handbook (1994) by the Board of Regents shall retain that rank, but may not apply for promotion to Assistant Professor.

### **1.9.2. Assistant Professor**

An Assistant Professor holds an appropriate terminal degree (or equivalent, as determined by such factors as work experience, publications, and national regional reputation in the field). A person may be appointed as an Assistant Professor without holding the appropriate terminal degree or its equivalent, but if a terminal degree is required, it must be earned within the time stipulated in the

initial contract of appointment. If an appropriate terminal degree is not received within the time set forth in the initial contract, the appointment at this rank will terminate. An Assistant Professor has demonstrated competence as a teacher and potential for scholarly and creative activity and service activity as defined in college and departmental/school RPT documents.

### **1.9.3. Associate Professor**

An Associate Professor holds all the qualifications of an Assistant Professor and has been judged effective as a teacher, in scholarly and creative activity, and service activity as defined in college and departmental/school RPT documents. These criteria are listed in order of importance.

### **1.9.4. Professor**

A Professor holds all the qualifications of an Associate Professor and is recognized as a very effective teacher, has a record of high-quality scholarly and creative activity, has demonstrated significant service activity as defined in college and departmental/school RPT documents, and has attained professional recognition at the regional, national, or international level. These criteria are listed in order of importance.

The applicant's entire academic career will be considered, with an emphasis on activities after tenure and promotion to Associate Professor. Applications may be submitted as soon as the above criteria are met, but faculty applying for promotion to Professor will typically have completed six years at the rank of Associate Professor.

### **1.9.5. Lecturer**

A Lecturer is a professionally qualified appointee whose services are contracted primarily for teaching. Lecturer positions shall be non-tenure-track and non-tenure-earning. Lecturers are not eligible for sabbatical leaves, faculty summer fellowships, or faculty project grants, but they may be eligible for university retirement under the terms of the appointment form. Lecturers with full-time appointments are eligible for participation in any appropriate University group insurance plans/benefits. Voting privileges within an educational unit may be extended to a Lecturer within that educational unit.

### **1.9.6. Part-Time Faculty**

Typically, part-time faculty hold the rank of Lecturer, or they may hold ranked adjunct positions. Tenured and tenure-track faculty may also request a term or permanent part-time appointment (see Section 1.5.2.).

## **1.10. GRADUATE FACULTY**

### **1.10.1. Full Graduate Faculty Status**

All NKU faculty who meet the SACSOC Faculty Credentials guidelines referenced in the NKU [Faculty Credentialing policy](#) will be granted full graduate faculty status. The SACSOC guidelines

state that faculty teaching graduate or post-baccalaureate course work must have an “earned doctorate/terminal degree in the teaching discipline or a related discipline.”

Faculty with full graduate faculty status may:

- Teach or supervise graduate students;
- Chair a thesis or dissertation committee or serve as a committee member;
- Advise graduate students;
- Serve on Graduate Council;
- Serve as a graduate program director;
- Vote upon any issue that is presented for a vote by all graduate faculty.

### **1.10.2. Associate Graduate Faculty Status**

As stated in the [NKU Faculty Credentialing policy](#), faculty who do not meet the requirements of the SACSCOC Faculty Credentials guidelines may have their credentials evaluated by their academic department/school to determine their qualifications for associate graduate faculty status through alternative credentials. Final approval for all faculty credentialing, including alternative credentialing, rests with the provost.

Faculty who receive associate graduate faculty status may:

- Teach graduate level courses;
- Serve on thesis or dissertation committees.

Faculty who receive associate graduate faculty status may not:

- Serve as a graduate program director
- Chair a thesis or dissertation committee
- Serve on Graduate Council
- Vote on Graduate Council issues presented to all graduate faculty

## **2. CONTRACTS**

### **2.1. ACADEMIC-YEAR AND FACULTY CONTRACTUAL DUTIES**

The academic year refers to the time during which the teaching faculty fulfill their contractual obligations to the University. Unless otherwise specified in writing, faculty fulfill their contractual obligations during the academic year, i.e., from one week before the first day of fall semester classes through two weeks after the last day of spring semester classes. The academic year is normally 34 working weeks (9 months), starting in mid-August and ending in mid-May.

Unless otherwise specified in writing, faculty contractual duties refer to those duties specified in Section 3.1 “Criteria”, and include teaching, scholarly/creative activity, and institutional/public service. Faculty may teach or perform other specified duties for the University between academic

years. Such activities are in addition to the academic-year contractual duties, and may be included as part of faculty evaluation processes (see Section 3 “Evaluation”) at the discretion of the individual faculty member.

Faculty are not required to perform academic-year contractual duties between academic years. However, faculty shall have full access to available University resources between academic years to pursue activities related to evaluation processes specified in Section 3 “Evaluation”. Use of these resources is subject to Kentucky Revised Statutes.

## **2.2. INITIAL APPOINTMENT—PROBATIONARY**

Ordinarily an initial appointment will be for two years for all ranks. If a person is appointed to the faculty during an academic year, the term of the contract will end at the end of the following academic year.

## **2.3. REAPPOINTMENT—PROBATIONARY**

### **2.3.1. Instructor**

An Instructor who is reappointed shall receive a one-year contract, which may be renewed. No person shall hold the rank of Instructor for more than seven years. If an Instructor does not qualify for promotion before the end of the sixth year in rank, including any University-recognized credit for prior service, the contract for the seventh year shall be a terminal contract (see Section 2.5 “Probationary Contracts”). Non-tenure-track, renewable faculty holding the rank of Instructor before the 1994 adoption of this Handbook may be reappointed at this rank beyond the seven-year limit.

### **2.3.2. Assistant Professor**

Reappointments of an Assistant Professor will be for two-year terms, provided, however, that the total time in probationary appointments, including University-recognized credit for prior service, does not exceed seven years. If an Assistant Professor does not receive tenure before the end of the sixth year of probationary appointments, including university-recognized credit for prior service, the contract for the seventh year shall be a one-year terminal contract (see Section 2.5 “Probationary Contracts”).

## **2.4. PART-TIME FACULTY**

The term of employment for part-time (non-tenure-track or non-tenured) faculty shall not exceed one academic year.

## **2.5. PROBATIONARY CONTRACTS**

Faculty who have probationary contracts do not have tenure. Reappointment to a probationary contract is conditioned upon successful performance and recommendation for reappointment as specified at Sections 3 “Evaluation”; 4 “Reappointment”; 5 “Promotion”; 6 “Tenure”, and 7 “Appointment, Reappointment, Promotion and Tenure for Librarians”. A person may not hold a probationary appointment for more than seven years, including university-recognized credit for prior service. If a person does not receive tenure before the end of the sixth year of probationary contracts,



including University-recognized credit for prior service, the contract for the seventh year shall be a one-year terminal contract.

## **2.6. FACULTY WITH TENURE**

Faculty with tenure have a continuing contract (see Section 6 “Tenure”).

## **2.7. LOCUS OF CONTRACT APPOINTMENT**

A faculty member will be appointed to a position in a stated department(s)/school or program(s) (see Section 2.12 “Joint Appointments”).

## **2.8. UNIVERSITY BENEFITS**

### **2.8.1. Definitions**

#### **2.8.1.1. Benefits**

“Benefits,” as discussed in this section, refer to insurance, health, and welfare perquisites that the University makes available to its employees.

#### **2.8.1.2. Employee**

“Employee” is a person, other than an independent contractor, who performs services for the University in exchange for compensation in the form of a salary paid by the University. Persons performing services under grants may or may not be University employees, depending upon the terms of the grant and the persons’ contractual relationships with the University.

### **2.8.2. Range of Benefits**

A range of benefits is available to all University employees. Faculty may obtain information concerning available benefits through the Department of Human Resources. In some instances, faculty benefits are different from those of other employees, e.g. some staff employees hired before 2020 are in the KERS retirement plan.

### **2.8.3. Faculty Development Programs: Sabbaticals, Summer Fellowships, Project Grants**

Information on Faculty Development Programs (sabbaticals, summer fellowships, project grants) is available through the Office of the Faculty Senate and the Office of the Provost and Executive Vice President for Academic Affairs (see Section 11 “Faculty Development Programs”).

## **2.9. BOARD OF REGENTS APPROVAL**

All appointments are subject to approval by the Board of Regents.

## **2.10. FACULTY RECRUITMENT AND APPOINTMENT**

The Office of the Provost and Executive Vice President for Academic Affairs annually issues updated faculty hiring guidelines. These guidelines, along with periodic training sessions, serve to standardize procedures for faculty hiring. The provisions of this Handbook govern all appointments of faculty,

including appointments of administrators with academic rank. (See, e.g., Section 1 “Definitions of Faculty Status”, Section 2 “Contracts”, and Section 16.12 “Appropriate Terminal Degrees for Faculty”.)

The decision to award academic rank, tenure, or credit for prior service will be negotiated at the time of the initial appointment between the candidate and the department chair/school director in consultation with the department’s/school’s Reappointment, Promotion, and Tenure (RPT) Committee. All recommendations for academic rank, tenure, or credit for prior service must receive approval of both the appropriate dean and the provost, and must be transmitted in writing to all of the affected parties: candidate, department chair/school director, RPT Committee, appropriate dean, and the provost. Credit for prior service in a full-time, tenure-track appointment in the rank of Instructor, Assistant Professor, or Associate Professor at an accredited, four-year institution of higher learning may be counted toward the normal six-year probationary period. The awarding of prior service does not alter the schedule of non-renewal: regardless of the amount of prior service awarded toward tenure, untenured faculty members are subject to the time schedule stated in Section 3.2.1. However, if circumstances warrant, the candidate may request in writing a renegotiation of credit for prior service. This request must be made within the first two years of the candidate’s initial appointment and would require the recommendation of the RPT Committee, chair/director and dean, and the approval of the provost.

In the case of appointment of an administrator with academic rank, the decision to award academic rank and/or tenure will be negotiated prior to the time of the initial appointment between the candidate and the applicable hiring manager subsequent to the recommendation of the department’s/school’s Reappointment, Promotion, and Tenure (RPT) Committee. All recommendations for academic rank and/or tenure must receive approval of both the appropriate dean and the provost and must be transmitted in writing to all of the affected parties: candidate, department chair/school director, RPT Committee, appropriate dean, and the provost.

In colleges where there is no department or school, the dean will function as department chair in these processes.

## **2.11. EMERITUS FACULTY APPOINTMENTS**

A department, school, or program faculty may nominate a retiring or retired faculty member for appointment to emeritus status. In order to be nominated, the retiring or retired person must hold academic rank. Normally, a person will have served the University for a long period in order to be appointed. Such a nomination will be given to the dean by the chair or director, forwarded to the provost, and then to the president. The chair or director, dean, and the provost may make their own recommendations about the appointment of the faculty member when forwarding the nomination. Emeritus status may be conferred only by the Board of Regents, and then only upon recommendation by the president (see Section 1.7.1 “Emeritus Faculty”).

## **2.12. JOINT APPOINTMENTS**

All proposed joint faculty appointments will be clearly articulated as such in writing by the cooperating departments/schools with the written terms of the appointments stated as specifically as

possible prior to the appointments. In addition to the usual contractual terms, joint-appointment terms should include:

- The subject areas or disciplines in which the appointee is to teach;
- The percentage of instructional time the appointee will be expected to devote to each subject area or discipline;
- A clear statement of other duties to be performed for the programs in question, if duties other than instructional are to be performed; and
- The department/school of primary support and accountability in matters of budget, but with the stipulation that each department/school will conduct a separate performance review and will provide for a separate reappointment, promotion, and tenure (RPT) review.

For purposes of administrative support and accountability, the appointee will be housed in and counted on the roll of one department/school, which will be known as the academic unit of primary appointment. Each department/school will conduct a separate performance evaluation and will provide for a separate reappointment, promotion, and tenure (RPT) review.

Joint appointments do not preclude the appointee's participation on reappointment, promotion and tenure (RPT) committees for any of the departments/schools of appointment in which the appointed holds appropriate rank.

The department chairs/school directors, in accordance with departmental/school and other University policies, will conscientiously contribute to performance reviews of the appointee and the recommendations resulting from the reviews with regard to retention, salary increases, promotion, and tenure.

It will be the responsibilities of the dean(s) in whose academic college(s) an appointment is to be made to monitor carefully the department/school procedures in the articulation, advertisement, recruitment, and appointment of all joint-appointment positions and in work assignments, evaluations, and professional recommendations of all joint appointees.

In colleges where there is no department or school, the dean will function as department chair in these processes.

### **3. EVALUATION FOR REAPPOINTMENT, PROMOTION, AND TENURE (RPT)**

According to the Statement on Collegial Governance at NKU (see Appendix C), “[u]nder the collegial system, decision-making authority is delegated or assigned to the collegial group most expert in or responsible for the particular area in which the decision is made.” Further, “[g]enerally speaking, faculty bodies have primary responsibility for recommendations in matters directly related to academics, including ... faculty status...” Specifically, faculty bodies are given the responsibility over “academic personnel decisions,” which includes reappointment, promotion, and tenure.

### **3.1. CRITERIA**

In making evaluations required for reappointment, promotion, and tenure, three major categories of professional responsibility are to be used. These categories, in order of importance, are teaching effectiveness; scholarship and creative activity; and service to the University, the discipline/profession and the community.

All academic units must have specific guidelines concerning expectations for reappointment, promotion, and tenure (RPT), what materials may be considered in each review category, what constitutes appropriate documentation, and how materials will be evaluated. All guidelines must be approved by a majority of the tenured/tenure-track faculty within the affected unit(s), the chair or school director, the dean, and the provost. Upon final approval by the provost, all faculty within the affected units(s) must be notified and guidelines must be made available. All new faculty will be given a copy of these guidelines at the time of their hiring.

In colleges where there is no department or school, the dean will function as department chair in all processes described in Section 3 unless specified otherwise in a college document approved by the Board of Regents or the provost.

#### **3.1.1. Teaching**

Teaching includes all work that is intended primarily to enhance student learning. Assessment of teaching effectiveness should take into account documented student learning, contact hours, preparations, service learning, delivery method, and/or number of students.

#### **3.1.2. Scholarship and Creative Activity**

Scholarship and creative activity includes all work that is related to the applicant's academic discipline or current role at the University. To qualify as scholarship or creative activity, the activity should require a high level of discipline-related or interdisciplinary expertise, and meet the standards of the discipline for scholarly and creative activity. NKU values transdisciplinary scholarship, scholarship of teaching, and scholarship of engagement in addition to traditional scholarship and creative activity.

#### **3.1.3. Service to the University, the Discipline/Profession, and/or the Community**

Service includes all work that contributes to the effective operation, governance, and advancement of programs, departments, schools, colleges, the University, one's discipline, and/or the community. Service also includes public engagement activities.

### **3.2. PROCEDURES FOR DECISIONS ON REAPPOINTMENT, PROMOTION, AND TENURE**

As stated in Kentucky law, all persons involved in evaluation of personnel shall consider all information received and all deliberations as confidential unless disclosure is required by law. For purposes of communication of written recommendations, electronic versions of the documents are acceptable replacements.

### **3.2.1. Time Schedule**

Each spring, the provost will issue a calendar listing deadlines for each step in the evaluation process for the coming academic year, a template for dossier preparation, and notification of any updates to the process.

Applications for reappointment are reviewed biennially. Each biennial review is cumulative but should be focused on the contract years under review. Each review shall consider the information provided in the applicant's dossier from the contract years under review; however, this does not prohibit documentation and/or information from previous years to be included in the evaluation.

Other than exceptions defined in Section 6.7, which may grant extensions, applications for tenure are ordinarily reviewed by the sixth year. The dossier for tenure will be evaluated in its full context, including all years of service and any credit for prior service negotiated at the time of the initial appointment.

### **3.2.2. Initiation of Request**

The applicant is responsible for initiating consideration by applying for reappointment, promotion, tenure, or a combination of them. A full-time administrator with academic rank may apply for tenure or promotion supported by documentation. The applicant will compile and submit an RPT dossier no later than 4:30 p.m. on the last working day of August of the academic year of their request for consideration.

### **3.2.3. Departmental/School Committee**

Each department or school, or in the case of School of the Arts (SOTA), program, shall have a reappointment, promotion, and tenure (hereinafter, RPT) committee consisting of at least five tenured faculty members elected at a regular or special department or school faculty meeting. If necessary, a separate committee may be formed to consider promotion to Professor. Each department or school, or, in the case of SOTA, program, committee must have the same membership in a given year, with the exception of additional external members (see Section 3.2.4). Additionally, for promotion committees, these five faculty members must be at least one rank above the level of the applicants.

The RPT committee shall be formed from faculty within the department or school, if five or more tenured faculty of appropriate rank are available to serve. If there are not enough faculty members of appropriate rank available to form a committee of five, those faculty initially chosen to serve, in consultation with the department chair or school director, shall prepare a list of tenured faculty of appropriate rank from other departments, schools, or colleges.

In departments and schools that include multiple disciplines, the committee must include at least one faculty member of appropriate rank within the candidate's discipline. If there is not at least one faculty member of appropriate rank within the candidate's discipline, those faculty initially chosen to serve, in consultation with the candidate and the department chair or school director,

shall prepare a list of tenured faculty members of appropriate rank from other departments, schools, or colleges.

When choosing additional faculty members, preference shall be given to faculty members with specific subject-matter expertise that qualifies them to review the merits of the candidate's teaching and scholarly or creative activity. The addition of a faculty member will augment the size of the committee.

The RPT committee will fill its membership by appointing faculty from this list.

The members of the committee shall elect their own chair. The committee chair shall notify the department chair or school director of committee membership within ten working days of election.

### **3.2.4. Departmental/School Committee: Eligibility**

All full-time, tenure-track faculty in the department or school are eligible to vote to elect the committee membership. Only tenured faculty may serve on the committee. The department chair or school director may not serve on the committee. Department chairs or school directors in other departments or schools may serve on the committee provided that they are in a different college. Assistant and associate deans with faculty appointments serving as administrators with reassigned time may serve on the committee provided that they are serving as administrators in a different college. Tenured faculty with appointments in more than one department/school or discipline may serve on the committee of any department/school or discipline in which they hold an appointment. Faculty on sabbatical or paid leave are eligible but not required to serve on the committee. Faculty on unpaid leave are not eligible to serve on the committee. The Faculty Senate President will not serve on a department/school RPT committee unless there are fewer than five eligible faculty members available, in which case the Faculty Senate President can serve but will not chair the committee.

Upon agreement of RPT committee members, the department chair or school director, the appropriate dean, and the applicant, faculty external to the department/school or the University and of suitable rank and tenure may serve as an additional member on the committee. Persons holding full-time administrative appointments, as defined in Section 1.8.1, are not eligible to serve on the committee.

In departments or schools where no faculty members are eligible to serve on a needed RPT committee, the department or school faculty shall serve in place of the department or school committee members to elect suitable RPT committee members.

### **3.2.5. Department/School Committee: Deliberations**

A quorum of an RPT committee shall be four-fifths (4/5) of its members; a quorum is required in order for the committee to act.

Material considered by the RPT committee must include, but may not be limited to, the applicant's submissions. The committee may consider supplemental material that will aid in their decision. If there is no department/school, college guidelines may be used. Material that is inconsistent with the department/school or college guidelines may not be considered. If material

not submitted by the applicant is considered, the applicant must be notified immediately of this material in writing. Any supplemental material considered by the RPT committee becomes a part of the dossier going forward and should be clearly marked as supplemental material added by the committee. The letter from the committee to the department chair/school director should also note and comment on the supplemental material. As part of its deliberations, the RPT committee may meet with the applicant when such a meeting aids in the committee's decision process.

If an RPT committee requires clarification on any procedural matter, the committee should make this request to the respective department chair or school director. Committees should not ordinarily make requests to the dean, provost, University Counsel, Human Resources, or any other University official or department.

### **3.2.6. Department/School Committee: Voting and Reporting**

Nominally, each member of the committee, including the chair, shall have one vote for each applicant. In recognition of the importance of this process to the integrity of the institution, each member is expected to carefully review the relevant materials, participate as fully as possible in committee deliberations, and exercise their best professional judgment in voting either for or against a recommendation. Members may not vote to abstain. Proxy votes are acceptable if circumstances prevent a member from being physically present for the vote, provided the member reviewed the materials and participated in the committee deliberations. A member who has not reviewed the submitted materials or fully participated in committee discussion about an applicant cannot vote on the recommendation of that applicant. It is the responsibility of the committee chair to ascertain from each member whether they have fully participated in the committee discussions and review of each candidate to be eligible to vote. The chair will make an announcement to the committee and take note of who is eligible to vote. A quorum must be present for a vote to take place, and a minimum of four members must vote.

The recommendation of the committee shall be reported in writing to the department chair or school director and must be characterized as either unanimous or non-unanimous. The recommendation of the committee will reflect the committee's deliberations and must be signed by all committee members who voted. Members who did not vote should not sign the letter. In cases where the committee vote is not unanimous, support for both positive and negative votes must be included in the recommendation. In the case of a tie vote, the committee's recommendation will be deemed a positive recommendation. A copy of the recommendation will be given to the applicant. After receiving a negative recommendation from the committee, the applicant may elect within three business days to withdraw the application and terminate the RPT process, as described in Section 3.2.13. When a negative recommendation is made, the applicant shall be informed, in writing, of the right to request a formal reconsideration, according to Section 3.2.14.

### **3.2.7. Chair/Director**

No sooner than three business days after receipt of the committee recommendation, the department chair or school director shall make a recommendation to the dean in writing. The chair or director may consult with the department or school committee prior to making a

recommendation, but not with committee members individually. As part of the deliberations, the department chair or school director may meet with the applicant to aid in the decision. The reasons for the department chair's or school director's recommendation, whether positive or negative, shall be included in the recommendation. The department chair or school director shall forward this recommendation, the department or school committee's recommendation, and the applicant's file to the appropriate dean. A copy of the department chair's or school director's recommendation shall be given to the applicant and all members of the department or school committee. When a negative recommendation is made, the applicant shall be informed, in writing, of the right to request a formal reconsideration, according to Section 3.2.14.

### **3.2.8. Dean**

After receipt of the department chair's or school director's recommendation and the department or school committee's recommendation, the dean shall make a recommendation to the provost in writing. The reasons for the dean's recommendation, whether positive or negative, shall be included in the written recommendation. The dean may consult with the department or school committee and/or the department chair or school director prior to making a recommendation, but not with individual committee members. As part of the deliberations, the dean may meet with the applicant to aid in the decision. The dean shall forward this recommendation, the department chair's or school director's recommendation, the department or school committee's recommendation, and the applicant's file to the provost. A copy of the dean's recommendation shall be given to the applicant, the department chair or school director, and all members of the department or school committee. When a negative recommendation is made, the applicant shall be informed, in writing, of the right to request a formal reconsideration, according to Section 3.2.14.

### **3.2.9. Provost**

After receipt of the dean's recommendation, the department chair's or school director's recommendation, the department or school committee's recommendation, and the applicant's file, the provost shall make a written recommendation to the president. The reasons for the provost's recommendation, whether positive or negative, shall be included in the written recommendation. The provost may consult with the department or school committee, the department chair or school director, the dean, or with any combination of them, but not with individual committee members. As part of the deliberations, the provost may meet with the applicant to aid in the decision. A copy of the provost's recommendation shall be given to the applicant, the dean, the department chair or school director, and all members of the RPT committee. When a negative recommendation is made, the applicant shall be informed, in writing, of the right to appeal using the procedures set forth in Section 14 "Grievances".

### **3.2.10. President**

The president will forward the provost's recommendation to the Board of Regents.



### **3.2.11. Board of Regents**

Reappointment, promotion, and tenure may be granted only by the Board of Regents, and then only upon the recommendation forwarded by the president of the University. The Board shall act in accordance with statutory requirements and the bylaws of the Board of Regents.

### **3.2.12. Notice of Non-Reappointment**

Notice of non-reappointment of a probationary contract must be in writing, by the provost, and given at least 12 months before the expiration of an appointment.

### **3.2.13. Withdrawal of Application**

After receiving a negative recommendation from the RPT committee, the applicant may elect within three business days to withdraw the application and terminate the RPT process. If the process is terminated in a non-mandatory year for tenure and promotion or during promotion to Professor, there is no prejudice for future applications. If the application is withdrawn and the process is terminated in a mandatory year for promotion and tenure, normally the sixth year, the contract terminates the following May. If the faculty member fails to initiate the request for RPT, the contract will terminate the following May. However, after consultation with the department/school faculty, chair/director, and dean, the provost may offer a terminal year contract.

### **3.2.14. Formal Reconsideration and Grievance**

In the case of a negative recommendation concerning reappointment, promotion, tenure, or any combination of them, the applicant has the right to a formal reconsideration only at the level of the initial negative recommendation. An “initial” negative recommendation is defined as the first negative recommendation given for a particular reason. If a negative recommendation is subsequently given at a higher level for a different reason, it shall be considered an initial negative recommendation for the purpose of formal reconsideration. When a negative recommendation is first made, the applicant shall be informed, in writing, of the right to request a formal reconsideration.

In order to exercise this right, the affected applicant must request the reconsideration in writing within ten University working days of receipt of notification of the negative recommendation. The request and any additional materials should be sent to the chair of the department/school committee or the person who made the initial negative recommendation. Upon receipt of the request for reconsideration, the chair of the department/school committee or the person who made the initial negative recommendation must send a copy of the request for reconsideration to the Office of the Provost and Executive Vice President for Academic Affairs for the purpose of resetting the review calendar for the applicant. The department/school committee or the person who made the initial negative recommendation shall complete the reconsideration within ten University working days of having received the request for reconsideration. The applicant and all participants of previous levels of review shall be notified, in writing, of the decision reached, and the letter of reconsideration with additional submitted material and the reconsideration decision will be forwarded along with the dossier to the individual responsible for the next level of review.

During the process of reconsideration, the calendar for the recommendation is extended, and the next level of recommendation shall not consider the applicant's application until reconsideration is completed. Once the decision regarding formal reconsideration is reached, the process shall continue at the next level.

In the event of a reconsideration by the RPT committee, the procedures for the committee's deliberations, voting, and reporting will be the same procedures as specified in Sections 3.2.5 and 3.2.6 of this Handbook.

In the event the provost makes a negative recommendation on an application for reappointment, promotion, tenure, or any combination of them, the applicant may appeal using the procedures set forth in Section 14 "Grievances". The appeal must be initiated by the applicant within 15 University working days from receipt of the provost's notice.

## **4. REAPPOINTMENT**

### **4.1. ELIGIBILITY**

A person who is making satisfactory progress toward grant of tenure is eligible for reappointment. A person who is making less than satisfactory progress toward grant of tenure may be terminated or may be reappointed to continued probation.

### **4.2. QUALIFICATION**

A person seeking reappointment must present evidence of satisfactory progress in teaching effectiveness, scholarly and creative activity, and institutional and public service consistent with Section 3 "Evaluation" of this Handbook.

### **4.3. PROCEDURES**

The criteria and procedures in Section 3 "Evaluation" apply to applications for reappointment.

## **5. PROMOTION**

### **5.1. QUALIFICATIONS**

In order to be promoted to a particular rank, the person seeking promotion must meet the requirements set forth in the sections that follow. In evaluating teaching effectiveness, scholarly and creative activity, and institutional and public service, the criteria established in Section 3 "Evaluation" shall be applied.

#### **5.1.1. Promotion to Assistant Professor**

A person who is appointed as Instructor and who completes the appropriate terminal degree as set forth in the initial contract of appointment and who is making satisfactory progress toward grant of tenure may be promoted to Assistant Professor effective with the next academic year (see Section 1.9.2 "Assistant Professor").

### **5.1.2. Promotion to Associate Professor**

A candidate for promotion to Associate Professor must hold an appropriate terminal degree, and must, in order of importance, be judged effective, as shown by appropriate evidence, in teaching, in continued scholarly and creative activity, and in continued institutional and public service.

### **5.1.3. Promotion to Professor**

A candidate for promotion to Professor must hold the appropriate terminal degree. In order of importance, the candidate must be judged very effective (as shown by appropriate evidence) in teaching, in continued high-quality scholarly and creative activity, and in continued significant institutional and public service, and must have attained professional recognition at the regional, national, or international level.

## **5.2. CRITERIA AND PROCEDURES**

The criteria and procedures specified in Section 3 “Evaluation” apply to applications for promotion.

## **6. TENURE**

### **6.1. DEFINITION OF TENURE**

Tenure is the right of full-time faculty who hold academic rank to continuous full-time employment with the University without reduction in academic rank until separation from the University as defined in Section 10 “Separation” of this Handbook, including such forms of separation as resignation, retirement, medical termination, program reduction, financial exigency, and termination for cause.

### **6.2. GRANT OF TENURE**

Tenure at NKU is granted in accordance with the provisions of the laws of the Commonwealth of Kentucky and the Bylaws of the Board of Regents and is normally granted after satisfactory progress during an appropriate probationary period. Tenure may be granted only by the Board of Regents. Tenure is granted in the department(s)/school(s) to which the faculty member or administrator is assigned at the time tenure is granted and can be granted only after formal review by that department’s/school’s RPT committee as specified in Section 3.2.

### **6.3. PURPOSE OF TENURE**

The Board of Regents of NKU grants tenure to full-time faculty members in order to:

- Create an atmosphere favorable to academic freedom and responsibility;
- Provide faculty members reasonable expectation of security so that the University is able to attract and retain a competent faculty; and
- Promote institutional stability by creating a faculty with a strong, long-term commitment to the University.

#### **6.4. ELIGIBILITY**

Unless tenure is received with an initial appointment, only full-time, tenure-track faculty who hold probationary appointments are eligible to receive tenure. Non-tenure-track faculty are not eligible to receive tenure.

#### **6.5. CRITERIA FOR TENURE DECISIONS**

In order to be eligible for tenure, the faculty member must hold the appropriate terminal degree or its equivalent, and must be judged effective as a teacher, in scholarly and creative activity, and in institutional and public service. The criteria set forth in Section 3.1 and in the department/school and college RPT guidelines shall be applied to applications for grant of tenure.

#### **6.6. PROCEDURE**

The procedures specified in Section 3 “Evaluation” apply to applications for grant of tenure.

#### **6.7. TIME**

Normally a faculty member will be considered for grant of tenure during the faculty member’s sixth year of probationary appointment, including University-recognized credit for prior service, upon the faculty member’s application. A faculty member may request grant of tenure in a non-mandatory year, and they will be evaluated according to the criteria in Sections 6.5 and 3.1. Denial of tenure in a non-mandatory year is not a basis for non-reappointment.

A faculty member may be allowed to pause the RPT process for up to two years and extend the probationary period under some circumstances with or without taking a full or partial leave of absence by making a formal request to the department chair/school director.

Acceptable reasons for extending the probationary period include, but are not limited to, care for a newborn or adopted child, care for an elder or dependent, and serious and prolonged illness. Other circumstances not mentioned above may be reviewed and the candidate awarded an extension if deemed appropriate by the provost.

The RPT process may be paused and the probationary period may be extended in one-year increments. An individual may request to extend the RPT process for a second time (for a separate or the same reason as the first request), but the total extension during the probationary period may not exceed two years. If an initial extension is granted, a reduction in productivity during the period of time addressed in the request should not prejudice a subsequent decision regarding the request for a second extension.

Applications for reappointment are reviewed biennially as described in Section 3.2.1. A year in which the RPT process is paused does not count toward a two-year term for reappointment. Thus, the candidate is not required to submit an application for reappointment during a year in which the RPT process is paused.

A formal request in writing must be given to the department chair/school director clearly stating reasons for pausing the RPT process. The application will then proceed to the dean and to the provost.

If possible, the request should occur substantially prior to the scheduled submission of the tenure application so that due consideration to the request may be given. Once the application has been submitted, the chair/director, dean, and provost are asked to review the request as expediently as possible with special regard for the RPT calendar.

Despite the pause of the RPT process and extension of the probationary period, candidates granted an extension are expected to meet only the criteria stated in Sections 6.5 and 3.1. The candidate will continue to participate in the annual review process for merit but not for tenure evaluation. The RPT evaluation following the extension should consider all work submitted by the candidate using the established criteria. The candidate's accomplishments over the extended probationary period should be evaluated as if they had been accomplished in the shorter standard probationary period. The additional time due to the extension should not be a factor in the evaluation.

Should a candidate be denied an extension of the probationary period by either the chair/director, dean, or provost, the appeals process shall follow the guidelines put forward in this Handbook, Section 14 "Grievances", as defined in Section 14.3 "Complaint Process".

In colleges where there is no department or school, the dean will function as department chair in these processes.

## **6.8. DENIAL OF GRANT OF TENURE**

A faculty member who is not granted tenure during the sixth year of probationary appointment, including University-recognized credit for prior service, will receive a one-year terminal contract.

# **7. APPOINTMENT, REAPPOINTMENT, PROMOTION, AND TENURE FOR LIBRARIANS**

## **7.1 DISTINCT RESPONSIBILITIES**

Librarians work on 12-month contracts on their professional assignments in the libraries. Therefore, certain modifications have been made in criteria used in evaluation for reappointment, promotion, and tenure.

## **7.2. FACULTY STATUS AND RANK**

Librarians at NKU have faculty status and rank (see Section 1.6 "Librarians"). The master's degree in library science is the appropriate terminal degree and is necessary for appointment to a library faculty position.

## **7.3. POLICIES AND PROCEDURES**

The policies and procedures for faculty presented in this Handbook apply to librarians as modified in this Section 7. Effective performance on the job replaces the teaching effectiveness category. The Steely Library and Chase Law Library are considered to be departments with regard to implementation of the reappointment, promotion, and tenure process. The dean of the Steely

Library serves as department chair for purposes of RPT. The dean of the Steely Library will forward reappointment, promotion, and tenure recommendations to the provost. The director of Chase Law Library serves in the function of department chair and reports to the dean of the College of Law.

#### **7.4. RANKS FOR LIBRARIANS**

Library faculty that are full-time, tenure-track may be appointed to these ranks:

- Instructor of Library Services,
- Assistant Professor of Library Services,
- Associate Professor of Library Services, or
- Professor of Library Services.

(See Section 1.9 “Qualifications for Appointment to Rank”.)

#### **7.5. CRITERIA FOR EVALUATION**

In making evaluations required for library faculty reappointment, promotion, and tenure, three major categories of professional responsibility are to be used. These categories, in order of importance, are position; scholarship and creative activity (see Section 3.1.2); and service to the University, the discipline/profession, and the community (see Section 3.1.3).

