

## **ARTICLE 1**

### **AGREEMENT**

This Agreement is made and entered into by and between New Mexico Highlands University, hereinafter referred to as the "University," and the New Mexico Highlands University Faculty Association, hereinafter referred to as the "Association."

## **ARTICLE 2**

### **DEFINITIONS**

2.1 Unless otherwise specifically defined elsewhere in this Agreement, the following definitions shall be applicable throughout the Agreement:

2.1.1 "Bargaining Unit" shall mean all tenured and tenure-track faculty members at NMHU with less than 50% administrative release time.

2.1.2 "University" shall mean New Mexico Highlands University or NMHU.

2.1.3 "Association" shall mean the New Mexico Highlands University Faculty Association.

2.1.4 "Board" shall mean the New Mexico Highlands University Board of Regents.

2.1.5 "Faculty" shall mean all Bargaining Unit faculty unless explicitly stated otherwise.

2.1.6 "President" shall mean the chief executive officer of New Mexico Highlands University.

2.1.7 The use of the term "Chair" shall mean the Department Chair for each academic unit with a designated Chair, and the Dean of the School for those academic units without a designated Chair.

2.1.8 The use of one gender term shall be interpreted as including the other gender.

2.1.9 "Day" shall mean one working day.

**ARTICLE 3****RECOGNITION**

The University recognizes the Association as the sole and exclusive representative of the members of the Bargaining Unit for purposes of collective bargaining with the University. This Agreement acknowledges the Faculty, through Faculty Senate, as a partner in shared governance with the University's Administration and Board of Regents.

## ARTICLE 4

### AGREEMENT CONTROL

4.1 This Agreement has been executed and will be implemented in accordance with the Constitution and laws of the State of New Mexico.

4.2 If any University policy, regulation, or directive conflicts with any provision of this Agreement, the Agreement provision will control.

4.3 This Agreement may only be modified or waived through a written agreement between the parties.

4.4 The University will not implement any change that specifically conflicts with, and will abide by, the terms of the Agreement.

4.5 Unless otherwise specifically stated herein, the provisions of this Agreement shall be applied to all members of the Bargaining Unit.

4.6 This Agreement supersedes the *Faculty Handbook* with respect to members of the Bargaining Unit for any matter addressed in this Agreement. For those issues not covered in this Agreement, but covered in the *Faculty Handbook*, the most recent *Faculty Handbook* shall apply.

## **ARTICLE 5**

### **FUTURE NEGOTIATING PROCEDURES**

5.1 Negotiations for a successor agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred fifty (150) calendar days and no later than one hundred twenty (120) calendar days prior to this Agreement's termination date. Within five (5) work days of receipt notice, the party receiving the request for bargaining shall meet with the party initiating the request to determine a mutually agreed upon time and place to begin negotiations.

5.2 If the parties have not reached agreement on a successor agreement before this Agreement terminates, the Agreement shall remain in full force and effect until a successor agreement is negotiated and ratified.

5.3 An impasse in collective bargaining negotiations shall be resolved in accordance with the procedures set forth in the "New Mexico Highlands University Labor Management Relations Resolution."

**ARTICLE 6****NO STRIKE OR LOCKOUTS**

6.1 The Association and its members will not encourage, support or participate in any strike as defined in the “New Mexico Highlands University Labor Management Relations Resolution.”

6.2 The University will not cause, instigate or engage in lockouts of faculty.

## ARTICLE 7

### INDIVIDUAL FACULTY RIGHTS

7.1 Members of the Bargaining Unit may use University phones, fax machines, computers, e-mail, internet connections, and copiers (hereinafter referred to collectively as "University resources" for personal use, including Association activity, consistent with this article. Faculty members should be mindful of the necessity for conducting themselves with the highest ethical principles; of avoiding any action that may be viewed as a violation of the public trust in the use of these University resources; and of their responsibility to act so that others are not deprived of access to these same resources as they perform their duties. It is the faculty member's responsibility to ensure that his or her use of University resources cannot be misconstrued as the actions of the University. Faculty members do not have a right or expectation to privacy as it relates to information or data contained on or accessed through such University resources.

7.2 The obtaining or viewing of information or data contained on or accessed through University resources will occur only under the following conditions: a) the University Affirmative Action Officer is physically present and b) the said purpose of obtaining information or data is stated in writing and authorized by the President of the University. Any information or data obtained shall be held in strict confidence and released only to the University Administration and to the Faculty Affairs Committee, if appropriate. The use and release of any information or data obtained shall follow state and federal statute. Faculty members are responsible for the safekeeping and care of University resources in their possession.

7.3 General Guidelines: The personal use of such University resources is permitted only in

7.3.1 The cost to the University must be negligible.

7.3.2 The use must in no way undermine the use of University resources for official purposes.

7.3.3 The faculty member must make clear that the use neither expresses nor implies sponsorship or endorsement by the University.

7.3.4 The use must not interfere with an faculty member's obligation to carry out University duties.

7.3.5 The use must be consistent with state and federal laws regarding obscenity, libel, or the like and state and federal laws and University policies prohibiting the use of University resources for political activity and the marketing of products or services.

7.3.6 Users should be aware that internal or external audit or other needs may require examination of uses of University resources and should not expect such uses to be free from inspection.

compliance with the following criteria:

In applying these guidelines, each case will depend upon the particular circumstances and other important factors, such as materiality or reasonableness. Faculty members should consult with their Chair in advance if they have any questions about appropriateness of certain practices.

7.4 University desk phones and fax machines are for business purposes. As such, personal calls and faxes should be kept to a minimum. In the event that it is necessary to make a personal long distance call, the call should be charged to a faculty member's personal credit card or home phone whenever possible. If a personal long distance call or fax is charged to a University desk phone or fax machine, the faculty member is responsible for identifying that the call is personal on the monthly statements sent from Information and Technology Services and for reimbursing the University for such calls.

## ARTICLE 8

### ASSOCIATION RIGHTS

The Association, as the exclusive representative for all members of the Bargaining Unit, has the following rights:

8.1 Use of Bulletin Board Space. The Association shall be permitted to use bulletin board space on faculty bulletin boards in academic buildings on University campuses to post Association announcements and information. No material that is libelous, of a partisan political nature or which is of a personally derogatory nature shall be posted by the Association. The University may remove any material which violates this provision.

8.2 Use of University Property. The Association shall be allowed to schedule and conduct meetings at University campuses by reserving space for such meetings in accordance with policy or approved procedures established by the University as long as doing so does not interfere with instruction or administrative activities.

8.3 Use of University Mail and Email. The Association shall have the right to use campus mail and electronic communication such as email for Association business and to communicate with the members of the Bargaining Unit.

## ARTICLE 9

### MANAGEMENT RIGHTS

- 9.1. Reserved Rights. The University's right to manage its business and affairs, to hire, terminate, promote and direct the workforce, is unqualified so long as this right is not expressly abridged by a provision of this Agreement.
- 9.2 Sole and Exclusive Rights. The sole and exclusive rights of management, except to the extent abridged by this Agreement, shall include, but are not limited to the following rights:
- 9.2.1 To interpret the mission of the University and the methods and means necessary to efficiently fulfill that mission, including organizational structure, the contracting out for or the transfer, alteration, curtailment or discontinuance of any services.
  - 9.2.2 To determine the size and composition of the faculty.
  - 9.2.3 To hire, assign, transfer, and promote faculty.
  - 9.2.4 To discipline faculty and to terminate faculty for just cause.
  - 9.2.5 To schedule hours and assign workload.
  - 9.2.6 To appoint and remove academic deans, chairs, and coordinators.
  - 9.2.7 To formulate financial and accounting procedures.
  - 9.2.8 To make technological improvements and change production methods.
  - 9.2.9 To promulgate and require faculty members to observe University rules and regulations.
  - 9.2.10 To subcontract work for business reasons.
- 9.3. Incorporation by Reference. It is acknowledged by the parties that there are statutes, regulations and University policies that are and have been operative in the administration of the rights, entitlements and responsibilities hereunder, i.e., insurance, travel, judicial or administrative redress, etc. and that such enactments, promulgations and adoptions are subject to change and repeal at the discretion of the University. To the extent such changes or repeals may occur during the term of this agreement, the results are deemed to be part of this agreement.

## ARTICLE 10

### OUTSIDE EMPLOYMENT

10.1 The primary responsibility of faculty member is to render to the University her/his most effective commitment to teaching, scholarship, and service. At the same time, consulting and other outside activities of a professional nature are encouraged by the University where such activities give the faculty member experience and knowledge valuable to professional growth and development. These activities may help the faculty member make worthy contributions to knowledge, or contribute to instructional programs, or otherwise make a positive contribution to the University, community, or profession (discipline).

10.2 No outside service or enterprise, professional or other, should be undertaken that interferes with the faculty member's primary responsibility to the University. While a member of the faculty is allowed to engage in outside professional activities, this must be clearly subordinate to his or her teaching, advising, research, and University service responsibilities.

10.3 The faculty member should, in writing, inform and request approval from the Dean prior to taking on an outside activity that requires anything more than a *de minimus* amount of the faculty member's time. Such planning is in the best interest of the faculty member, the School, the College, and/or the Department and the University. The University and the Association agree that a full time faculty member's position with the University shall be the primary source of employment.

## ARTICLE 11

### FRINGE BENEFITS

The Association recognizes that some fringe benefits and conditions on benefits are set and regulated by the State and/or Federal Government. However, in cases where faculty input is possible, such as the decision to change a health care provider, the Association must be included' in the decision-making process. Whenever such a change is under consideration, the Association should be notified and included in the negotiations.

Eligible employees, as defined in this agreement, and eligible family members\* as defined by Risk Management Division (RMD) may participate in the following plans offered by RIVID. Each fiscal year, RMD may offer an open/switch enrollment period. Payment for these benefits shall be based on rates established by RMD for participating members. The Employer shall contribute the amount required for such payments. Eligibility, effective dates, and change of status rules are defined by RMD. The following benefits are subject to change by RMD.

\*eligible family members include: lawful spouse, unmarried natural children up to the age of 25, adopted children, stepchildren, and domestic partners (affidavit must be completed)

#### GSD/Risk Management Division/Shared Cost\*

Medical Coverage (CIGNA, Blue Cross/Blue Shield, or Presbyterian)

Prescription Drug Benefit (Express Scripts (cost included in medical coverage)

Dental Coverage (Delta Dental)

* If Salary is less than 14,999 =	NMHU pays 75%	Employee pays 25%
* If Salary is = or < 19,999 =	NMHU pays 70%	Employee pays 30%
* If Salary is = or < 24,999 =	NMHU pays 65%	Employee pays 35%
* If Salary is = or > 25,000 =	NMHU pays 40%	Employee pays 60%

#### GSD/Risk Management Division/Paid 100% by Employee

Vision Service Plan

#### GSD/Risk Management Division/Paid 100% by NMHU

\$50,000 Term Life & Accidental Death and Dismemberment (Standard Life):

Cost: *\$6.24/pay/employee*

Employee Assistance Program (CIGNA)-Cost: *\$.84/pay/employee*

State of New Mexico Long-Term and Short Term Disability (cost included in term life and AD&D cost)

Administrative Fees to RMD – Cost: *\$.60/pay/employee*

GSD/Risk Management Division/Supplemental Program-100% paid by Employee

Legal Insurance – Regular and Senior Advocate

Additional Term Life Insurance (Standard Life) for employee and dependents

Flexible Spending Accounts0Medical, Dependent Care, and Transportation Reimbursement (ASI)

Supplemental Whole Life (Globe Life)

#### OTHER BENEFITS

Employee Tuition Waivers (paid by NMHU)

Dependent Tuition Waivers (tuition paid by NMHU/fees paid by employee)

Worker’s Compensation (paid by NMHU/quarterly fees paid by employee and NMHU)

State Unemployment Insurance (paid by NMHU)

Voluntary Supplemental Accident, Cancer, Disability Insurances offered by various carriers (100% paid by employee)

Supplemental AD&D & Term Life (UNUM)

Auto/Home Insurance (Met Life/Liberty Mutual (100% paid by employee-group rates)

#### RETIREMENT

Educational Retirement (administered by ERB)

FY2007 Rate (gross pay):	employee – 7.75%	NMHU – 10.15%
FY2008 Rate (gross pay):	employee – 7.825%	NMHU – 10.90%
FY2007 Rate (gross pay):	employee – 7.90%	NMHU – 11.65%
FY2007 Rate (gross pay):	employee – 7.90%	NMHU – 12.40%
FY2007 Rate (gross pay):	employee – 7.90%	NMHU – 13.15%
FY2007 Rate (gross pay):	employee – 7.90%	NMHU – 13.90%

Membership in the educational retirement act is a condition of employment.

An Alternative Retirement Plan (ARP) is available to new faculty. The election must be made within ninety (90) days of employment and is irrevocable.

Optional Retirement Plans (100% employee contribution)

All members of the Bargaining Unit shall be eligible to participate in an optional retirement plan (403(b) and 457(b) accounts). Contribution limits are established by the Internal Revenue Service each calendar year.

Retiree Health Care (employee pays .0065 of total gross pay/NMHU pays .013 of total gross pay)

## ARTICLE 12

### WORKLOAD AND WORK HOURS

- 12.1 The normal teaching load is 24 credit hours per academic year. Overloads are discouraged by the North Central Association and other accrediting bodies. However, under exceptional circumstances, overloads may be granted. Faculty members, who are asked to teach in excess of 24 hours per academic year, 12 hours per semester, including release time, will receive overload contracts.
- 12.2 Faculty at New Mexico Highlands University have non-teaching duties that are instrumental to the viability and health of the institution. Non-teaching duties and activities of the faculty include advising, research and scholarly activities and service to the University and the community. In certain instances, department, administrative, research, or committee loads may justify release from teaching one or more classes. The VPAA will consider release time based on the recommendation of the Chair. If a faculty member secures a grant through New Mexico Highlands University, release time may be granted from teaching duties (also see Article 13, Work Under External Funding).
- 12.3 Final preparation and submission of teaching schedules and mode of delivery shall be the responsibility of the Chair in consultation with the faculty in each discipline. Schedules will be submitted to the respective Deans for review and approval after agreement by the Department/School faculty in a department or discipline meeting.
- 12.4 During or prior to the semester, requests for changes in a faculty member's teaching schedule and/or the mode of delivery of a course may be initiated by the faculty member, Chair or Dean. Deans may approve requested changes only after consultation with the faculty member and Chair.
- 12.5 Faculty members are required to be available to students by scheduling and honoring office hours and by special appointment when necessary. It is required that a faculty member make herself available five hours per week, over at least three days, during normal working hours. These hours shall be posted on the faculty member's office door and on Banner Web. In extraordinary circumstances, exceptions may be approved by the Dean.
- 12.6 Members of the full-time faculty are engaged and paid on the basis of an academic year contract, including days when the university is open and classes are not in session.

The work year is normally defined by the academic calendar. Participation in faculty development week and commencement exercises is required. Unapproved absences will result in leave without pay. Under exceptional circumstances an absence may be approved by the Dean.

- 12.7 Whenever a faculty member has to be absent during the time of scheduled classes, a written request indicating a reason for the planned absence and the provisions for classes to be missed must be submitted to the Chair for approval. In any event, every effort should be made to find alternatives (e.g., substitute instructors, work assignments) to the cancellation of classes.
- 12.8 For unforeseen absences due to emergencies, the faculty member shall notify the Chair so that steps for meeting or canceling class may be taken.
- 12.9 The University does not attempt to enforce an eight hour working day for teaching faculty. However, faculty members who are absent from their offices during normal working hours should leave with their secretaries information as to where they might be reached.
- 12.10 Faculty members are required to provide their personal telephone number and mailing address to the Chair.

## ARTICLE 13

### WORK UNDER EXTERNAL FUNDING

Certain externally funded grants provide funds for release-time as part of the grant award. It is incumbent upon the faculty member to request and receive permission from both the Chair and the School or College Dean to submit a grant proposal that contains a request for release-time funding. Once the grant is awarded, the faculty member will receive the release time, unless the VPAA determines that student enrollment and/or necessary course offerings, plus the failure of a legitimate effort to find replacement faculty, dictate circumstances that require that the faculty member forego his or her release time for the purpose of teaching.