##### **7.5.1 Position**

Effective position performance for librarians requires meeting the responsibilities and priorities of their positions within the library organization. Assessment of effective performance should take into account all activities and contributions made in their positions to further the mission and services of the library.

### **8. PERFORMANCE REVIEW**

#### **8.1. PURPOSE AND APPLICABILITY**

The purpose of the annual performance review is to assess the quality of faculty performance during that year and to measure attainment of the goals and objectives set for the year. This process applies to full-time, tenure-track faculty and to full-time teaching faculty (see Section 1.3 regarding applicability to renewable faculty).

#### **8.2. CRITERIA**

The criteria for evaluation set forth in Section 3.1 “Criteria” and in the departmental/school, college, and Steely Library RPT guidelines shall be the criteria upon which a performance review is based. Any judgment, by a chair or director, that the overall performance of a tenured faculty member is unsatisfactory for the review period will be based upon and consistent with the statement of expectations for adequate performance approved by the faculty member’s department/school or program.

### **8.3. PROCEDURES**

Performance reviews occur during the spring semester. The period evaluated is the prior January 1 through December 31 calendar year.

The chair or director, in consultation with the department/school or program faculty, will set the date for each faculty member's performance review. The performance review should be completed no later than April 1 and no earlier than one week after receipt by all faculty in a department/school or program of fall semester student evaluations. Prior to that date the faculty member will prepare a written statement of performance, including a statement of goals and objectives for the coming year. The chair or director will meet with the faculty member to discuss the performance, assess attainment of goals and objectives, and set goals and objectives for the coming year. The chair or director will be responsible for preparing a document summarizing the performance evaluation, goals and objectives assessment, and goals and objectives set for the coming year. Both parties will sign the document to verify that the review has occurred. If differences of opinion exist, they shall make every effort to resolve them. If the content of the summary is unsatisfactory to the faculty member, the faculty member is responsible for providing a written addendum stating the difference(s) of opinion. All performance review documents, including the faculty member's original written performance statement, shall become a part of the faculty member's personnel file maintained in the department/school or program; a copy must be given to the faculty member, to the dean, and to the provost.

The faculty member may use the copy of the performance evaluation to support applications for reappointment, promotion, tenure, or any combination of them, or in grievance procedures. Otherwise, the chair or director, dean, and provost must keep the contents confidential. In the event that a post-tenure review is triggered, the faculty member's annual performance review materials from the two most recent reviews, including the chair's/director's own evaluation letters, will be made accessible to the post-tenure review (P-TR) committee and can be used in evaluating that individual's performance and must remain confidential.

If circumstances change during the year, the faculty member and chair or director may agree to amend the goals and objectives for that year. In colleges where there is no department or school, the dean will function as department chair in these processes.

### **8.4. APPEAL PROCEDURES**

A faculty member convinced that misevaluation is damaging their professional status or advancement may pursue one of the complaint processes as set forth in Section 14 "Grievances".

## **9. POST-TENURE REVIEW**

### **9.1. PURPOSE AND APPLICABILITY**

Northern Kentucky University has two major procedures in place for the thorough review of faculty productivity both before and after the granting of tenure. All tenure-track faculty members, both tenured and untenured, undergo a comprehensive annual performance review conducted by each

individual's department chair/school director. That performance review includes an evaluation of the contributions of each faculty member in the areas of teaching effectiveness, scholarly and creative activity, and institutional and public service. This review forms a basis for the individual's performance goals and recommended salary for the following year. The annual performance review is an important means by which faculty members at Northern Kentucky University are held accountable for their efforts in fulfilling the missions of the University, the goals of their department/school, and their professional responsibilities.

The process of granting tenure includes additional careful annual reviews of untenured faculty. This culminates in an evaluation of the faculty member's performance as documented in a portfolio covering a period of up to six years. This tenure process includes evaluation of the faculty member's productivity by a series of evaluators including a departmental/school committee of tenured faculty, the department chair/school director, the dean, and the provost, with final approval by the Board of Regents. Each faculty member who is granted tenure should in turn understand that with tenure comes a profound professional responsibility: the obligation to devote one's energies to fulfill the teaching, research, and service missions of the academy. The long-term best interest of the University must be foremost in the minds of its tenured faculty.

Post-tenure review at Northern Kentucky University is a natural extension of its system of annual assessment of faculty productivity. This policy for implementing post-tenure review is modeled after the policy used by the College of Arts and Sciences at the University of Kentucky, but is tailored to correspond to the mission statement and unique circumstances of this University.

It is the intention of this policy that post-tenure review should function in concert with, and as a possible consequence of, the current system of evaluation of faculty performance. Structured properly, post-tenure review can take place without undermining the concept and practice of tenure, without stifling faculty creativity, and without leading to increased bureaucracy.

## **9.2. STATEMENT OF PURPOSE AND PRINCIPLES**

The goal of this system of post-tenure review is to provide appropriate intervention, useful feedback, timely and affirmative assistance, and effective evaluation for tenured faculty members to ensure that they continue to experience professional development and accomplishment during the various phases of their careers.

This system and its implementation must be compatible with the concepts of academic freedom and tenure, which are essential to the University and its mission. The intention of post-tenure review is not to abridge the long-standing tradition and practice of academic freedom as stated in this Handbook, but rather to strengthen the responsibility of faculty to effectively perform their job duties. There is a presumption of competence on the part of each tenured faculty member as established by the rigorous process through which tenure is granted. Post-tenure review must conform to fair and reasonable expectations as recognized by faculty peers in each department/school or program. The process is to be conducted in a manner free of arbitrary, capricious, or discriminatory elements.



This post-tenure review system focuses on those tenured faculty who are judged by the department chair/school director or program director to fall repeatedly below the standard for adequate performance established by the statement of expectations for that unit. It is thus intended for selected faculty and not as a new requirement for all tenured faculty members. The system is thus a supplement to, but not a replacement for, the annual performance review process.

Post-tenure review, as embodied in this policy, involves issues of faculty performance only. It does not directly address matters of professional misconduct. Standards of conduct and the obligations and responsibilities of faculty to students, colleagues, the University, and the community are stated in various University policies, many of which are included in this Handbook. It is those specific policies that provide the procedures for resolving allegations of misconduct and the sanctions for violations.

### **9.3. DEFINITIONS**

#### **9.3.1. Post-Tenure Review**

“Post-tenure review” is an extension of the performance review system in which a committee of peers (the P-TR committee, defined below) reviews and evaluates the performance of a selected faculty member and, when appropriate, creates a professional development plan in consultation with the faculty member and the department chair/school director. When such a plan is established, the committee will monitor its implementation and ultimately make a determination as to whether the objectives of the plan have been met.

#### **9.3.2. Post-Tenure Review Committee**

A “post-tenure review” (hereinafter, P-TR) committee consists of three tenured faculty members, chosen as set forth below, which is charged with carrying out the responsibilities of the P-TR committee specified in this policy.

### **9.4. INITIATION OF THE POST-TENURE REVIEW PROCESS**

Each department/school or program will develop a narrative statement of expectations for adequate performance by tenured faculty that will form the basis for annual performance reviews and for post-tenure review. Such statements will be consistent with the criteria for performance reviews specified in Section 8.2 of this Handbook and will be as specific as possible without unduly restricting the diverse contributions of individual faculty. Each statement, and revisions thereof, must be approved by a majority of the tenure-track faculty in the department/school and will be reviewed by the dean and the provost to ensure it is consistent with college and University expectations for faculty performance and with the established missions of the college and the University.

Post-tenure review will be triggered by the second annual performance evaluation of a tenured faculty member by the department chair/school director that judges the faculty member’s overall performance to be unsatisfactory. These unsatisfactory evaluations must be for two consecutive years, exclusive of leaves and exclusive of years with greater than 50% administrative reassigned time. Reassigned time for research or faculty development would not exclude faculty members from the process.

If the faculty member decides to pursue appeal of their most recent performance evaluation as outlined in Section 8.4 of this Handbook, the remainder of this procedure will be delayed until the appeal process has been completed. In colleges where there is no department or school, the dean will function as department chair in all processes described in Section 9.

## **9.5. CREATION OF A POST-TENURE REVIEW COMMITTEE**

### **9.5.1. Membership of the Post-Tenure Review Committee**

At the beginning of every academic year, the tenured faculty in each department/school will elect a P-TR committee consisting of three members and one alternate member. Members and alternates must be tenured faculty, excluding the department chair/school director, who belong to the department/school and who are willing and able to carry out the responsibilities of the P-TR committee specified in this policy.

If the department/school has fewer than four tenured faculty members who meet these requirements, then tenured faculty from the college to which the department/school belongs may be elected to fill out P-TR committee membership. Such members or alternates must also be willing and able to carry out the responsibilities of the P-TR committee. In choosing such members or alternates, consideration shall be given to teaching faculty in related departments/schools.

### **9.5.2. Chair of the Post-Tenure Review Committee**

The members of the P-TR committee will meet as soon as is practical to elect a chair. Should the P-TR process be initiated within the department/school, the chair will convene the P-TR committee to begin the review process. If one of the members of the committee is the faculty member to be reviewed, the alternate will serve on the committee in place of that faculty member.

### **9.5.3. College-Wide Post-Tenure Review Committee**

A college may choose to establish a college-wide P-TR committee to replace the departmental/school committees previously specified if such action is approved by a majority of the tenured faculty in each department/school that belongs to the college.

At the beginning of every academic year, the tenured faculty in each department/school of the college(s) choosing this option will elect one member and one alternate to serve on the college-wide P-TR committee. These departmental/school representatives must be tenured faculty, excluding the department chair/school director, who belong to the department/school and who are willing and able to carry out the responsibilities of the P-TR committee specified in this policy. If a department/school has fewer than two tenured faculty members who meet these requirements, then tenured faculty from the college who are willing and able to carry out the responsibilities of the P-TR committee may be elected to represent the department/school.

The members of the college-wide P-TR committee will meet as soon as is practical to elect a chair. Should the P-TR process be initiated within the college, the chair will convene the P-TR

committee to begin the review process. If the member from a particular department/school is the faculty member to be reviewed, the alternate for that department/school will serve on the committee in place of the faculty member. The college-wide committee will then elect a subcommittee of three members to carry out the responsibilities of the P-TR committee with respect to the case before it.

Once a P-TR committee begins consideration of a particular case, it is expected that members will serve on that case until it is resolved.

## **9.6. THE REVIEW PROCESS**

### **9.6.1. Initiating the Review**

The department chair/school director will send a letter to the faculty member and to the chair of the appropriate P-TR committee. This letter must be delivered within one week (5 working days) of the completion of the individual's performance review but no later than April 1. The letter will state that the faculty member has received a second consecutive annual evaluation of unsatisfactory overall performance and direct the P-TR committee chair to begin the post-tenure review process.

### **9.6.2. Review of the Materials**

The department chair/school director will provide the P-TR committee with the respondent's annual performance review materials from the two most recent reviews, including the chair's/director's own evaluation letters with any faculty addenda. The respondent will have two weeks (10 working days) from the receipt of the chair's/director's initiating letter to submit additional materials to the P-TR committee. The P-TR committee will normally have three weeks (15 working days) to review the materials. These periods may be extended in special circumstances (e.g., spring break, need to gather substantial supporting documents from abroad). However, the review should normally be completed by the end of the spring semester.

### **9.6.3. Committee Decision**

The P-TR committee will make judgments based on the department's/school's written statement of expectations for adequate performance. However, teaching effectiveness may not be excluded from consideration. Upon reaching its decision, the P-TR committee will notify the department chair/school director and the respondent in writing of its decision of one of the following three options:

- The respondent has, during the past two years, met the reasonable expectations for faculty performance as identified by the department/school; in this case, the post-tenure review process ends. Any new post-tenure review action by the department chair/school director or the P-TR committee would need to be based on a non-overlapping two-year period.
- OR
- The committee finds minor performance deficiencies and will meet with the respondent to discuss these difficulties and offer advice or assistance. Again, any future action would need to be based on a non-overlapping two-year period.

OR

- The committee finds major performance deficiencies based on the department's/school's statement of expectations for satisfactory performance and will meet with the respondent and the department chair/school director to create a professional development plan to assist the faculty member in achieving the standards for satisfactory performance.

In the case of the third option above, the P-TR committee will notify the college dean of its intention to create a development plan. The committee will then meet with the faculty member and the chair/director to formulate this plan.

#### **9.6.4. Post-Tenure Development Plan**

The plan must identify specific deficiencies, define specific goals, outline activities to be undertaken to achieve the goals, set timelines for achieving these goals, indicate criteria and standards for annual progress reviews during the review period, and identify sources of funding necessary for the successful completion of the plan. This plan will be set forth in writing, with copies provided to the faculty member and department chair/school director.

The P-TR committee will consult regularly with the faculty member during the implementation period, which will be determined by the committee but will normally be no more than two years. The development plan shall be flexible and may need adjustment during the implementation period. Plan development will normally be completed by October 15. Plan implementation will begin no later than January 1 of the following calendar year.

#### **9.6.5. Appeal of the Development Plan**

In the event that the faculty member disagrees with the development plan established by the P-TR committee, the faculty member may appeal to the peer review committees using the procedures set forth in Section 14 "Grievances" of this Handbook. In order to exercise this right, the appellant must make a written request to the provost, with a copy to the P-TR committee, within ten (10) University working days of receipt of the plan from the committee. The appellant must follow all procedures set forth in Section 14. The appellant may withdraw such appeal at any time by request in writing; in such event, no further action may be taken concerning the appeal.

#### **9.6.6. Implementation of the Development Plan**

During the implementation period, the faculty member will continue to undergo regular annual performance evaluation by the department chair/school director, who will provide the P-TR committee with an assessment of the individual's progress. The faculty member's progress in achieving the goals of the plan may be used in their annual performance statement.

#### **9.6.7. Completing the Development Plan**

As a last step in the implementation period, the faculty member must prepare and submit a written report documenting progress in completing the development plan.

The P-TR committee will then meet formally to determine whether the faculty member has satisfactorily completed the development plan. The decision of the committee will be in writing, with the reason(s) for its decision clearly stated. The committee's decision and justification will be delivered to the faculty member, who will have up to two weeks (10 working days) to prepare and submit a written response to the committee if desired. The committee will then deliver copies of the decision, justification, and the faculty member's response (if submitted) to the department chair/school director and college dean.

The faculty member has a duty to cooperate in the creation and implementation of the development plan. During this development plan process, lack of cooperation by the faculty member will be taken as failure of this duty and will constitute termination of the process.

The faculty member may cause the P-TR committee to terminate the development plan process prematurely by either of the following ways:

- Delaying, impeding, interfering, or not participating in any phase of the development plan process
- OR
- Failing to complete any of the outlined steps in the development plan process within the time established by the P-TR committee.

After the implementation period, or the premature termination of the period, the P-TR committee will meet formally to determine whether the faculty member has satisfactorily completed the development plan. The decision of the committee will be in writing, with the reason(s) for its decision clearly stated. The committee's decision and justification will be delivered to the faculty member, who will have up to two weeks (10 working days) to prepare and submit a written response to the committee if desired. The committee will then deliver copies of the decision, justification, and the faculty member's response (if submitted) to the department chair/school director and college dean.

If the P-TR committee determines that the faculty member has successfully completed the development plan, the post-tenure review process ends. Any new post-tenure review action by the department chair/school director or the P-TR committee would need to be based on a non-overlapping two-year period.

If the P-TR committee determines that the plan has not been satisfactorily carried out, the University normally will pursue termination for cause as set forth in Section 10.8 of this Handbook.

## **9.7. PROCESS REVIEW**

Upon completion of every post-tenure review process, a brief written commentary on the process will be submitted to the President of the Faculty Senate by (a) the individual being reviewed, (b) the P-TR committee for that case and (c) the department chair/school director. These comments shall address the policy itself and shall discuss how the policy did and did not work. The statements will be kept confidential by the Faculty Senate President for review by the Professional Concerns Committee.

## **10. SEPARATION**

### **10.1. RESIGNATION**

A teaching faculty member may resign effective at the end of an academic year or in December if notice is given no later than the end of the previous spring semester. A non-teaching faculty member may resign no earlier than 30 days after giving notice. A faculty member may resign effective at any other time for good cause shown. Good cause includes serious illness or other incapacity. Notice of resignation should be given at an early time to permit the University to obtain a replacement.

### **10.2. RETIREMENT**

A faculty member may retire at the end of a semester. A faculty member may retire at any other time for good cause shown. Good cause includes serious illness or other incapacity. Except for unplanned retirements, notice of retirement should be given no later than the end of the previous semester. Notice of an unplanned retirement should be given as early as possible.

### **10.3. PHASED RETIREMENT PROGRAM**

#### **10.3.1. Purpose**

The Phased Retirement Program (PRP) is meant to provide tenured Northern Kentucky University faculty with an optional voluntary retirement program for a phased approach to retirement.

#### **10.3.2 Eligibility**

All full-time tenured faculty, regardless of age, who have completed at least ten (10) years of consecutive service at Northern Kentucky University may apply for the PRP.

Individuals in the following circumstances are *not eligible* for participation in the PRP:

- Anyone who has received a written notice of suspension from the University or a notice of termination or non-renewal of appointment.
- Anyone who is terminating employment under the provisions of a long-term disability program.

#### **10.3.3. Application**

Eligible faculty who are interested in participating in the PRP may apply by forwarding to their department chair/school director and dean a written request for consideration. The application must state clearly the proposed initial year of participation and the number of years of participation requested. Applicants may propose either of the following dates as the initial date for entry into the PRP: August 15 (academic year) or July 1 (fiscal year).

Applications must be accompanied by a signed letter stating that the faculty member agrees to relinquish tenure upon the effective date of participation in the PRP.

The deadline for filing applications for the PRP with the department chair/school director, dean, and program administrator is January 1 unless notice of a revised date is given.

Applications are reviewed by the department chair/school director and dean. Each will send a written recommendation for approval or denial of the request to the program administrator by January 15. The program administrator will in turn summarize these recommendations and send an overall recommendation to the provost for review. The provost will consult with the president on each application and the provost will notify the faculty member, chair/director, and dean of the recommendation by February 10. The provost will then send the applications recommended for approval to the Board of Regents for final review and approval. The Board of Regents final decision will be made at the Board meeting in March (or April if there is not a Board meeting in March). In colleges where there is no department or school, the dean will function as department chair in these processes.

All applications are evaluated on the basis of eligibility and the best interests of the University and its programs. Should a PRP application be denied, it may be resubmitted the following year.

#### **10.3.4. Participation**

The terms of participation for each faculty member accepted into the PRP will be set forth in a written agreement stating the initial date of entry into the program, the number of years of participation (2 years maximum), and the level of teaching, scholarship and service responsibility for each year of participation (not to exceed 50% of the normal course load for full-time faculty.) The faculty member will be asked to sign and return the agreement by February 20.

Salary for participants is pro-rated based on the fiscal/academic year salary and the percentage reduction in teaching responsibility (e.g., a participant with a 50% teaching, scholarship, and service load would receive as salary 50% of the annual salary for the year preceding entry into the PRP). Annual salaries for each year of participation will be set forth in the PRP agreement. Participants will have the opportunity to access their TIAA retirement funds. Participants will continue to receive all regular full-time, tenured faculty benefits including the TIAA contribution based on their pro-rated salary.

At the end of the period of participation designated in the PRP agreement, faculty members relinquish any right to continued employment by the University. Nothing in this agreement shall prevent the University or the participant from supplementing the participant's employment with contracts or grants.

#### **10.3.5 Other**

The University, following the guidelines of the Faculty Senate's Northern Kentucky University Collegial Governance Agreement, shall have the right to alter or amend this program, in whole or in part, from time to time. In addition, the University shall have the right to terminate this program. Immediate termination of the PRP may occur following a declaration of financial exigency by the Board of Regents as described in Section 10.7 "Financial Exigency" of this Handbook. Otherwise, said termination must first be reviewed by the Faculty Senate and requires a minimum of one year's notice.

#### **10.4. NON-REAPPOINTMENT**

Non-reappointment procedures are specified in Section 3.2 “Procedures for Decisions on Reappointment, Promotion, and Tenure”. The time for giving notice of non-reappointment is specified in Section 3.2.12 “Notice Of Non-Reappointment”.

#### **10.5. TERMINATION FOR MEDICAL REASONS**

The University may terminate employment of a faculty member for reasons of medical disability only by showing that a medical condition prevents the faculty member from performing their duties. The University shall not pursue termination if a medical leave would provide a sufficient opportunity for the faculty member to resume their duties. The University must attempt to reasonably accommodate employees who are disabled before initiating termination proceedings.

If no reasonable accommodation exists, and the faculty member is unable to perform their duties, the University shall first seek to achieve termination by negotiation with the faculty member or the faculty member’s authorized representative. If the University is not able to achieve termination by negotiation, then non-tenured faculty who are unable to perform their duties shall be terminated. For tenured faculty unable to perform their duties, the University may drop its case or proceed toward termination by initiating a hearing before the Peer Review Hearing Committee, as set forth in Section 14.2 “Peer Review Process”. After completion of the peer review process, the president may ask the Board of Regents to terminate the faculty member’s appointment pursuant to the requirements of the Kentucky Revised Statutes. Termination shall be coordinated, as appropriate, with the University’s disability program.

#### **10.6. PROGRAM REDUCTION AND FACULTY REASSIGNMENT**

Given the complex and interlocking nature of University academic programs, it is possible at times that a program will need to be reduced or terminated and provisions made for reassignment, or other arrangements, of the program faculty. This section deals with the initiation of the process and the mechanisms for accomplishing it. For purposes of this section, a program will be defined as any group of courses taught by University faculty. The program can be within an existing department/school or stand as an independent unit.

##### **10.6.1. Basis for Program Reduction or Termination**

The basis for recommending program reduction or termination can arise from several possible sources of information including, but not limited to:

- Relevant trends or priorities for program graduates;
- Lack of course offerings by the program on a timely basis;
- A history of courses being dropped from the schedule of classes because of low enrollment.



### **10.6.2. Request to Reduce or Terminate a Program**

The initial request to terminate or reduce a program may come from any of several sources, including the program faculty, the department chair/school director, the Faculty Senate, the dean of the program, the provost, the president, or the Board of Regents. Regardless of the initial source of the request to reduce or terminate a program, it will be the dean, the provost, or the president who formulates the request in writing. The originator of the written request will formulate the request after consultation with the program faculty and the department chair/school director. The request will not constitute a decision to terminate or reduce but will be a compilation of the various sources of information used as the basis for the request. The sources of information must include at least the following:

- Reasons for the request, including any data used to support these reasons;
- The procedures for terminating or reassigning faculty;
- The timetable for completing the reduction or termination, taking into account the time necessary to retrain or otherwise adjust the program faculty and to allow any current majors in this program to complete their studies in a reasonable time.

If the request is to reduce or terminate a program, the originator of the request shall include projections as to whether program reduction or termination may be achieved through the normal attrition process of retirement, resignation, or early retirement.

### **10.6.3. Reassignment of Tenured Faculty**

If normal attrition will fail to bring about a sufficient reduction, then the University shall offer economic incentives (e.g., contract buy-outs or paid leave for retraining). The University shall offer reassignment or paid leave for retraining to tenured faculty affected by the program reduction or termination and shall make every reasonable effort in the case of untenured faculty. In both reassignment and retraining, every effort should be made to utilize the past training and expertise of the faculty in question. The duration and term of a paid leave for retraining shall be negotiated with the provost, taking into account such factors as:

- Credentials (education and experience);
- Faculty rank; and
- Consistency in the application of this policy.

In all reassignment decisions, tenure shall be heavily weighed. To maintain the proper balance in curriculum offerings, however, it may be necessary to reassign faculty without regard to tenure.

### **10.6.4. Termination of Program Faculty**

If the desired reduction in the number of faculty is still not achieved, then the dean, in consultation with the program faculty and department chair/school director, shall consider the following factors in preparing a list of faculty to be terminated:

- Tenure, rank, and seniority in that order of importance;
- Faculty performance over the last three years;
- Affirmative-action guidelines;
- Particular specialties of faculty and the continued needs of the program.

Every reasonable effort shall be made to preserve the positions of tenured faculty through reassignment or paid leave for retraining as outlined in Section 10.6.3 and Section 10.6.6. Given the University's commitment to tenure, tenured faculty will not be terminated except as provided in Section 10.6.6.

#### **10.6.5. College Program Review Committee**

The request will be forwarded to the University Curriculum Committee for decision. The University Curriculum Committee shall establish an appropriate College Program Review Committee to study the request and make recommendations for reduction or termination. This committee shall be made up of representatives of the college or colleges in which the program is administered. The committee will consider, in consultation with the program faculty and chair/director, items such as, but not limited to, the program's contributions to the teacher education and health programs and the general studies requirements of the University. The College Program Review Committee shall include the General Education Committee chair, a representative of the College of Education, and/or a representative from the College of Health and Human Services, if the program under consideration is relevant to these areas.

The recommendation of the College Program Review Committee will be submitted in writing to the University Curriculum Committee for vote. The University Curriculum Committee will then prepare a formal written explanation of its recommendation to be forwarded to the Faculty Senate for final decision and approval. If approved by the provost, the provost will administer the final plan. The decision-making process will at all stages be documented by the completion of a program reduction form similar to those used for the approval of new courses or programs.

#### **10.6.6. Appeal Process for Faculty Terminated Due to Program Reduction or Elimination**

The University shall offer reassignment to other academic programs, or offer a paid retraining leave to tenured faculty. If such reassignment or retraining leave is refused, then the faculty so refusing may be terminated. Tenured faculty would be terminated in accordance with the requirements of the Kentucky Revised Statutes.

Terminated faculty shall be notified in accordance with provisions that apply as provided in this Handbook and have the right to appeal the decisions to the Peer Review Advisory Committee (see Section 14 "Grievances").

## **10.7. FINANCIAL EXIGENCY**

### **10.7.1. Financial Exigency Policy**

#### **10.7.1.1. Purposes**

At times, certain social and economic conditions affect colleges and universities adversely. Falling enrollments, reduced funding, externally imposed curricular or program restrictions, and other factors induce significant changes in an institution.

Any substantial decline in the state and national economies usually incurs reductions in the financial support of colleges and universities as well as other social institutions and their services. When the economic decline and accompanying reductions in support of an institution reach critical proportions, a magnitude that drastically impairs the operations and functioning of the University, serious measures are demanded to meet the emergency intelligently and effectively.

#### **10.7.1.2. Preparation and Purposes of the Policy**

Foresight and preparation before such measures are actually needed to address critical financial conditions help to lessen harmful effects on people and the University and to ensure an orderly and fair process. The fundamental preparation for any emergency measures consists of the formulation of policies and procedures through which a critical cutback in funding can be met. In this formulation, three purposes are to be served:

- To maintain essential instructional and research services at a satisfactory level of quality;
- To protect those faculty and staff who must deliver such services and the students who receive them; and
- To preserve a capability of the University as a whole for continuance of services.

#### **10.7.1.3. Academic Values and Tenure**

Beyond these three purposes are certain academic values that must guide both policy and procedure development and their subsequent application when extraordinary financial stringencies are imposed upon the University. Of these academic values, a fundamental one undergirding several others is that of safeguarding tenure.

Tenure protects more than simply the right of individual faculty to a position or a property right. It ensures that ideas, concepts, and doctrines may be examined without fear or favor; that fact and truth may be pursued in research without dictation; that teaching may be done without reprisals. In short, tenure protects the exercise of the basic functions of the University and the reasons for its being.

#### **10.7.1.4. Responsible University Means**

Any respectable university will, in its policies and procedures, provide means for faculty to express their personal and professional concerns and have due process. Moreover, any responsible university will invoke a state of exigency only after other means have been taken through the regular organizational and administrative structures to minimize a financial urgency. If dire cutbacks are faced unexpectedly, other appropriate university policies and procedures would be implemented simultaneously for all segments of the university. In the case of Northern Kentucky University, before the policy and process outlined subsequently are activated, other policies and processes of the University normally will have been exercised, including a review of non-academic programs and termination of non-faculty positions in accordance with NKU policy.

#### **10.7.1.5. Continual and Periodic Analysis**

The University maintains continual analyses and periodic examinations of all fiscal matters of the institution. These and other records will be immediately available to the Financial Exigency Committee (as defined in Section 10.7.4 “Establishment and Operation of the Financial Exigency Committee”) should the activation of these policies and procedures become necessary.

### **10.7.2. Definitions**

#### **10.7.2.1. Termination for Financial Exigency**

“Termination for financial exigency” means the cessation of employment of a faculty position before the end of the appointment period for reasons of financial exigency. The non-reappointment of a faculty member on a specified term appointment is not a termination for financial exigency, and no objection to a non-reappointment may be filed under this procedure. The use of “termination” in this section (10.7) means termination for financial exigency unless otherwise stated.

#### **10.7.2.2. Financial Exigency**

“Financial exigency” means any imminent and extraordinary decline in the University’s financial resources that compels a reduction in the current operating budget to the extent that the University would be unable to meet existing financial obligations that include, but are not limited to, contractual obligations.

#### **10.7.2.3. Financial Exigency Committee**

The Financial Exigency Committee is a special committee, the purpose of which is to provide independent guidance and advice to the President and the Board of Regents on a declaration of financial exigency and alternative approaches in alleviating said exigency, to be formed in accordance with Section 10.7.4 below “Establishment and Operation of the Financial Exigency Committee”.

#### **10.7.2.4. Day**

Except as otherwise specifically provided herein, “day” means every day including Saturdays and Sundays but shall not include official University holidays.

### **10.7.3. Determination of Financial Exigency and Board Authorization**

If the president determines that circumstances indicate the University faces a financial exigency, the president shall take immediate action to apprise the Board of Regents of the nature and extent of the financial crisis. The president shall also present a general plan for how the exigency can be alleviated. The statement to the Board shall outline in terms as specific as the circumstances permit, the options readily apparent at the time. The president’s statement to the Board shall include a request for authorization to investigate further the necessity for a declaration of financial exigency. The statement shall also include the nature and extent of conditions and an outline of expenditure categories and major department areas to be examined in projecting a course of action that would meet such an emergency. Once Board authorization has been secured, the president shall proceed in accordance with the procedures outlined in this policy.

### **10.7.4. Establishment and Operation of the Financial Exigency Committee**

#### **10.7.4.1. Committee Composition**

The president shall, within five (5) days after the Board has authorized such action, establish a Financial Exigency Committee. The committee shall consist of ten (10) members representing various segments of the University and selected in the following manner and consistent with the University’s Affirmative Action policies:

- Five (5) faculty members who are either tenured or tenure-track faculty to be appointed by the president of the University from an existing pool of eight (8) faculty, who shall serve two-year terms (1 July to 30 June), chosen from all eligible faculty by an election conducted according to the schedule of elections developed by the Elections Committee of the Faculty Senate. The president shall in the selection ensure a broad representation of programs and departments/schools. The Faculty Senate is authorized to constitute the eight (8) elected faculty members as a continuing committee of the Senate to study the University’s financial condition when a funding crisis may be imminent and to assess possible ways of meeting such a crisis.
- The president shall appoint three (3) administrative employees, one of whom is an academic chair/school director.
- The president shall appoint one (1) staff representative after consultation with Staff Congress.
- The president shall appoint one (1) student representative after consultation with student government.
- A chair of the committee shall be appointed by the president from the ten (10) committee members.

#### **10.7.4.2. Committee Charge**

The Financial Exigency Committee shall make recommendations regarding:

- Whether a declaration of exigency is warranted;
- A review of expenditure categories and the major department/school areas as outlined in the president's statement to the Board of Regents; and
- Alternative considerations in the area of Academic Affairs.

#### **10.7.4.3. Committee Process**

Once the committee has been formed, no later than five (5) days subsequent to the Board of Regents' action, the president shall submit to the committee the statement that outlines the necessity for a declaration of financial exigency, including establishment of a specific dollar amount necessary to alleviate the emergency, and a general plan indicating means by which the emergency can be alleviated. This statement shall include efforts already undertaken by the University in response to the financial emergency. Upon receipt, the committee shall evaluate the statement and plan, and prepare a recommendation for the president's review.

The committee shall review the information presented by the president and shall recommend whether a declaration of financial exigency is necessary. The committee shall also review the major departments, each department's percentage of the budget, and any general reductions proposed in the president's statement. This review may include an examination of alternate approaches to alleviating the emergency including, but not limited to, increases in revenue, reallocation of current revenue, and use of University reserves to phase out activities. The committee may review the various expenditures of the University, including academic and non-academic departments and activities. The committee may also review alternative considerations.

The committee shall present its report and recommendations to the president within fifteen (15) days after receipt of the president's plan.

#### **10.7.5. President's Action**

Upon receipt of the report and recommendations of the committee, the president shall transmit the report and recommendations, any committee minority reports, and any presidential recommendations or comments to the Board of Regents for action. The president shall, upon receipt, also make this report available to the University community.

#### **10.7.6. Board Action**

The Board of Regents shall consider such recommendations as it receives from the committee, from any committee minority reports, and from the president. Faculty, students, staff, and others may request in writing permission to address the Board regarding any recommendations concerning financial exigency. The written request to address the Board shall contain a statement of the purpose and reasons for the address.

Within fifteen (15) days after it receives the report and recommendations of the committee, any committee minority reports, and the report and recommendations of the president, the Board shall determine if a declaration of financial exigency is necessary. Upon a declaration of financial exigency, the Board shall direct the president to act.

#### **10.7.7. University Action Upon Declaration of Financial Exigency**

Upon receipt of the Board of Regents' declaration of financial exigency, the president shall submit the decision and the reduction needed to alleviate the exigency through normal channels to the departments to be affected.

The department chair/school director shall recommend to the appropriate dean ways in which the required savings shall be effected in that department/school; the dean shall review this recommendation and submit a recommendation to the provost; likewise, the dean of Steely Library, after consulting with Steely Library staff, submit a recommendation to the provost; the provost shall review all recommendations and shall submit a recommendation to the president; the president shall review this recommendation for submittal to the Board for action.

#### **10.7.8. Termination of Faculty Positions**

##### **10.7.8.1. Consideration/Obligation to Faculty**

###### **10.7.8.1.1.**

If termination of faculty positions becomes necessary, due consideration shall be given to:

- The missions of the University;
- The criteria for faculty evaluation as established in this Handbook;
- Normal attrition of faculty;
- Program review documents;
- Cost analyses; and
- The Affirmative Action policies of the University.

###### **10.7.8.1.2.**

Northern Kentucky University recognizes that tenure constitutes a property right. Every effort shall be made to preserve the positions of tenured faculty. Such positions may be terminated only when financial exigency requires degree program reduction or degree program termination.

###### **10.7.8.1.3.**

The full teaching load of a terminated faculty position shall not be assumed by part-time faculty.

#### **10.7.8.1.4.**

The University shall make reasonable efforts to provide support for retraining, re-education, and/or reassignment within the University of a faculty member identified for termination.

#### **10.7.8.1.5.**

At the request of a terminated faculty member, the University shall provide reasonable and timely re-employment assistance.

#### **10.7.8.1.6.**

The University may not fill a position in a discipline in which a tenured faculty member who has been terminated is qualified to teach and/or perform the job for a period of three (3) years from the date of the termination, unless the position is first offered to that faculty member. The University may not fill a position in a discipline in which a non-tenured faculty member who has been terminated is qualified to teach and/or perform the job for a period of two (2) years from the date of termination, unless the position is first offered to that faculty member. The offer shall be made in writing with confirmation of receipt, and the acceptance of such offer must be made in writing. Each faculty member is responsible for providing the University with a current address. The address on file in the Office of the Provost shall be deemed the current address for mailing notices required by this procedure. Failure to accept the offer in writing with fifteen (15) calendar days of receipt of the offer or rejection of the position eliminates the re-employment rights of the faculty member to the position. Such acceptance or rejection must be made in writing.

#### **10.7.8.1.7.**

A faculty member who is recalled within the specified three (3)-year period for tenured faculty or two (2)-year period for tenure-track faculty shall have restored all sick leave accrued on the effective date of layoff. Tenured faculty shall be recalled with full tenure, and non-tenured faculty shall be recalled with the number of years of prior service at the University counting as part of the probationary period. Further, the salary for such positions filled through recall of terminated faculty shall be negotiable but in no case shall the faculty member receive less than their salary at the time of termination.

### **10.7.8.2. Notice to Individual Faculty**

If the Board of Regents' final action includes the termination of faculty, the president or designee shall give written notice, with a confirmation of receipt, of that fact to the faculty to be terminated. The notices shall include a statement of the conditions requiring termination of employment, a general description of the procedures followed in making the decision, and a disclosure of pertinent financial or other data upon which the decision was based. A faculty member receiving such notice may request clarification. The president and the Board shall make every reasonable effort to ensure that notice to tenured or tenure-track faculty be given



not less than 75 calendar days before the effective date of termination. In addition, reasonable effort shall be made to ensure that no faculty appointment is terminated before the end of the academic year in which the financial exigency occurs.

### **10.7.8.3. Unemployment Compensation**

Any faculty terminated shall be eligible for unemployment compensation if they meet the conditions of qualification for benefits defined in Chapter 341 of the Kentucky Revised Statutes. (See especially [KRS 341.350](#).) Benefits are calculated in accordance with [KRS 341.380](#) et seq.

## **10.7.9. Review of Individual Terminations**

### **10.7.9.1. Request for a Hearing**

Within ten (10) days after receiving a notice of termination, a tenured or tenure-track faculty member may request a review of the action by the Board of Regents. Review may be had solely to determine whether the decision to terminate was made in accordance with established procedures with respect to that individual. The request for review must be in writing and addressed to the chair of the Board with a copy to the president. It must specify the grounds on which it is contended that the established procedures were abridged, and must include a short, plain statement of facts that the faculty member believes supports the contention.

Submission of such a request constitutes on the part of the faculty member, first, a representation that this contention can be supported by factual proof, and, second, an agreement on the part of the faculty member that the University may offer in rebuttal any relevant data in its possession. The Board shall consider the request upon the transmission of the request by the president and shall grant a hearing if it determines that a prima facie case is presented by the statement.

A denial of the request finally confirms the decision to terminate, and the Board shall so notify the faculty member. If the request is granted, a hearing shall be held within ten (10) days after the request is received; the faculty member shall be given at least (5) days notice of the hearing.

### **10.7.9.2. Conduct of the Hearing**

The hearing shall be conducted informally and in private, with only the members of the Board, the faculty member, the president, and such witnesses as may be called, in attendance. During the hearing, the faculty member and/or the president will be permitted to have an adviser who may give advice to that party but may not otherwise represent the party. A quorum for purposes of the hearing is a simple majority of the Board's total membership. If the faculty member asks for a transcript of the proceeding, the transcript shall be made and one copy provided to the faculty member free of charge. The Board may consider only such evidence as is presented at the hearing, and it need consider only the evidence that it

considers fair and reliable. All witnesses may be questioned by the Board members, the faculty member, and the president.

Except as herein provided, the conduct of the hearing shall be under control of the chair of the Board of Regents. The hearing shall begin with the faculty member's presentation of contentions, limited to those grounds specified in the request for a hearing and supported by such proof as the faculty member desires to offer. The burden is on the faculty member to satisfy the Board by a preponderance of evidence that the procedures used to reach the decision to terminate were abridged. When this presentation is concluded, the Board shall recess to consider whether the proof offered in support of the contention establishes the contention, unless it is not rebutted. If it determines that the contention has not been so established, it shall notify the parties and conclude the proceedings. If it determines that rebuttal is desirable, it shall so notify the parties and the hearing shall proceed. The president may then present, in rebuttal of the faculty member's contention or in general support of the decision to terminate, such testimonial or documentary proofs desired, including the president's own testimony. After the president's presentation is completed, the Board shall consider the matter in executive session.

#### **10.7.9.3. Procedure After Hearing**

If the Board determines that the faculty member's contention has not been established, it shall issue a simple statement to notify the faculty member and the president. If the Board determines that the faculty member's contention has been established, it shall so notify the faculty member and the president by a written notice that states what corrective action must be taken.

#### **10.7.10. Exclusive Procedure**

No other existing procedure for reconsidering or examining an employee or grievance is available for considering an issue that arises from a reduction in force. Similarly, no personnel action other than a reduction in force may be considered under this procedure.

#### **10.7.11. Termination of Financial Exigency**

The financial exigency terminates when the University has, under the directions of the Board of Regents given to the president, reformulated the University budget to meet the specified financial constraints that imposed the emergency.

### **10.8. TERMINATION FOR CAUSE**

#### **10.8.1. Grounds for Termination**

The University may terminate a faculty appointment for cause only by using the grounds permitted by Kentucky Revised Statutes ([KRS 164.360](#)), as amended. The grounds for termination currently are "incompetency, neglect of or refusal to perform his [or her] duty, or for immoral conduct" (brackets added). Such termination shall never abridge faculty rights set forth in Section 16.3 "Academic Freedom".

### **10.8.2. Procedures for Termination**

The procedures set forth in [KRS 164.360](#) shall apply. That section provides that “A . . . faculty member shall not be removed until after ten (10) days’ notice in writing, stating the nature of the charges preferred, and after an opportunity has been given him [or her] to make defense before the board by counsel or otherwise and to introduce testimony which shall be heard and determined by the board.” (brackets added)

#### **10.8.2.1. Cause for Dismissal**

Adequate cause for a dismissal will be related, directly and substantially, to the fitness of the faculty member in the professional capacity as a teacher or scholar and as limited by [KRS 164.360](#). Dismissal will not be used to restrain faculty in the exercise of their rights under the laws of the United States and the Commonwealth of Kentucky.

#### **10.8.2.2. Process for Dismissal**

Dismissal of a faculty member with tenure, or with a special or probationary appointment before the end of the specified term, will be preceded by:

- Discussion between the faculty member and appropriate administrative officers, seeking a mutual settlement;
- An informal fact-finding conference with the Peer Review Advisory Committee, which may, failing to effect a resolution, determine whether in its opinion dismissal proceedings should be undertaken, without its opinion being binding upon the president; and
- A statement of charges, framed with reasonable particularity by the president or the president’s delegate.

#### **10.8.2.3. Dismissal Hearing Process**

With a statement of charges, the faculty member concerned will have the right to a formal hearing by the Peer Review Hearing Committee. Members deeming themselves disqualified for bias or interest will remove themselves from the case, either at the request of a party or on their own initiative.

Pending a final recommendation by the Peer Review Hearing Committee, the faculty member will be placed on mandatory leave, or assigned to other duties in lieu of mandatory leave, only if immediate harm to self or others is threatened by the faculty member’s continuance. Before placing a faculty member on mandatory leave, pending an ultimate determination of the faculty member’s status through the University’s hearing procedures, the administration will consult with the Peer Review Advisory Committee concerning the propriety, the length, and other conditions of the leave. In the event that the Peer Review Advisory Committee is not able to convene a meeting, the president has the right to make a brief suspension of the faculty member’s service before consulting the Peer Review Advisory Committee. A

mandatory leave intended to become a termination is a dismissal at the conclusion of the leave period. Salary will continue during the period of the leave.

The Peer Review Advisory Committee may hold joint pre-hearing meetings with the parties in order to:

- Simplify the issues;
- Effect stipulation of facts;
- Provide for exchange of documentary or other information; and
- Achieve such other appropriate pre-hearing objectives as will make the hearing fair, effective, and expeditious.

Notice of the hearing, with specific charges in writing will be made to the faculty member at least twenty (20) calendar days prior to the hearing by the chair of the Peer Review Hearing Committee. The faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges or asserts that the charges do not support a finding of adequate cause, the Peer Review Hearing Committee will evaluate all available evidence and rest its recommendation upon the evidence in the record.

The hearing will be private, except at the request of the faculty member and as provided by law. During the proceedings, the faculty member and/or the University will be permitted to have an academic adviser and/or legal counsel.

A verbatim record of the hearing or hearings will be taken and one typewritten copy will be made available to the faculty member without cost, at the faculty member's request.

The burden of proof that adequate cause exists rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole. The Peer Review Hearing Committee will grant adjournments to enable either party to investigate evidence for which a valid claim of surprise is made, if substantial prejudice would otherwise result. The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The administration will cooperate with the Peer Review Hearing Committee in securing witnesses and making available documentary and other evidence subject to the laws of the Commonwealth of Kentucky.

The faculty member and the administration will have the right to confront and cross-examine all witnesses.

In the hearing of charges of incompetence, the testimony will include that of qualified faculty members from Northern Kentucky University or other institutions of higher education.

The Peer Review Hearing Committee will not be bound by strict rules of legal evidence and may admit any evidence of probative value in determining the issues involved. Every

possible effort will be made to obtain the most reliable evidence available. The findings of fact and the decision will be based solely on the hearing record.

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by either the faculty member or administrative officers will be avoided until the proceedings, including consideration by the Board of Regents, have been completed.

The president, other appropriate academic administrators, and the faculty member will be notified of the recommendation of the Peer Review Hearing Committee in writing with supporting reasons and will be given one copy of the record of the hearing.

If the Peer Review Hearing Committee concludes that adequate cause for dismissal has not been established by the evidence in the record, it will so report to the president. If the president disagrees with the report, the president will state in writing the reasons for doing so, to the committee and to the faculty member, and will provide an opportunity for response before transmitting the case to the Board of Regents. If the Peer Review Hearing Committee concludes that adequate cause for dismissal has not been established by the evidence, but that an academic penalty less than dismissal would be more appropriate, it will so recommend, with supporting reasons.

## **11. FACULTY DEVELOPMENT PROGRAMS**

(See also Section 12 for other faculty leaves.)

### **11.1. SABBATICAL LEAVES**

#### **11.1.1. Purpose**

Sabbatical leaves are granted by Northern Kentucky University to promote the professional growth and effectiveness of the faculty. Sabbatical leaves are granted to enable recipients based on merit to devote additional time to scholarly activity and research, advanced study, or artistic performance—all in pursuit of academic objectives. The type of sabbatical that would best meet these objectives is to be determined by the faculty member applying for leave. The University's goal is to make available a number of sabbaticals approximated by 8.0% of the (tenured + 1/6 tenure track) faculty members. The minimum number will be communicated by the provost or designee to the Faculty Senate Benefits Committee no later than the first Friday in August. The actual number approved will be contingent on the total number of applications and their scholarly merit as reviewed by the chair/director, dean and provost, and ranked and recommended by the Faculty Senate Benefits Committee. Sabbatical leaves are normally not granted to prepare theses or dissertations to meet degree requirements. A sabbatical leave may be granted for the purpose of retraining a faculty member in a new academic field if this retraining is in the interests of the University.

#### **11.1.2. Eligibility for Sabbatical Leaves**

Tenured, full-time faculty and department chairs/school directors are eligible to apply for sabbatical leaves and are governed by the procedure outlined in this Handbook. A non-tenured

faculty member in the sixth year of a probationary appointment may apply for a sabbatical leave but must be granted tenure in order to receive the sabbatical leave.

Accrual of time toward eligibility begins at the date of initial tenure-track appointment at the University, or July 1, 1970, whichever occurred later. After twelve (12) semesters of employment at the University, excluding summer terms, faculty are eligible to receive a sabbatical leave of one semester at full salary or two semesters at sixty-five (65) percent salary. Twelve (12) semesters after the year or semester for which the sabbatical leave was awarded, a faculty member is again eligible for a sabbatical leave. Eligibility for subsequent leaves accrues in the same fashion.

A sabbatical leave may be postponed when the number of sabbatical applications recommended by the Faculty Senate Benefits Committee exceeds the University's funding capabilities. The decision to postpone a leave will be reached in consultation with the applicant, chair/director, and provost. If sabbaticals are postponed, the provost will make every effort to increase the total number of awards the following year by the number of awards postponed. If a sabbatical leave is postponed by the administration, by the department/school, or by the faculty member, the faculty member may elect to choose when to take the sabbatical leave, in consultation with the chair/director; however, eligibility for a subsequent leave shall be calculated on the basis of the semester/year for which the leave was awarded, not when it was completed.

### **11.1.3. Conditions**

Sabbatical leave of one semester carries full salary. A leave of two semesters carries 65% salary. Recipients of sabbatical leaves who receive salary must agree to return to the University for at least one academic year immediately following the end of the leave or to repay the University the amount of the leave stipend.

Faculty on sabbatical leave for one semester with full salary may not accept paid employment except where the purpose of the leave is for professional practice or experience that cannot be obtained without such employment. Faculty on two-semester sabbatical leaves at 65% of salary may normally accept a paid position that compensates up to the remaining 35% of salary (excluding extraordinary personal expense) or may accept a part-time position. Faculty on sabbatical leave may accept money from fellowships or grants for study, research, or travel, all without prejudice to their University salary.

Time spent on sabbatical leaves shall be considered a part of University service. The University will make its normal contributions to the faculty member's insurance (if continued coverage is permitted), to retirement plans, and to all other normally paid fringe benefits. Salary increments and any promotion increments for a year that includes a sabbatical leave shall be determined as if the faculty member were in residence during that period.

Between the awarding of the sabbatical leave and the initiation of the leave, in the event of intervening circumstances that prevent the recipient from fulfilling the terms of the sabbatical leave or the University from funding the leave, the leave will be postponed. If a sabbatical is

postponed, that postponement will not reduce the number of sabbaticals made available to the faculty in any subsequent year (see Section 11.1.2).

#### **11.1.4. Required Reporting**

Within two months of returning from a sabbatical leave, the faculty member shall submit a report summarizing what she/he accomplished on the leave to the Office of the Provost. The report shall consist of an approximately 250-word abstract outlining the major accomplishments, a one to two page extended overview of the sabbatical, and a photo of the faculty member or of their work appropriate for publication. The Office of the Provost will disseminate the report to the department chair or other appropriate supervisor, to the dean of the faculty member's college, and to the chair of the Faculty Senate Benefits Committee. A copy of the report will be placed in the faculty member's personnel file maintained in the Office of the Provost. Within one academic year following the end of a sabbatical leave, sabbatical recipients will provide an opportunity for others in the NKU community to learn about the results of their work. There are several acceptable vehicles for this report including but not limited to, formal and information presentations, the dissemination of written information, a public show or performance.

#### **11.1.5. Procedures**

The procedures set forth at Section 11.4 "Application and Procedures" apply to applications for sabbatical leaves.

### **11.2. FACULTY SUMMER FELLOWSHIPS**

#### **11.2.1. Purpose**

Faculty summer fellowships provide funds to support professional development during the summer months. The following are examples of the types of activities that may qualify the applicant for a faculty summer fellowship:

- Improving teaching skills;
- Individual research;
- Scholarly writing;
- Creative and artistic projects;
- Preliminary studies and literature searches; and
- Attending seminars or courses related to one's field or professional work.

#### **11.2.2. Eligibility for Faculty Summer Fellowships**

Full-time and part-time tenure-track or tenured faculty may apply for a faculty summer fellowship. A faculty member who receives a faculty summer fellowship will not be eligible to receive another faculty summer fellowship until the third summer following the prior fellowship. A faculty member who will receive a terminal contract is not eligible to receive a faculty summer fellowship.

### **11.2.3. Term of the Fellowship**

The duration of the summer fellowship is two (2) months, usually between June 1 and July 31. The time window may be shifted so that it starts as early as the Monday following spring commencement or ends as late as two Fridays before the start of fall classes.

### **11.2.4. Stipend or Reassigned Time**

All recipients on an academic-year contract will receive the same stipend in a given summer. Each year the provost, after consultation with the Faculty Senate Benefits Committee, will announce the exact amount of the stipend for faculty summer fellowships prior to the application deadline.

Recipients on academic-year contracts will receive 90% of their stipends near the beginning of the term of the fellowship, normally during the first week in June. The remainder of the stipend will be paid only after the reporting requirements have been completed.

All recipients who are on a fiscal-year contract will receive 100% reassigned time for two months during the summer of the fellowship in addition to accrued vacation time. They shall continue to receive their regular salary during this reassigned time.

### **11.2.5. Conditions**

Faculty summer fellowships are not awarded to enable faculty to complete degree requirements. Recipients of faculty summer fellowships will not teach any summer courses or perform any other paid duties for the University during the term of the fellowship. Exception: a recipient on an academic year contract may take part in isolated service activities for which he/she receives a small stipend, such as assisting with summer advising sessions or contributing a few hours to a summer camp, provided that the recipient extends the duration of the fellowship by one day for each extra service activity and receives confirmation in advance from the chair of the Benefits Committee.

Recipients of faculty summer fellowships must agree to return to the University for a minimum of one academic year following the fellowship or to repay the University the full amount of the fellowship stipend. Recipients of faculty summer fellowships must comply with the University's outside-activity guidelines during the term of the fellowship.

In addition to the fellowship-reassigned time, a recipient on a fiscal-year contract is entitled to one month of vacation between mid-May and mid-August.

If, between the awarding of a fellowship and the funding or beginning of the fellowship, intervening circumstances prevent the recipient from fulfilling the terms of the fellowship or the University from funding the fellowship, the University is not obligated to fund the fellowship.

### **11.2.6. Reporting**

No later than September 1, the faculty member shall submit a report to the Office of the Provost summarizing what was accomplished on the faculty summer fellowship. The report should consist of an approximately 250-word abstract outlining the major accomplishments, a one to two



page extended overview of the fellowship and a photo of the faculty member or of their work appropriate for publication. The Office of the Provost will disseminate the report to the department chair (or other appropriate supervisor), to the dean of the faculty member's college, and to the chair of the Faculty Benefits Committee. A copy of the report will be placed in the faculty member's personnel file maintained in the Office of the Provost.

#### **11.2.7. Procedures**

The procedures set forth in Section 11.4 "Application and Procedure" apply to applications for faculty summer fellowships.

### **11.3. FACULTY PROJECT GRANTS**

#### **11.3.1. Purpose**

Faculty project grants are awarded to provide funds to pay expenses, purchase equipment, and to cover other financial needs for sabbatical leaves, faculty summer fellowships, and for other instructional, scholarly, and creative activities where financial support is not available through department budgets. Availability of department funds should be communicated by department chairs or program/school directors as part of their evaluation of the application.

#### **11.3.2. Eligibility for Faculty Project Grants**

Full-time and part-time tenure-track or tenured faculty may apply for a faculty project grant. A faculty member who will receive a terminal contract is not eligible to receive a faculty project grant.

#### **11.3.3. Award**

Normally the maximum amount for a faculty project grant will be the amount of a faculty summer fellowship. Especially worthy projects, however, may be funded with additional amounts. Grant funds will be made available on May 1 of the calendar year in which the award is made and must be spent before June 30 of the following calendar year.

#### **11.3.4. Limitations**

No salary or honorarium may be paid to any full-time faculty member from grant funds. Projects leading to completion of a terminal degree and student projects will not be funded.

#### **11.3.5. Disposition of Purchased Property**

All property, including equipment and art works, purchased with faculty project grant funds becomes the property of Northern Kentucky University. The provost will make the final determination of assignment of all property purchased with grant funds.

### **11.3.6. Grant Administration**

#### **11.3.6.1. Administration and Accounting**

The Office of the Provost will coordinate administration and accounting for the grant. All expenditure authorizations must be approved prior to disbursement. The Office of the Provost will provide information and assistance in complying with regulations of the University and the Commonwealth of Kentucky.

#### **11.3.6.2. Fiscal Procedures**

University fiscal policies and procedures are subject to change. Recipients of faculty project grants are expected to check with Office of the Provost to ensure adherence to current practices.

### **11.3.7. Final Report**

Upon completion of the grant, the faculty member will submit a report to the Office of the Provost. The report should consist of an approximately 250-word abstract outlining the major accomplishments and completed goals, a one to two page extended overview of the project grant, and a photo of the faculty member of their work appropriate for publication. The Office of the Provost will disseminate the report to the department chair or other appropriate supervisor, the appropriate dean, and the chair of the Faculty Senate Benefits Committee. A copy of the report will be placed in the faculty member's personnel file maintained in the Office of the Provost.

### **11.3.8. Procedures**

The procedures set forth in Section 11.4 "Application and Procedures" apply to applications for faculty project grants. If, between the awarding of the faculty project grant and the funding or initiation of the project, there are intervening circumstances that would prevent the recipient from completing the project or prevent the University from funding the project, the University may revoke the grant.

## **11.4. APPLICATION AND PROCEDURES**

### **11.4.1. Application**

No later than 4:30 p.m. on the first Tuesday in October, the faculty member shall electronically submit the proposal for a specified faculty development program. A faculty member may apply for more than one program. Applications for summer fellowships and project grants must be given to the department chair/school director or program director and to the chair of the Faculty Senate Benefits Committee. Sabbatical applications must be given to the department chair/school director or program director, the college dean, and to the chair of the Faculty Senate Benefits Committee. In colleges where there is no department or school, the dean or a designee will function as department chair in these processes.

Each application must comply with the proposal criteria and format established by the Faculty Senate Benefits Committee and approved by the Faculty Senate.

No later than April 30, the Faculty Senate shall provide copies of the application form, criteria, and format to each chair and director. These documents will be available to the faculty from each chair and director no later than May 1 of each academic year for use in the following fall semester.

#### **11.4.2. Evaluations and Recommendations**

No later than the second Tuesday in October, the department chair or program/school director and college dean must evaluate all applications received. Department chairs and program/school directors must verify the eligibility of all applicants and must include a summary of the applicant's stewardship of previous Faculty Development Awards. The evaluation must be forwarded to the chair of the Faculty Benefits Committee and the appropriate dean and the applicant. The evaluation of a sabbatical application by a college dean must include a summary of the contributions of the project to the college, the University, or the non-academic community. The dean's evaluation must be forwarded to the chair of the Faculty Benefits Committee, the department chair/school director, and the applicant. In the event that a department chair/school director is applying to a faculty development program, the appropriate dean will fill the role of the chair/director in the evaluation process.

When a department chair/school director applies to the same faculty development program (such as the sabbatical or a project grant program) as a faculty member from his/her department, the chairperson/director will defer the responsibility of evaluating both the faculty member's application, as well as his/her own application, to the dean. The dean will, therefore, evaluate the chairperson's/director's application and the faculty member's application for eligibility, stewardship of prior awards, and value of the application to the college, University, or non-academic community. The dean's letters shall be forwarded to the chair of the Faculty Senate Benefits Committee and to the respective applicants by the second Tuesday in October. In colleges where there is no department or school, the dean or a designee will function as department chair in these processes.

No later than December 1, the Faculty Senate Benefits Committee will submit to the provost a ranked list of all approved applications and a list of all unapproved applications.

The provost, after consultation with the appropriate dean, may change a recommendation of the Faculty Senate Benefits Committee; such changes will be made in consultation with the committee. No later than December 24, the provost will notify all applicants of the approval or disapproval of their faculty development program applications.

The provost maintains final responsibility for the dispersal of faculty development program funds.

#### **11.4.3. Bylaws**

The Faculty Senate Benefits Committee will maintain Bylaws for the evaluation of faculty development program applications. These Bylaws must be approved by the Faculty Senate and the provost. Copies of the Bylaws must be available to any faculty member from the chair of the Faculty Senate Benefits Committee.

#### **11.4.4. Evaluation**

In evaluating and ranking applications, the following are the primary factors that will be considered:

- a) How well the proposal meets the purposes of the program for which application is made;
- b) Overall quality of the proposal;
- c) The urgency of the project to be undertaken;
- d) The ability of the applicant to convey the content and importance of the project to those outside the applicant's own academic discipline;
- e) The value, utility, merit, or worth of the project (to be measured in terms of the applicant's growth and/or professional status, teaching responsibilities and students, scholarship/creative activity and scholarly community, the University, and the non-academic community);
- f) The probability that the project will be carried out (to be measured in terms of the applicant's background, previous success, and attainability of the goals stated);
- g) Investigation of alternative funding sources and other commitments;
- h) Inclusion of required support documents.

Other things being equal, preference should be given, first, to a candidate who has not previously received a program award; second, to a candidate without tenure; third, to a candidate who received a program award the longest time ago; and, fourth, to faculty who have submitted simultaneous, co-dependent applications.

*Quality (a-d) = 50%; Value (e) = 30%; Diligence (f-h) = 20%*

#### **11.5. REGENTS PROFESSORSHIP AWARD**

The Regents Professorship Award was established May 9, 1990, by the Board of Regents of Northern Kentucky University.

The Regents Professorship shall be awarded from time to time to those at the rank of Professor who, at the apex of their careers, have a demonstrated record of academic achievements that have brought acclaim to the University. Upon selection, the Regents Professor shall carry such title for the remainder of their tenure at the University. Compensation for the award may include salary compensation, reassigned time, and other benefits as stipulated by the Board of Regents. Appropriate personnel should make the presentation of the Regents Professorship to the person receiving the award at the appropriate college commencement in the spring prior to the first year of the initial Regents Professorship term.

The Regents Professorship selection process shall be administered by the Office of the Provost and Executive Vice President for Academic Affairs. Announcements regarding the award availability will be made to all full-time faculty.

## **11.6. FACULTY-INITIATED REASSIGNED TIME**

### **11.6.1. Definitions**

“Reassigned time” is a reduction granted in the normal teaching load to faculty to allow them to pursue professional growth and improved teaching effectiveness, but it may be limited by budgetary or departmental considerations. A reduced workload may be granted to librarians for worthwhile projects but may be limited by budgetary or departmental considerations.

“Faculty-initiated reassigned time” is reassigned time that is initiated by a faculty member (see also Section 11.7 “Administrative-Initiated Reassigned Time”).

### **11.6.2. Eligibility for Faculty-Initiated Reassigned Time**

This policy applies to all full-time, tenure-track faculty, except that faculty on terminal contracts are not eligible to receive faculty-initiated reassigned time.

### **11.6.3. Purpose and Scope**

A faculty member may request reassigned time for creative and scholarly activity, for research, for curriculum development, or for community research and service. The following are examples of the types of projects that may qualify; these descriptions are not intended to be all-inclusive:

- Faculty development, such as scholarly and creative activity as defined in Section 3.1.2; research in developing experimental projects; research in improvement of teaching skills; holding a responsible, time-consuming office in a regional or national professional organization.
- Curriculum development, such as revising programs; developing multi-section courses or new courses that require extensive preparation; writing grant proposals—all of which would further objectives of the department.
- Community research and service, such as coordinating service projects; development and implementation of workshops, research and analysis, special training projects or conferences; writing or editing service publications; holding a responsible, time-consuming office in regional or national service organizations.

### **11.6.4. Limitations**

Reassigned time will not be granted for paid consultation, for “normal” course revisions that are routinely required of all faculty, or for research or writing or course study to meet degree requirements. Award of reassigned time is conditioned upon signing a non-terminal contract for the academic year for which reassigned time is awarded.

### **11.6.5. General**

A college may maintain funds for staffing departments/schools that have faculty on faculty-initiated reassigned time. Where proposals are equally justifiable, the dean will attempt to equitably distribute reassigned time among departments/schools. Requests for reassigned time

may be made for a one- or two-semester duration. The award will clearly state the amount of reassigned time. The amount of reassigned time will be stated as a percentage of the regular 12-hour teaching load, or percentage of normal workload for librarians, within the department/school. The maximum amount of reassigned time per person shall not normally exceed 50%. There is no restriction as to how often a faculty member may request reassigned time but, all other factors being equal, priority will be given to those who were not given reduced teaching loads in the previous semester.

#### **11.6.6. Procedure and Evaluation**

Faculty members initiate requests for reassigned time by submitting proposals in writing, using the appropriate form if one exists, to the chair or other appropriate supervisor, no later than the end of the seventh week of the semester prior to the semester for which reassigned time is requested.

The chair or school director will recommend either approval or disapproval of the proposal and forward it to the appropriate dean. The dean will either approve or disapprove the proposal. The dean will use these criteria to evaluate each proposal:

- Explicitness of the goals;
- Attainability of the goals in the time period;
- Sufficiency of the applicant's background for attainment of the stated goals;
- Contributions to one or more of the following:
  - The applicant's growth or professional status;
  - The program area;
  - The University;
  - The scholarly community;
  - The non-academic community; and
  - The chair's/director's recommendation.

At the end of each semester, the dean will send a list of all faculty granted faculty-initiated reassigned time to the department chair/school director and to the provost.

#### **11.6.7. Intervening Circumstances**

In the event circumstances develop between the time of awarding reassigned time and the beginning of the reassignment that prevent the faculty member from fulfilling the terms of the reassignment or the University from funding the reassigned time, the University may withdraw the award of reassignment.

### **11.7. ADMINISTRATIVE-INITIATED REASSIGNED TIME**

The administrative officers of the University may assign a faculty member to serve in an administrative or other capacity for a specified time. This assignment may be full-time or part-time for a limited period.

## **11.8. TUITION WAIVER**

Each full-time regular faculty member may take up to six (6) semester hours of NKU course work per semester/entire summer session without being required to pay tuition. Each full-time regular faculty will be provided with a tuition waiver benefit of six (6) semester hours of NKU course work each semester for the faculty member's spouse and each dependent. "Full-time regular faculty" is defined as tenured full-time faculty, tenure track full-time probationary faculty, and full-time teaching faculty as defined in Section 1.3.

After one year of continuous service, a full-time visiting faculty member (see Section 1.4) may take up to six (6) semester hours of NKU course work per semester/entire summer session without being required to pay tuition. Beginning in the fourth year of continuous service, the employee's spouse and dependents will also eligible for six (6) hours per semester.

After two semesters/entire summer session over the course of one academic year of continuous service, a part-time faculty member may take up to three (3) credit hours per semester/entire summer session without being required to pay tuition. The employee's legal spouse and dependents are not eligible for the tuition benefit.

## **11.9. TRAVEL FUNDS**

Each department/school and program may be allocated faculty travel funds. The chair or director is responsible for allocating these funds among faculty. The purpose of the travel funds is to enable faculty to travel for professional purposes, especially to enable faculty to present papers and to serve on professional panels. Each faculty member is responsible for securing proper authorization for travel and for submitting the proper forms and information for reimbursement of travel expenses.

## **12. FACULTY LEAVES**

### **12.1. LEAVES FOR FACULTY ON ACADEMIC-YEAR CONTRACTS**

(See also Section 11.1 "Sabbatical Leaves".)

This policy applies to full-time tenure-track faculty who receive academic-year contracts. Arrangements to provide for classes to be taught by a faculty member on leave will be made by the faculty member, upon approval of the department chair/school director, or by the department chair/school director, as appropriate. In colleges where there is no department or school, the dean will function as department chair in these processes.

### **12.2. JURY DUTY AND COURT APPEARANCES**

Faculty will be granted time to serve on juries or to appear in court as witnesses if subpoenaed by anyone empowered by law to compel attendance by subpoena, all without loss of pay. The University will continue its normal contributions to insurance and other fringe benefits during such leave.

### **12.3. TEMPORARY MILITARY LEAVE**

Faculty in the National Guard or in military reserve units of the United States shall be granted up to 10 working days of military leave each year. Insofar as possible, faculty shall attempt to have the leave scheduled at some time other than the academic year by making such a request of their military superiors. The University will pay the difference between the faculty member's normal salary and the military salary during this leave.

### **12.4. EXTENDED MILITARY LEAVE**

Military leave of absence will be granted to any faculty member in the event of induction or voluntary enlistment. No salary or collateral fringe benefits of any kind shall be paid to the faculty member during the term of this leave. Upon return to the University position, the period of military service will be added to the length of service credit that the faculty member may have accumulated prior to induction or enlistment, except that time spent on extended military leave shall not be counted toward mandatory tenure consideration.

### **12.5. PROFESSIONAL LEAVE**

Leaves of absence to attend professional meetings or other professional activities may be granted to faculty upon request. Such leaves shall not exceed five (5) consecutive working days. Requests must be filed with the department chair/school director at least five (5) working days in advance of the anticipated leave.

Leaves of absence to carry out official University business, e.g. official visits to other campuses, off-campus meetings, etc., may be granted to faculty upon request. When possible, requests must be filed with the department chair/school director at least five (5) working days in advance of the anticipated leave.

### **12.6. PAID LEAVE FOR ILLNESS, TEMPORARY DISABILITY, OR PARENTAL LEAVE**

Continuing faculty earn and accumulate sick leave with pay on the basis of one day per month credited on the first day of the contract year (twelve (12) days per contract-calendar year). An unlimited number of sick-leave days may be accrued. Records regarding faculty sick-leave accumulation are maintained in the office of Human Resources.