Faculty members participating in grant proposals should ensure that those proposals include provisions for release time, if appropriate, to enable reimbursement to the University, and to allow for faculty participation in that release time from normally assigned teaching duties. In ~~such~~ cases where release time from teaching duties is not feasible, the faculty member may be provided an administrative “overload” supplemental contract for additional duties incurred with the grant with the following provisos:

- a. The administrative “overload” supplemental contract amount will not exceed 15% of the faculty member’s academic year contract amount;
- b. The School and/or discipline will not be adversely affected by the faculty member’s involvement in the project;
- c. The funding agency approved the project without release time;
- d. The funding agency allows supplemental overload contracts; and

Faculty members who receive a 100% externally funded summer session contract (may be up to 3/9 months of the academic year contract) are ineligible for teaching contracts during this period.

## ARTICLE 14

### SABBATICAL LEAVES

A sabbatical leave is awarded to provide time and resources for qualified Bargaining Unit members to revitalize themselves through writing, scholarship, travel, research, and/or further formal educational study which will contribute to the member's ability to discharge his or her obligations to the University. Sabbatical leave must be for the demonstrable benefit of the University in meeting its responsibilities of teaching, scholarship, service, and the advancement of knowledge, and must contribute to the further development of the Bargaining Unit member as a teacher and scholar.

Sabbatical leaves are limited by the fiscal resources of the institution and by staffing considerations. The leaves will be granted on the basis of the quality of the proposal, with the approval by the President of the University.

There will be no loss of benefits during the sabbatical and no break in years of service. Time spent on sabbatical leave shall count as full-time service at the University for purposes of promotion and other salary and retirement conditions.

There will be automatic reinstatement of the Bargaining Unit member to the assignment held prior to the sabbatical.

Upon request, the Faculty Association will receive a list of those who applied for sabbatical, and those who are granted one, along with a notice of replacements hired or assigned to the Bargaining Unit member's workload.

No member shall lose entitlement to consideration for a sabbatical leave because of failure to use a sabbatical leave due to scheduling or personal issues affecting his or her planning. The faculty member may reapply during the next cycle.

Sabbatical leaves shall be awarded according to the criteria established in the *Faculty Handbook*.

## **ARTICLE 15**

### **SENIORITY**

15.1 Seniority Defined. Seniority shall be defined as the total length of time of continuous full-time employment in a tenure-track position at the University. Time spent on paid leave shall be counted for seniority purposes. Time spent on approved unpaid leave shall not constitute a break in continuous service but shall not be counted for seniority purposes. The University will maintain a seniority list of all faculty members in the Bargaining Unit ranked in order of seniority. Upon request, the University will provide the Association with a copy of the faculty seniority list.

15.2 Seniority Rights. Seniority rights shall prevail only in cases of reduction in force pursuant to Article 22.

15.3 Loss of Seniority. Seniority shall be forfeited in circumstances, including, but not limited to resignation, termination, or retirement. Seniority is not lost when:

15.3.1 A faculty member is part of a reduction in force and is subsequently rehired. In such a situation, the individual retains the seniority they had when terminated.

15.3.2 A faculty member moves into an administrative position and back to a faculty position. In such a situation the individual accrues seniority as if he or she had stayed in a faculty position.

## **ARTICLE 16**

### **ACADEMIC FREEDOM**

The parties agree and declare that academic freedom is guaranteed to faculty members subject only to accepted standards of professional responsibility, including, but not limited to, those herein set forth:

1. The parties to this agreement recognize and accept the importance of academic freedom to teaching and learning. Academic freedom includes the right to study, discuss, investigate, teach and publish. Academic freedom applies to both teaching and research. It includes the freedom to perform one's professional duties and to present differing and sometimes controversial points of view, free from reprisal.
2. Faculty members are entitled to freedom in the discussion and presentation of their subject; however, faculty members are expected to follow the established curriculum.
3. The concept of academic freedom is accompanied by an equally demanding concept of responsibility. The faculty members are members of a learned profession. When they speak or write as citizens, they must be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As learned people and as educators, they should remember that the public may judge their profession and their institution by their statements. Hence, they should at all times strive to be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should indicate that they are speaking only for themselves.

## ARTICLE 17

### EMPLOYEE INVESTIGATIONS

17.1 The University has the right to investigate all allegations of faculty misconduct.

17.2 A faculty member may be placed on administrative leave with pay during an investigation involving the faculty member.

17.3 When the faculty member is under investigation, the faculty member may be represented by an Association representative in any meetings with the University.

17.4 During an investigation, no documentation or information related to the matter under investigation will be placed in the faculty member's personnel file or released publicly. If the investigation does not result in disciplinary action, no documentation will be placed in the faculty member's personnel file.

17.5 The Association and the University agree that the general purpose of discipline is to correct unsatisfactory performance and/or misconduct (except in cases of Dismissal for Cause, covered by Article 28). Progressive discipline normally begins with the least severe discipline and progresses to more severe discipline depending upon the circumstances. Examples of the least severe discipline consist of verbal warnings and written reprimands.

17.6 Any actions, other than dismissal, taken by the Administration as a result of such an investigation may be grieved under Article 29 provided in this contract. Dismissal may be grieved as per Article 28.

17.7 The parties acknowledge the need for expeditious investigations and agree to cooperate in achieving that goal.

17.8 If the Administration is notified of an allegation of misconduct against a faculty member and the subsequent investigation clears the faculty member, or is unable to substantiate the allegation, the investigation should stop. The unfounded allegation cannot then be raised again by the University at a later date without new and compelling information.

## **ARTICLE 18**

### **PERSONNEL FILE**

18.1 The University shall maintain one (and only one) official personnel file for each member of the faculty. The file will be located in the Office of Human Resources.

18.2 A faculty member will be permitted to review the material contained in his or her file.

18.3 The University will provide a faculty member with a copy of any document placed in his or her file, unless an original or copy was sent directly to the faculty member. The faculty member may submit a written response to any document placed in the faculty member's personnel file. This response shall also be placed in the faculty member's file.

18.4 A faculty member may be accompanied by an Association representative while reviewing his or her file. In addition, a faculty member may allow an Association representative to view his or her file provided that the faculty member makes such authorization in writing. The Human Resources Director or his or her designee must be present during any review of personnel files.

18.5 A faculty member may request a copy of her personnel file at any time. The copy will be made available to the faculty member within three (3) working days at the current cost per copy.

18.6 Faculty members may also place in their file materials relevant to their academic qualifications, teaching, research, scholarship, and service.

18.7 If a member of the Bargaining Unit considers material in his or her file to be obsolete, because of its age or a significant change in circumstances, he or she may request in writing to the VPAA that the material be removed. The VPAA shall consider whether the material is still relevant. Material more than ten (10) years old shall be presumed to be obsolete unless the VPAA explains to the faculty member why it is still relevant. However, "core documents," such as contracts, legal settlements, and notices of disciplinary action, shall remain in a faculty member's personnel file irrespective of age.

18.8 All material placed in a faculty member's file is subject to the grievance procedure.

## ARTICLE 19

### LEAVES OF ABSENCE

19.1. Paid Leave. Members of the Bargaining Unit shall be entitled to the following paid leave.

19.1.1 Sick Leave. Bargaining Unit members shall earn twelve (12) hours of credit for sick leave with pay each month during the academic year. Sick leave is not accrued during any leaves of absences, paid or unpaid. Faculty members who are appointed less than full-time shall earn sick leave with pay on a pro rata basis. Sick leave may be accumulated up to 1040 hours. No additional sick leave with pay beyond that accumulated shall be granted. Faculty members shall be responsible for immediately reporting an absence to the appropriate administrator. A faculty member shall be responsible for promptly completing and signing the faculty absence form and returning the absence form to the appropriate administrator. A faculty member may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave. A faculty member may be, but shall not normally be required to provide such a statement or verification for an absence of three (3) consecutive days or less charged to sick leave. Sick Leave will be charged at the rate of eight (8) hours per day.

19.1.2 Bereavement Leave. Upon notification to the Chair, a faculty member may be granted up to three (3) days of leave with pay for a death in the faculty member's family. "Family" is defined as spouse, domestic partner, parent, step-parent, child, step-child, brother, sister, brother- or sister-in-law, aunt, uncle, niece, nephew, grandparents, or any other person residing in the same household of the faculty member. Upon approval of the Chair and Dean, additional circumstances may be considered for bereavement leave, and additional days of leave may be granted and charged to sick leave.