New faculty having no accrued sick leave will have one-half the yearly total credited to them at the beginning of their annual appointment; the remaining six (6) days will be credited as they accumulate monthly for the remaining half of the contract year.

Faculty who suffer temporary illness or disability, thus making them unable to perform assigned duties, will be granted paid leave for the necessary period, not to extend beyond the period that can be covered by accumulated sick leave days or ninety (90) calendar days, whichever is greater. A physician's written statement may be required by the faculty member's department/school and/or the Office of the Provost at any time during a temporary disability leave.



Faculty on paid leave will receive their regular compensation during the period of leave, as well as any salary increases, promotion, award of tenure, or any other rights that they would have received individually or as a member of the faculty had they not been on such leave.

On the first day of the month following the completion of six (6) months of continuous total disability, the faculty member is eligible for benefits under the University's group total disability insurance plan.

A maximum of five (5) accumulated sick days per contract-calendar year may be used for absences necessitated by emergency or serious illness of an immediate member of family (parents, brother, sister, spouse, child, or other persons for whom the faculty member is responsible). Faculty may use accrued sick leave for childbirth, adoption, or attending childbirth in the immediate family.

If a faculty member is ill, he/she is required to call the department chair's/school director's office as early as possible to report the absence and to make provisions to have his/her classes notified. If a faculty member anticipates an illness in excess of three (3) consecutive teaching days, the department chair/school director must be notified so that provisions can be made for covering the classes.

Unused faculty sick-leave allowance will not be paid upon termination or resignation.

## **12.7. UNPAID SICK LEAVE**

After exhausting accrued sick leave, a faculty member may request additional unpaid sick leave. A request form for unpaid, extended sick leave must be filed and approved by the department chair/school director, the dean, the provost, the president, and the Board of Regents.

Approval for unpaid extended sick leave will normally be granted to tenured faculty for up to two years. A non-tenured faculty member's request for unpaid extended sick leave will normally be granted for a period at least equal to the period specified for probationary faculty members in the termination policies of this Handbook.

Initial requests for extended unpaid sick leave will be granted for up to one year of unpaid sick leave. Extensions of unpaid sick leave beyond one year require submission and approval of an additional request. Unpaid sick leave will not normally be granted to any faculty member for more than two consecutive years. After two consecutive years, if the case warrants, the University administration may implement the procedures for termination for medical reasons.

The University will continue its normal contributions to insurance and other paid fringe benefits up to one year of unpaid sick leave if permitted by the contract with the insurance carriers. (The University does not continue its contributions to TIAA in instances of unpaid leave.)

Accrual of sick-leave time does not continue during unpaid sick leave. Unpaid sick leave will not count toward tenure accrual.

## **12.8. UNPAID LEAVE**

Leaves of absence without pay may be granted to faculty for up to one year at a time. A request must be filed with the department chair/school director at least two months in advance of the date upon which unpaid leave would begin except in case of emergency. Granting of unpaid leave requires the approval of the department chair/school director, the dean, the provost, the president, and the Board of Regents. A second consecutive year of unpaid leave may be granted upon request. In no case will a second year of unpaid leave be automatically granted. Unpaid leaves may be requested for the following purposes:

- Personal;
- Childbirth, attending childbirth, adoption, child-rearing, or other related purposes; and/or
- Faculty professional development.

Specific conditions applying to recipients of unpaid leave:

- In the case of leave granted for faculty professional development, the following benefits will normally be granted:
  - Accrued time toward tenure, promotion, and sabbatical leaves;
  - Across-the-board salary increases.
- In the case of leave granted for child-rearing or personal reasons, none of the above benefits will normally be granted.
- Faculty on unpaid leave other than unpaid sick leave may continue in the University's benefit programs if permitted by the contract with the insurance carriers, at the faculty member's expense.

Exceptions to this policy must be agreed to by the administration and affected faculty, and they must be stated in writing before the unpaid leave is granted.

## **12.9. SPECIAL OR EMERGENCY LEAVE**

It is recognized that from time to time it may be advantageous to faculty and to the University to grant special or emergency leaves for purposes, for time periods, and under circumstances other than those described in the prior provisions of this Handbook. Such leaves may be granted, for example, to respond to personal emergencies, family responsibilities, or bereavement. Special or emergency leaves may be requested by the faculty member and granted upon approval of the department chair/school director, the dean, and the provost. The provost may also initiate and approve a special or emergency leave for faculty. The terms and conditions of such leaves will be mutually agreed upon by faculty and administration. All normal compensations will continue during the special or emergency leaves.

## **12.10. MANDATORY LEAVE**

The president may place a faculty member on temporary, paid mandatory leave under appropriate circumstances.

## **12.11. LEAVES FOR FACULTY ON FISCAL-YEAR CONTRACTS**

(See also Section 11.1 “Sabbatical Leaves”.)

Full-time, tenured or tenure-track faculty on fiscal-year contracts, except for chairs/school directors, deans, vice presidents, the president, and any other administrative officer who holds faculty rank, may request all the leaves set forth above. In addition, these faculty accrue annual leave at the same rate as other fiscal-year employees, i.e. an average of 16.25 hours each month for a total of twenty-six (26) working days for a calendar year. These faculty members may use no more than twenty (20) working days of annual leave in any calendar year. No more than twenty (20) working days of annual leave may be carried into any calendar year. The dates of annual leave shall be mutually agreed upon by faculty and immediate supervisors. Annual leave time does not accrue while a faculty member is on any unpaid leave. Fiscal-year faculty should be on campus when the University is open for business after the end of the semester and prior to commencement.

Faculty who anticipate termination due to resignation, retirement, or other reason must use all accumulated annual leave prior to the date of termination. In the event of death of a faculty member who has accumulated annual leave, the final salary payment will include payment for such earned annual leave. Other payment of annual leave time will not be made in the event annual leave time is unused at termination unless use of the annual leave would result in undue hardship to the University.

## **13. FACULTY WORKLOAD POLICY**

### **13.1. GENERAL**

The credit hour is the recognized standard by which faculty teaching load is measured. The traditional twelve (12) semester credit hours is the maximum required undergraduate teaching load for all full-time tenure-track faculty. Individual departments/schools may propose their own credit hour equivalencies and reassigned-time policies. Such policies must be in writing and must be approved by a majority of the tenure-track departmental/school faculty, the chair/school director, the appropriate dean, and the provost. In colleges where there is no department or school, the dean will function as department chair in these processes and approval must be given by a majority of the tenure-track faculty in the college. Regardless of external funding for research or other grant activities, faculty will normally teach a minimum of 50% time in a given academic year. The provost may grant exceptions to this policy on a semester-by-semester basis.

### **13.2. MODIFIED DUTIES**

The university recognizes the need for tenured and tenure-track faculty to balance professional and personal commitments. Special family circumstances, for example, the birth or adoption of a child, severe illness or death of an immediate family member, or even issues of personal health, can create the need for a modified workload and flexible schedule for a period of time.

Since the circumstances may vary widely, this policy does not prescribe the exact nature of the accommodation. In many cases, it may be a reduction or elimination of a teaching assignment while

the faculty member continues to meet ongoing, but more flexible research and service obligations. In general, the commitment is to work with a faculty member to devise a modified workload and schedule that enables the individual to remain an active and productive member of the department/school. **Because there is no reduction in salary, the faculty member is expected to have a set of full-time responsibilities.**

The modified duties policy applies only to tenure and tenure-track faculty and is available upon employment. An eligible faculty member should speak with his or her department chair/school director as soon as possible about the need for modified duties to ensure the maximum amount of planning time. The department chair/school director, in consultation with the relevant dean, is responsible for working with the faculty member to ensure a fair plan for modified duties is implemented if possible, that budgetary constraints are considered, and that student or other needs are met. The policy does not create an entitlement if there are legitimate business-related reasons for denying the request. Final decisions about the nature of the modified duties are the responsibility of the department chair/school director in consultation with the dean. The request form is available on the provost's website.

The period of modified duties is generally one semester, although an additional semester may be requested in unusual circumstances. A request to extend the probationary period may be made by submitting the appropriate form (also available on the provost's website). The extension may be requested as a complement to a request for modified duties. However, the semester of modified duties does not automatically affect the tenure probationary period.

Provisions of this policy cannot adequately address all individual circumstances. Sick leave (including disability), leave without pay, or permanent reduction in appointment to part-time status may be options to consider for longer-term or more demanding needs. A semester of modified duties should be considered *in addition to*, not as a substitute for, sick leave or family leave. There are no work expectations for individuals on approved sick or family leave. Medical documentation is required if the period of modified duties is requested related to a health issue not addressed by sick leave.

Modified duties should not result in additional duties during the subsequent semester, e.g., the faculty member should not be asked to make up the released teaching before or after the semester of modified duties. This policy is not intended to provide release time from teaching for the purpose of allowing additional time for research. The faculty member cannot be employed by another institution during the period of modified duties, nor can the release time be used for extensive professional travel or other increased professional activities (including consulting) that do not meet the goals of the policy. Requests for outside consulting during the period of modified duties are not normally approved.

Approval of the department chair/school director, dean, and provost are necessary. If the department chair/school director does not support the request, the reasons for denial must be provided in writing, and the request is automatically forwarded to the dean for further review. In colleges where there is no department or school, the dean will function as department chair in these processes.

## **14. GRIEVANCES**

### **14.1. DEFINITION**

For the purposes of this Handbook, there are two categories of grievances:

- Major issues concerning a faculty member's professional appointment that are heard by the peer review committees (Section 14.2 "Peer Review Process"), and
- All others (see Section 14.3 "Complaint Process").

### **14.2. PEER REVIEW PROCESS**

The Peer Review Process is confidential except as agreed to by the grievant faculty member and the University, through its appointed representatives, or as provided herein, or as may be required in a court of law.

#### **14.2.1. Matters Subject to Peer Review**

Only the following matters, all of which affect a faculty member's professional employment at the University, may be appealed to or heard by the Peer Review Process:

- Denial of reappointment, promotion or tenure;
- Cases involving alleged illegal discrimination, except for cases of alleged sexual discrimination which are covered in Section 16.8 "Sexual Harassment/Gender Discrimination" of this Handbook;
- Cases involving alleged violation of professional ethics and responsibilities, as set forth in Section 16.3 "Professional Ethics and Responsibilities" in this Handbook;
- Termination for medical reasons, as set forth in Section 10.5 "Termination for Medical Reasons" in this Handbook;
- Program reduction and faculty reassignment, as set forth in Section 10.6 "Program Reduction and Faculty Reassignment" in this Handbook;
- Termination for cause, as set forth in Section 10.8 "Termination for Cause" in this Handbook; and
- Cases involving disagreement with a post-tenure review development plan, as set forth in Section 9.6.4 "Post-Tenure Development Plan" in this Handbook.

The Peer Review Process will deal with appeals and grievances of matters listed above only for persons who receive a faculty contract; no person who receives an administrative contract (e.g. director, dean, associate provost, vice president) may utilize the Peer Review Process.

Section 14.3 "Complaint Process" applies to all other complaints, grievances and appeals by faculty members.

## **14.2.2. Composition of Peer Review Committees**

### **14.2.2.1. Membership of the Committees**

There shall be two peer review committees. The Peer Review Advisory Committee shall consist of five members and five alternate members. The Peer Review Hearing Committee shall consist of five members and five alternate members. Alternate members of either Peer Review Committee may be called upon to serve on the other Peer Review Committee; however, no alternate can serve on both Committees to hear the same case. If it is necessary to constitute a full committee, the Faculty Senate Executive Committee shall appoint members to serve until elected members replace them. Members will serve four-year terms beginning on July 1 of the initial year and extending through June 30 of the final year of service. If a hearing is in progress, Committee members are required to continue their service beyond June 30 of the final year until the hearing is concluded.

### **14.2.2.2. Election of the Committee Members**

The members of the Peer Review Committees will be elected at large by the full-time faculty of the University eligible to vote for Faculty Senators. The election shall be conducted by the Faculty Senate Elections Committee. Nominations shall be sought from all full-time faculty eligible to vote for Faculty Senators.

Elections will be held according to the schedule of elections developed by the Elections Committee of the Faculty Senate. Members shall be elected by frequency of votes. In event of a tie, the matter will be settled by the Elections Committee, with the advice and consent of the affected individuals and the President of the Faculty Senate. Membership on the Peer Review Committees should be from a broad representation of the University faculty; therefore no Department/School will be represented by more than one faculty member on each Committee.

### **14.2.2.3. Terms of the Committee Members**

Members of the Peer Review Committees must be tenured full-time faculty. They shall serve staggered four-year terms (1 July to 30 June) to provide continuity of membership. The alternates will serve two-year terms (1 July to 30 June).

### **14.2.2.4. Chairs of the Committees**

Each committee will elect a chair who shall serve for one year.

### **14.2.2.5. Conflict of Interest**

No member of either Peer Review Committee shall serve in the appeal or review of any matter arising from the department(s)/school(s) (or college in the case where there are no departments or schools) of the member's appointment, in any case in which the member participated in prior to referral to the Peer Review Committee on which the member participates, nor in any matter in which the member may legitimately be called as a witness.

It is the responsibility of committee members to exclude themselves from participating on a committee in any proceeding in which they have any other conflict of interest.

### **14.2.3. Procedure**

#### **14.2.3.1. Filing the Petition**

Any faculty member wishing to initiate a review by the Peer Review Process must file with the provost one original and eight copies of a written petition. The petition must comply with the following requirements:

- Clearly state the nature of the grievances and any/all attempts that the faculty member has made to resolve the grievance(s); only those grievances listed in Section 14.2.1 of the Handbook can be investigated by the Peer Review Committees. If the faculty member wishes to submit supporting documentation, one original and eight copies of the documentation must be included with the copies of the written petition to the provost. Although decisions regarding the inclusion of supporting documentation are the sole responsibility of the faculty member, the Peer Review Committees discourage the submission of documents unrelated to the specific grievance(s).
- Be filed within the time limits prescribed by the applicable section of this Handbook; for reappointment, promotion, and/or tenure decisions the time limit is fifteen (15) University working days of receipt of the notice from the provost (Section 3.2.13); if no time limit is prescribed elsewhere in this Handbook, the petition must be filed no later than 60 days of the date of the alleged grievous conduct; if a petition is filed after the prescribed time, it shall be dismissed.

#### **14.2.3.2. Withdrawing the Petition**

An aggrieved faculty member may withdraw a petition for Peer Review at any time prior to the completion of the Peer Review Process. The faculty member must file a written request with the provost asking that the petition be withdrawn. Withdrawal of the petition shall be effective on the date the written request is received in the office of the provost and all further consideration of the petition shall cease immediately.

### **14.2.4. Peer Review Advisory Committee**

#### **14.2.4.1. Initiating the Process**

Within five (5) working days of receipt of a timely filed petition and any supporting documentation, the provost shall forward copies of the petition and any supporting documentation received from the faculty member to the Chair of the Peer Review Advisory Committee, the dean of the college in which the aggrieved faculty member resides; the department chair/school director; the chair of the Reappointment, Promotion, and Tenure Committee of the grievant faculty member's department/school; and/or any other legitimate respondent to the grievance.

#### **14.2.4.2. The Committee Process**

Upon receipt of a petition and any supporting documentation for peer review, the dean of the college in which the faculty member resides, the department chair/school director, the chair of the Reappointment, Promotion and Tenure Committee, and/or other respondents may each file a written response to the petition, including supporting evidence, with the Peer Review Advisory Committee within ten (10) University working days of receipt of the faculty member's documentation. Any respondent filing a written response to the petition shall provide the grievant with a copy of said response. The grievant faculty member may respond in writing within ten (10) University working days of receipt of the response(s) from the dean; department chair/school director; chair of the Reappointment, Promotion, and Tenure Committee; and/or other respondents. The chair of the Peer Review Advisory Committee will notify, in writing, all the parties described above of their right to submit a response and will provide each Advisory Committee member with copies of all correspondence.

Normally the Peer Review Advisory Committee will meet no more than ten (10) University working days after receipt by the committee's chair of the petition and all of the responses described in the previous paragraph.

The chair of the Peer Review Advisory Committee will convene the meeting of the committee. A quorum of the committee shall consist of four of the five members. Alternate members may be used as necessary. Based upon the written information it has received, the committee members will determine whether a *prima facie* case for a hearing by the Peer Review Committee is presented. All committee members present shall vote. The committee's determination shall be conveyed in writing to the petitioning faculty member, to the president of Faculty Senate, and to the provost, all within three university working days of the committee's decision. If the Committee determines that no *prima facie* case was presented, the petition will be dismissed by the Committee, accompanied by written reasons explaining the committee's decision. If the committee determines that a *prima facie* case was presented, the case shall be returned to the provost for further action. If there is a tie vote, the grievant faculty member's petition shall be forwarded to the provost for further proceedings with a finding that a *prima facie* case is presented. The entire committee file and record, including the petition and all copies of written statements and documents, shall be forwarded to the provost. If the petition has been dismissed, there shall be no further peer review proceedings. The provost is responsible for safekeeping the record.

#### **14.2.4.3. Resolution by Negotiation**

In the event that the Peer Review Advisory Committee determined that a *prima facie* case was presented, the provost may review the entire record to determine whether the petition might be resolved by negotiation. The provost may consult with the provost's staff, the deans of the University's colleges, and/or other appropriate persons while making this decision. In that event, the entire record may be reviewed by those consulted so that proper advice may be given.



If the provost determines that negotiation might resolve the matter, the provost or designee shall negotiate with the grievant faculty member for the purpose of seeking a mutually agreeable settlement. If such a settlement is reached, it will be reduced to writing and signed by the provost and the faculty member. Such an agreement shall not become binding on either party until approved by the University president and Board of Regents, if required. Approval of the Board of Regents is required only as to matters that the Board of Regents must approve, such as reappointment, promotion, and grant of tenure.

#### **14.2.4.4. Non-Resolution by Negotiation**

If the petition for peer review is resolved by negotiation, there shall be no further peer review proceedings. If negotiation was not pursued by the provost or the matter was not successfully resolved by negotiation, the provost shall expeditiously forward the petition to the chair of the Peer Review Hearing Committee and to the president of Faculty Senate.

### **14.2.5. Peer Review Hearing Committee**

#### **14.2.5.1. Representation at the Hearing**

The provost may designate themselves, a dean of a college within the University, but not the college in which the grievant faculty member is assigned, or a department chair/school director, but not the chair/director of the department/school in which the grievant faculty member is assigned, to be the University representative before the Peer Review Hearing Committee.

#### **14.2.5.2. Timing of the Hearing**

The Peer Review Hearing Committee shall proceed expeditiously to schedule a hearing and reach a decision.

#### **14.2.5.3. Scope of the Review**

##### **14.2.5.3.1. Reappointment, Promotion, and/or Tenure**

When hearing a case involving denial of reappointment, promotion, and/or tenure, the Peer Review Hearing Committee may receive evidence and consider only the following in order to determine whether the faculty member's rights have been violated:

- Whether the policies and procedures set forth in Sections 3 "Evaluation"; 4 "Reappointment"; 5 "Promotion"; 6 "Tenure", and/or 7 "Appointment, Reappointment, Promotion, and Tenure for Librarians" of this Handbook were correctly followed in reaching a decision affecting the faculty member's professional appointment;
- Whether the faculty member received a reasonable opportunity to present their side of the matter at issue; and/or

- Whether the decision affecting the faculty member’s professional appointment was made in a fair and/or reasonable manner, i.e., whether there was some rational basis to support the decision.

#### **14.2.5.3.2. Illegal Discrimination**

When hearing a case involving alleged illegal discrimination (except cases of alleged sexual harassment/gender discrimination which are covered by different procedures and not within the purview or responsibility of the Hearing Committee), the Hearing Committee shall determine whether there was illegal discrimination which affected the decision from which the appeal is taken, and if there was illegal discrimination, make a recommendation for a remedy.

#### **14.2.5.3.3. Violation of Professional Ethics and Responsibilities**

When hearing a case involving alleged violation of professional ethics and responsibilities, the Hearing Committee shall be guided by Section 16.2 of this Handbook. The Hearing Procedures provided below apply.

#### **14.2.5.3.4. Termination for Cause**

When the Hearing Committee is hearing a case of termination for cause, the Committee shall be guided by Section 10.8 “Termination for Cause”. The Hearing Procedures provided in Section 14.2.5.4 below are modified in Section 10.8.

#### **14.2.5.3.5. Termination for Medical Reasons**

When the Hearing Committee is hearing a case of termination for medical reasons, the Committee shall be guided by Section 10.5 “Termination for Medical Reasons”. The Hearing Procedures provided in Section 14.2.5.4 below apply.

#### **14.2.5.3.6. Program Reduction and Faculty Reassignment**

When the Hearing Committee is hearing a case of program reduction and faculty reassignment, the Committee shall be guided by Section 10.6 “Program Reduction and Faculty Reassignment”. The Hearing Procedures provided in Section 14.2.5.4 below apply.

### **14.2.5.4. Hearing Procedures**

#### **14.2.5.4.1. Quorum**

A quorum of the committee shall consist of four of the five members. Alternate members may be used as necessary.

#### **14.2.5.4.2. Priority**

Hearings involving non-reappointment or termination shall be given preference over all other cases.

#### **14.2.5.4.3. Statement and Witness Lists**

The committee must request a written statement of the grievant's case and a written list of witnesses. The University representative must be given an opportunity to respond with a written statement of the University's case and a written list of witnesses. These statements and witness lists must also be exchanged between the grievant and the University representative.

#### **14.2.5.4.4. Closed Hearing**

Hearings will be closed unless both the grievant faculty member and the University representative agree to an open hearing. That agreement must be in writing and signed by both the grievant faculty member and the University representative, and will be subject to approval by the provost and the University president.

#### **14.2.5.4.5. Advisors**

The grievant faculty member may bring a person, including an attorney, to serve as an advisor. This shall be at the grievant faculty member's expense. If the grievant faculty member intends to bring an advisor, that fact shall be communicated to the Hearing Committee and to the University representative within five university working days of the day on which the grievant faculty member is asked to give the committee a list of witnesses. If the grievant faculty member brings an advisor, the University representative may bring an advisor, including an attorney if the grievant's advisor is an attorney. Neither advisor may address the Hearing Committee nor question any witness(es); the sole role of the advisor shall be to advise the person to whom they are the advisor.

#### **14.2.5.4.6. Form and Procedure**

Hearings shall be non-adversarial in form and procedure. The committee shall seek to learn the truth. The rules of evidence binding upon courts of law are not to be observed; however, the committee shall seek to keep the evidence received pertinent to the issue(s) raised in the proceeding.

#### **14.2.5.4.7. Evidence and Witnesses**

The grievant faculty member may present evidence and call witnesses and submit documentation, all of which must be pertinent to the issue(s) raised. Thereafter the University representative may present evidence and call witnesses and submit documentation, all of which must be pertinent to the issue(s) raised. The Committee may call any witness(es) and request any documentation it deems appropriate and pertinent to its investigation. The grievant, the University representative, and the committee shall all be given the opportunity to question each witness before that witness is excused.

#### **14.2.5.4.8. Hearing Transcript**

A complete transcript of the hearing shall be made, including all written documents submitted by any person or witness. The transcript shall be reduced to writing.

#### **14.2.5.5. Decision of the Committee**

Following completion of the hearing and upon receipt of the complete transcript, the Peer Review Hearing Committee shall promptly meet to deliberate and reach a decision. The decision shall be determined, following discussion, by simple majority vote, which may be by secret ballot, including the vote of the committee chair. A tie vote must be reconsidered. In the event the final committee vote is a tie vote, the grievant faculty member's petition shall be dismissed. The committee may make the recommendation(s) it deems appropriate, within the scope of its charge as stated above. The decision and recommendations shall be in writing. The decision and recommendation(s) must be based upon written findings of fact, which may be a separate document or included in the decision and recommendation(s).

#### **14.2.5.6. Committee Report**

The Peer Review Hearing Committee's written findings of fact, decision and recommendation(s) shall be delivered to the University president, to the president of Faculty Senate, and to the grievant faculty member within five (5) University working days of reaching its decision. The University president and faculty member shall each receive a copy of the complete transcript of the hearing, including all documents received in evidence.

#### **14.2.5.7. President's Decision**

If the matter does not have to be presented to the Board of Regents for a decision, then upon receipt of the written findings of fact, decision and recommendation(s) of the Peer Review Hearing Committee, the president shall make a decision. If the matter requires action by the Board of Regents, the president shall formulate a recommendation to the Board of Regents. In doing so, the President may consult with the provost and with the deans of the University's colleges, and in that event the provost and the deans may have access to the complete transcript, documents received in evidence, and to the written findings of fact, decision, and recommendation(s). The president shall communicate the decision or recommendation to the grievant faculty member, to the provost, and to the Board of Regents.

#### **14.2.5.8. Board of Regents' Decision**

If the decision must be made by the Board of Regents, the president shall forward the president's recommendation and all previous recommendations pertaining to the hearing to the Board of Regents for final action. The Board of Regents shall deliberate the case and reach its decision. The Board of Regents shall communicate its decision to the president, the provost, and to the faculty member, which may be through the president. The president shall implement the Board's decision.

#### **14.2.5.9. Communication**

In the event that the case provides instruction to any aspect of the University and its procedures, the president may provide a means for that instruction to be communicated to appropriate persons, with confidentiality of the Peer Review Process otherwise maintained.

#### **14.2.5.10. Keeping of the Record**

The President is responsible for safekeeping the record.

### **14.3. COMPLAINT PROCESS**

The following process will apply to all complaints other than those heard by the peer review committees and those not covered elsewhere in this Handbook.

#### **14.3.1. Process Applicability**

A faculty member initiates the complaint process when a concern can no longer be resolved through informal discussion and is not governed by the peer review process.

#### **14.3.2. Complaint Process Procedure**

The faculty member addresses the complaint in writing to his/her department chair/school director, with copies to the appropriate dean and the provost. The complaint should identify clearly the nature of the concern and record any earlier attempts to resolve the complaint through discussion. In colleges where there is no department or school, the dean will function as department chair in these processes.

If the matter remains unresolved at the chair's/director's level, the faculty member may address the complaint in writing to the appropriate dean with copies to the provost and the department chair/school director.

If the matter remains unresolved at the dean's level, the faculty member may address the complaint in writing to the provost with copies to the department chair/school director and the dean.

The provost or an associate or vice provost assigned at the provost's discretion will provide oversight throughout the complaint process and will ensure that careful consideration is given to the complaint at every level without prejudice to the complainant.

The department chair/school director, the dean, and the provost are required to respond to the complainant in writing.

#### **14.3.3. Complaint Advisory Committee**

Each college shall elect one at-large member to serve on the Complaint Advisory Committee. The members shall serve staggered two-year terms. This election will be conducted by the Faculty

Senate at the time of other Faculty Senate elections. Members of the Complaint Advisory Committee will be full-time tenured faculty.

The vice president of the Faculty Senate shall be responsible for calling the first meeting of the Committee, which will then choose a chair from among its elected members. The vice president of the Faculty Senate will also act as an alternate member of the Complaint Advisory Committee should one be needed because of illness or conflict of interest. The Complaint Advisory Committee *may* be called on to review any complaint and make recommendations to either the department chair/school director or the dean during the procedure outlined in Section 14.3.2 “Complaint Process Procedure” above. If the complaint is addressed in writing to the provost, the provost is *required* to consult the Complaint Advisory Committee, which will then make recommendations in writing to the provost for resolution of the complaint. The provost and the Complaint Advisory Committee will work as expeditiously as possible to resolve the complaint promptly. The Complaint Advisory Committee shall be provided copies of the written complaint, all written correspondences of the administrator(s) and the complainant, and if the Committee considers it necessary, it may meet with the complainant and others mentioned in the complaint. The complainant and the vice president of Faculty Senate shall also receive a copy of the Complaint Advisory Committee’s recommendations.

A member of the Complaint Advisory Committee may not hear a complaint if he/she is from the same department as the complainant. In this event, the vice president of the Faculty Senate will serve as alternate.

## **15. AMENDMENT TO THE NORTHERN KENTUCKY UNIVERSITY FACULTY POLICIES AND PROCEDURES HANDBOOK**

Amendments to this Handbook may be proposed by any member of the full-time, tenure-track or tenured faculty; by a department chair/school director; by a dean, by the provost; or by the president. The proposed amendment must be in writing and must be accompanied by the rationale for the change; it must point out all sections of this Handbook that would be altered or deleted if the amendment were to be adopted. The proposed amendment and supporting documentation must be presented to the Faculty Senate Executive Committee and to the provost, simultaneously, for the purpose of initiating the amendment process.

The Executive Committee may refer the proposal to a committee, which shall report its recommendation to the Faculty Senate. Proposed amendments to this Handbook must be considered by both the Faculty Senate and the provost prior to action by the Board of Regents. Normally, amendments to this Handbook will be submitted to the Board of Regents only at its regularly scheduled meeting in the spring.

No amendment to this Handbook shall be given any retroactive effect in any way unless otherwise stated in that amendment.

## 16. FACULTY AND UNIVERSITY POLICIES

### 16.1. GENERAL

#### 16.1.1. Introduction

The policies that appear in this Handbook are those ordinarily published in a faculty handbook and are representative policies. They are not intended to be all-inclusive.

#### 16.1.2. Faculty And University Policies

It is the responsibility of every faculty member to know the various policies of the University as set forth in this Handbook and in other recognized sources of University policy. Additional policies will be adopted from time to time that also require faculty participation or compliance, such as policies set forth in the [Norse Student Handbook](#) and [Community Standards & Student Rights](#), including the grade appeal and sexual harassment policies. It is the responsibility of the division that generates a new policy to notify all those to whom it applies. A complete repository of university policies is available at <https://inside.nku.edu/policy.html>. The official copy of the Faculty Handbook is maintained on the website of the Provost and Executive Vice President for Academic Affairs (<https://www.nku.edu/academicaffairs.html>). Faculty appointment letters will contain the links to the current Faculty Handbook and Student Handbook.

#### 16.1.3. Legal Defense and Indemnification/Notice Requirement

[Article IV of the Bylaws of the Northern Kentucky University Board of Regents](#) provides in the proper case that a faculty member “be afforded a legal defense and indemnification for any acts or actions taken in good faith and within the scope of his/her official duties while on the official business of the University.” (See Article IV, Bylaws of the Board of Regents of Northern Kentucky University, in Appendix B of this Handbook. Article IV also includes requirements for timely notification by the faculty member.) However, faculty are cautioned that conduct that is determined to be not within the scope of employment is not within the protection of that Bylaw.

### 16.2. PROFESSIONAL ETHICS AND RESPONSIBILITIES

#### 16.2.1. Introduction

The professor, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognizes the special responsibilities placed upon them. The primary responsibility to the faculty member’s discipline is to seek and to state the truth as they see it. To this end, the professor devotes energies to developing and improving scholarly competence. The faculty member accepts the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge as well as to practice intellectual honesty. Although subsidiary interests may be followed, these interests must never seriously hamper or compromise the faculty member’s freedom of inquiry.

As a teacher, the professor encourages in students the free pursuit of learning. The professor holds before students the best scholarly standards of the particular discipline. The professor

demonstrates respect for the student as an individual, adheres to the proper role as an intellectual guide and counselor, makes every reasonable effort to foster honest academic conduct, and assures that the evaluation of students reflects their true merit. The faculty member respects the confidential nature of the relationship between professor and student. They avoid any exploitation of students for private advantage, acknowledge significant assistance from students, and protect students' right to hold and support dissenting viewpoints in matters of opinion.

As a colleague, the professor has obligations deriving from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas the professor shows due respect for the opinions of others. The professor acknowledges academic debts and strives to be objective in professional judgment of colleagues. The faculty member accepts their share of responsibilities for the governance of the University.

As a member of the University, the professor seeks above all to be an effective teacher and scholar. Although the faculty member observes the stated regulations of the University, provided they do not contravene academic freedom, the faculty member maintains a right to criticize and seek revision. The professor determines the amount and character of their work done outside the University with due regard to their paramount responsibilities within it and in accordance with the requirements set forth in Section 16.4 "Policies and Expectations for Outside Activities". When considering the interruption or termination of the services they provide to the University, the professor recognizes the effect of that decision upon the program of the University and gives due written notice of these intentions.

As a member of the community, the professor has the rights and obligations of any person under the laws of the United States and the Commonwealth of Kentucky. The professor measures the urgency of these obligations in the light of their responsibilities to their discipline, students, profession, and to the University. When the professor speaks or acts as a private person, they avoid creating the impression of speaking or acting for the University. As a person engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

### **16.2.2. Professional Obligations**

The primary professional obligation of a professor is to be an effective teacher and scholar. Other specific obligations of a faculty member in abiding by professional standards include, but are not limited to, the following.

#### **16.2.2.1. Obligations to Students**

- Providing a syllabus for each course taught in accordance with the guidelines for syllabi contained in the Code of Student Rights and Responsibilities;
- Meeting classes as scheduled;
- Adhering to posted office hours as prescribed by departmental policies;



- Being available to advise, counsel, and/or assist students;
- Meeting the final examination schedule;
- Refraining from coercing students into enrolling for courses.

#### **16.2.2.2. Obligations to Colleagues and the University**

- Defending and respecting academic freedom and respecting the opinions of others;
- Exercising responsibility for the governance of the University, including service on University and departmental/school committees and attendance at departmental/school and University-wide meetings;
- Keeping abreast of published policies and procedures, especially as they apply to promotion in rank and to tenure.

#### **16.2.2.3. Obligations to the Community**

- Promoting conditions of free inquiry and furthering public understanding of academic freedom;
- Assisting the University in meeting its community-service mission.

Violation of the professional ethics described in this Handbook and in NKU's [Values and Ethical Responsibilities policy](#) will subject a faculty member to disciplinary action. Alleged violations that are unresolved by informal means will be referred to the University peer review committees (see Section 14.2.4 "Peer Review Advisory Committee" and Section 14.2.5 "Peer Review Hearing Committee"). Upon completion of an investigation by the peer review committees, the report will be forwarded to the appropriate dean. Disciplinary action may include, but is not limited to a warning, a reprimand, probation, or dismissal. Probation and dismissal actions shall be in accordance with due process and existing policies and procedures pertinent to such issues as described in this Handbook.