19.1.3 Jury Duty and Required Court Attendance. A faculty member summoned for jury duty or for duty as a witness (other than as plaintiff or defendant) is granted time off with pay. A copy of the summons must be sent to Human Resources. A faculty member is required to return to his or her work location while temporarily excused from attendance in court, unless it is not practical because of the short time between court sessions or between the time court is recessed and the end of the scheduled work day.

19.1.4 Military Leave. Emergency military leave, temporary military leave, and indefinite military leave shall be granted to faculty members in accordance with state and federal law.

19.1.5 Holidays. Faculty members who are classified as "academic year" employees are entitled to all holidays designated in the campus academic calendar.

19.1.6 Voting Leave. Unit employees, who are New Mexico registered voters, are granted, at his or her request, time off (2 hours maximum) from University duties to vote in government elections.

19.2. Leave Without Pay. Leave without pay may be granted for extended periods of leave for illness, personal reasons, school attendance, family care, or other purposes of a personal nature at the discretion of the VPAA. A faculty member shall submit a written request for the leave without pay at least two (2) weeks in advance, if possible. Otherwise notice must be given as soon as reasonably practical. While a leave without pay is not recommended or granted without expectation of reinstatement, reinstatement is not guaranteed. Operating conditions may change during the leave without pay making reinstatement impractical.

## **ARTICLE 20**

### **SAFE WORKING CONDITIONS**

The parties will comply with all applicable state and federal laws relating to safe working conditions.

Whenever a faculty member becomes aware of a condition which the faculty member feels is a violation of an institutional safety or health rule or regulation, the faculty member will report such condition to an appropriate administrator who will promptly investigate such conditions and, if appropriate, remediate in a timely manner.

Protective devices and first aid equipment will be provided to faculty members who practice in a hazardous institutional environment, and the faculty member will be responsible for the proper use of such devices.

**ARTICLE 21****FACILITIES AND EQUIPMENT**

The University shall make a reasonable effort to provide each faculty member with reasonably adequate facilities and equipment for effective performance.

## ARTICLE 22

### REDUCTION IN FORCE

The University may enact a reduction in force for reasons of financial exigency or for the discontinuance of faculty, program or department. Notification of the possible need for a Reduction in Force should be given as early as possible in order that the affected faculty might have adequate time to seek employment elsewhere or undergo training in order to qualify for another assignment within the institution.

22.1 Financial Exigency. A reduction in force (RIF) due to financial exigency must be documented. Financial exigency is defined as a serious financial crisis which jeopardizes the University's mission and effective operation. The Administration will consult with the Faculty Association to demonstrate the existence and extent of the University's financial problems. The NMHU Faculty Association and Faculty Senate will be apprised of the situation in a timely manner in order to be able to have time to study the documentation used to demonstrate the need for the RIF. Common causes of financial exigency include decreasing enrollment, inadequate funding, and increased operating costs. Data and other evidence used to establish the need for faculty reductions will be shared with the faculty.

Before terminating an appointment because of financial exigency, the institution, with faculty participation, will make every effort to place the faculty member concerned in another suitable position within the institution.

In cases of termination of appointment because of financial exigency, the place of the faculty member involved will not be filled by a replacement within a period of three years unless the released faculty member has been offered re-instatement and a 20-day period in which to accept or decline it.

The Administration will work with the Faculty Association to explore other cost saving options before implementing a RIF affecting tenured faculty.

When implementing a RIF is necessary due to financial exigency, the Administration will give top priority to instructional requirements and institutional needs. These will be decided in consultation with the NMHU Faculty Association and Faculty Senate.

If a faculty member affected by a Reduction in Force is re-hired, all rights and benefits accrued at the time of the separation will be restored upon re-employment.

22.2 Discontinuance of Faculty, Program, or Department Not Mandated by Financial Exigency. Termination of an appointment with continuous tenure (or of a probationary or special appointment, before the end of the specified term) may occur as a result of a bona fide formal discontinuance of a program or department of instruction. Whenever possible, program discontinuance will occur at the end of the academic year when the decision is made, whenever possible.

The following standards and procedures for program discontinuance will apply:

- a. The decision to discontinue formally a program or department of instruction will be documented and shared with the faculty through data on costs, enrollment, student-

faculty ratios, societal need, program quality, and other criteria appropriate to the particular situation.

- b. Before the Administration issues notice to a faculty member of its intention to terminate an appointment because of formal discontinuance of a program or department of instruction, the institution will make every effort (in consultation with the faculty member involved) to place that faculty member in another suitable position. If placement in another position would be facilitated by a reasonable period of training, the University will, upon request, hold the position for one semester. If no position is available within the institution, with or without retraining, the faculty member's appointment then may be terminated at the end of the academic year. In these cases, the University will provide faculty members with continued medical and dental insurance under COBRA for one year, unless the employee obtains equivalent benefits through another job.

22.3 Appeal Procedure. A faculty member may grieve a proposed relocation or termination from a RIF under Article 29 for a violation of University policy.

## **ARTICLE 23**

### **EVALUATION, PROMOTION AND TENURE REVIEW**

The following evaluation process shall be in effect with respect to all members of the Bargaining Unit. The Faculty and the University accept the position of the AAUP that “Faculty members should have a primary, though not exclusive, role in evaluating an individual faculty member’s performance” (AAUP “Statement on Teaching Evaluation”, 2001). The faculty plays a primary role in evaluation by being the ones who review their colleagues’ materials, conduct classroom observations, and develop evaluation reports.

Faculty members are expected to review their colleagues’ materials, conduct classroom observations, and develop evaluation reports. The Administration shall assure that faculty members have done their job as evaluators. The Administration also retains the right to assess the evaluation to determine if the evaluation process was conducted properly.

Faculty performance is based upon the three categories of teaching, scholarship, and service. Consequently, these categories, and the criteria applicable to each as specified below, form the basis for annual evaluation and evaluation for tenure and promotion. Reflecting the NMHU Mission, the demonstration of excellence in teaching and individual attention to students shall play a central role.

#### **23.1 Types of Evaluation**

23.1.1 Annual Evaluation: All members of the Bargaining Unit will participate in an annual evaluation. This evaluation will be formative, with plans implemented and resources applied to develop and intensify the skills of the faculty member. The annual evaluation of faculty forms the primary basis of all other forms of evaluation.

23.1.2 Reappointment Review: All tenure-track faculty members are considered to hold one-year probationary appointments until granted tenure. Such appointments are subject to renewal on an annual basis at the sole discretion of the University. The decision regarding renewal must be made by March 15<sup>th</sup> of the first two years at the University. In a faculty member’s third and subsequent years of probationary status; the decision regarding renewal must be made by December 15<sup>th</sup>. The fifth year of probationary status is the Tenure Review Year. The faculty member will be notified of the decision by May 15<sup>th</sup> of the final probationary year.

23.1.3 Promotion/Tenure Evaluation: Tenure-track faculty applying for tenure and promotion to associate professor, as well as faculty applying for promotion to full professor, will engage in summative evaluation of their performance and contributions to the University. The results of the evaluation are to be used as the basis in recommendations regarding the awarding of tenure or promotion.

#### **23.2 Annual Report of Faculty Activities**

Each year, except for the first year of hiring, three (3) weeks after the beginning of the Fall semester, each faculty member will submit to the Chair an Annual Report of Faculty Activities and the previous year’s Faculty Development Plan (FDP). The FDP for the upcoming

year is to be submitted immediately following the conclusions of the Annual Review process. The Annual Report shall present the faculty member's activities in the areas of teaching, scholarship, and service over the past academic year. While documentation of these activities is not required in the report, the faculty member is responsible for maintaining such documentation in his or her office and supplying the documentation upon request.

The Annual Report should refer to the previous year's FDP. FDP's are a plan, however, and not a contract. It is to be expected that sometimes a faculty member's activities will differ significantly from what was proposed in the previous year's FDP. When this occurs, the faculty member will provide a brief explanation for the deviations, and describe the activities that did take place. The exception to this is when, in consultation with the Chair, specific activities are included in an FDP to address deficits in the faculty member's performance. In these cases, a report of these activities must be included in the next year's Annual Report.