### **16.3. ACADEMIC FREEDOM**

Northern Kentucky University strongly adheres to the long-standing tradition and practice of academic freedom. In order for the University to fulfill its mission and be of service to society, the recognition of the free search for truth and its free expression is paramount. The University has an obligation to recognize and protect freedom of inquiry, teaching, and research in all facets of the academic community. The right of academic freedom will be the right of every faculty member.

The University recognizes that all faculty members are private persons and members of their respective learned professions. When they speak or write as private persons, they have the same rights and obligations as other private persons. Although faculty members are free, in public activities and statements, to identify their University affiliation, they have special obligations to be accurate, prudent, and respectful of others so that no false impression of University sponsorship or endorsement is created.

While the University will vigorously defend the concept of academic freedom, no special immunity from the law will be sought for administrators, faculty, students, or staff. The University does not, however, assume the authority of prosecutor or judge of criminal or civil misconduct that is beyond the jurisdiction of the University or that is not directly related to legitimate University interests. That is the prerogative and duty of appropriate law enforcement agencies and the courts.

If anyone at the University violates the law, that person is subject to the penalties of the law as are all other persons. In general, the University will not impose administrative sanctions for acts that violate the law beyond the civil or criminal penalties imposed by the appropriate law enforcement agency or court. However, some acts that violate the law are also acts that endanger the physical or emotional safety and well being of students, faculty, other members of the University community, or visitors, or are acts that endanger the safety of University property; persons who commit these acts may also be subject to appropriate University sanctions, consistent with due process.

The University recognizes the need for all parties charged with the responsibility of allocating University resources (money, space, personnel, equipment, library resources, etc.) to make such decisions in a fair and unbiased manner, consistent with established University priorities. Resource allocations made with punitive motivations against an academic unit or individual faculty member for positions taken in controversies within or outside the academic community will be considered unauthorized and incompatible with academic freedom. The University will not condone or support such a decision and will make every reasonable effort to correct any inequity that such a decision produces.

#### **16.4. POLICIES AND EXPECTATIONS FOR OUTSIDE ACTIVITIES**

Northern Kentucky University recognizes that faculty are sometimes called upon by outside agencies, professional groups, and industries to provide consulting and other professional activities. Faculty are uniquely qualified to assist in meeting a variety of society's needs by way of sharing their knowledge and expertise outside the University. However, a full-time faculty member's obligation to the University must take priority over any such activity.

Time spent on such outside activities must be in addition to, rather than part of, the normal full-time effort expected of members of the full-time faculty for University work. Outside activities must not interfere with a full-time faculty member's regular responsibilities at the University, including teaching, advising and helping students, attending meetings, and service on committees. Use of University resources, facilities, and property for outside activities is subject to administrative approval.

For full-time faculty, consulting and other outside professional activities are limited to the equivalent of one day per academic week during periods when faculty are on full-time-pay status. Time spent on such outside activity must be in addition to, rather than part of, the normal full-time effort expected of members of the full-time faculty for University work. Faculty who engage in such outside activity shall report the activity in writing to their department chairs/school directors and deans. The deans will forward the reports to the provost annually.

## **16.5. ADVISING OF STUDENTS**

Faculty should be familiar with the University's academic requirements, policies, and procedures as outlined in the University Catalog and on the [NKU policy website](#). Faculty should also be familiar with the Philosophy of Advising statement in the admissions section of the University Catalog. The catalog can be found online at <https://catalog.nku.edu>.

## **16.6. HUMAN SUBJECTS POLICIES**

### **16.6.1. General**

The Northern Kentucky University Institutional Review Board for the Protection of Human Subjects (IRB) is appointed by the provost, who has administrative responsibility for safeguarding the rights and welfare of human subjects involved in research. The board consists of at least five members with varying academic backgrounds and at least one who is not an employee or agent of the University. Membership of the board will be reviewed annually by the provost, who will report any changes to the United States Secretary of Health and Human Service.

University policies and federal regulations regarding research with human subjects are implemented by the board and the University Office of Research, Grants, and Contracts, which serves as the administrative arm to the board and the provost.

The protection of human subjects from unnecessary risks can be achieved when the human subject's participation is voluntary as reflected on the consent forms; the degree and nature of the risk have been carefully explained to the human subject; and there is a desirable balance between the potential benefits of the research and the risks undertaken by the human subject. The board has the sole responsibility to approve research with human subjects performed under the auspices of the University.

In reviewing all biomedical and behavioral research that involves human subjects conducted at Northern Kentucky University, the Institutional Review Board for the Protection of Human Subjects (IRB) will utilize the following principles:

- A human subject will not be exposed to unreasonable risk to health or well-being whether physical, psychological, or social.
- Commensurate with the principle of protection of human subjects, the procedures for assessing and minimizing risk to human subjects shall respect and protect the academic freedom of the University's faculty and students in their pursuit of knowledge.
- The risks to an individual must be outweighed by the potential benefit to him/her or by the importance of the knowledge to be gained.
- The identity and personal privacy of human subjects and the confidentiality of information received will be protected.
- The nature of the research, the procedures to be followed, and the possible risks involved must be carefully and fully explained to the subject, parent or guardian, as appropriate. The investigator must be satisfied that the explanation has been understood and obtain

consent in writing, unless documentation of informed consent has been waived, without duress or deception.

- Voluntary participation is essential in all projects. No information concerning a project may be withheld from a potential subject in order to increase the willingness of the subject to participate in the project.
- A subject may request at any time that their participation in the experiment be terminated, and the request shall be honored promptly and without prejudice.
- It shall be the responsibility of the individual investigator to decide when the investigator does not have adequate knowledge of the possible consequences of their research, or of research done under their direction. When in doubt, the investigator shall obtain the advice of others who do have the requisite knowledge.
- Potentially hazardous research procedures must be preceded by laboratory and animal experimentation or other scientifically established procedures that offer reasonable assurance that the safety of human subjects will be preserved.
- Remuneration may be offered to an individual for the time involved in a study, provided the investigator is satisfied that under the circumstances the remuneration is not so large as to constitute an undue or unreasonable inducement.
- It shall be a responsibility of Northern Kentucky University to ensure that research involving human subjects conducted by faculty, students, and employees of the University shall be performed carefully and with regard to the above principles.

### **16.6.2. Research That Involves Human Subjects**

There is human-subject involvement when an investigator obtains:

- Data through intervention or interaction with the individual; and/or
- Identifiable private information.

“Intervention” includes both physical procedures from which data are gathered and manipulations of the subject or the subject’s environment that are performed for research purposes.

“Interaction” includes communication or interpersonal contact between investigator and subject.

“Private information” includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place and information that has been provided for specific purposes by an individual will not be made public. Private information must be individually identifiable.

All research conducted on human subjects—whether supported partly or wholly by external funds, University funds, or without funds—must have prior approval by the Institutional Review Board (IRB).

All proposals that request external support for activities involving human subjects under the auspices of the University must be submitted through the Office of Research, Grants, and Contracts to the funding agency.

### **16.6.3. Research That Involves Human Subjects but Does Not Need Approval From the Institutional Review Board (IRB)**

Pursuant to [CFR 46.101](#), federal guidelines state that only the IRB can determine the status of a proposed study. Because of this mandate, all potential research studies involving human participants or identifiable records must be submitted to the IRB for review before being started.

One narrowly defined study type is recognized as an exception to this policy. IRB review and approval is not needed for:

1. Studies in undergraduate classes or graduate seminars that involve human participants and are:
  - a. conducted solely for instructional purposes, and
  - b. not intended to contribute to general knowledge.

When a study is designed to provide a learning experience for students and when the instructor and student investigator(s) have no plan, intention, desire, or hope to publish, present, or report the findings of this study in any off-campus setting (e.g., journal, report, conference, other off-campus outlet) the activity will not be considered to be research, and will not require IRB review.

In this instance, faculty instructors are wholly responsible for classroom projects by students in their classes, and for ensuring that these student projects treat human participants ethically.

All research proposals with human-subject involvement must be reviewed by the board chair or board reviewer designated by the chair to assess and confirm exempt status.

### **16.6.4. Investigator's Legal Responsibility in Research with Human Subjects**

The investigator is legally responsible for any research or related activities that involve human subjects conducted under the auspices of the University and/or that utilize University time, facilities, resources, and/or students. The University's legal counsel has the responsibility for resolution of any legal questions.

### **16.6.5. Application Procedures**

Principal Investigators are required to submit a protocol describing the proposed research project to the Institutional Review Board (IRB) for review and approval.

The Principal Investigator should provide the IRB with a protocol for each new research project involving human subjects. In addition, all supporting documents should be included, such as questionnaires, signed letters of participation and agreement by institutions participating with Northern Kentucky University, personal interview statements, and debriefing procedures. In

accordance with board guidelines, a single copy should be submitted to the IRB Administrator for review. Please note, grant proposals for external support should not be used as the protocol because they are often too long and frequently do not address the concerns of the IRB.

The investigator should discuss the need for the research, its objectives, the methods to be used to accomplish the objectives, the risks involved, and the procedures used to protect the subjects from, or minimize, the risks. The risk of participating in research may arise directly or indirectly. Direct risks include threats to physical health/well-being or psychological/emotional health. Indirect risks stem from unauthorized access to identifiable data or inadvertent release of identifiable data into the public domain.

These risks are defined as follows:

***Physical Risk:*** The extent to which physical injury is a possibility from physical activity, injections, or stimuli from electrical apparatus, fumes, light, noise, etc.

***Psychological Risk:*** The extent to which research interrupts the normal activity of human subjects resulting from immediate or long-term stress. Stress includes any situation that threatens one's desired goals.

***Social Risk to Individuals:*** The extent to which a subject is deprived of formal or informal relationships within social groups.

***Social Risk to Groups:*** The extent to which a subject group, either formal or informal, is exposed to factors that may reduce the group's viability.

Any research proposing to place any individual at risk is obligated to obtain and document legally effective informed consent. Informed consent is the knowing consent of an individual, or the individual's legally authorized representative, who is able to exercise free power of choice without undue inducement or any element of force, fraud, deceit, duress, or other form of constraint or coercion.

Research that has been approved by the IRB may be reviewed, approved, or disapproved by University officials. They may not, however, approve the research if the IRB has not first approved it.

#### **16.6.6. Review of Application by the Institutional Review Board (IRB)**

All protocols are screened for completeness during IRB Pre-Review by the IRB Administrator prior to the conduct of a formal review. An IRB member may not cast a vote, or be otherwise involved, in either the initial or conducting review or any activity in which the member has any conflicting interest, or any involvement, except to provide information requested by the IRB. The review performed by the IRB will determine whether subjects will be placed at risk. The policy criterion for determining risk is defined as follows:

“Subject at risk” is any individual who may be exposed to the possibility of injury, including physical, psychological, or social injury, as a consequence of participation as a subject in any research, development, or related activity that departs from the application of established and accepted methods necessary to meet the individual’s needs or that increases the ordinary risks of daily life, including the recognized risks inherent in a chosen occupation or field of service.

If risk is involved, the answers to the following questions will be considered:

- Are the risks to the subject too outweighed by the benefits to the subject and the importance of the knowledge to be gained as to warrant a decision to allow the subject to accept these risks?
- Are the rights and welfare of any such subjects adequately protected?
- Is legally effective informed consent obtained by adequate and appropriate methods in accordance with the provisions of federal regulations?

The IRB may use expedited review procedures for certain kinds of research involving no more than minimal risk and for minor changes in research protocols having prior board approval. Such review will be conducted by the IRB chair or by one or more experienced board reviewers designated by the chair. Under the expedited procedure, the reviewer(s) may exercise all the authorities of the IRB except that of final disapproval of the research. All IRB members will be notified of all research approved in the expedited review procedure. Any protocol not approved under the expedited procedure will be referred to the full IRB for review.

Approval of research will necessitate that the IRB determine that the following requirements are satisfied:

- Risks to subjects are minimized
- Risks to subjects are reasonable in relation to anticipated benefits
- Selection of subjects is equitable
- Informed consent will be obtained from each prospective subject or the subject’s legally authorized representative
- The informed consent will be appropriately documented
- Data will be regularly monitored to ensure subjects’ safety.

#### **16.6.7. Actions by the Institutional Review Board (IRB)**

Pursuant to [45 CFR 46](#), after review and discussion of the protocol, the board will take one of the following actions.

##### **16.6.7.1. Classify the Submission as Not Research**

This includes quality improvement projects taking place in the classroom with no intention to present or publish collected data.

#### **16.6.7.2. Approve the Research as Exempt**

Exempt studies are those that involve little or no risk to the subjects. This includes procedures such as standard classroom activities or interviews on non-threatening topics. Projects that do not involve changes in the ordinary risks of daily life or in recognized occupational risks are also no-risk. Written informed consent is required in exempt IRB studies. There is no need for IRB oversight unless changes are made to the protocol.

#### **16.6.7.3. Approve the Research as Expedited**

The research may involve some risk to the subjects, but the risk is not unreasonable. The potential benefits of the research outweigh the risks, and risk-management procedures have been taken to minimize the risks. This approval requires oversight by the IRB and annual continuations must be submitted if the study will continue past the one year approval date.

#### **16.6.7.4. Full Board Approval**

A Full Board Review approval requires quorum approval of the IRB. The board may request the investigator to be present to discuss the research proposal. This may occur when the IRB finds the research to have more than minimal risks and as defined by federal regulations, the elements, procedures, or interventions require additional provisions or safeguards.

#### **16.6.7.5 Disapprove the Research**

The IRB is of the opinion that the potential benefits of the research do not outweigh the risks to the subjects. Some modifications or clarifications might be requested of the Principal Investigator in all types of research. The modifications required by the IRB may include such items as revising the consent form to explain the procedures more clearly, restricting use of a certain procedure, or requiring use of specified safeguards necessary for the protection of human subjects.

#### **16.6.8. Disposition of the Recommendations**

Approvals, recommendations, restrictions, conditions, or disapprovals of application are communicated to the investigator by the IRB chair. If an application is disapproved for nonconformity with the policies of the IRB and the University, the IRB shall forward to the investigator a statement setting forth in detail the reasons for the nonconformity and recommendations of the IRB for modification of the research proposal.

#### **16.6.9. Rights of Appeal**

If the investigator believes that the proposal has been disapproved because of incorrect, unfair, or improper evaluation by the IRB, the investigator may appeal to the appropriate dean who then may request a reconsideration and hearing of the proposal by the IRB. Within ten (10) days after a negative decision, the affected investigator must show cause in writing or at a designated hearing as to why the IRB's decision should be reversed.



### **16.6.10. Appeal Decision**

The board may take one of the following actions:

- Approve;
- Require modification; or
- Disapprove.

### **16.6.11. Records and Documentation of the Investigator**

The investigator is required to obtain and keep documentary evidence of informed consent of the human subjects or their legally authorized representatives. Such forms must be retained by the investigator (or faculty advisor) for a minimum of six (6) years after termination of the project. If the records are part of a misconduct investigation, all records must be retained for a minimum of seven (7) years after the termination of the project.

### **16.6.12. Institutional Review Board (IRB) Records**

The IRB is required to keep copies of all documents presented or required for initial and continuing review by the board. These include copies of all research proposals received, scientific evaluations (if any accompany the proposals), approved sample consent documents, progress reports submitted by investigators, and reports of injuries to subjects. Minutes of IRB meetings shall reflect meeting attendance; actions taken by the IRB; votes on actions, which will show the number of members voting for, against, and abstaining; the basis for requiring changes in or for disapproving research; and written summaries of discussions about controverted issues and their resolution. Other documents will include records of continuing review activities; copies of all correspondence between the IRB and investigators; a list of IRB members; written procedures; statements of significant new findings; reports of injuries; progress reports; and unanticipated problems.

These records shall be retained for at least three (3) years after completion of the research and shall be available to authorized member of the Department of Health and Human Services at reasonable times and in a reasonable manner. These records will be continually reviewed by the Office of Research, Grants, and Contracts with follow-up concerning conditions of approvals, additional information requested, etc.

The records of the IRB pertaining to individual research activities are not accessible to persons outside the board other than the records of projects supported by external funds that are subject to inspection by federal employees.

Except as otherwise provided by law, information acquired in connection with a research, development, or related activity that refers to or can be identified with a particular subject will not be disclosed except:

- With the consent of the subject or a legally authorized representative; or
- As may be necessary for the Secretary of Health and Human Services to carry out his/her responsibilities under federal regulations.

### **16.6.13. Policy for Liability for Institutional Review Board (IRB)**

Due to the privilege of sovereign immunity, the University, as an institution, is protected through the State Board of Claims. In addition, the University maintains a professional liability policy covering most actions of the faculty and staff. In the event the professional liability policy should fail, the University Board of Regents, in its Bylaws adopted August 27, 1976, and revised August 13, 1992, ensured that if any legal action is taken or claims filed against any faculty or staff member, they will be provided legal defense and indemnification for any acts or actions taken while on official business of the University (see Section 16.1.3 “Legal Defense and Indemnification/Notice Requirement”, and [Article IV of the Bylaws of the Northern Kentucky University Board of Regents](#) (see Appendix B).

## **16.7. SCIENTIFIC/RESEARCH MISCONDUCT**

### **16.7.1. Preamble and Policy Statement**

The preeminent principle in all research is the quest for truth. The credibility of such research must be above reproach if the public trust is to be maintained. Any compromise of the ethical standards required for conducting academic research cannot be condoned. While breaches in such standards are rare, these must be dealt with promptly and fairly by all parties in order to preserve the integrity of the research community.

A critical element of any policy on research misconduct is that it be a fair and effective process for distinguishing instances of genuine and serious misconduct from insignificant deviations from acceptable practices, technical violations of rules, or simple carelessness. This policy allows such distinctions to be made in a manner that minimizes disruption and protects the honest researcher from false or mistaken accusations.

Research misconduct, as defined in Section 16.7.2. below is not condoned at Northern Kentucky University (NKU) and allegations of such misconduct will be investigated in accordance with the procedures described below. The policy and procedure discussed herein do not restrict or limit any legal options available to any of the parties through appropriate courts and/or administrative agencies. NKU must comply with federal regulations, and additional policies may apply to faculty engaged in federally sponsored research or submitting work to a federal agency.

### **16.7.2. Definitions**

#### **16.7.2.1. Complainant**

Complainant means a person who in good faith makes an allegation of research misconduct.

#### **16.7.2.2. Good Faith**

Good faith, as applied to a complainant or witness, means having a belief in the truth of one’s allegation or testimony that a reasonable person in the complainant’s or witness’s position could have based on the information known to the complainant or witness at the time. An allegation or cooperation with a research misconduct proceeding is not in good faith if made with knowing or reckless disregard for information that would negate the allegation or testimony. Good faith as

applied to a committee member means cooperating with the research misconduct proceeding by carrying out the duties assigned impartially for the purpose of helping an institution meet its responsibilities under this part. A committee member does not act in good faith if their acts or omissions on the committee are dishonest or influenced by personal, professional, or financial conflicts of interest with those involved in the research misconduct proceeding.

### **16.7.2.3. Inquiry**

Inquiry means preliminary information-gathering and preliminary fact-finding.

### **16.7.2.4 Investigation**

Investigation means the formal collection, examination, and evaluation of all relevant facts to determine whether research misconduct has occurred.

### **16.7.2.5. Research Misconduct**

Research misconduct is defined as fabrication, falsification, plagiarism, or other serious deviations from those accepted practices in proposing, performing, or reviewing research, or in reporting results from research.

- Fabrication is making up data or results and recording or reporting them.
- Falsification is manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.
- Plagiarism is the appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

Research misconduct does not include honest error or differences of opinion.

In cases of allegations involving activities submitted to or supported by a federal agency and definitions or procedures for research misconduct specified in the agency's regulations differ from those in this policy, the definitions and procedures in the agency's regulations will be used.

### **16.7.2.6. Research Record**

Research record means the record of data or results that embody the facts resulting from scientific inquiry, including but not limited to, research proposals, laboratory records, both physical and electronic, progress reports, abstracts, theses, oral presentations, internal reports, journal articles, and any documents and materials provided to federal agencies or institutional officials by a respondent in the course of the research misconduct proceeding.

### **16.7.2.7. Respondent**

Respondent means the person against whom an allegation of research misconduct is directed or who is the subject of a research misconduct proceeding.

### **16.7.2.8. Retaliation**

Retaliation for the purpose of this part means an adverse action taken against a complainant, witness, or committee member by an institution or one of its members in response to (a) a good faith allegation of research misconduct or (b) good faith cooperation with a research misconduct proceeding.

## **16.7.3. Policies**

### **16.7.3.1 Confidentiality**

All parties involved in the inquiry and investigation shall strive to maintain confidentiality of the following, which may be identified from research records or evidence:

- information
- respondents
- complainants, and
- research subjects.

### **16.7.3.2. Interim Administrative Action**

As provided by federal regulations, at any stage in the process of inquiry, investigation, formal finding and disposition, NKU may take interim administrative action to protect the welfare of human or animal subjects of research, to prevent the inappropriate use of funds, or to protect the interest of students, colleagues, or the University. A suspension or restriction of activities does not in any way imply that research misconduct has taken place. This action will be temporary and used as an interim measure prior to the conclusion of the formal investigation.

### **16.7.3.3. Extramural Assurance and Reporting Requirements**

If applicable, NKU will fully and continually cooperate with the appropriate federal agency during its oversight review or any subsequent administrative hearings or appeals. This may include providing research records and evidence under the institution's control, custody, or possession and access to all persons within its authority necessary to develop a complete record of relevant evidence. If required by a funding agency, the Institutional Official (IO) or designee shall submit written assurance that the institution is in compliance with the agency's requirements for handling allegations of misconduct. If the research is supported by an extramural funding agency, the IO or designee is responsible for ensuring compliance with the applicable funding agency's reporting requirements.

### **16.7.3.4. Statute of Limitation**

NKU will only investigate research misconduct that has occurred within six (6) years of the date that the institution receives an allegation of research misconduct. This six-year limitation does not apply to the following circumstances:

- 1) Subsequent use by the respondent by continuation or renewal of any incident of alleged research misconduct that occurred before the six (6) year limitation through the citation, republication or other use for the potential benefit of the respondent of the research record that is alleged to have been fabricated, falsified or plagiarized.
- 2) If the appropriate funding agency or the University in consultation with the funding agency, determines that the alleged misconduct, if it occurred, would possibly have a substantial adverse effect on the health or safety of the public.

#### **16.7.3.5. Conflict of Interest**

Individuals responsible for carrying out any part of the research misconduct proceeding must not have any real or apparent unresolved, personal, professional, or financial conflicts of interest with the complainant, respondent, or witnesses. Any conflict of interest must be disclosed.

A conflict of interest may include, but is not limited to, co-authorship on a paper or book a professional or personal relationship, professional or personal relationship or antagonism, financial ties, or contact regarding possible employment with either the respondent or the complainant.

#### **16.7.3.6. Absence of the Respondent of the Allegation**

Should the respondent leave NKU before the case is resolved, the dean, on behalf of NKU, when possible, shall continue the examination of the allegation and reach a conclusion. NKU shall cooperate with the process of another institution to resolve such questions to the extent possible under state and federal law.

#### **16.7.3.7. Restoring Reputation**

The dean, or designee, or provost shall undertake all practical and reasonable efforts to protect and restore the reputation of the individual(s) alleged to have engaged in research misconduct but against whom no finding of research misconduct has been made, if requested by the individual(s) as appropriate.

The dean, or designee, or provost shall undertake reasonable and practical efforts to protect or restore the position and reputation of the individual(s) who in good faith, made an allegation of research misconduct, if requested by the individual(s) and as appropriate.

The dean, or designee, or provost shall undertake reasonable and practical efforts to protect or restore the position and reputation of any complainant, witness, or committee member and to counter potential or actual retaliation against these individuals.

#### **16.7.3.8. False Accusations**

Regardless of the outcome of an inquiry or investigation, it is the policy of the University that no individual who, in good faith, has reported apparent research misconduct shall be subject

to retaliation by the University or by any member of the University community. However, if it is determined that the charges were brought against the respondent with malicious or dishonest intent such that the complainant had a clear understanding that they were probably untrue and that they were designed to harm the respondent, the dean may recommend to the provost that appropriate administrative action be taken against the complainant consistent with University policy.

#### **16.7.4. Procedures**

##### **16.7.4.1. Allegations of Research Misconduct**

It is the policy of Northern Kentucky University to treat fairly both the complainant and the respondent. All allegations of research misconduct will be treated seriously and, to the extent possible, the confidentiality of those who submit allegations will be maintained.

Though allegations of research misconduct may be by any means of communication to an institutional or federal official, the allegation of misconduct shall initially be documented in writing by either the complainant or the person receiving the allegation. If the allegation is made through the Ethics and Compliance Helpline, the person receiving the allegation should document the allegation in writing. Any other person receiving an allegation of research misconduct should relay the information to the appropriate dean for preliminary inquiry. The provost may receive reports of research misconduct in situations where the appropriate dean may have a conflict of interest.

Either before or when the institution notifies the respondent of the allegation, inquiry or investigation, the institution must promptly take all reasonable and practical steps to obtain custody of all the research records and evidence needed to conduct the research misconduct proceeding, inventory the records and evidence, and sequester them in a secure manner, except that where the research records or evidence encompass scientific instruments shared by a number of users, custody may be limited to copies of the data or evidence on such instruments, so long as those copies are substantially equivalent to the evidentiary value of the instruments. Respondents may be given supervised access to the research records throughout the inquiry and/or investigation.

##### **16.7.4.2. Preliminary Inquiry**

The purpose of the preliminary inquiry is to conduct an initial review of evidence to determine if there are sufficient grounds to warrant a formal investigation of the charge of research misconduct. The preliminary inquiry will be conducted by the dean of the college in which the respondent faculty member is appointed. If the allegation of misconduct is brought against a dean, the provost will appoint another dean to conduct the inquiry.

The dean will notify University legal counsel and the provost regarding the nature of the allegations. University counsel shall determine whether the research at issue is governed by any federal legal regulations and shall instruct the dean to ensure that the preliminary inquiry is conducted in compliance with any applicable regulations. When deemed necessary, the

dean may select one or two other individuals to assist in the preliminary inquiry. Any such individuals should have no real or apparent conflict of interest related to the case in question. A conflict of interest may include, but is not limited to, co-authorship on a paper or book, a professional or personal relationship or antagonism, financial ties, or contact regarding possible employment with either the accused or the complainant (see Section 16.7.3.5 “Conflict of Interest” above).

The preliminary inquiry should begin with an informal discussion with the complainant to verify that the allegation should be classified as possible research misconduct. Within ten (10) business days after this discussion with the complainant, the dean shall begin an informal discussion with the respondent regarding the allegations. If federal or state regulations so require, the dean shall also present the respondent with a letter that states:

- the nature of the allegations;
- the focus of the inquiry;
- an invitation to the respondent to provide comments and other relevant information to the dean;
- other relevant information; and
- a statement that the respondent has the right to be represented by an attorney.

The preliminary inquiry should be completed within sixty (60) days of receipt of the written allegation of misconduct. If the preliminary inquiry determines that there are not sufficient grounds within the context of the definition of misconduct for a formal investigation, the respondent and the complainant will be sent letters informing them of the results. All records will be sent to the Office of the Provost.

A formal investigation will be found to be warranted if:

- a) A reasonable basis for concluding that the allegation falls within the definition of research misconduct; and
- b) Preliminary information-gathering and preliminary fact-finding from the inquiry indicates the allegation may have substance.

If the preliminary inquiry determines that there are sufficient grounds for a formal investigation within the context of the definition of misconduct, the respondent and the complainant will be sent letters informing them of this decision. The letter to the respondent may include, but is not limited to, the following:

- The name and position of the respondent(s);
- That a formal investigation is to be conducted;
- Information pertaining to federal agencies involved including funding numbers, grant applications, contracts, etc., if applicable;
- The nature of the allegation, including a summary of all evidence that currently exists and the right to review it;

- The basis for recommending that the alleged actions warrant an investigation;
- That the respondent will have an opportunity to respond to the charges; and
- That the respondent has the right to be represented by an attorney.

The respondent shall have the opportunity to respond to this letter, in writing, within thirty (30) calendar days of the date on which the respondent receives it. The draft preliminary inquiry report, combined with any comments received from the respondent, shall constitute the preliminary inquiry report.

In the event a formal investigation is deemed to be warranted, the dean shall inform the following individuals and/or organizations: university legal counsel, chairs/directors of any departments/schools that may be involved, the provost, and appropriate regulatory bodies. As required by law or regulation, University counsel shall notify appropriate government agencies when a formal investigation is convened.

As described in Section 16.7.3.8 “False Accusations” above, if a formal investigation is judged to be unwarranted and it is determined that the charges were brought against the respondent with malicious or dishonest intent such that the complainant had a clear understanding that they were probably untrue and that they were designed to harm the respondent, the dean may recommend to the provost that appropriate administrative action be taken against the complainant. Such appropriate administrative action shall be consistent with the University policy.

Any records produced during the preliminary inquiry stage, including the preliminary inquiry report, must be maintained by University counsel for at least seven (7) years and, upon request, be provided to the applicable government agencies.

### **16.7.4.3. Formal Investigation**

Before any formal investigation commences, the respondent(s) and any involved collaborators must be notified by written statement of allegations that an investigation is to be conducted. The written statement shall:

- Include a copy of the preliminary inquiry report, which includes information on the nature of the allegations and the focus of the investigation, and inform those being investigated of the opportunity to provide comments and other relevant information to the dean.
- Inform the respondent(s), prior to beginning the investigation, of his or her right to be represented by an attorney in preparing and/or giving his or her response in this and all subsequent phases of the investigation.
- Give the respondent a copy of or refer to the institution’s policies and procedures related to research misconduct.



- Indicate there can be no actions that are, or could be perceived as, retaliatory against the investigation committee members, witnesses, or the person who raised an allegation or is thought to have raised an allegation.

The dean shall appoint an Investigative Body (IB) with three or more members to initiate an investigation thirty (30) calendar days after receipt of the preliminary inquiry report. IB members must be tenured faculty members with sufficient expertise in the area of investigation to ensure a sound base from which to evaluate the nature of the charges. One member of the IB may be from outside the University, if necessary, to ensure an accurate and knowledgeable evaluation of the evidence. All IB members must be free of real or apparent conflicts of interest regarding the investigation. The dean shall document the rationale for selecting committee members based on their expertise and impartiality. All IB members shall be required to sign a statement that they will maintain the confidentiality of the investigation, and that they have no interest that would conflict with those of the accused, the complainant, the University, or the sponsoring agency for the research. Prior to the beginning of the formal investigation, the respondent shall be given the opportunity to object in writing to the appointment of any member of the IB, based on conflict of interest. If the member is appointed to the IB despite the respondent's objection, this fact shall be noted in the IB's final report.

The IB shall conduct a formal examination and evaluation of all relevant facts to determine if the allegations of misconduct are valid. In order to maintain the integrity of the review process and avoid any appearance of institutional influence over the panel's deliberations or decision-making, the IB shall be insulated from any administrative influence and any *ex parte* communications with the parties. The IB shall seek the advice of university counsel and may engage in, but is not limited to, the following investigative procedures:

- Interviewing witnesses;
- Sequestering and examining research data (both published and unpublished) and other evidence;
- Seeking expert counsel both inside and outside the University; and
- Conducting a hearing in which the respondent may respond to the charges, call witnesses, and question the complainant.

The IB shall pursue diligently all significant issues and leads discovered that are determined relevant to the investigation. A written summary or transcript of each interview conducted must be completed. A copy of the interview summary or transcript shall be provided to the interviewed party for comment.

The investigation must be completed within one hundred and twenty (120) days of beginning it, including conducting the investigation, preparing the report findings, providing the draft report for comment, and, if applicable, sending the final report to the appropriate federal agency. If a federal agency is to be involved, the IB must notify the provost, who will facilitate arrangements for the report to be sent. If the IB is unable to complete the

investigation in time, a written request for extension that includes an explanation for the delay shall be submitted to and approved by the provost and be included in the investigation record. Except: If no federal or state regulation requires the investigation to be completed within 120 days, then the timeline for a particular investigation shall automatically be extended until the IB completes the investigation, without any need for written request of extension.

A finding of research misconduct requires that acts constitute research misconduct as defined above and that:

- 1) There is a significant departure from accepted practices of the relevant research community;
- 2) The misconduct is committed intentionally, or knowingly, or recklessly; and
- 3) The allegation is proven by a preponderance of evidence.

The IB shall prepare a draft Investigation Report. The draft report will be sent to all respondents, and all respondents shall be afforded the opportunity to comment upon the draft report and have the comments included in the formal record of the investigation. Any comments shall be submitted in writing within thirty (30) calendar days of the date on which the respondents received the draft report. The IB shall review all respondents' comments prior to issuing the final Investigation Report.

At the completion of the Investigation, the IB shall submit its findings, comments from the respondents, and recommend institutional actions (also known as the Investigation Report) in writing to the dean, who shall provide a copy to the respondents of the investigation, the provost, legal counsel, and chair(s)/director(s) of the affected department(s)/school(s). The dean shall ensure that publishers and editors of journals are informed if manuscripts emanating from fraudulent research have been submitted or published.

The Investigation Report will include the following:

- 1) Description of the nature of the allegations of research misconduct
- 2) Description and documentation of federal financial support, if applicable (e.g., grant numbers, grant applications, contracts, etc.)
- 3) Institutional charge (e.g., description of specific allegations of research misconduct for consideration in the investigation)
- 4) Copy of the institutional policies and procedures under which the investigation was conducted
- 5) Research records and evidence. Identify and summarize the research records and evidence reviewed, and identify any evidence taken into custody but not reviewed.
- 6) Statement of findings. For each separate allegation or research misconduct identified during the investigation, provide
  - a) A finding as to whether research misconduct did or did not occur as follows:

- i. Identify whether research misconduct was falsification, fabrication, plagiarism, or other serious deviation from accepted practices and if it was intentional, knowing, or in reckless disregard;
    - ii. A finding that serious research irregularities have occurred, but that the irregularities are insufficient to constitute misconduct; or
    - iii. A finding that no research misconduct or research irregularities were committed.
  - b) A summary of the facts and the analysis that support the conclusion and consideration of the merits of any reasonable explanation by the respondent;
  - c) Information about the specific federal support affected, if applicable;
  - d) Identification of any publications in need of correction and retraction;
  - e) Identification of the person(s) responsible for the misconduct;
  - f) Listing of any current support or known grant proposal applications that the respondent has pending with federal agencies;
- 7) Comments. Include and consider any comments made by the respondent and complainant on the draft investigation report.