### 23.3 Faculty Development Plan

Each Fall semester, after the conclusion of the Annual Review process, every tenured and tenure-track faculty member will develop an FDP in which the faculty member presents a set of teaching, scholarship, and service goals for the coming year and a strategy for meeting those goals over the year. The FDP will reflect the scholarship standards developed by the individual Department or School. Illustratively, a FDP may include plans for: development of new courses, teaching methods or examination processes; mastery of new subject matter or technologies; research, writing projects and other creative work; and service activities within and outside the University.

It is recognized that the demands of an individual's career fluctuate over time, so all three categories may not be included in every FDP every year. In such cases a brief statement acknowledging the lack of inclusion shall be provided by the faculty member. Over the course of multiple years, however, activities related to each category should be included in each faculty member's FDP, and every faculty member will be evaluated on all three requirements for promotion and tenure.

In designing an FDP, the faculty member is encouraged to review the department's standards for teaching, research and service, the Unit's mission and goals, and the results of the previous year's annual review report, and may consult with the Chair of the designated academic unit. Throughout this process, the Chair shall be sensitive to the goals of the individual faculty member, as well as to the needs of the College, Department, School, or designated academic unit, and of the University. The FDP should reflect the results of the Annual Review process, and include strategies for addressing any deficiencies identified during the Annual Review.

### 23.4 Criteria for Faculty Evaluation

23.4.1 Teaching and Advising Criteria: The paramount responsibility of each faculty member is teaching and advising students. All faculty members are expected to demonstrate a commitment to excellence in teaching and advising. Classroom teaching is central to faculty performance evaluations. Activities that fall under the category of teaching include academic advising, regular course instruction, development of new courses or curricula, independent study courses, independent research, office hours, and supervision of graduate assistants, teaching assistants, student interns and student teachers. Also included are activities to help the faculty remain current in the fields in

which he or she teaches courses. Certain disciplines have unique teaching activities such as laboratories, individual lessons or studios, and practica.

23.4.1.1 Teaching: There are many characteristics that contribute to teaching effectiveness. Effective teaching is demonstrated by, but not limited to, the following:

- a. command of one's subject matter;
- b. knowledge of current developments in one's discipline;
- c. ability to relate one's subject to other areas of knowledge;
- d. skill in communicating with students;
- e. ability to plan and execute a well-organized course;
- f. ability to stimulate and broaden student interest in the subject matter;
- g. capacity to challenge students - i.e., motivate independent work;
- h. ability to utilize effective teaching methods and strategies;
- i. integrity, open-mindedness, and fairness in teaching;
- j. knowledge of degree requirements and career options; and
- k. positive student evaluations

23.4.1.2 Advising:

Faculty members have an obligation to advise students in their classes about class work and to serve as academic advisors to students majoring, or minoring, in the faculty member's discipline. Faculty members also have an obligation to monitor their advisees' academic progress. It should be recognized that some disciplines/departments/schools assign specific faculty members the responsibility for the majority of academic advising. However, all faculty members have an obligation to advise students in their classes about class work and related activities. Actions that contribute to appropriate advising may include, but are not limited to, the following.

The advisor:

- a. contributes to the student's understanding of himself, the institution, and his or her academic career goals.
- b. ensures that students are aware of and follow the University's procedures and policies.

- c. assists students in selecting a course of study appropriate to their interests and abilities and to the aims of a liberal arts education;
- d. works with students to develop an academic plan that fulfills all the requirements for their degrees or certification by outside agencies);
- e. resolves problems that hinder the realization of the student's goals and potential;
  
- e. monitors student's academic progress and aids the advisee in making appropriate progress toward a degree.
- f. takes the initiative in meeting with students;
- g. maintains confidential information;
- h. follows up on commitments made to advisees;
- i. maintains files on advisees' academic progress, needs, meeting notes, etc., and
- j. maintains appropriate office hours on a regular basis so as to be accessible to advisees.

#### 23.4.1.3 Possible Sources of Assessment Material for Teaching and Advising

- a. Student evaluations of teaching. All students, in all courses, will be offered an opportunity to evaluate their instructors. Evaluations will be conducted under the direction of the VPAA each semester. A faculty member may supplement this evaluation with his or her own evaluation process. If material from these additional evaluations is included as part of an Annual Report or tenure/promotion dossier, the faculty member must describe the process through which the material was collected.
- b. Documented teaching activities, which may include a list of courses taught, course syllabi, and/or other evidence of teaching activities.
- c. Peer-evaluation of teaching effectiveness, including classroom observation by faculty within the discipline/ department based on an agreed upon set of departmental evaluation criteria. In the case of probationary faculty members, the observations will be conducted by members of that faculty member's mentoring team. Tenured faculty members will be observed by their Chair or Dean or his or her designee. If a designee is used, the faculty member being observed must agree with the person chosen. Such observation will be conducted openly, with full knowledge of the affected faculty member. The affected faculty member shall be given at least forty-eight (48) hours notice that a classroom observation is to be made. If there are previously scheduled exams or other class activities (i.e. field trip or guest lecturer), which do not lend themselves to classroom observation, arrangements shall be made to observe the class at another time. Classroom observations shall be conducted well in advance of the formal evaluation.

The Chair or, in cases where there is not a chair, the School or College Dean and peer evaluators shall discuss the results of the classroom observation with the affected faculty member within ten (10) days following the observations.

- d. A review of course syllabi by peers inside and/or outside the University.
- e. Evidence of further course work or continuing education in one's field, including attendance at appropriate conferences and participation in workshops or seminars designed to increase teaching effectiveness. Faculty who are not afforded University funding for costs related to such efforts cannot be required to make them.
- f. Evidence of knowledge of the current literature in one's field.
- g. Documented activities which include student advisement files, and/or other evidence of advising activities;
- h. Student reports of quality advising as might be found in student letters of recommendation for tenure or promotion.

23.4.2 Scholarship, Research, and Creative Activity Criteria: Effective teaching is enhanced through involvement in the intellectual and scholarly developments in a discipline. Because what is considered appropriate scholarship, research, and creative activity may vary between disciplines, each academic unit will create its own criteria. In the case of units with multiple academic disciplines, the criteria developed may include discipline-specific items. At the time of development of the criteria, each academic unit shall submit its criteria for scholarship to the Faculty Affairs Committee for review. If the Faculty Affairs Committee has concerns regarding the appropriateness of the criteria, a meeting will be held with the members of the academic unit to develop language all parties can agree to. After this process has been completed, the criteria should be kept on file and distributed to all involved parties prior to all review processes. Any changes in the criteria need to be submitted to the Faculty Affairs Committee for review. Examples that illustrate these criteria include:

- a. sustained inquiry into one's discipline or profession
- b. scholarly productivity demonstrated by publication in reviewed journals or other publications of national, international, or at least regional stature, or, where appropriate, artistic works and performance in a national, international, or at least regional venue.
- c. funding of research grants and projects by a funding agency
- d. presentations of research findings at professional meetings, appointments or elections in a scholarly capacity to local, state, national, or international professional organizations. Faculty who are not afforded University funding for costs related to such presentations cannot be required to make such presentations.
- e. participation in professional organizations

- f. leadership positions in professional organizations
- g. reading papers for professional groups
- h. applied scholarship such as consultant activity in one's discipline, editorials and opinion pieces involving issues in one's discipline, development of legislation, and testimony in front of public bodies
- i. reviews of creative work, exhibitions, manuscripts, and/or recitals
- k. supervising of theses and/or field projects which results in some form of dissemination of the research

#### 23.4.2.1. Possible Sources of Assessment Material for Scholarship, Research, and Creative Activity

- a. Documented self-reports of activities
- b. Evaluations or statements by peers
- c. Juried publications, artistic works or musical performances
- d. Other publications,
- e. Citations of research in other works
- f. Awards or grants, prizes, or commendations

#### 23.4.3 Service to University, Student Body, and Community

A faculty member must serve both the University and the community. Such participation may include, but not necessarily be limited to, the following:

##### 23.4.3.1 University

- a. Service on school committees, attendance at school meetings, and participation in decision-making and curriculum process
- b. Effective participation on University committees
- c. Leadership in some area of University life, governance, faculty development, and curriculum design
- d. Acting as a representative of the University to the local, state, national, and international community
- e. Activity within community-based organizations

- f. Attend campus seminars, lectures, etc. sponsored by other disciplines.