The investigation must be thorough and sufficiently documented including examination of all research records and evidence relevant to reaching a decision on the merits of the allegations. The IB must ensure that it maintains and provides all records from the investigation to the provost. This is necessary so that they can be provided to any applicable federal agencies, which may request all relevant research records and records of the institution's research misconduct proceeding, including the results of all interviews and the transcripts or recordings of such interviews.

#### **16.7.4.4. Documentation**

At the conclusion of an allegation assessment, inquiry, or investigation, the dean shall forward all documentation pertaining to the allegation assessment, inquiry, or investigation to the provost who shall arrange that the documentation be maintained for seven (7) years and ensure that documentation is provided to the appropriate federal agency upon request, if appropriate.

Documentation to be maintained for federal agencies must include the following, as applicable:

- 1) Allegation assessment statement
- 2) Preliminary inquiry final report
- 3) Formal Investigation Report, including a copy of the report, all attachments, and any appeals
- 4) Findings: statement whether or not the institution accepts the investigation's findings

- 5) Final institutional action: statement if the institution found research misconduct, and if so, who committed the misconduct
- 6) Institutional administrative actions: description of any pending or completed administrative actions against the respondents

The institution must notify the relevant federal agency (if applicable), if the institution plans to close out a case at the inquiry, investigation, or appeal stage on the basis that the respondent has admitted guilt, a settlement with the respondent has been reached, or for any other reason, except the closing of a case at the inquiry stage on the basis that an investigation is not warranted.

#### **16.7.4.5. Disciplinary Action**

If the findings of the investigation substantiate allegations of research misconduct, the provost, in consultation with legal counsel, shall determine appropriate administrative action, consistent with the University policy.

#### **16.7.4.6. Appeal**

The respondent may appeal the decision of the investigative committee in writing to the provost. The accused shall have thirty (30) days to file an appeal. A reinvestigation of the case will be warranted if one or more of the following conditions are judged by the provost to exist:

- Significant omission of new evidence that was not known or reasonably available at the time of the formal investigation;
- A member of the committee had a conflict of interest; or
- A member of the committee did not accurately interpret the evidence due to lack of expertise concerning the research topic.

The provost must rule within fifteen (15) days of receipt of the accused's written appeal on whether or not an appeal is warranted. If the provost determines that an appeal is warranted, a new investigative committee will be appointed by the provost to reexamine the case. The provost's ruling on the issue of appeal is final. The criteria for appointing members to the original investigative committee shall also apply to the qualifications of members of the new investigative committee. The procedures that applied to the original investigative committee will also apply to the new investigative committee. The new committee shall have one hundred twenty (120) days to complete the investigation. The decision of this review committee is final.

## **16.8. SEXUAL HARASSMENT/GENDER DISCRIMINATION**

### **16.8.1. Statement of General Policy**

The University will not tolerate sexual harassment. In its policies and procedures the University seeks to deal effectively with the problem and to preserve the rights and privileges of all involved in cases of alleged sexual harassment.

### **16.8.2. Definition of Sexual Harassment**

Sexual harassment is unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, physical, or non-physical conduct of a sexual nature when submission to such conduct is a basis for employment or academic decision, or such conduct unreasonably affects an individual's status and well being by creating an intimidating, hostile, or offensive work or academic environment. The harasser may be faculty, staff, or a student.

Sexual harassment may be considered in these two major categories:

- The first type of harassment is the *quid pro quo* overt pressure by another person in the workplace for sexual favors.
- The second category of harassment is more subtle and by definition involves a cumulative effect that constitutes the harassment. Any single incident of this type might not be judged harassment, but continuation of the behavior creates an atmosphere that is uncomfortable and intimidating.

Sexual harassment is a form of sex discrimination and a violation of civil rights as covered under Title VII., 1964, Civil Rights Act, and Title IX., 1972, Educational Amendments. These federal acts protect the civil rights of employees and students in an educational institution. The University is, therefore, obligated to treat such complaints seriously.

### **16.8.3. Prevention**

Prevention is the best method for eliminating sexual harassment. Every faculty member is encouraged to take all steps necessary to prevent sexual harassment from occurring such as by affirmatively raising the subject, expressing strong disapproval, and informing other faculty, staff, and students of their right to raise, and how to raise, the issue of sexual harassment.

### **16.8.4. Limitations of this Policy**

This policy is limited to faculty members complaining of sexual harassment by another faculty member, a staff member, a student, or any other employee or affiliate of the University.

### **16.8.5. Procedure for Reporting Sexual Harassment**

A faculty member who believes they have been sexually harassed (hereinafter referred to as the complainant) may seek redress through these established informal and formal procedures. The overriding goal of these procedures is to provide a prompt, equitable, fair, and rights-preserving method of handling sexual harassment complaints. At all times and at all stages of the process,

confidentiality and privacy of the parties and proceedings will be maintained. The University will seek to protect the reputations of all parties involved and will seek to protect all parties involved from retaliation. The University will also assure a fair procedure and a fair hearing before members of a panel who are without bias or prejudice.

All records of the alleged sexual harassment will be maintained in confidential files only in the Office of University Legal Services and General Counsel. During either the informal or the formal procedures for reporting sexual harassment, other members of the University community may be informed of the specifics of a complaint on a need-to-know basis. Such persons may include the university legal counsel, department chair/school director, or academic dean.

#### **16.8.6. Informal Process**

If a faculty member experiences sexual harassment by another faculty member, a staff member, contractor, or a student, the faculty member (as complainant) has the right to report the incident to their chair or supervisor to determine what action might be appropriate. The complainant should begin this informal process as promptly as possible after the alleged incident. If the complainant requests assistance in resolving the matter, the chair/director will explain the University's sexual harassment policy and procedures and also inform the complainant that they may have other possible rights and remedies external to the University. The chair/director will:

- Obtain from the complainant information on the specific nature of the complaint and the evidence for making the complaint;
- Advise the complainant of all options available through this sexual harassment policy;
- Assist the complainant to clarify the resolution sought; and
- Review with university legal counsel any previous complaints that have been filed by the complainant or against the alleged harasser (hereinafter referred to as the respondent).

The chair/director will set up a confidential meeting with the respondent to inform the respondent about the complaint.

The respondent has the option to request the presence of their immediate supervisor or another academic colleague. If the respondent is a student, the student may request the presence of the Associate Vice President for Student Affairs and Enrollment Management or a representative from Student Government Association. If counsel is present for either party, the other party may have counsel present too. The purposes of the meeting are:

- To inform the respondent of the details of the complaint;
- To obtain the respondent's comments concerning the complaint; and
- To attempt to reach a resolution of the complaint. Such resolutions may include, but are not limited to an apology and assurance that the respondent's behavior toward the complainant will stop; a change in work assignments; or disciplinary action against the respondent.

If a resolution is obtained through the informal process, the chair/director will notify, in writing, both the complainant and the respondent. This notification must specify the actions necessary for the resolution of the complaint. If no resolution is obtained through this informal process, the chair/director will likewise notify, in writing, the complainant and respondent of this action. In either case, the chair/director must make this notification by certified mail within ten (10) working days of receiving the complainant's report of the alleged incident or incidents.

### **16.8.7. Formal Process**

If the informal process has not resolved the allegation of sexual harassment and the complainant wishes to proceed, the complainant must file a formal written complaint within ten (10) working days after receiving written notification from the chair/director. A hearing panel will be formed to consider the complaint:

- Providing the respondent with a copy of the written complaint;
- Forming a three-member hearing panel to consider the complaint (Composition of the panel will depend on whether the respondent is a member of the faculty, staff, or a student. If the respondent is a faculty member, the panel will be chosen from among the members of the Peer Review Advisory Committee. If the respondent is a staff member, the panel will be composed of two faculty members from the faculty pool and one staff member chosen from the pool of staff that have agreed to serve on such a panel. If the respondent is a student, the panel will be chosen from the faculty pool and one student recommended by Student Government Association.);
- Convening the hearing panel and selecting a chair;
- Advising (in consultation with university legal counsel) the hearing panel of the characteristics of sexual harassment and of standards for identifying whether sexual harassment has occurred;
- Scheduling sessions of the hearing panel;
- Calling and scheduling all witnesses requested by the hearing panel;
- Ensuring that a record is made of all proceedings;
- Ensuring that all deadlines and procedures are followed by the hearing panel; and
- Dismissing the panel at the conclusion of the hearing.

The hearing panel will:

- Conduct an inquiry into the alleged sexual harassment incident(s). (The panel may request of university legal counsel records of previous complaints involving either the complainant or the respondent.);
- Make a determination of whether the allegation(s) are true or false and whether they constitute sexual harassment; and
- Prepare a written statement setting forth the determination and its basis.

If the hearing panel determines that the complainant has been sexually harassed, it may use any previous sexual harassment complaints documented by university legal counsel against the respondent as part of their basis for sanction. Available sanctions include, but are not limited to, reprimand, suspension without pay, and termination of employment.

Within fifteen (15) days, the chair of the hearing panel will communicate the written statement of the determination to both the complainant and the respondent by certified mail and to the appropriate vice president. The appropriate vice president will have the ultimate decision to impose sanctions, including those recommended by the hearing panel. The appropriate vice president will ensure that any written documents concerning the case are filed with university legal counsel.

#### **16.8.8. Appeal Process**

Either party may appeal an adverse determination or recommendation to the respondent's vice president. The appeal must be written, state the basis of the appeal, and be filed within ten (10) working days of receipt of the notification of the adverse determination or recommendation. The appropriate vice president will inform all other parties that an appeal has been made. The vice president will make a determination of the hearing panel's decision. The decision of the hearing panel will be affirmed unless there is insufficient evidence in the record to support it.

The appropriate vice president will notify the parties involved, in writing, by certified mail, of the determination within ten (10) working days of receipt of the appeal.

#### **16.8.9. Residual Rights and Procedural Comments**

The rights of either party to file a grievance under the Faculty Handbook or any other university policies shall not be impaired by using the Sexual Harassment policy and procedure.

### **16.9. STATEMENT ON CONSENSUAL RELATIONSHIPS**

#### **16.9.1. General**

Consensual relationships are romantic relationships and/or sexual interactions agreed to by the involved parties (even if it is a single interaction). Northern Kentucky University (NKU) is committed to maintaining a working and academic environment that fosters intellectual, professional, and personal growth free from conflict of interest, favoritism, and exploitation. This environment is put at risk when members of the University community engage in consenting relationships that involve persons of unequal power. Consensual relationships may create actual and perceived conflicts of interest that include real or perceived favoritism or exploitation. A power differential is defined as the difference between two individuals in a relationship in terms of status, authority, or influence, particularly in, but not limited to, the University community. This policy specifically addresses consenting relationships involving faculty members with students, staff, other faculty members, supervisors, or administrators. For example, these relationships would include a student in the faculty member's class, a student in the faculty member's research group, or a staff member in the faculty member's department. A power



differential could include supervision; evaluation such as for promotion or tenure or raises; authority over the other; or favoritism toward the other.

Faculty members are prohibited from knowingly entering consensual relationships in which a conflict of interest would exist because it would involve a pre-existing power differential. Non-consensual relationships are covered by the Sexual Harassment policy.

### **16.9.2. Preexisting Relationships**

This policy is not intended to apply to faculty spouses or domestic partners, as those terms are defined by NKU Human Resources, whose relationship precedes the creation of a power imbalance. Faculty members in preexisting relationships that undergo a change in status that might create a conflict of interest, e.g., one begins taking classes, are required to report the change and the potential conflict of interest to their supervisor. The supervisor and faculty member will work together to mitigate or remove the conflict of interest. In addition, the provost, after consultation with the relevant chair, director, or dean, may permit exceptions to this policy in appropriate circumstances.

### **16.9.3. Relationships Involving Students**

Faculty relationships with students are particularly problematic as the potential for real or perceived conflicts of interest is greater. These problems may remain whether or not the student is graded or supervised by the faculty member. For this reason, faculty relationships with students are strongly discouraged even if a conflict of interest is unlikely. Efforts by faculty to initiate relationships with their students, by whatever method, including dating apps, are prohibited.

### **16.9.4. Relationships with Other NKU Employees**

All NKU employees, including faculty members, are expected to avoid situations that present a conflict of interest, and consensual relationships in which an unmitigated conflict of interest exists are prohibited. Faculty relationships with other NKU employees present a conflict of interest when there exists an NKU power differential.

### **16.9.5. Reporting Requirements**

The faculty member, regardless of University status or role, is responsible for reporting any relationship with an individual affiliated with NKU in writing to their direct supervisor within two weeks of the initiation of the relationship, even if a single interaction, or the realization of a potential conflict of interest. It is expected that the supervisor will consult with appropriate members of the administration including the Title IX office and Human Resources to understand the potential conflicts of interest. The supervisor and the faculty member will work together to mitigate or remove the power differential and conflict of interest, if possible. This may include removing the faculty member from a committee and assigning a replacement, assigning another faculty member to supervise the student, or assigning another faculty member to handle that student's grades. This reporting obligation continues even after the relationship has ended. For instance, a faculty member must report a previous consensual relationship with one of the

students in their class. In every circumstance, the effect on the student should be minimized. If it is not possible to mitigate the conflict of interest, continuation of the relationship is a violation of this policy.

The University prohibits retaliation of any kind against individuals who report consensual relationships in good faith. An NKU faculty member becoming aware of a consensual relationship involving another faculty member may report that relationship to their supervisor without retaliation. However, faculty members are not required to report in these circumstances unless they suspect the relationship is covered by mandatory Title IX or ethics policy reporting. The faculty member involved in the relationship has the obligation to report the relationship.

#### **16.9.6. Mitigation of Conflicts of Interest**

The supervisor, in collaboration with the parties to the consensual relationship, the appropriate dean, Human Resources, and the Title IX office, will produce a written mitigation plan within 10 business days of the report of the relationship.

The mitigation plan will:

- a) Provide an alternate means for managing, supervising, teaching, evaluating, and or advising the party with less power in the relationship.
- b) Give priority to the interest of the one with less power.
- c) Be in writing and signed by any NKU employee who is part of the consensual relationship.
- d) If an NKU student is a party to the relationship, the student will be notified of the mitigation plan and provided a copy.
- e) If the parties cannot agree to a mitigation plan, resolution will be handled through the provost's office.

If it is not possible to mitigate the conflicts of interest, continuation of the relationship is a violation of this policy.

#### **16.9.7. Penalties for Violation of this Policy**

Faculty members in violation of this policy will be subject to the disciplinary procedures and penalties outlined in this Handbook. Violations may include, but are not limited to, failure to timely report the relationship, unwillingness to work with the supervisor to mitigate conflicts of interest, or evaluation of the work of their partner in a consensual relationship.

#### **16.9.8. Safe Harbor**

It is critical that the University receive notification of consensual relationships under this policy so as to prevent conflicts of interest, favoritism, and exploitation. Unreported consensual relationships pose a significant risk to the University community. Accordingly, if a faculty member immediately notifies their supervisor in writing of the development of a consensual relationship allowed by this policy and cooperates to mitigate the effects of the consensual

relationship, then a conduct/discipline investigation will not be pursued. An unreported consensual relationship will be considered a violation of this policy.

This safe harbor provision does not apply to potential violations of the sexual harassment policy.

#### **16.10. NEPOTISM**

Northern Kentucky University seeks to employ or promote the best-qualified person for a position. Therefore, decisions on selection, salary, promotion, and all matters pertaining to faculty employment will be made based on merit and not according to the relationship of an applicant or one employee of the University to another or the relationship of an applicant or employee to a member of the Board of Regents. No person shall be employed or promoted to a faculty position if the result would be that a head of an administrative unit and a member of the individual's immediate family by blood or marriage would be members of the same administrative unit; in the University's best interest, however, exceptions may be made to this policy upon the recommendation of a majority of the members of the administrative unit, subject to approval by the provost and the consent of the president. Relatives by blood or marriage include parents, children, grandchildren, spouses, siblings, aunts, uncles, nieces, nephews, and in-laws and step relatives in these same relationships.

Faculty members should avoid situations that place them into a position to academically evaluate relatives by blood or marriage, such as in a class or laboratory. The faculty member must inform their supervisor of the circumstance, and the supervisor and faculty member should work together to arrange for different evaluation of the family member. This may involve placement into another class or laboratory section, pairing with another thesis advisor, or having another faculty member evaluate the student's work.

#### **16.11. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

Northern Kentucky University reaffirms its commitment to the principles of equal opportunity and affirmative action. In compliance with equal opportunity and affirmative action state and federal laws and as a matter of institutional policy, the University will not engage in or tolerate discrimination against individuals in any of its programs and activities on the bases of race, color, religion, gender, national origin, age, sexual orientation, disability, or veteran's status. Further, where required bylaw, the University will take affirmative action in support of equal employment opportunity and to foster an intellectual and social atmosphere that reflects the broad range of human diversity.

In accordance with University policy, Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), and the Americans with Disabilities Act of 1991 (Public Law 101-313), Northern Kentucky University is committed to making reasonable accommodation for the known physical or mental limitations of an otherwise qualified applicant or employee who is disabled. Accommodations may include making facilities used by employees readily accessible to and usable by persons who are disabled, job restructuring through part-time or modified work schedules, acquisition or modification of equipment or devices, provision of readers or interpreters, or other similar actions. The University will not deny an employment opportunity to a qualified employee or applicant who is disabled if the basis for the denial is the need to make reasonable accommodation for the employee's or applicant's

physical or mental limitations, unless it can be demonstrated that the accommodation causes an undue hardship for the University. All searches shall be conducted in accordance with the University's hiring procedures.

At the time a person who is disabled is hired or an employee becomes disabled, needed accommodations will be determined through discussions between the employee and the department chair or unit head. The Office of Personnel Services and the office of affirmative action and multicultural affairs are available to serve as resources. Specific accommodations agreed upon should meet the unique needs of each employee who is disabled and enable the employee to perform effectively the duties of their position. Requests for any necessary funding for these accommodations shall be processed through the department chair/school director. A letter from the department chair/school director or unit head will be sent to the employee describing these accommodations. A copy of this letter will be filed in the employee's official personnel file. At the request of an employee who is disabled, the University will make mutually agreed upon reasonable adjustments in accommodations to reflect the employee's current needs. The University will not make adjustments in accommodations or in any way change these accommodations without first consulting with the employee. A record of the accommodations and any adjustments will be maintained in the employee's personnel file.

Costs of accommodations for a particular employee who is disabled will be borne by the University without adverse economic consequences for that employee. Sources of funds for both the recurring and nonrecurring costs for this purpose will be identified in the University's budget and will be reviewed annually in order to ensure that accommodations are not compromised.

#### **16.12. APPROPRIATE TERMINAL DEGREES FOR FACULTY**

A list of terminal degrees for faculty in each discipline can be reached from the homepages of the Faculty Senate and the Office of the Provost.

#### **16.13. PUBLICATION AND PROMOTION OF COURSE OFFERINGS**

Promotion and publication of course offerings is the responsibility of University administrators in the regular course of their duties. Academic departments/schools (or colleges, in the absence of departments or schools) may supplement promotion by direct mailings to majors and prospective majors or by posting notices on departmental/school bulletin boards, subject to approval in accord with published policies in effect at the time of the promotion.

The Vice President for Enrollment and Degree Management is responsible for promotion of courses through publications such as the University Catalog, the Schedule of Classes, brochures, and posters. Promotion can include, but is not limited to newspaper announcements, direct mailings, posting, admissions staff information services, and announcement and/or distribution in the classroom of relevant academic information on course content.

Publication and promotion activities of individual faculty must first be approved by the faculty member's chair. Publication should follow the approved University stylebook. Failure to comply with this policy may constitute a violation of professional ethics.

## **16.14. CANCELLATIONS OR POSTPONEMENT OF COURSES**

A course at Northern Kentucky University may be canceled or postponed upon the administrative judgment of the appropriate chair/director, dean, and/or the provost. Such judgment shall be based upon legitimate administrative and/or academic reasons including, but not limited to, one or more of the following:

- Insufficient enrollment;
- Financial exigency;
- Maintenance of full-time academic loads;
- Reassigned time;
- Update and revision of course offerings; and
- Unavailability of an appropriate instructor.

The decision to cancel or postpone a course should be made no later than the first day the course is scheduled to meet. Except in an emergency, no course shall be cancelled or postponed after this date. The decision to cancel or postpone a course shall be promptly communicated to the faculty member scheduled to teach the course and to the students enrolled in it.

## **16.15. STANDARDS FOR GRADUATE OFF-CAMPUS INSTRUCTION AND OTHER SPECIAL GRADUATE INSTRUCTION**

### **16.15.1. General**

Every university should be constantly concerned about the quality and excellence of graduate instruction, including special activities such as off-campus classes, short courses and workshops, media instruction, and evening classes.<sup>1</sup> It is essential that provisions for graduate instruction include certain qualitative standards. These standards must be applied by universities in generating graduate credits and in evaluating transfer work from other institutions.

### **16.15.2. Administration**

Control of off-campus regular and special courses must be vested in the University administrative structure responsible for regular and special on-campus courses.<sup>2</sup> Off-campus instruction must be under the direct administrative supervision of the university granting the credit.

### **16.15.3. Faculty**

Instruction for off-campus and special courses must be provided by the University's regular graduate faculty or by carefully selected and approved full-time or adjunct faculty. Faculty for such courses must be recommended by the academic unit offering the courses and be approved according to the University's established procedures. If persons such as school administrators or business executives are assigned to teach off-campus or special courses, they should not teach a class in which a preponderance of the students would likely be their employees.

#### **16.15.4. Students**

The quality of graduate instruction is closely related to the quality of students.<sup>3</sup> Since student quality is regulated by admission standards, the students enrolled in off-campus and special courses must follow normal admission procedures to the University's programs or be verified transient students from other institutions. The fully employed student should attempt no more than six credit hours of course work per semester at one or more institutions.

#### **16.15.5. Instruction**

The credit-producing experience shall be taught by faculty with scholarly competence in the subject area. At the beginning of the course, the instructor should provide students with a statement of course requirements and expectations as well as the University's code of academic ethics for students.

The instruction for graduate courses should be distinctly graduate level. Research in its broadest sense is synonymous with graduate education.<sup>4</sup> Consequently, every graduate course should include tangible evidence of independent work (paper, term report, research/creative projects, etc.).

Instructional standards for off-campus and special courses should be the same as those established for on-campus and regular courses. A comprehensive final examination will normally be required to assess the student's capability for scholarly thinking in the subject area. Practicum or laboratory courses should require other experiences of comparable rigor.

Graduate instruction should provide opportunity for meaningful interaction among students and between students and instructor.

#### **16.15.6. Academic Credit**

Graduate credit for special courses shall be awarded only for experiences that meet graduate instructional standards and that are clearly distinguishable from undergraduate work<sup>5</sup> and from continuing-education activities.<sup>6</sup> Within this context, graduate credit may be awarded for short courses, workshops, and seminars, but may not be awarded for attendance at conferences and institutes. This interpretation is based upon definitions provided by the Southern Association of Colleges and Schools.<sup>7</sup> Graduate-credit-producing experiences, other than those which are independently directed, shall be based upon a minimum of 12.5 clock hours of contact per hour of graduate credit. Workshop courses, which characteristically combine instruction with laboratory or experimental activity and place more emphasis on skill training than on general principles, shall have a minimum of 25 clock hours of contact per hour of graduate credit. All credit-producing experiences shall be based upon a minimum of one week of instruction per hour of graduate credit.<sup>8</sup>

#### **16.15.7. Facilities**

Educational resources essential to graduate instruction include library, laboratory, computer, audio-visual, and provision for performance and field activities. Availability of these facilities as

well as adequate classroom space will determine locations at which graduate courses can be offered.

### ***References***

1. Southern Association of College and Schools, Commission on Colleges, *Standards of the College Delegate Assembly* (Atlanta, Georgia, n.p., December 14, 1977), pp. 30-44.
2. Ibid., p. 32.
3. Ibid., p. 40.
4. Ibid., p. 39.
5. Ibid., p. 41.
6. Ibid., p. 33.
7. Ibid., p. 37.
8. Conference of Southern Graduate Schools, *Criteria for Evaluating Off-Campus Graduate Programs*, edited by Eleanor R. Gibbard (West Virginia University, n.p., 1980), p. 4.

## **16.16. INTELLECTUAL PROPERTY POLICY**

Refer to Appendix F, which includes NKU's [Inventions and Patents](#) policy and [Copyrights](#) policy.

## **16.17. REPRODUCTION OF COPYRIGHTED MATERIAL**

### **16.17.1. General Statement**

Northern Kentucky University is committed to compliance with the United States Copyright Revision Act of 1976, as amended (Title 17 United States Code, Section 101 et seq.) relating to reproduction of copyrighted materials. The unauthorized reproduction of copyrighted material is a serious violation of University policy as well as federal law.

### **16.17.2. Scope**

These procedures apply to all reproduction of copyrighted material either for a purpose related to the University or by or upon University facilities. Reproduction shall include, but is not limited to, copying or duplication by photocopying of printed material; copying of video, audio cassette, reel, or other broadcast material; or duplication of computer software.

Reproduction for purposes related to the University shall include, but not be limited to, materials reproduced for teaching, research, course presentation, extracurricular activities, broadcast media, and the like. University facilities include, but are not limited to, all machines, devices, and media capable of copying, duplicating, or reproducing copyrighted material in any form.

### **16.17.3. Definitions**

#### **16.17.3.1. Copyright**

A copyright is an intangible right granted by statute to the author or creator of certain literary or artistic works, whereby the author or creator is invested for a period of time with sole and exclusive rights of ownership to the work, which rights include the right to publish and reproduce the work. The ownership rights granted by a copyright are qualified by the doctrine of “fair use.”

#### **16.17.3.2. Fair Use**

Fair use is the privilege in one other than the owner of a copyright to use the copyrighted material in a limited and reasonable manner without the consent of the copyright holder and notwithstanding the monopoly granted by the copyright to the owner. In determining whether the use of a copyrighted work in a particular case is a fair use, the following must be considered:

- The purpose and character of the use, including whether such use is of commercial nature or is for non-profit educational purposes;
- The nature of the copyrighted work;
- The amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
- The effect of the use upon the potential market for or value of the copyrighted work.

### **16.17.4. Photocopying**

#### **16.17.4.1. Unauthorized Photocopying**

Unauthorized photocopying is a violation of federal copyright law and therefore a violation of University policy.

#### **16.17.4.2. Guidelines for Authorized Photocopying**

The protection afforded by a copyright is subject to an exception for fair use of material, as set forth herein. Since a determination of fair use is made on the facts of the specific use, guidelines for fair use for classroom copying in not-for-profit educational institutions have been developed by the National Association of College Stores, Association of American Publishers, Association of American University Presses, Ad Hoc Committee on Copyright Law Revisions, and the Author-Publisher Group (Authors League, Inc.). These guidelines are adopted and included in this policy at Exhibit A, below. Photocopying pursuant to these guidelines conforms to University policy.



## **16.17.5. Compliance**

### **16.17.5.1. Individual Responsibility**

It is the individual requestor's responsibility to ensure that all photocopies of copyrighted material that they reproduce or cause to be reproduced either fall within the doctrine of fair use or have been cleared for use with the holder of the applicable copyright. Individuals photocopying or requesting photocopying of any written material for any purpose associated with the University or utilizing any photocopying facilities of the University shall familiarize themselves with these University procedures and shall complete a "copy center request form." If any individual has any question as to whether proposed photocopying constitutes a fair use of copyrighted materials pursuant to the attached guidelines, the individual shall request permission from the publisher. A sample permission form is set forth in this policy at Exhibit C below.

### **16.17.5.2. Department/School Responsibility**

Each department/school shall be responsible for ensuring that the University's photocopying procedures are disseminated to all appropriate employees. All completed "reproduction of copyrighted material" forms for proposed photocopying on University facilities shall be approved by the requestor's supervisor or department chair/school director. In colleges where there is no department or school, the dean will function as department chair in these processes.

## **16.17.6. Bookstore**

The University bookstore shall comply with University photocopying procedures. The bookstore will obtain permission letters for all copyrighted components of anthologies that are assembled to be sold through the bookstore. The standard textbook-ordering deadlines must be met in order to allow the bookstore to secure permission for use of copyrighted material in anthologies.

## **16.17.7. Software**

### **16.17.7.1. General**

A computer program is defined as a set of statements or instructions to be used directly or indirectly in a computer in order to bring about a certain result.

A computer program, also known as computer software, is copyrightable and subject to the copyright laws of the United States. No person in possession of a particular copy of a computer program may, for the purposes of direct or indirect commercial advantage, dispose of, or authorize the disposal of, the computer program (including any tape, disk, or other medium embodying such program) by rental, lease, or lending, or by any other act or practice in the nature of rental, lease, or lending.

The purchase of computer software entails the grant of a license to the purchaser and other authorized users to use the computer program consistent with the terms of the license. A violation of the terms of the license can be an infringement of the copyright of the owner of the computer program.

### **16.17.7.2. Unauthorized Reproduction**

Computer software used for University purposes may not be reproduced, nor may computer software be copied on University facilities, except as set forth below.

### **16.17.7.3. Exceptions**

Computer software may be reproduced as follows:

- With express permission of the owner of the copyright, either as set forth in the license accompanying the software or by direct authorization in writing from the copyright owner; and
- The authorized user(s) make one back-up copy to be held for their own use as an archival copy in the event the original fails to function and not inconsistent with the license provided, however, that backup copies may not be used on a second computer when the original is in use.

### **16.17.8. Phonorecords, Broadcast Material, Video Cassettes, Audio Cassettes**

The requirements and limits under federal copyright laws for reproduction of phonorecords, broadcast material, videocassettes, and audiocassettes by libraries and archives are specifically set forth in Title 17 United States Code, Sections 108 through 112. All University employees responsible for reproduction of these items shall familiarize themselves with the statutes. Federal law and University policy require copyright law notices to be conspicuously displayed and consistent with this policy.

### **16.17.9. Copyright Notices**

#### **16.17.9.1. Equipment Notice**

A notice concerning copyright shall be conspicuously affixed to each piece of equipment capable of reproducing copyrighted material (with the exception of computers). The notice shall state the following:

“NOTICE

The making of copies may be subject to copyright law. Violation of copyright law can subject the violator to civil and criminal penalties for copyright infringement.”

#### **16.17.9.2. Display Warning Of Copyright**

A “display warning of copyright restrictions” shall be displayed at the places where orders for copies or phonorecords, or tapes (audio or visual) are accepted by University copying services, all campus libraries, media services, and archives. The text of the notice of warning is below.

An “order warning of copyright restrictions” is a notice that shall be included on printed order forms supplied by campus libraries, copying services, archives, and media services and used

by their patrons for ordering copies, phonorecords, or tapes (audio or visual). The text of the warning is below.

The warning notices shall read as follows:

“NOTICE WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be ‘used for any purpose other than private study, scholarship, or research.’ If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of ‘fair use,’ that user may be liable for violation of copyright law.”

The display warning of copyright restrictions shall be printed on heavy paper or other durable material in type at least 18 points in size, and it shall be displayed prominently, in such a manner and location as to be clearly visible, legible, and comprehensible to a casual observer within the immediate vicinity of the place where orders are accepted.

The order warning of copyright restrictions shall be printed within a box located prominently on the order form itself, either on the front side of the form or immediately adjacent to the space calling for the name or signature of the person using the form. The notice shall be printed in type size no smaller than that used predominantly throughout the form, and in no case shall the type size be smaller than 8 points. The notice shall be printed in such manner as to be clearly legible, comprehensible, and readily apparent to a casual reader of the form.

### **16.17.10. Violation**

#### **16.17.10.1. Sanction**

Violation of these procedures constitutes a violation of federal copyright law and University policy, which may result in disciplinary action to include termination of student status, employment, or visitor status at the University.

#### **16.17.10.2. Department/School Responsibility**

Each department/school shall be responsible for ensuring that these procedures are disseminated to all appropriate employees and students. All completed “reproduction of copyrighted material” forms for proposed copying on University facilities shall be approved by the requestor’s supervisor or department chair/school director. In colleges where there is no department or school, the dean will function as department chair in these processes.

## **EXHIBIT A**

### **AGREEMENT ON GUIDELINES FOR CLASSROOM COPYING IN NOT-FOR-PROFIT EDUCATIONAL INSTITUTIONS WITH RESPECT TO BOOKS AND PERIODICALS**

The purpose of the following guidelines is to state the minimum and not the maximum standards of educational fair use under Section 107 of H.B. 2223. The parties agree that the conditions determining the extent of permissible copying for educational purposes may change in the future; that certain types of copying permitted under these guidelines may not be permissible in the future; and conversely that in the future other types of copying not permitted under these guidelines may be permissible under revised guidelines.

Moreover, the following statement of guidelines is not intended to limit the types of copying permitted under the standards of fair use under judicial decision; those types are stated in Section 107 of the Copyright Revision Bill. There may be instances in which copying that does not fall within the guidelines stated below may nevertheless be permitted under the criteria of fair use.

#### **GUIDELINES**

##### **I. Single Copying for Teachers**

A single copy may be made of any of the following by or for a teacher at his/her individual request for scholarly research or use in teaching or in preparation to teach a class:

- A. A chapter from a book;
- B. An article from a periodical or newspaper;
- C. A short story, short essay, or short poem, whether or not from a collective work;
- D. A chart, graph, diagram, drawing, cartoon, or picture from a book, periodical, or newspaper.

##### **II. Multiple Copies for Classroom Use**

Multiple copies (not to exceed in any event one copy per pupil in a course) may be made by or for the teacher giving the course for classroom use or discussion, provided that:

- A. The copying meets the tests of brevity and spontaneity as defined below; and
- B. Meets the cumulative-effect test as defined below; and
- C. Each copy includes a notice of copyright.

#### **DEFINITIONS**

##### ***Brevity***

- (i) Poetry: (a) a complete poem if less than 250 words and if printed on not more than two pages or, (b) from a longer poem, an excerpt of not more than 250 words.

(ii) Prose: (a) either a complete article, story, or essay of less than 2500 words, or (b) an excerpt from any prose work of not more than 1000 words or 10% of the work, whichever is less, but in any event a minimum of 500 words.

(iii) Illustrations: one chart, graph, diagram, drawing, cartoon, or picture per book or per periodical issue.