#### 23.4.3.2 Student Body

- a. Service as advisor to student organizations
- b. Service as moderator of student activities
- c. Planning and/or participation in extra-curricular student activities
- d. Planning and/or participating in curricular-related enrichment activities outside normal course offerings
- e. Participation in student recruitment and orientation activities

#### 23.4.3.3 Community, Broadly Defined as the Local, State, National, and/or International Communities

- a. Lectures to community groups
- b. A leadership position in political, church, or community activity
- c. Participation in non-profit organizations designed to serve the general public
- d. Service to community groups in a professional capacity

#### 23.4.3.4 Profession

- a. Local, state, and/or national leadership position in the support, recruitment, and/or administration of discipline-related organizational entities
- b. Participation, lectures, and/or presentations to discipline related organizational membership meetings
- c. Any other direct or indirect support contributing to the promotion, advancement, and/or marketing of the discipline or the University.

#### 23.4.3.5 Possible Sources of Assessment Material for Service to the University, Student Body, and Community

- a. Documented self-report of activities.
- b. Letters of support from committee chairs and/or members.
- c. Awards or certificates of recognition.
- d. Letters of recognition from leaders of community groups.
- e. Agenda, announcements, brochures demonstrating participation.

It should be recognized that teaching, research and scholarship, and service activities may overlap. Therefore, it is entirely appropriate to include such activities under multiple headings for evaluation.

### 23.5 Evaluation Categories

23.5.1 Five qualitative categories will be used for evaluation. The categories shall be Excellent, Very Good, Satisfactory, Needs Improvement, and Unsatisfactory. The same category system will be used for annual evaluations, promotion applications, tenure applications and post-tenure review.

### 23.6 Teaching and Advisement Categories of Evaluation

#### 23.6.1 Excellent

Profile: The faculty member has established a pattern in teaching which combines excellence in student learning, special efforts in course and curriculum design, reliable maintenance of office hours, and meaningful advisement. The faculty member is perceived as an excellent teacher and advisor by peers and students.

The faculty member's performance fully demonstrates the criteria for teaching and advising as described in Sections 23.4.1 and 23.4.1.2. Examples that illustrate these criteria may include:

- a. Student evaluations consistently reflect high scores.
- b. The faculty member provides thorough course syllabi and other materials used to guide student learning; provides out of class learning opportunities; and uses innovative teaching techniques and materials.
- c. The faculty member attends workshops and conferences and reads to keep current in the fields of instruction. Faculty who are not afforded University funding for costs related to such presentations cannot be required to make such presentations.
- d. The faculty member brings current developments or pioneering work in the field to bear on instruction.
- e. The faculty member instructs students in skills as well as content.
- f. The faculty member leads in curriculum and course development.
- g. The faculty member is an active and competent student academic advisor.
- h. The faculty member brings current knowledge to bear on instruction and seeks to develop new teaching approaches and materials.

#### 23.6.2 Very Good

Profile: The faculty member has achieved excellence in most of the criteria for teaching and advising listed in Sections 23.4.1 and 23.4.1.2. Improvement is needed in certain of the criteria for excellence in teaching or advising.

### 23.6.3 Satisfactory

Profile: The faculty member has achieved favorable results in the majority of the criteria for teaching and advisement listed in Sections 23.4.1 and 23.4.1.2. Improvement is needed in the remaining criteria for teaching and advising.

### 23.6.4 Needs Improvement

Profile: The faculty member maintains minimum requirements in meeting classes, holding office hours, and performing other required teaching-related activities. Improvement is needed in many of the criteria for satisfactory teaching and advisement listed in Sections 23.4.1 and 25.4.1.2.

### 23.6.5 Unsatisfactory

Profile: Minimum criteria for teaching and advising, as defined in Sections 23.4.1 and 23.4.2 have not been met. Improvement is needed in most of the criteria.

## 23.7 Scholarship, Research, and Creative Activities

### 23.7.1 Excellent

Profile: The faculty member has achieved recognition beyond the local region for scholarship or creative endeavor. Dissemination of data or creative material has resulted in the faculty member's work having impact on theory and practice in the field. Students are direct beneficiaries of these activities as participants in their execution. In fields where external support can be obtained, either for funding or disseminating scholarship, such support is received by the faculty member. The faculty member's performance fully demonstrates the criteria for scholarship in Section 23.4.3.

Examples that illustrate these criteria may include:

- a. Develops new knowledge of national significance; produces innovative work acclaimed at the regional and/or national level; and works on research teams or collaborative projects involving colleagues with regional and/or national stature. Has conducted research in a site or sites away from campus.
- b. Publishes in refereed journals, exhibits or performs creative works in prestigious shows or concerts, participates in regional, national, or international conferences to disseminate results, and participates as a lecturer or discussant in public forums beyond the local level.
- c. Has received awards for scholarship or has been commissioned to do research, writing or creative work.

- d. Students achieve an important apprenticeship relationship in the faculty member's lab, class, or studio. Students participate on a research team, in the review of scholarly writings, or present their own works in publications, conferences, or shows off campus.

#### 23.7.2. Very Good

Profile: The faculty member has achieved excellence in most of the criteria for scholarship listed in Section 23.4.3. The faculty member engages productively in scholarship or creative endeavor, with evidence of impact on the field in the development of new knowledge or innovations. Dissemination of results has occurred regularly. Students benefit from the faculty member's activities in the professional, creative, or research field. In fields where it is feasible, success is indicated by receiving some external support. Examples that illustrate this level of scholarship may include:

- a. Regularly does research, scholarly writing, or creative work which is recognized beyond the local level.
- b. Publishes, or otherwise disseminates results, beyond the campus, conducts local workshops or presentations, and participates at least in local public forums or campus shows or concerts.
- c. Students benefit from the faculty member's scholarly work through exposure in class or in the lab or studio.

#### 23.7.3 Satisfactory

Profile: The faculty member has achieved favorable results in most of the criteria. The faculty member does some research, creative work, or professional writing (beyond requirements for academic degree) and disseminates results at least at the local level. Examples illustrative of this level of scholarship may include:

- a. Engages in scholarly or creative work.
- b. Publishes or otherwise disseminates results or communicates results of work to colleagues on campus.

#### 23.7.4 Needs Improvement

Profile: Engages in little scholarly or creative work and dissemination of results. Improvement is needed in many of the criteria for good scholarship. Examples of this level of scholarship may include:

- a. May develop results from inquiries or research undertaken, but does not bring them to successful dissemination.
- b. Devotes time to dissemination of knowledge to students but has not sought means of communicating such results to colleagues or professionals on campus or beyond.

### 23.7.5 Unsatisfactory

Profile: Minimum criteria for research, scholarly activity, or creative work, as defined in Section 23.4.3, have not been met.

## 23.8 Service to the University, Student Body, and Community

### 23.8.1 Excellent

Profile: The faculty member has achieved excellence in many of the criteria for service listed in Section 23.4.5. The faculty member has established a pattern of leadership in service activities and has documented her participation through specific evidence or outcomes of participation. Examples illustrative of this level of service may include:

- a. On campus the faculty member serves in leadership roles by such activities as chairing committees or task forces as well as by providing significant contributions as a member of committees and other groups.
- b. Provides leadership in state, regional, national, or international organizations or professional groups and is sought out and referred to by others beyond campus.
- c. Is active in community affairs which bring to bear specific professional talent (advisory boards, consultancies, panels, speeches, or instructional services).
- d. Serves as a Department Chair, Discipline Head, or Curriculum Coordinator.
- e. Assumes an active leadership role in University recruitment or other form of outreach activities.
- f. Attends and supports student and University activities in her own and other disciplines.

### 23.8.2 Very Good

Profile: The faculty member has achieved excellence in a number of the criteria for service listed in Section 23.4.5. The faculty member has established a pattern of participation in service activities and assumes responsibilities for specific tasks. Examples illustrative of this level of service may include:

- a. On-campus, participates actively and meaningfully as a member of committees and task forces.
- b. Participates actively in state, regional, or national organizations or professional groups.
- c. Contributes actively in University recruitment or other forms of outreach activities.

- d. Participates in community affairs that bring to bear specific professional talents (advisory boards, consultancies, panels, speeches, or instructional services).
- e. Attends and supports student and University activities in her own and other disciplines.