[Each of the numerical limits stated in (i) and (ii) above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.]

(iv) “Special” works: Certain works in poetry, prose, or in “poetic prose,” which often combine language with illustrations and which are intended sometimes for children and at other times for a more general audience, fall short of 2500 words in their entirety. Paragraph (ii) above notwithstanding, such “special” works may not be reproduced in their entirety; however, an excerpt comprising not more than two of the published pages of such special work and containing not more than 10% of the words found in the text thereof, may be reproduced.

### ***Spontaneity***

- (i) The copying is at the instance and inspiration of the individual teacher; and
- (ii) The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

### ***Cumulative Effect***

- (i) The copying of material is for only one course in the school in which the copies are made.
- (ii) Not more than one short poem, article, story, essay, or two excerpts may be copies from the same author; not more than three from the same collective work or periodical volume during one class term.
- (iii) There shall be not more than nine (9) instances of such multiple copying for one course during one class term.

[The limitations stated in ii. and iii. above shall not apply to current news periodicals and newspapers and current sections of other periodicals.]

### **III. Prohibitions as to I. and II. Above**

Notwithstanding any of the above, the following shall be prohibited:

- A. Copying shall not be used to create or to replace or substitute for anthologies, compilations, or collective works. Such replacement or substitution may occur whether copies of various works or excerpts therefrom are accumulated or reproduced and used separately.
- B. There shall be no copying of or from works intended to be “consumable” in the course of study or of teaching. These include workbooks, exercises, standardized tests and test booklets and answer sheets and like consumable materials.

- C. Copying shall not:
  - (1) Substitute for the purchase of books, publishers' reprints, or periodicals;
  - (2) Be directed by higher authority;
  - (3) Be repeated with respect to the same item by the same teacher from term to term.
- D. No charge shall be made to the student beyond the actual cost of photocopying.

Agreed March 19, 1976

Ad Hoc Committee on Copyright Law Revision:

By Sheldon Elliott Steinbach.

Author-Publisher Group.

Authors League of America:

By Irwin Karp, Counsel.

Association of American Publishers, Inc.:

By Alexander C. Hoffman, Chairman,  
Copyright Committee

## **EXHIBIT B**

### **GUIDELINES FOR EDUCATIONAL USES OF MUSIC**

The purpose of the following guidelines is to state the minimum and not the maximum standards of educational fair use under Section 107 of H.B. 2223. The parties agree that the conditions determining the extent of permissible copying for educational purposes may change in the future; that certain types of copying permitted under these guidelines may not be permissible in the future; and conversely that in the future other types of copying not permitted under the guidelines may be permissible under revised guidelines.

Moreover, the following statement of guidelines is not intended to limit the types of copying permitted under the standards of fair use under judicial decision; those types are stated in Section 107 of the Copyright Revision Bill. There may be instances in which copying that does not fall within the guidelines stated below may nevertheless be permitted under the criteria of fair use.

#### **I. Permissible Uses**

- A. Emergency copying to replace purchased copies that for any reason are not available for an imminent performance, provided that purchased replacement copies shall be substituted in due course.
- B. For academic purposes other than performance, single or multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole that would constitute a performance unit such as a section, movement, or aria, but in no case more than 10% of the whole work. The number of copies shall not exceed one copy per pupil.

- C. Printed copies that have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or the lyrics, if any, altered, or lyrics added if none exist.
- D. A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be retained by the educational institution or individual teacher.
- E. A single copy of a sound recording (such as a tape, disc, or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright that may exist in the recording.)

## **II. Prohibitions**

- A. Copying to create or replace or substitute for anthologies, compilations, or collective works.
- B. Copying of or from works intended to be “consumable” in the course of study or of teaching such as workbooks, exercises, standardized tests and answer sheets and like materials.
- C. Copying for the purpose of performance, except as in I.A above.
- D. Copying for the purpose of substituting for the purchase of music, except as in I.A and I.B above.
- E. Copying without inclusion of the copyright notice that appears on the printed copy.

## **EXHIBIT C**

### **PERMISSIONS REQUEST**

Copyrights and Permissions Department  
 Publishing Company  
 Address  
 City, State, Zip Code

Dear Sir/Madam:

I would like permission to copy the following for (use in my class next semester)/(use in an anthology to be distributed to my class):

- Author, editor, translator
- File, edition, volume number of book or journal
- Copyright date
- ISBN for books, ISSN for magazines and journals
- Material to be duplicated (pages, chapters, figures, and illustrations)
- Number of copies to be made
- Type of reprint (photocopy)
- Whether material will be used alone or combined with other material

Name of college or university  
Course name and number  
Semester and year in which material will be used  
Instructor's full name, address, and telephone number

I have enclosed a copy of this letter and a self-addressed, stamped envelope for your convenience in replying to this request.

Sincerely,

---

Faculty/Staff Member Signature

Permission granted:

---

Copyrights and Permissions Department    Date

### **16.18. HAZARDOUS WASTE POLICY**

The Hazardous Waste policy and other safety policies are contained in the manual, *Disposal of Regulated Hazardous Materials* and can be found at <https://inside.nku.edu/safety/policies.html>.

### **16.19. DRUG-FREE WORKPLACE**

The unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in and on Northern Kentucky University (NKU) owned or controlled property. Any NKU employee determined to have violated this policy may be subject to disciplinary action up to and including termination. A controlled substance, as defined in the federal Drug-Free Workplace Act of 1988 does not include alcohol. However, the use of alcohol while on NKU owned or controlled grounds, including meal periods and breaks, is absolutely prohibited except when authorized by the University for approved University functions. No employee will report to work while under the influence of alcohol or illegal drugs. Violation of this policy by an employee will be reason for mandatory evaluation/treatment for a substance use disorder or for disciplinary action up to and including termination of employment.

In order to comply with the federal Drug-Free Workplace Act of 1988 (41 USC 701 et seq.), NKU requires that as a condition of employment a University employee notify the University of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. The University must notify any federal granting or contracting agency within ten (10) days of having received notice that an employee engaged in the performance of such grant or contract has had any criminal drug statute conviction for a violation occurring in the workplace. The University will impose a sanction on, or require the satisfactory participation in, a drug/alcohol abuse assistance or rehabilitation program by any employee who is so convicted.

Any employee engaged in the performance of a grant or contract from the United States Department of Defense will be required to meet the requirements of the Drug-Free Work Force regulations (48 CFR 223.75) and *may* be subject to drug testing, as prescribed by the funding agency.



## **16.20. UNIVERSITY ALCOHOLIC BEVERAGE POLICY AND REGULATIONS**

### **16.20.1. Institutional Statement of Policy**

Students at Northern Kentucky University who are 18 years of age or older are legally adults capable of increasing their ability to manage their affairs. Current Kentucky law and Northern Kentucky University's policy prohibit the possession and use of alcohol by those under 21 years of age. Although the University does not condone violation of the law for persons of any age, neither does it operate in loco parentis with regard to students. The law, however, does require that universities exercise a duty of care in acting reasonably to provide a safe environment for their students. Northern Kentucky University's responsibility toward students is not to control their behavior, but rather to educate them to make appropriate and effective decisions in their own lives.

If members of the Northern Kentucky University community decide to consume alcoholic beverages, it is the policy of the University to encourage responsible use and to discourage the misuse and abuse of alcoholic beverages. The University recognizes that each person, within the limit of the law, has the right to decide freely whether or not to consume alcoholic beverages; however, no person has the right, under the influence of alcohol or otherwise, to abuse the rights or endanger the health, welfare, and property of self or others.

The University supports the following statements relating to the consumption of alcoholic beverages by all persons:

- 1) There are acceptable alternatives to drinking alcoholic beverages.
- 2) It is acceptable not to drink; each individual needs to make a personal, informed choice.
- 3) If an individual chooses to drink, they should do so responsibly and in moderation. Furthermore, they should adhere to state and local laws pertaining to the sale and use of alcohol and University policies and regulations.
- 4) Consumption of alcoholic beverages should not be the main focus of an event.
- 5) Accurate information about the consumption of alcoholic beverages is available.
- 6) Treatment is encouraged for the progressive disease of alcoholism.

Today's students live in a society in which alcohol is widely used and often abused. Attaining legal drinking age does not ensure that individuals will be able to make wise decisions involving alcohol consumption. Northern Kentucky University is committed to providing information in the form of discussions, displays, and programs promoting alcohol awareness and responsible decision-making. Members of the University community will be provided information and planning materials in order to promote positive social activities that do not emphasize the consumption of alcoholic beverages. Furthermore, the University will provide opportunities for learning the skills and developing the attitudes needed to handle alcohol use or non-use in ways that are beneficial to the self and to others.

### **16.20.2. Regulations Concerning Alcoholic Beverages**

- 1) The possession and/or consumption of alcoholic beverages on the campus of Northern Kentucky University is prohibited except as permitted by law (KRS [222.202](#), KRS [244.080](#), KRS [244.085](#)) and institutional policy stated herein. See paragraph 3 below.
- 2) The possession and/or consumption of alcoholic beverages in Northern Kentucky University residence halls is absolutely prohibited. (See Student Housing Policies, Rules, & Regulations and Housing Agreement Terms and Conditions.)
- 3) Alcoholic beverages may be served and consumed at official University functions and approved non-University functions in the President's home and other non-public areas of the NKU campus, as designated by the President, according to the following guidelines:
  - A) If alcoholic beverages are sold, all applicable sales and local permits must be obtained.
  - B) Alcoholic beverages shall not be sold or served to anyone under the age of 21.
  - C) No alcoholic beverages shall be sold or served to an intoxicated and/or disorderly person.
  - D) Public funds shall not be used to purchase alcoholic beverages.
  - E) Non-alcoholic beverages must be readily accessible in reasonable quantities and must be presented as appealingly as are the alcoholic beverages.
  - F) Reasonable quantities of snacks or food are required to be served with alcoholic beverages.
  - G) The serving of alcoholic beverages at open or cash bars should end no later than one-half hour before the scheduled end of the event.
  - H) No person under the age of 21 years shall be permitted to sell or to serve alcoholic beverages.
  - I) No persons authorized to sell or serve alcoholic beverages may consume such beverages while they are so engaged.
- 4) Alcoholic beverages may be served and consumed at official University events held off-campus according to the following guidelines:
  - A) All faculty, staff, and students must obey all applicable state and local laws and University regulations pertaining to the sale and use of alcoholic beverages.
  - B) The sale, serving, and consumption of alcoholic beverages are strictly prohibited except in areas and at times and dates licensed by the Kentucky Alcoholic Beverage Control Board, or similar agencies in other states.
  - C) Persons under 21 years of age shall not legally possess or consume alcoholic beverages in Kentucky. The furnishing of alcoholic beverages to underage persons is strictly prohibited both by policy of the University and by statute of the Commonwealth. Use of fraudulent identification to procure alcoholic beverages is also prohibited.
  - D) Adequate alternative beverages and snacks and/or food must be readily available at all functions where alcohol is served.

- E) Sponsoring groups and organizations will be responsible for providing security to insure that guests conduct themselves properly and to assist with crowd control.
  - F) Alcohol shall not be consumed or carried in open containers on any street, sidewalk, alley, or in a motor vehicle.
  - G) Sponsors of an activity should cease serving alcoholic beverages at least one-half hour prior to the scheduled end of the activity.
  - H) No persons under the age of 21 years shall be permitted to sell or to serve alcoholic beverages.
  - I) No persons authorized to sell or serve alcoholic beverages may consume such beverages while they are so engaged.
  - J) Activity sponsors must examine the identification of all guests entering the activity. Guests under 21 years of age shall not be permitted to drink alcoholic beverages in the Commonwealth of Kentucky. If the activity is located in another state, all applicable state and local laws regarding alcoholic sales, service, and consumption shall prevail.
  - K) Littering, infringing upon the rights of others, and abuse of public or private property in connection with possession or consumption of alcoholic beverages are considered violations of this policy and of the disciplinary regulations law sections of NKU's [Community Standards & Student Rights](#).
  - L) Promotion and advertising of events where alcohol will be consumed should not encourage any form of alcohol abuse, nor should events be advertised which place emphasis on quantity and frequency of use of alcohol (e.g., chugging events).
  - M) Beverage alcohol (kegs, cases of beer, bottles of distilled spirits or wine) should not be provided as awards or prizes to individuals or campus organizations.
  - N) No alcoholic beverages shall be sold or served to an intoxicated and/or disorderly person.
- 5) Possible penalties for violation of these regulations include, but are not necessarily limited to, the following:
- A) Legal action by individuals or governmental authorities, including possible sanctions or citation or arrest; or
  - B) University disciplinary action under NKU's [Community Standards & Student Rights](#), Faculty Policies and Procedures Handbook, Salmon P. Chase College of Law Faculty Handbook, Department Chair/School Director Handbook, or other University policies.
  - C) In addition to (A). and (B) above, students and/or student organizations may be subject to these penalties:
    - 1) Loss, curtailment, or elimination of student social functions, and notifications to national organizations where applicable.
    - 2) Loss of status as a registered campus organization.

- 6) Student organizations shall designate one person, perhaps an officer of that organization, to assume responsibility for ensuring that there is knowledge of and compliance with these alcohol policies. It is recommended that this person participate in a special educational program offered by the Office of the Dean of Students.
- 7) Beer distributors, liquor companies, bars, and nightclubs are not permitted to:
  - A) Advertise on campus;
  - B) Co-sponsor an event with a student organization;
  - C) Advertise on any schedule card, athletic brochure, or press guide, invitation, or other printed material; or
  - D) Provide advertising for University events presented on radio or television.
- 8) Northern Kentucky University does not assume responsibility for unofficial events held off campus involving individuals or groups affiliated with the University.
- 9) Violations of alcohol-related University policies and regulations by any member of the NKU community shall be reported to one of the following University offices:
  - A) Students: Dean of Students
  - B) Faculty: Office of the Provost
  - C) Staff: Department of Human Resources
  - D) Guests and all others: Department of Public Safety

## **16.21. PROHIBITION OF HAZING**

In accordance with Kentucky Revised Statutes, Section 164.375, Northern Kentucky University prohibits any action or situation that recklessly or intentionally endangers mental or physical health or involves the forced consumption of liquor or drugs for the purpose of initiation into or affiliation with any organization. Penalties for violation of the above policy shall include, but are not limited to the following:

- 1) Student violators will be subject to suspension or expulsion from the University or other appropriate disciplinary action in accordance with the Code of Student Rights and Responsibilities.
- 2) Faculty and staff violators will be subject to possible loss of employment or other appropriate disciplinary action in accordance with the Northern Kentucky University Faculty Policies and Procedures Handbook, Salmon P. Chase College of Law Faculty Handbook, Handbook for Department Chairs/School Directors, and other University policies.
- 3) Faculty, staff, or student organizations that authorize actions that violate this policy shall lose University authorization to operate on campus property.
- 4) Visitors, licensees, and invitees to Northern Kentucky University who violate this policy will be ejected from University property and may be subject to prosecution.

## APPENDICES

### **APPENDIX A: POLICY ON ADMINISTRATORS RETURNING TO FACULTY STATUS**

Administrators (see Definitions in Section III of the “[Administrators Returning to Faculty Status](#)” university policy) with faculty tenure who are not covered by the Faculty or Department Chair\_Handbook may return to faculty status by resigning their position and having it accepted by the appropriate Vice President or the President in the case of Vice Presidents. The following conditions apply:

1. An Administrator may return to faculty status at a salary based on the Administrator’s academic and administrative experience, accomplishments, expertise, academic rank and standing in the discipline and the functions the Administrator will be expected to perform upon return to the faculty. In addition, the Administrator’s salary will be within the salary range of faculty of the same rank in the Administrator’s department/school and shall typically be no higher than the highest faculty salary in that department/school. Subsequent salary increases shall be based on annual performance evaluation as provided for in the Faculty Handbook. The individual’s contract will be written for a nine (9)-month period (if on an academic year appointment) and be subject to the recommendation of the Provost and approval by the President.
2. If an Administrator has at least five (5) years of service at the University as an Administrator, an Administrator will be granted a one-semester paid leave to prepare for the faculty role. A description of the proposed work to be completed during the leave will be required to receive this leave, followed by a report on the project to be submitted to the Provost, or the President the case of Vice Presidents, upon return to the University. The paid leave will be at the faculty salary determined in accordance with item 1 above.
3. Any unused vacation days will be calculated and paid to the Administrator at the date of the last working day in an administrative capacity.

An Administrator who has served in such a capacity at the University for more than ten (10) years may be granted a full year of paid leave; the conditions listed above in items 2 and 3 above will apply.

Any Administrator who receives paid leave after returning to the faculty must reimburse the University for the leave if the Administrator does not remain in a faculty position within the University for at least one (1) year.

## **APPENDIX B**

### **ARTICLE IV., NKU BOARD OF REGENTS' BYLAWS**

In the fall of 1976, the Board of Regents revised its Bylaws to reflect the then-current crisis in insurance coverage for higher educational institutions. Article IV. of the Board of Regents' Bylaws stated the Board's commitment to appropriate representation of its employees in situations involving litigation.

[Article IV. of the Bylaws of the Board of Regents](#), below, states the Board's commitment to the appropriate representation of its employees in situations involving litigation. Article IV. states as follows:

“The Board of Regents hereby adopts in its entirety for the benefit of all Regents, officers (past, present and future), administrators, faculty, and staff and designated volunteers, and their heirs, executors and administrators (hereinafter, the “Class”), Kentucky Revised Statute 271B.8-500, et. seq. and its amendments or replacements, on the indemnification of the Class as if the terms of said statute were herein specifically set out. It is the purpose of this By-law to provide that any member of the Class be afforded a legal defense and indemnification for any acts or actions taken in good faith and within the scope of his/her official duties while on official business of the University.

In the absence of commercial insurance coverage secured by the University, the Class shall be indemnified and held harmless from and against all civil liabilities, including judgments, decrees, fines, penalties, expenses, fees, amounts paid in settlement or any other costs, losses (including but not limited to attorney's fees and court costs) not otherwise covered by the insurance coverage maintained by the University and arising or resulting from or in connection or association with, any threatened, pending or completed action, suit or proceeding (whether civil, administrative, investigatory or otherwise) and any appeals related thereto, under which said indemnified persons are parties or participants because of their actions or omissions performed in good faith and in any capacity during the course and in the scope of their employment on behalf of the University, whether incurred before or after the adoption of these Bylaws, unless they are finally adjudicated to be liable for willful, wanton or malicious conduct or criminal conduct as defined by law or regulation of any state or national government. Indemnification must conform with state and federal statutes and regulations.

All requests for indemnification must be submitted in writing to the University Legal Counsel. This must occur within five (5) calendar days of the receipt of any court documents related to a claim against a member of the Class, or within thirty (30) calendar days of actual notice, verbal or written, of any assertion of a claim against a member of the Class.

The administration is authorized to promulgate procedures that conform with this indemnification and defense policy.”

## **APPENDIX C**

### **COLLEGIAL GOVERNANCE AT NKU**

The Faculty and Administrators of Northern Kentucky University endorse the “[Statement on Government of Colleges and Universities](#)” jointly formulated by the American Association of University Professors, Association of Governing Boards of Universities and Colleges and the American Council of Education (as adopted by the AAUP on October 29, 1966 and revised in April 1990) as the most appropriate general statement on University Governance. The remainder of the position paper specifically addresses the role of faculty and faculty bodies in university governance, consistent with the aforementioned “Statement on Government of College and Universities.”

The Faculty and Administrators of Northern Kentucky University believe in a collegial system of university governance, based on a concept of authority and responsibility shared among colleagues, some who have primary duties as faculty and some who have primary duties as administrators. A collegial system has, as its fundamental principle, the concept of good faith consultation among these colleagues prior to decision making as stipulated below.

Under the collegial system, decision-making authority is delegated or assigned to the collegial group most expert in or responsible for the particular area in which the decision is made. However, the Board of Regents and Council on Postsecondary Education are statutorily responsible for the governance of the University, and this document does not abridge this responsibility or authority. All colleagues in the system, regardless of their respective roles as faculty or administrators, have an obligation to honor and support the decisions reached through the collegial process. If good faith consultation among colleagues exists, if decision-making authority is delegated appropriately, and if all participants are committed to the decisions made through the collegial system, non-productive adversarial relationships among groups are minimized, and university goals and objectives are more easily achieved.

#### **A. CHARACTERISTICS OF A COLLEGIAL SYSTEM OF GOVERNANCE**

1. “Colleague” is defined as a university employee of faculty rank or of professional or administrative classification.
2. Leadership, reason, persuasion, and cooperation are the hallmarks of the collegial system.
3. All colleagues have the opportunity to participate, directly or through elected representatives, in the collegial process.
4. Good faith consultation and mutual respect among colleagues are fundamental principles of the collegial system. All university decisions are preceded by dialogue among relevant constituencies, followed by appropriate rationale.
5. Academic freedom is an essential element of collegial governance.

6. When a decision is reached by the person responsible for making the decision, and that person has considered all recommendations made pursuant to the document, that decision is reached through the collegial process.
7. Colleagues are bound by the decisions relating to or affecting matters which are reached through collegial processes. Colleagues, therefore, ought to avoid using external political processes (e.g., legislature, CPE, governing board) to frustrate the decisions reached through the collegial process.
8. All colleagues are bound equally by the results of the system and seek to implement those decisions. Of course, a colleague is free to seek to change policy within the collegial system. Leaders of the faculty (e.g., president, provost, senate president, deans, chairs) have a particular responsibility to implement the decisions of the system. To facilitate consensus on [the policy] policies and procedures, the procedures outlined in section B1 through B4 below shall be followed.

## **B. THE ROLE OF FACULTY BODIES IN THE COLLEGIAL SYSTEM**

“Faculty bodies” are defined as the collective members with faculty rank of an academic unit (such as department/school and college faculties, the Senate and its committees, and department/school and college faculty committees. As participants in the collegial system of university governance, all faculty bodies are obligated to make decisions and/or recommendations for the good of the university. Generally speaking, faculty bodies have primary responsibility for recommendations in matters directly related to academics, including curricula subject matter and methods of instruction, research, faculty status, and those aspects of student life which directly relate to the educational process.

### **1. Academic Matters**

Faculty bodies have primary responsibility for recommendations in the following matters, and their recommendations should be implemented except for compelling reasons. Reasons for non-implementation of faculty recommendations should be clearly stated in writing, except where giving reasons in writing would contradict the faculty handbook, other pertinent university governance documents, or state or federal regulations. In cases where written notification is prohibited, reasons for non-implementation of recommendations should still be communicated in another manner to the appropriate faculty bodies. Implementation or notification should occur in a timely fashion.

#### ***Examples:***

- Admissions requirements
- Graduation requirements
- Graduation of students
- Program curricula
- Approval of academic degree programs
- Policies regarding grading and student grievances associated with academic work



- Academic personnel policies
- Academic personnel decisions
- Dismissal of tenured faculty
- Policies (personnel policies) which result in dismissal of tenured faculty
- Faculty and academic grievances
- Approval of agreements with external organizations which directly affect academic matters
- Structure of faculty and collegial academic governance bodies
- Appointment and reappointment of academic officers
- Academic planning
- Issues related to academic freedom
- University policy statements related to the matters listed above

## **2. Activities Fundamentally Affecting Academic Programs**

Good faith consultation with faculty bodies is routine in the following matters. Faculty opinion in these matters should be strongly considered.

### ***Examples:***

- Selection of the President and Executive Officers
- Structure and organization of academic units (departments, divisions, colleges, and schools)
- Institutional Budget Priorities
- Building priorities and design of academic facilities
- Policies regarding academic administrators (e.g., job descriptions, performance reviews)
- Selection of academic administrative staff at the Director level and above
- Decisions regarding organization of academic administration
- Goals and objectives of major fund raising efforts as they may affect academic matters
- Foundation money for academic affairs
- General policies regarding intercollegiate athletics, to the extent that they involve academic concerns
- Policies concerning agreements with businesses and other entities which may affect academic matters
- University policy documents related to these matters

## **3. Activities That May Affect Academic Programs**

Good faith consultation generally occurs in the following matters which are the primary responsibility of the administration, to the extent that they affect academic matters.

***Examples:***

- Structure of support services
- Scholarship policies
- Student non-academic discipline (policy and implementation)
- Long range planning not affecting academic matters
- Selection of major non-academic administrators
- Structure and authority of campus security/police services
- Policies concerning disposal of major assets of the university
- Foundation priorities
- Planning for support services related to academic functions
- University support services related to academic functions

**4. Activities Not Normally Affecting Academic Matters**

Consultation does not take place routinely in the following matters. When consultation does occur, the faculty act more as advisors or expert assistants than as colleagues. Decision-making or recommending authority generally is shared substantially with other groups (e.g. students, staff, the community) and in some cases other (non-faculty) groups may retain primary authority. Faculty bodies may feel free to give advice in these matters regardless of whether formal consultation occurs.

***Examples:***

- Management and investment of funds of the university and the foundation
- Implementation of budget priorities and policies
- Selection of contractors and vendors
- Routine operation of and planning for auxiliary enterprises
- Non-academic personnel policies (development and implementation)
- Staff personnel policies
- Selection of staff and lower level non-academic administrators
- Development and implementation of staff grievance policies
- Alumni and development structures and plans (not including academic matters)
- Selection of auditors and outside counsel
- Development and implementation of recreational policies
- Routine operation of intercollegiate athletics
- Development of lobbying and legislature efforts

*Approved by NKU Faculty Senate, February 23, 1998*

## APPENDIX D

### REGENTS PROFESSORSHIP PROGRAM

#### I. Program Description

The Regents Professorship established by the Board of Regents of Northern Kentucky University shall be awarded from time to time to those full professors who, at the apex of their careers, have an exceptional record of achievements in scholarship or creative activity that has brought acclaim to the university and is consistent with the university's core values. The area of scholarship may include traditional scholarship as well as scholarship applied to teaching or public engagement. The award celebrates the accomplishments of the recipient and provides support through time and resources for the professor to focus on their work. Such work should bring further acclaim to the University and ultimately enhance the full breadth of the professor's work.

#### *The First Six Years of the Appointment as Regents Professor*

Regents Professors will receive compensation in the sum of \$8,000 per year for the first three years. For the next three years of the appointment the Regents Professor shall receive an annual salary supplement of \$4,000 per year. Such compensation will be separately paid and will not be added to the base salary of the recipient. Additionally, the Regents Professor during the first six-year period of the award shall receive reassigned time equivalent to 50% during the first three years, and 25% for the second three years.

While there is no entitlement to additional reassigned time, grants or other reassigned time may increase the time to 50% during the last three years. Regents Professors are encouraged to apply for outside grants using their reassigned time either to satisfy the requirements of a mandatory match or to show institutional commitment for the project. In this way, Regents Professors are able to leverage their reassigned time to attract grant funding while simultaneously retaining their 50% teaching load. University reassigned time (beyond the 25% already provided as part of the award) should be requested by the professor by the first day of the semester prior to the semester for which the reassigned time is requested. The request should be forwarded to the chair/director, dean, and provost. Each administrator should forward their recommendation to the next level within ten working days. The provost's decision will be made and forwarded to the professor, chair/director, and dean within 30 working days after the request has been made.

In keeping with NKU's learner-centered mission, this award should not have the effect of removing NKU's most accomplished professors from the classroom. Only under extraordinarily compelling circumstances should any combination of this appointment and/or other reassigned time reduce the classroom teaching load to less than 50%. Approval for a teaching load of less than 50% should be extremely rare and will require approval of the chair/director, dean, and provost. In colleges where there is no department or school, the dean will function as department chair in these processes.

### ***Beyond the First Six Years of the Regents Professorship***

Upon selection, the Regents Professor shall carry such title for the remainder of their tenure at the University. The original appointment as Regents Professor provides for reassigned time and a stipend during the first six years of the appointment. Further reassigned time should not be considered an entitlement. However, Regents Professors whose reassigned time has resulted in extraordinary accomplishments and enhanced student learning may be considered for further reassigned time by submitting compelling evidence that their exceptional productivity will continue. Regents Professors may request approval for 25% or 50% reassigned time for a period of 1-3 years. A written request for such consideration, evidence of extraordinary accomplishments and plans for future work should be submitted to the chair/director and copied to the dean and provost by January 1 of the sixth year of the appointment or the last year of approved reassigned time. This request must be sent to the chair/director, dean, and provost. Each administrator should forward their recommendation to the next level within ten days. The provost's decision will be made and forwarded to the professor, chair/director, and dean within 30 working days of the request.

## **II. Selection Process**

From time to time, the Regents Professorship selection committee will invite nominations in the fall. If a Regents Professor is selected, the announcement will be made in the spring. The award will be effective the following fall. The committee will be appointed by the provost and will consist of a representative recommended by the Faculty Senate, the Council of Chairs and the Deans Council and one member who is a distinguished scholar from another university. The provost will appoint additional faculty members to ensure representation from each college and inclusion of a Regents Professor. The Committee will be called together by the provost and will elect a chair.

This committee will be charged to submit an unranked list of recommendations to the provost regarding proposed recipient(s) of the award. The provost will meet with the committee to discuss the strengths and weaknesses of all recommendations. The provost will then forward all names recommended by the committee along with the provost's recommendation to the president who will then forward the president's recommendation to the Board of Regents.

## **III. The Application Process**

The following should be submitted in a three-ring binder on which the nominee's name is clearly indicated:

1. A letter of nomination
2. A curriculum vitae
3. A cover letter from the nominee that makes a prima facie case for his/her excellence in the areas of scholarly/creative work and/or public engagement, identifying examples of outstanding work
4. A brief description of intended research/artistic work/civic engagement planned for the time period covered by the award
5. A letter of support from an NKU colleague in the nominee's academic area

6. A letter certifying the nominee's eligibility and support from the chair/director of the nominee's department/school
7. A letter of support from the dean attesting to the nominee's stature as a scholar, scientist, artist, or public intellectual
8. The name, address, and phone number of three external references. The references shall be scholars or community members who have significant standing in the nominee's academic or public engagement area, who have had no affiliation with NKU, and who have not served as a formal mentor (i.e., former professor) to the nominee. The Provost will have the responsibility for requesting the reference letters.

Supporting materials documenting the nominee's work may include samples of artistic presentations, books, articles, critical reviews, evidence of civic accomplishments and/or successful grant activity. The application materials should demonstrate that the nominee has had a significant positive impact on the lives of students. The materials may also include information on teaching effectiveness and service.

#### **IV. Timeframe for Policy**

The revised policy will be effective immediately. It shall apply to all future Regents Professor nominees. The revision will not impact the current term of any Regents Professor (appointed before fall 2005). However, the consideration of future reassigned time beyond the current term of appointment for all Regents Professors will be guided by the revised policy set forth above. Furthermore, all Regents Professors, both current and future, will be subject to the *Faculty Policies and Procedures Handbook*, including the adherence to the expectation that all full-time faculty members will teach at least 50%.

**Note:** To be considered as the basis for appointment to Regents Professorship, the scholarship of public engagement must be documented as intellectual work characterized by the following: (1) command and application of relevant knowledge, skills, and technological expertise; (2) contributions to a body of knowledge; (3) achievement of intentional outcomes; (4) imagination, creativity, and innovation; and (5) evidence of impact.

Public engagement must be directly linked to the mission of the university and must be assessed as intellectual work. Examples of public engagement activities might include community based research, technical assistance, demonstration projects, impact assessments, policy analysis, and work related to the study or promotion of public engagement. Outstanding public engagement should be documented through appropriate publications or other peer reviewed methods. Peer review might include publications in professional or other appropriate journals; reports prepared for a community partner or to be submitted by a community partner; software or other materials used by a community partner; evidence of external agencies or organizations attesting to the quality of the work, etc. The rigor and impact of the work must be documented.

## **APPENDIX E**

### **GRADUATE ADMISSIONS POLICIES AND PROCEDURES**

#### **Admissions Categories**

- Provisional Admission is defined as missing a required document.
- Conditional Admission is not meeting the minimum admission standards.

#### **Admission Decisions**

Program directors still have discretion when one document is missing; they must appeal to Office of Graduate Education when more than one is missing. Program directors appeal to the Office of Graduate Education for waiver when application does not meet standards.

#### **Minimum Undergraduate GPA**

Minimum undergraduate GPA for admission is 2.5.

#### **Undergraduate Taking Graduate Classes**

A senior from any university within six (6) hours of graduation may take graduate courses if all other admission requirements are met.

#### **Official Transcripts**

Unofficial transcripts allowed for one (1) semester only; student may not register for another semester until the official transcripts have been received and evaluated.

#### **Minimum Hours for Master's Degree**

A base of 30 semester hours is set for all programs and degrees to be awarded.

#### **Culminating Experience**

Some form of culminating experience is required: thesis, project, portfolio, comprehensive exam, or capstone course.

#### **Grading Policy**

Pass/fail is allowed only with the approval of the programs.

#### **Academic Probation**

Graduate students whose GPAs fall below 3.0 will be placed on academic probation. They may remain on probation for two successive semesters. If the GPA is not raised to 3.0 by the end of the second semester, they will be dismissed from the program.

**Number of C Grades Allowed**

Only two (2) C grades will be allowed. At the receipt of the third C grade, the student will be dismissed from the program.

**Advance Standing Exam (ASE)**

Maximum number of hours of credit based on ASE will be nine (9).

**Transfer Credit**

The first professional course will be accepted as transfer if B or better grade was earned and the course is germane to the degree program.

**Transfer Unclassified Credit**

Nine (9) semester hours will be allowed into a degree program. They will no longer be considered as transfer courses.

**Degree Time Limits**

The limit is six (6) years to complete the degree, and six (6) years for viability of courses with the exception of the JD/MBA.

**Thesis/Projects Guidelines**

Three (3) is set as the minimum number of members for thesis/project committees (except for the Master of Science in Nursing (MSN) project – only two (2) are required). All members will have full or associate graduate faculty status. The chair of the committee will be from the student's department/school.

**Time Limit for Completion of Thesis/Project**

The time limit for completing the thesis/project will be one (1) year with additional time at the program director's discretion. The MSN program is exempt from the one year limit.

**Proprietary Information**

The thesis/project will be allowed to be kept from public display for a maximum of one (1) year.

**Waiver of Policies**

A general statement will be included that alerts students that they can appeal any of the procedures.

## APPENDIX F

### INTELLECTUAL PROPERTY POLICY

*The Intellectual Property policy (Fac. Senate, 10.26.2009; BoR, 11.11.2009) was revised into two University policies:*

- [Copyrights](#)
- [Inventions and Patents](#).