### 23.8.3 Satisfactory

Profile: The faculty member has engaged in some of the criteria for service listed in Section 23.4.5. Examples illustrative of this level of service may include:

- a. On-campus, serves on committees.
- b. Assists occasionally in the activities of a local, state, or regional professional organization.
- c. Assists in University recruitment or other forms of outreach activities.
- d. Participates occasionally in community affairs.
- e. Assists in University recruitment or other forms of outreach activities.
- f. Attends and supports student and University activities in his own and other disciplines.

### 23.8.4 Needs Improvement

Profile: The faculty member participates infrequently in service activities.

### 23.8.5 Unsatisfactory

Profile: Does not meet minimal criteria as defined in the criteria for service.

## 23.9 Criteria for Tenure and Promotion

### 23.9.1 Category Rating Requirements for Tenure.

- a. At least a category of Very Good in teaching, and
- b. At least a category of Satisfactory in the other two areas.

### 23.9.2 Category Rating Requirements for Promotion to Associate Professor.

- a. At least a category of Very Good in teaching,
- b. At least a category of Very Good in either research or service, and
- c. At least a category Satisfactory in the third area.
- d. At least five (5) years in rank at NMHU as Assistant Professor

### 23.9.3 Category Rating Promotion from Associate Professor to Full Professor

- a. At least a category of Excellence in teaching or research and
- b. At least a category of Very Good in the other two categories.
- c. At least five (5) years in rank at NMHU as Associate Professor

For promotion in rank from Assistant to Associate Professor, or from Associate to Full Professor, the faculty member must be tenured.

### 23.10 Additional Requirements for Tenure

Service of five years in tenure-track status is required. The first contract to be issued to a faculty member who has been hired to a tenure-track position must state the number of years granted, if any, toward tenure. This credit will be calculated as follows:

- a. For each year that the faculty member has served as a full-time university/college teacher at the rank of instructor or higher, she may receive a year's credit towards tenure with the approval of the department and/or discipline faculty.
- b. Normally, the maximum credit that a faculty member can receive under this policy is two years. Any further credit can only be granted with approval of the majority of the members of the Bargaining Unit within the faculty of that department.
- c. To be eligible, the faculty member's previous employer must be an accredited post secondary institution.
- d. In addition, at the end of their first year of service, faculty members with significant academic or non-academic (e.g., industry, public sector) experience may petition their department and/or discipline faculty for up to two (2) years credit towards tenure by virtue of their contributions to their discipline academic or in non-academic work experiences. Such credit will be granted after the approval of the departmental faculty, the Dean and the Vice-President for Academic Affairs.
- e. Hiring professors with tenure will be a rare occurrence and may only be done with approval of the majority of the members of the Bargaining Unit within the faculty of the department/discipline.
- f. Terminal Degree: Any faculty member who does not have a terminal degree in her discipline is expected to pursue and obtain such a degree before award of tenure. Faculty who do not meet the terminal degree requirements in their discipline are not eligible to apply for tenure faculty status. It is recognized, however, that the criteria for a terminal degree varies by discipline and that in some instances, equivalent professional achievement is regarded as a qualification for tenure. As a general rule, any faculty member whose highest degree in his or her field is from NMHU is expected to pursue and obtain a terminal degree from another institution before award of tenure. The determination of what constitutes a terminal degree in each discipline is made by the University, but normally will be that degree deemed appropriate for

teaching at the college/university level by a recognized accrediting body in that discipline.

### 23.11 Additional Requirements for Promotion

Service of five years in rank as Assistant Professor at NMHU is normally required for promotion to Associate Professor. For promotion to Full Professor, five years of service as an Associate Professor is required. The first contract to be issued to a faculty member who has been hired to a tenure track position must state the number of years, if any, granted toward promotion. (The years granted towards tenure and those granted towards promotion may be different.) Credit will be calculated using the same approach described in Section 23.10 for tenure. For promotion in rank from Assistant to Associate Professor, or from Associate to Full Professor, the faculty member must be tenured. While a faculty member may be awarded tenure and promotion from Assistant to Associate Professor at the same time, this will not always be the case.

### 23.12 Evaluation Materials

Evaluation of faculty performance is designed to be an ongoing process that provides not only the rationale for tenure and promotion decisions, but also the necessary information to guide faculty development. For these reasons, the Annual Evaluation forms the primary basis for all other types of evaluation. If conducted conscientiously, the Annual Evaluation process ensures that each faculty member is properly prepared when he or she submits materials for tenure or promotion. The core of the Annual Evaluation process, and thus all other forms of evaluation, is provided by the Faculty Development Plan and the Annual Report of Faculty Activities.

#### 23.12.1 Materials for Annual Evaluation

For the purposes of Annual Evaluation, the faculty member will submit a copy of the previous year's FDP, an Annual Report of Faculty Activities, and student evaluations. In addition, each faculty member will submit current vitae, and current copies of course syllabi, to be placed on file in the Department or School office.

#### 23.12.2 Materials for Promotion and Tenure

For the purposes of evaluation for promotion and tenure, each faculty member shall develop a dossier. The dossier will be summative, and should closely reflect the information presented in the faculty member's Annual Reports for the previous years. The dossier should include a self-evaluation based upon the Categories listed above. The dossier must include all of the items listed below in order to be accepted for evaluation.

- A. A cover letter confirming the faculty member's intention to enter the tenure or promotion review process
- B. A table of contents listing the entries as they appear in the dossier
- C. Narrative history of the faculty member at NMHU
- D. Teaching and Advisement

1. Narrative Statement
  2. Self-Evaluation
  3. Student Evaluations
  4. Peer Evaluation (tenured peer's classroom observations)
  5. Professional Development Activities
  6. Additional Documentation Regarding Teaching Activities and Advisement Activities
- E. Scholarship, Research, and Creative Activities
1. Narrative Statement
  2. Funded Research
  3. Publications, Presentations, Recitals, Shows
  4. Professional Development Activities
  5. Additional Documentation Regarding Scholarship Activities
- F. Service to the University, Student Body, Community and Profession.
1. Narrative Statement
  2. Documentation of Service to
    - a. University
    - b. Student Body
    - c. Community
    - d. Profession
  3. Professional Development Activities
  4. Additional Service Documentation
- G. Current Curriculum Vitae

### 23.13 Evaluation Procedures

The University and faculty shall strive to meet all deadlines described in the procedures for evaluation below. However, the timelines set forth below are a guideline for the process. While every effort will be made to adhere to the timelines, failure to do so does not in and of

itself justify a grievance. When a timeline is not met by the Administration, a written explanation must be provided to the faculty member. A faculty member grieving a failure to meet a timeline must demonstrate as part of the grievance process that the tenure decision was prejudiced by the failure to meet the timeline.

### 23.13.1 Annual Evaluation Procedure

Annual evaluation will take place in the Fall of each year. All faculty members, except those in their first year, will participate. The process involves the review of the previous year's Faculty Development Plan (FDP); an Annual Report of Faculty Activities; submission of student evaluations; review of these materials by the members of the School/Department, review of all materials by the Department Chair/School Dean; and the provision of written feedback to the faculty member by the Department Chair. In instances in which the faculty member belongs to an academic Department, the review and provision of feedback will be the responsibility of the Department Chair, with the results forwarded to the Dean for review. In instances in which the faculty member does not belong to an academic Department, the review and provision of feedback will be conducted directly by the School Dean.

Except in cases in which serious deficits in performance have been identified, the Annual Evaluation process for tenured faculty ends with the School or College Dean. In cases where there is a serious deficit in a tenured faculty member's annual review, the results will be forwarded to the VPAA, who in consultation with the School or College Dean, will determine if further action is merited. (For tenured faculty see Article 24, Post Tenure Review.) For tenure-track faculty see the following sections.