*Both policies, which appear below, were approved by the Faculty Senate in its January 29, 2024, meeting and the NKU Board of Regents in its March 12, 2024, meeting.*

### COPYRIGHTS

#### I. POLICY STATEMENT

##### A. RIGHTS AND OBLIGATIONS OF THE PARTIES

###### 1. Traditional Works

In keeping with longstanding academic custom, Northern Kentucky University (NKU or University) recognizes faculty ownership of copyrights in textbooks, monographs, papers, articles, musical compositions, replication packages, software, works of art and artistic imagination, unpublished manuscripts, dissertations, theses, popular nonfiction, novels, poems, and the like that are created by its faculty. Also included are course materials such as syllabi, workbooks, and laboratory manuals. The University has not and will not claim any ownership rights to such Traditional Works. Similarly, the University has not and will not claim ownership of Traditional Works created by its other employees or students.

As copyright owner, the Creator(s) have the rights to use, copy, reproduce, modify, display, perform, distribute, create derivative works, and to permit others to do the same, if their work is an original, tangible, written, visual, or musical work of authorship, and therefore protectable by U.S. and other countries' copyright laws.

As a copyright owner, the Creator(s) shall have the rights to hold and register copyrights in their own name; protect and enforce their copyright interest; and license, transfer, or assign their copyright interest to others, such as publishers or distributors and to collect revenues from doing so.

In all cases other than the exception categories noted below, any and all revenues derived from copyrighted works belong wholly to their Creator(s) or the copyright holder(s) to whom the Creator(s) have assigned their copyright interest.

###### 2. Externally Sponsored Works

In cases where a copyrightable work has been produced with support to NKU from a government agency or other external source whose grant specifies that the copyright for any work created under the grant is the property of the University (as grantee), then, if permitted under the applicable grant terms, the University



assigns the copyright ownership to the work to the Creator(s), subject to the following conditions: (a) the Creator will be bound by all conditions attached to the grant and imposed by the government granting agency or other external source; and (b) if the work is Non-Traditional, (i) the Creator(s) may decide to distribute such work freely and openly without consulting the University; however, if they distribute the work freely, they must accompany distribution with the following statement:

*Permission is hereby granted for non-profit educational and research use of {name of work}. Any other use, for commercial purposes or otherwise, is expressly forbidden without prior written permission of {name of Creator}.*

and (ii) any Creator(s) desiring to license the work for commercial purposes will do so according to the terms set forth in an agreement with the University and any revenue derived from such work will be shared with the University according to the terms described in the agreement in force at the time the grant was received.

### **3. University Sponsored Works**

The University claims ownership in Works for Hire that arise from works created as the result of specific assignments; works supported by a direct allocation of University funds for the pursuit of a specific project; and works that are specially commissioned by the University. For example, works produced in certain University units whose specific mission includes the production of works for instructional, public service, or administrative use and who employ staff and faculty for the purpose of producing such works are deemed to be Works for Hire and, therefore, the property of the University. The University has the rights to hold and register copyright to a Work for Hire in its own name; to protect and enforce its copyright interest; and to license, transfer, or assign its copyright interest to others, such as publishers or distributors, and to collect revenues from doing so.

A faculty member's general obligation to produce scholarly works or to perform curriculum development activities for the faculty member's own courses does not constitute a specific University assignment, nor is the payment of regular salary, the use of office and library facilities, sabbatical, fellowship or internal grant awards, or the provision of incidental clerical support or reasonable data and word processing considered a direct allocation of University funds for the purposes of this paragraph.

A faculty member's work will not be deemed a Work for Hire by virtue of the faculty member's receipt of instructional design support, unless otherwise agreed in writing by the faculty member.

A copyrightable work created by faculty will not be deemed a Work for Hire unless the faculty member agrees to that designation in writing at or near the time the work is commissioned or delivered.

### **4. University Supported Works**

The University claims copyright to works produced with Substantial University Resources. The payment of regular salary, the use of office and library facilities, or the provision of incidental clerical support or reasonable data and word processing is not considered a use of Substantial University Resources for purposes of this paragraph. Receipt and use of instructional design support by a faculty member do not constitute Substantial University Resources, unless otherwise agreed in writing by the faculty member.

All proposals for use of Substantial University Resources must be approved in advance by the Provost or designee, upon recommendation of the Intellectual Property Committee.

Proposals for the use of Substantial University Resources should specify how projected income from the work would compensate the University for its expenditures (including costs associated with obtaining the copyright and in its licensing, sale, enforcement, and use) and how Net Royalties from any income would be distributed.

## **5. Creator Rights and Obligations**

- a. The Creator shall report promptly all University Sponsored Works and University Supported Works to the Office of Graduate Education, Research and Outreach. The disclosure by Creators shall include a disclosure of the circumstances under which the work was created, a description of any University resources that were used, and any financial or other relationship with a third party that might affect the University's rights in the work (for example, any consulting agreements or third-party funding agreements pursuant to which a work was created).

If the Creator is uncertain whether the University claims copyright ownership in a work pursuant to this policy, the work should be disclosed.

This policy shall not be construed to require Creators to disclose or report to the University the creation of Traditional Works.

- b. Upon request, the Creator shall acknowledge in writing the University's ownership of all rights, title, and interest in and to University Sponsored Works and University Supported Works.
- c. The Creator shall cooperate:
  - i. In executing any legal documents that pertain to licensing, sale, use, or other related activities;
  - ii. In any litigation arising out of the work; and
  - iii. In reasonable marketing and commercialization efforts related to the work.
- d. After disclosure to the University of a work, the Creator shall receive notice within a reasonable time of the University's intention to retain title to the work.
- e. The Creator shall receive a share of any royalties or licensing fees that may be due in accordance with an applicable agreement.
- f. The Creator shall receive title to any work for which the University chooses not to retain title.
- g. The Creator shall have the right of timely publication of the work, consistent with any applicable licensing agreement.

## **6. University's Rights and Obligations**

- a. The University shall keep the faculty, staff, and students apprised of the University's policy on copyrightable works and of any university-wide agreements with external sources that may be in effect regarding the evaluation and/or marketing of such works.
- b. After a work is reported, the University shall act in a timely manner to determine whether the University chooses to retain title and thereafter shall give notice within a reasonable time to the Creator(s) regarding whether the University intends to retain title to the work.
- c. The University shall assign to the Creator(s) title to any work subject to this rule and for which the University chooses not to retain title.

## **7. Royalties for University Sponsored and University Supported Work**

"Net Royalties" shall be defined as gross royalties received by the University in each fiscal year minus the sum of the following:

- a. any royalty shared with other entities (e.g., as required by an agreement with a funding source or as the result of an inter-institutional agreement with a co-owner of the University work or as a result of a third-party commercialization partnership) during the corresponding fiscal year and
- b. any fees or costs directly attributable to the University work being licensed incurred during the corresponding fiscal year. Examples of such direct fees are fees for legal advice, fees arising out of litigation, copyright registration fees, trademark registration fees, fees from commercialization, and marketing costs. Indirect University overhead and other University costs normally associated with the operation of a university and not directly attributable to the University work shall not be deducted from gross royalties or otherwise allocated to costs or fees associated with the University work.

For all copyrightable works for which the University receives royalties, the royalties received by the University shall normally be distributed each fiscal year as follows:

- a. Zero dollars (\$0) to ten thousand dollars (\$10,000) in total Net Royalties:  
100% to the Creator(s)
- b. Total Net Royalties in excess of ten thousand dollars (\$10,000) to two hundred fifty thousand dollars (\$250,000):  
60% to the Creator(s)  
40% to the University or NKURF, at the University's option. Allocation within the University will be determined by the Provost or designee on a case-by-case basis.

- c. On total Net Royalties in excess of two hundred fifty thousand dollars (\$250,000):
  - 50% to the Creator
  - 12.5% to the college to support faculty research and creative activity
  - 12.5% to the department, program, or school to support faculty research and creative activity
  - 10% to the University or NKURF, at University's option
  - 15% to the Office of the Provost to provide commercialization support

Any Net Royalties received by the University, department, program, school, or college shall be administered by the Provost's Office and shall be used to support scientific research and education.

If there is more than one Creator, the University shall distribute the Creators' share of any Net Royalties equally by default, or in accordance with their mutually agreed apportionment. In the event the Creators are unable to reach a mutual agreement on apportionment, the Intellectual Property Committee will make a recommendation to the President regarding apportionment, and the President shall decide. College and department, program, or school share of any Net Royalties will be apportioned in accordance with the percentage distributions allocated to the Creators who are associated with the participating colleges and departments, programs, or schools.

Upon the Creator's death, royalties will continue to be paid to the deceased's estate for as long as they are generated.

There may be instances where there are agreements developed in the course of commercialization that change the royalty distribution percentages.

### ***B. PATENT POLICY EXEMPTION***

If a copyrightable work is created by a member of the University Academic Community during the course of making a discovery or invention that falls within the scope of the NKU Inventions and Patents policy and that work is integral to, or embodies a patentable invention, then the copyrightable work shall be treated as part of the invention and shall be covered by the [NKU Inventions and Patents policy](#).

This exemption does not apply to written articles, publications, or presentations describing patentable inventions covered by the NKU Inventions and Patents policy; provided the invention has been properly disclosed to NKU per the Inventions and Patents policy first, these copyrightable works are deemed to be Traditional Works and the copyright thereto is owned by the Creator. Nonetheless, the Creator must make such Traditional Works available to NKU on a royalty-free basis when such materials are needed in connection with the University's efforts to patent or license a discovery or invention.

### ***C. TRANSFER OF INTELLECTUAL PROPERTY TO THE CREATOR(S)***

If the University has determined that a work subject to University copyright ownership under this policy has no likely commercial value, and subject to the terms of any applicable agreements with third parties or legal obligations under which the work was created, the University will consider a request by the

Creator to transfer copyright ownership in the work to the Creator, subject to a no cost irrevocable royalty-free license to the University to use the work for its own non-commercial purposes. The Provost or designee is responsible for reviewing and approving such requests when appropriate. Approval may be conditioned upon reimbursement of the University by the Creator for out-of-pocket expenses the University has incurred in connection with the work, including legal and marketing expenses (if any). The University will act as expeditiously as reasonably possible in considering such requests by Creator(s).

#### ***D. OTHER AGREEMENTS INVOLVING COPYRIGHT***

In some cases, copyright ownership and/or disposition of licensing revenue from copyrighted works may be determined by the terms of another agreement, such as an externally funded grant or sponsored research or professional services contract, or in the case of a Creator signing over their copyright to the University by an explicit and mutual agreement, and which has been signed and dated by both the Creator and University.

In addition, it is not uncommon for investigators to conduct research in cooperation with colleagues at other universities. The University recognizes that to continue these relationships it must be willing to consider a variety of contractual terms and conditions. An agreement put in place between the institutions may supersede this policy.

#### ***E. ASSIGNMENT BY THE UNIVERSITY TO NKURF***

The University may assign its interest in copyrightable works to the Northern Kentucky University Research Foundation (NKURF), which will advise and assist the Office of the Provost in performing its responsibilities under this policy.

#### ***F. TRADEMARKS***

Use of NKU's name, logo, or marks must be consistent with the guidelines established in the [NKU Brand and Visual Identity Guide](#), promulgated by Marketing and Communications. Marks affiliated with intellectual property owned by NKU are also owned by NKU, and all rights are retained by NKU and/or NKURF.

#### ***G. COPYRIGHT NOTICE***

The following notice on University-owned material should be displayed on copyrighted material:

Copyright © (year), Northern Kentucky University.

## **II. ENTITIES AFFECTED/APPLICABILITY**

This policy shall be applicable to all units of Northern Kentucky University (NKU), including its colleges, schools, departments, centers, institutes, and libraries, and to all NKU faculty and staff, and to any other persons, including students, who are aided by the substantial use of University facilities, staff, or funds.

This policy applies to “original works of authorship” protectable under state and federal intellectual property laws irrespective of the format or medium of expression, including written materials; sound recordings; videotapes; films; computer programs; computer-assisted instruction materials; works of art including paintings, sculpture, and musical compositions; and all other material that may be eligible for copyright protection.

### **III. DEFINITIONS**

#### **University Academic Community**

The NKU University Academic Community consists of all members of the NKU faculty (including instructors, lecturers, tenured, tenure-track, visiting, adjunct, research, and clinical faculty), as well as all the University’s postdoctoral fellows, graduate students, and undergraduate students. It also includes administrative personnel/staff and/or volunteers (collectively, referred to herein as “non-faculty staff”).

#### **Creator**

A Creator is a member of the NKU University Academic Community, including non-faculty staff, who creates a unique work that may be eligible for copyright or trademark protection.

#### **Works for Hire**

For purposes of this Copyrights policy only, Works For Hire are (i) either those works created by members of the NKU University Academic Community or by non-faculty staff in the performance of an administrative duty for the University; or (ii) those works created by a member of the NKU Academic Community or non-faculty staff employed by the University on a Work For Hire basis, meaning that the creation was specifically directed by the University for its own use. These agreements must happen prior to the work being undertaken, and be explicit and mutual, as indicated by a signed and dated Work for Hire Agreement in which the parties express their agreement that the University owns the copyright to such works created.

#### **Traditional Works**

Traditional Works include published articles, books (fiction or non-fiction), artworks, music, replication packages, software, instructional materials, and other creative products, regardless of their method of distribution (e.g., whether they are distributed in traditional print form or in digital or electronic form). Instructional materials created by members of the University Academic Community—defined as those resources created specifically for the purposes of instruction, including, but not limited to, syllabi, lectures and lecture notes, and presentations—are considered Traditional Works, and the copyright is owned by their Creator.

#### **Substantial University Resources**

Substantial University Resources are the allocation of a significant amount of money or significant use of specialized equipment or other University resources that have been specifically directed to foster the development of a particular scholarly, artistic, or commercial project. In most cases, start-up funds allocated to new members of the faculty are ordinary resources, not Substantial University Resources. Nonetheless, the University reserves the right in special cases to designate some or all of a start-up package as Substantial University Resources and to require recipients to complete a Standard Copyright Agreement.

By contrast, NKU supports the research and pedagogy of its faculty and students in a variety of manners, including salaries; academic leaves; fellowships; non-contract support from the [Center for Excellence in Teaching and Innovation \(CETI\)](#); course development monies and classroom software; access to scholarly and artistic resources (libraries, media labs, theater infrastructure, and other facilities); various research grants; and ordinary assistance with computer hardware, software, and networking. None of these (or anything analogous) should be considered the allocation of Substantial University Resources for purposes of this Copyrights policy.

For purposes of this Copyrights policy only, government or private sponsored research monies shall not constitute Substantial University Resources. However, agreements related to these monies may result in the University retaining rights to creations developed.

### **Trademark**

A trademark is any word, name, symbol or device, or any combination thereof, whether or not registered as a trademark, that is used to identify goods or services and distinguish them from those manufactured or sold by others.

## **IV. RESPONSIBILITIES/ADMINISTRATION**

The Office of the Provost is responsible for overseeing administration of the University's copyright program, including assuring that valuable property rights are retained by the University in a manner consistent with this policy and the following:

1. Provide information on copyrights and the University Copyrights policy to the University Academic Community.
2. In consultation with the Office of General Counsel and Vice President for Legal Affairs, determine the rights of the University in any copyrightable works created or to be created with Substantial University Resources.
3. Develop and approve agreements for the use of Substantial University Resources in the creation of copyrightable works.
4. Provide assistance in securing the copyright to any works in which the University has rights.
5. Exercise responsibility for marketing, licensing, or distributing copyrightable works in which the University has rights.
6. Arrange distribution of royalty income.
7. Subject to the supervision of the contracting officer, approve terms for licensing, sale, assignment, transfer, or other disposition of the University's property rights in copyrightable materials.

The Provost has directed the Office of Graduate Education, Research and Outreach to be primarily responsible for these functions.

## **V. POLICY DETERMINATIONS; INTELLECTUAL PROPERTY COMMITTEE**

Determinations to be made by the University under this policy, including whether to claim or retain title to a copyrightable work, shall be made by the Provost or designee.

In addition, there shall be established a university Intellectual Property Committee, which shall report to the Provost or designee. The committee shall be composed of no more than five (5) members, three (3) appointed by the Provost or designee, and two (2) appointed by the president of the Faculty Senate, and shall be chaired by one of the members.

Specific functions of the Intellectual Property Committee shall be the following:

- A. Provide advice, as requested, to the Provost or designee as to whether the University should:
  - 1. Prepare and prosecute an intellectual property application on a university work.
  - 2. Determine if a reported work falls outside the scope of this policy.
  - 3. Waive some or all University rights in a university work to the Creator(s).
- B. Act as a fact-finding body and make recommendations to the Provost or designee on any disagreements arising out of the administration of this policy.
- C. Resolve disputes between the Creator and the University.

The Provost designates the Vice Provost of Graduate Education, Research and Outreach as its designee for purposes of this section.

## **INVENTIONS AND PATENTS**

### **I. POLICY STATEMENT**

Northern Kentucky University (NKU or University) is a public institution devoted to teaching, research, service, and other scholarly activities. The Northern Kentucky University Research Foundation (NKURF) is organized to support NKU's efforts to promote the development, implementation, and coordination of extramurally-sponsored programs and other projects that further the mission of the University.

In the course of conducting their University responsibilities and research activities, NKU faculty, staff, other employees, and students create, add to, and disseminate knowledge. These activities typically are supported by NKU resources and/or by contracts or grants with outside sponsors. NKU will disseminate such knowledge, to the extent allowed and possible, for the public good. In this context, facilitating the process whereby NKU inventions may be put to public use and/or commercial application is an important aspect of the service mission of NKU.

This policy defines and establishes the respective rights, equities, and obligations of NKU and its faculty, staff, other employees, and students with respect to patents, inventions, and potentially patentable discoveries. The license and other revenues from Inventions owned by NKU are distributed according to the formula set out in this policy.

Copyrightable works are covered in the separate [Copyrights](#) policy.



## ***A. POLICY SCOPE AND APPLICABILITY***

This policy applies to all patents, inventions, and potentially patentable discoveries created by the members of the NKU faculty (including instructors, lecturers, tenured, tenure-track, visiting, adjunct, research, and clinical faculty), staff, and other employees (including student employees), where such Inventions were created either within the scope of such individual's University responsibilities or with resources provided by the University (including use of laboratory or other University spaces, use of University equipment or other infrastructure, or with University funding).

This policy also applies to all patents, inventions, and potentially patentable discoveries created by students, volunteers, visitors, and other individuals who are not University employees, where such Inventions were created with more than incidental use of resources provided by the University (including use of laboratory or other University spaces, use of University equipment or other infrastructure, or with University funding).

To the extent possible, NKU will notify students of the ownership status of Inventions and other intellectual property resulting from institutional projects before work has started.

NKU does not own, and this policy does not govern, the intellectual property of students who create patents, inventions, and potentially patentable discoveries with no more than incidental use of University resources. Such incidental use may consist of, for example, ordinary use of space in residence halls, libraries, and other spaces generally accessible by students and ordinary use of University internet and other services generally available to students.

NKU faculty, staff, other employees, students, and other individuals who create patents, inventions, and potentially patentable discoveries within the scope of their University employment responsibilities or with resources provided by the University, as described in this section, are referred to herein as "Innovators." All such patents, inventions, and potentially patentable discoveries are referred to herein as "Inventions."

## ***B. RIGHTS AND OBLIGATIONS OF THE PARTIES***

### **1. Ownership of Inventions**

Except as expressly stated in this policy, NKU owns all rights to and legal interests in Inventions, and Innovators assign all of their rights to and legal interests in Inventions to NKU. NKU may license, transfer, assign, sell, or otherwise dispose of its interests in Inventions in accordance with this policy and other applicable legal authorities. For example, NKU may license Inventions to NKURF for any purpose, including to market and commercialize the Invention.

Ownership of Inventions also may be determined according to the terms of agreements between NKU and other parties, including contracts with research sponsors. In addition, funding obligations may require that NKU take assignment of Inventions arising from certain agreements and projects.

## **2. Innovator Obligations and Rights**

### **a. Innovator Obligations**

- i. The Innovator shall report all Inventions promptly to the Office of Graduate Education, Research and Outreach. The Innovator makes this report by completing and submitting the appropriate Intellectual Property Disclosure Form.
- ii. Upon request, the Innovator shall acknowledge in writing the University's ownership of all rights, title, and interest in and to the Invention.
- iii. The Innovator shall cooperate with the University:
  - (a) In executing declarations, assignments, or other documents as may be necessary in the course of Invention evaluation, patent prosecution, or protection of patents or analogous property rights to assure that title in such Inventions shall be held by the University or by such other parties designated by the University as may be appropriate under the circumstances;
  - (b) In any litigation, dispute, or controversy that arises out of, or is related to, the Invention;
  - (c) In reasonable marketing efforts related to the Invention;
  - (d) In providing any information, data, or knowledge related to the Invention necessary for the University to evaluate the commercial potential of the University's rights in the protectability of and the technical feasibility of the Invention;
  - (e) To execute all papers necessary to obtain appropriate legal protection for the Invention.
- iv. If, at its sole discretion, the Innovator wants to assign to NKU its rights to intellectual property developed that may not be otherwise assigned to NKU, the Innovator may do so, provided that NKU reviews and accepts it.

### **b. Innovator Rights**

- i. Upon disclosure to NKU of an Invention, the Innovator shall receive notice within a reasonable time of the University's intention to file or not to file for intellectual property protection or to otherwise retain title to the Invention.
- ii. The Innovator shall receive a share of any royalties or licensing fees and any stock or other ownership interests ("Net Revenue") received for the Invention.
- iii. The Innovator shall receive title to any Invention for which the University chooses not to retain title, subject to the following conditions:

- (a) The University retains a royalty-free, perpetual non-exclusive license to make, have made, and use the Invention and any improvement thereon for research and educational purposes;
- (b) The transfer of title complies with any overriding obligations to outside sponsors of research and third parties, including federal agencies;
- (c) In the case of multiple Innovators, all the Innovators have reached a written agreement as to the disposition of title; and
- (d) The Innovator(s) shall have the right of timely publication of their findings consistent with any applicable licensing agreement. Delays over ninety (90) days in length shall require Innovator approval.

### **3. University's Obligations**

- a. The University shall keep faculty, staff, and students apprised of this policy through means that include a website containing links to relevant University rules and any associated commentary and forms.
- b. After an Invention is reported, the University shall act in a timely manner to determine whether the University chooses to retain title and/or to determine whether an intellectual property application should be filed and to inform the Innovator of its determination.
- c. For any Invention subject to the Bayh-Dole Act, the University shall inform the Innovator of the University's election to take title from the sponsoring agency and comply with federal obligations.
- d. The University shall distribute any royalties or licensing fees according to this policy.
- e. The University shall assign to the Innovator title to any Invention for which the University chooses not to retain title subject to the conditions set forth in this policy, subject to any then-existing legal limitations, requirements, and other terms, including the terms of a sponsored research contract.

### ***C. INTELLECTUAL PROPERTY DISCLOSURE FORM***

Whenever an NKU faculty, staff, other employee, student, or other Innovator operating under the scope of this policy creates or obtains research results that may have commercial value or have been reduced to practice in accordance with federal laws, the Innovator shall notify the Office of Graduate Education, Research and Outreach in writing via an official Intellectual Property Disclosure Form before a public disclosure takes place.

The form will be reviewed by the Office of Graduate Education, Research and Outreach and the NKURF Board, and a decision will be communicated to the Innovator.

The decision shall convey one of three alternatives:

1. **ELECTED.** If NKU and the NKURF Board find potential commercial value in the Intellectual Property Disclosure or are obligated by legal or contractual agreements, NKU will notify the Innovator(s) that it has “ELECTED to Retain Title” and will move forward with protecting and marketing of the disclosed Invention. The Office of Graduate Education, Research and Outreach will apprise the Innovator, in writing, every six months of all marketing and development activities NKU has undertaken with respect to their Intellectual Property Disclosure. It is important to have a close working relationship between the Innovator and the Office of Graduate Education, Research and Outreach. The Innovator’s knowledge of their research and of companies active in related technologies are key elements of the technical and market assessment for an Invention and of the search for licensees. If the Innovator is unsatisfied, they may appeal to the Intellectual Property Committee for a release of the Invention as described in the Intellectual Property Disclosure. NKU and/or NKURF may retain assistance from third-parties in the course of this process; these person(s) will be subject to confidentiality requirements and will comply with all NKU policies.
2. **PENDING.** NKU encourages full disclosure as early as possible in the development process. If the Invention is not yet reduced to practice, the Office of Graduate Education, Research and Outreach or designee shall provide feedback and place the Intellectual Property Disclosure in a “PENDING” status until further developments are disclosed. When an Intellectual Property Disclosure is placed in “PENDING” status, the Office of Graduate Education, Research and Outreach shall work with the Innovator to define what steps need to be taken to ready the Invention for re-evaluation. Once such steps are undertaken and new information is provided, the Office of Graduate Education, Research and Outreach shall re-activate the file and treat it as a new Intellectual Property Disclosure. Innovators will be required to provide an amendment to the Intellectual Property Disclosure form with the new information.
3. **NON-ELECTED.** If NKU or the NKURF Board finds there is not enough potential commercial value in the Intellectual Property Disclosure to warrant further NKU investment, they will notify the Innovator that NKU has “Not Elected to Retain Title” and will either release title to the federal sponsor, third-party per contractual terms, or offer to release title to the Innovator upon receipt of their formal written request. Should an improvement to the Invention be developed such that there may be commercial value, and said improvement was made with University resources, the improvement should be reported with a new Intellectual Property Disclosure Form for review by NKU and NKURF.

The Office of Graduate Education, Research and Outreach shall also notify the chairperson of the Innovator’s department, program, or school and the appropriate dean or vice president:

1. At the time of Intellectual Property Disclosure that the disclosure of an Invention has been made; and
2. At the time of the notice to the Innovator described in this section, made by providing a copy of such notice and the decision therein conveyed.

#### ***D. RELEASE OF INTELLECTUAL PROPERTY***

If NKU or the NKURF Board elects to release ownership rights to the Innovator, the Innovator shall be free, subject to law and prior agreements, to proceed independently only with respect to the specific Invention disclosed.

#### ***E. DEVELOPMENT OF TECHNOLOGY***

Upon NKU's election to retain title to an Invention, the University shall make every reasonable effort to develop the intellectual property, including retaining third-party assistance as appropriate. Costs for such development may be covered by grant (when allowable), departmental or central administration funds, or other agreements.

Development options include, but are not limited to, the following:

1. evaluating and processing the Invention through a provisional patent application or other form of intellectual property protection filed by NKU or NKURF;
2. partnering with a patent management firm or a third-party commercialization partner, such as Kentucky Commercialization Ventures, for evaluation and processing;
3. licensing or selling to a commercial firm; and
4. negotiating and holding equity positions with company(s) willing to commercialize the intellectual property.

#### ***F. ROYALTIES***

"Net Royalties" shall be defined as gross royalties received by the University in each fiscal year minus the sum of the following:

1. any royalty shared with other entities (e.g., as required by an agreement with a funding source or as the result of an inter-institutional agreement with a co-owner of the University invention or as a result of a third-party commercialization partnership) during the corresponding fiscal year and
2. any fees or costs directly attributable to the Invention being licensed incurred during the corresponding fiscal year. Examples of such direct fees include, but are not limited to, patent filing fees, fees for patent searches and legal advice, fees arising out of litigation, trademark registration fees, fees from commercialization, and marketing costs. Indirect University overhead and other University costs normally associated with the operation of a university and not directly attributable to the Invention shall not be deducted from gross royalties or otherwise allocated to costs or fees associated with the Invention.

For all Inventions for which the University receives royalties, the royalties received by the University shall normally be distributed each fiscal year as follows:

1. Zero dollars (\$0) to ten thousand dollars (\$10,000) in total Net Royalties:
  - 100% to the Innovator
2. Total Net Royalties in excess of five thousand dollars (\$5,000) to two hundred fifty thousand dollars (\$250,000):
  - 60% to the Innovator
  - 40% to the NKURF
3. On total Net Royalties in excess of two hundred fifty thousand dollars (\$250,000):
  - 50% to the Innovator
  - 12.5% to the college to support faculty research and creative activity
  - 12.5% to the department, program, or school to support faculty research and creative activity
  - 10% to the NKURF to fund intellectual property protection
  - 15% to the Office of the Provost to provide commercialization support, such as market analysis and prototype development

The University shall annually provide a report to the College with which the Innovator is associated identifying the Net Royalties received by the University associated with the Invention.

Any Net Royalties received by the University, department, program, school, or college shall be administered by the Provost's Office and shall be used to support scientific research and education.

If there is more than one Innovator, the University shall distribute the Innovators' share of any Net Royalties equally by default, or in accordance with their mutually agreed apportionment. In the event the Innovators are unable to reach a mutual agreement on apportionment, the Intellectual Property Committee will make a recommendation to the President regarding apportionment, and the President shall decide. College and department, school, or program share of any Net Royalties will be apportioned in accordance with the percentage distributions allocated to the Innovators who are associated with the participating colleges and departments, school, or programs.

There may be instances where there are agreements developed in the course of commercialization that change the royalty distribution percentages.

Upon the Innovator's death, royalties will continue to be paid to the deceased's estate for as long as they are generated.

### ***G. RESEARCH AGREEMENTS INVOLVING INTELLECTUAL PROPERTY RIGHTS***

It is not uncommon for university investigators to conduct research that is funded by private industry and/or foundations. It is also not uncommon for investigators to conduct research in cooperation with colleagues at other universities. The University recognizes that to continue these relationships, it must be willing to consider a variety of contractual terms and conditions. In order to protect the academic freedom tradition within the University, to assist investigators in evaluating

proposals, and to protect the University's interest in Inventions, to the extent possible, the following policies shall apply to these relationships:

1. For the purpose of assuring any rights the University may have and may choose to retain in Inventions are appropriately protected, all agreements with private industry, with foundations, or with other universities utilizing University resources to conduct research shall be reviewed and approved by the Office of Graduate Education, Research and Outreach.
2. Consulting: It is the responsibility of individual members of the NKU community to ensure that the terms of their consulting agreements with third parties do not conflict with this policy or any of their other commitments to NKU. Such individuals do not have the right to assign ownership of or to license Inventions that are owned by the University, unless otherwise agreed in writing in advance by the Office of Graduate Education, Research and Outreach. Each individual should (a) make clear the nature of their obligations to NKU to any third party for whom the individual expects to consult and (b) inform such third parties of NKU's Inventions and Patents policy and Copyrights policy, and further inform third parties that such policies are available online on the [NKU policy website](#). More specifically, the scope of any consulting services should be expressly distinguished from the scope of research commitments at NKU and should not utilize any NKU facilities or resources without first consulting with the Office of Research, Grants and Contracts to establish an appropriate Sponsored Research Agreement. Rights to inventions arising from a business or industry sponsored research project should be prescribed in the Sponsored Research Agreement.
3. The University shall protect the right to publish as provided in the NKU [Copyrights](#) policy.
4. The University shall agree that proprietary information or materials received from a private entity remain the property of that entity, subject to the terms of a written agreement, which shall provide for clear designation of information that is considered to be proprietary in nature, the scope of the information or material, and the method of protection.

#### ***H. PUBLIC DOMAIN PREFERENCE***

NKU will not assert intellectual property rights when Innovators have placed their inventions in the public domain, provided the Innovator(s) disclosed the invention(s) first to NKU, along with the Innovator's request that they be allowed to disseminate the intellectual property by placing it in the public domain, and NKU has agreed to the request. After review by NKU, and with written permission, the Innovator (or Innovators acting collectively when there are more than one) is free to place an invention in the public domain for non-commercial, academic dissemination purposes if that would be in the best interest of the invention, and if doing so is not in violation of the terms of any agreements that supported or governed the work. NKU reserves the right to use inventions for student engagement and educational purposes.

## **II. RESPONSIBILITIES/ADMINISTRATION**

The Office of the Provost is responsible for overseeing administration of the University's patent program and designates the Office of Graduate Education, Research and Outreach to be primarily responsible for the following functions:

- A. Act upon recommendations of NKURF.
- B. Authorize commitment of resources necessary to carry out NKURF recommendations.
- C. Annually, or at such other intervals as the NKURF Board shall direct, provide the Board with a summary report of the University's intellectual property and licensing activity, including total revenues derived from all outstanding technology transfer contracts for the period covered by the report as well as current problems, issues, and trends.
- D. Function as a contact point and resource with regard to NKU's Patents and Inventions policy and Copyrights policy, and as the liaison to Kentucky Commercialization Ventures or any other third-party commercialization partner.
- E. Receive reports of all Inventions.
- F. Exercise responsibility for assessing the commercial potential of Inventions.
- G. Control the preparation and prosecution of intellectual property applications and maintenance of any issued intellectual property assets on Inventions governed by this policy, in collaboration with the Office of General Counsel and outside contracted vendors as appropriate.
- H. Exercise responsibility for marketing Inventions.
- I. Approve terms for licensing, sale, assignment, transfer, or other disposition of the University's intellectual property rights in Inventions.
- J. Comply with legal and sponsor obligations related to the intellectual property.

## **III. POLICY DETERMINATIONS; INTELLECTUAL PROPERTY COMMITTEE**

Determinations to be made by the University under this policy shall be made by the Provost or designee.

In addition, there shall be established a University Intellectual Property Committee, which shall report to the Provost or designee. The committee shall be composed of no more than five (5) members, three (3) appointed by the Provost or designee, and two (2) appointed by the president of the Faculty Senate, and shall be chaired by one of the members. Specific functions of the Intellectual Property Committee shall be the following:

- A. Provide advice, as requested, to the Provost or designee as to whether the University should:
  - 1. Prepare and prosecute a provisional patent or other intellectual property application on an Invention.



2. Determine if a reported invention or discovery falls outside the scope of this policy (i.e., is not an Invention).
  3. Waive some or all University rights in an Invention to the Innovator(s).
- B. Act as a fact-finding body and make recommendations to the Provost or designee on any disagreements arising out of the administration of this policy.
  - C. Resolve disputes between the Innovator and the University that cannot be resolved by NKURF.

The Provost designates the Vice Provost of Graduate Education, Research and Outreach as its designee for purposes of this section.