### 23.13.2 Annual Review Timeline for All Faculty Except Those in the First Two Years of their Contracts

1. The faculty member, by the end of the third week of the Fall semester, will submit an Annual Report of Activities and the previous year's FDP for consideration first by the faculty peers in her academic unit, then by the Department Chair, and finally, by the School or College Dean. Tenure-track faculty may decline to evaluate their peers. Tenured faculty members are expected to evaluate their colleagues except in cases of a clear conflict of interest. If a non-tenured faculty member declines to review a colleague or it is determined that a tenured faculty member has a conflict of interest, that faculty member is not to provide a review and is to abstain from any vote regarding reappointment, promotion, or tenure. Peers are to perform both a categorical and narrative evaluation of the faculty member. This means that all faculty members are expected to provide written comments supporting their categorical evaluation. Participation in the evaluation process is considered part of a faculty member's service to the institution.
2. Peer evaluations take place between the third and fifth week of the Fall semester. At the end of the fifth week of the Fall semester the peer evaluations are forwarded to the Department Chair. In cases in which the faculty member does not belong to a Department, the evaluations will be forwarded to the School or College Dean.
3. During weeks six (6) and seven (7) of the Fall semester the Department Chair or School or College Dean performs his or her evaluation. If there are wide

- discrepancies in the peer evaluations, the Chair will note these and describe how (if at all) these discrepancies were reflected in his or her own evaluation. For faculty members who are working toward tenure and/or promotion, the evaluation of the Chair or Dean shall include a specific assessment of how well the faculty is progressing toward tenure or promotion.
4. By the end of week seven (7) of the Fall semester the transcribed/collated evaluations, including the evaluation and recommendation of the Chair or Dean, shall be sent to the faculty member and discussed in a meeting with the Chair or Dean. This meeting takes place during weeks eight (8) and nine (9) of the Fall semester.
  5. By the end of week ten (10), the faculty member submits to the Chair or Dean any material he wishes to include in response to the evaluation materials discussed in Step 4.
  6. At the end of week ten (10), in cases in which the faculty member belongs to an academic department and the evaluation to this point has been conducted by the Department Chair, all materials are then forwarded to the School or College Dean for review.
  7. When it has been determined that a tenured faculty member is not making satisfactory progress toward promotion, or in cases in which a serious deficit in performance has been identified, a meeting during weeks 11 and 12 will be held with the faculty member, the Department Chair (in cases in which the faculty member belongs to an academic department), and the School or College Dean. This meeting will be for the purpose of creating an appropriate plan for addressing any problems that have been identified through the evaluation process. This plan will be part of the faculty member's next FDP.
  8. By the end of week 14, faculty members will submit an FDP for the following year.

### 23.13.3 Reappointment Review Procedures

#### 23.13.3.1 Reappointment Review Process of First Year Tenure-Track Faculty

1. By week nine (9) of the first semester the Chair will make available copies of the guidelines, timetables and other information concerning reappointment review to the probationary faculty member.
2. The faculty member will develop a FDP by the end of the Fall semester.
3. By week three (3) of the Spring semester the tenured faculty in the department will meet to evaluate the candidate as part of a formal reappointment review committee. All tenured members of the department shall serve on the reappointment committee unless a clear and specific conflict of interest is documented. If the Chair of the department is not in the discipline of the probationary faculty member, he or she will serve as a non-voting member of the committee. In either case, the Chair of the department also chairs the reappointment review committee.

The principle to affirm at reappointment review is “Given the years of service to date and the number of years until mandatory tenure review, it is reasonable to expect that the probationary faculty member will eventually undergo a successful tenure review.” Each voting member of the committee will record his or her vote by completing a signed evaluation form. The committee members should consider their remarks carefully when they prepare them because such peer evaluations are crucial to the reappointment process. A recommendation to reappoint made by a simple majority of the committee members will constitute an endorsement to the Dean for reappointment. This recommendation will be forwarded to the Dean.

4. By the end of week five (5) of the Spring semester, the Dean will make a decision and inform the faculty member by letter. The Dean will assess the Annual Review of the probationary faculty member, the peer evaluations, and the vote of the reappointment committee and decide whether or not to recommend the reappointment of the probationary faculty member. He or she will record that decision, along with a signed statement supporting it. The statement should be a detailed written assessment, clearly conveying the strengths and weaknesses of the probationary faculty member’s performance in teaching, scholarship and service. The statement should follow the standards for scholarship adopted by the specific academic unit, and also individual expectations for a given probationary faculty member. Specific suggestions concerning performance necessary to achieve a positive tenure decision should be conveyed in the letter.
5. By the end of week seven (7), the Dean meets with the faculty member, if the faculty member desires, and forwards his recommendation and any written comments from the faculty member to the VPAA.
6. By the end of week nine (9), the VPAA makes a reappointment decision. Unless reversed by the VPAA, the recommendation of the School or College Dean will stand. In cases where the School or College Dean and the reappointment committee have both recommended reappointment, the decision to reappoint will stand unless the VPAA provides compelling reasons for reversing the decision in writing based upon evidence provided in the process.
7. The decision of the VPAA is final. The only grounds for appeal available to the faculty member are for a violation of University policy. Such appeals are sent to the Faculty Affairs Committee who will follow the appeal process outlined in the *Faculty Handbook*.

In the case of an appeal, every effort will be made to complete the process as soon as possible but the March 15 deadline no longer applies.

#### 23.13.3.2 Reappointment Review Process of Second Year Tenure-Track Faculty

By the end of the first semester of the second year in a tenure-track position, the faculty member will submit an Annual Report of Activities and a response to any concerns raised

in the first year's reappointment process. The timeline then follows that of first year review, starting with Step 3 and week three (3) of the Spring semester.

#### 23.13.3.3 Reappointment Review Process of Tenure-Track Faculty After the Second Year

Beginning in the second year of the contract, all probationary faculty members will participate in the Annual Evaluation process as described above. Thus, for the first ten (10) weeks the process is the same as for annual evaluation.

1. After the completion of the Annual Review process, by the end of week 12 of the Fall semester the tenured faculty in the department will meet to evaluate the candidate as part of a formal reappointment review committee. The rules for service on this committee and the principle behind the decision are the same as those described above in Section 23.13.2, Step 1 and 23.13.3, step 3. A recommendation to reappoint made by a simple majority of the committee members will constitute an endorsement to the Dean for reappointment. This recommendation will be forwarded to the Dean
2. By the end of week 14 of the Fall semester, the Dean makes a decision and informs the faculty member. The decision process described in Section 23.13.3, Step is to be followed.
3. By the end of week 16 the Dean meets with the faculty member if the faculty member desires and forwards his or her recommendation and any written comments of the faculty member to the VPAA.
4. By the end of the semester, the VPAA makes a reappointment decision. The decision process described in Section 23.13.1, Step 6 is to be followed.
5. The decision of the VPAA is final. The only grounds for appeal available to the faculty member are for a violation of University policy. Such appeals are sent to the Faculty Affairs Committee who will follow the appeal process outlined in the *Faculty Handbook*.

#### 23.13.4 Tenure Evaluation

Beginning in the Fall semester of the fifth year of a five year probationary tenure-track period, faculty members are reviewed for tenure status. If approved by the President, tenure status will be granted with the subsequent year's contract. Faculty members who will not be awarded tenure will be notified by May 15 of the same year. The faculty member denied tenure will be given a terminal year contract for the following academic year.

#### 23.13.5 Evaluation for Promotion to Associate Professor

Promotion to Associate Professor may be awarded simultaneously with the awarding of tenure. Credit for time in rank at other institutions shall not exceed the credit given for tenure. In any event, no faculty member shall be promoted before obtaining tenure at the University. When the evaluation for promotion is separate from that for tenure, it also will happen in the Fall semester.

### 23.13.6 Evaluation for Promotion to Full Professor

During the Fall semester of each academic year faculty who are eligible and wish to be considered for promotion to Full Professor will submit their dossiers to be reviewed for this purpose. If approved by the President, the subsequent year's contract will reflect the new rank.

### 23.13.7 Promotion and Tenure Evaluation Procedures

The procedure for evaluation for the awarding of tenure or promotion shall follow the same basic format as the procedure for annual evaluation with four additions:

1. At each stage of review, the evaluators will include with their evaluation provided to the faculty member a written recommendation with explanation, as to the awarding or denial of tenure or promotion based upon the requirements outlined in 23.10;
2. At the stages defined below in the timeline (Section 23.13.8) the faculty member has a right both to respond, in writing, to the evaluator's recommendation and to appeal to the Faculty Affairs Committee; and
3. The evaluation process proceeds through the Dean, to the VPAA, and, finally, to the President.

### 23.13.8 Timeline for the Tenure and Promotion Process

1. By the end of week three (3) of the Fall semester, in conjunction with the annual review process, the faculty member submits his or her materials to the peers of the academic unit.
2. By the end of week five (5) faculty in the department review the submitted materials and submit their evaluations to the Chair. Tenure-track faculty may decline to evaluate their peers. Peers are to perform both a categorical and narrative evaluation of the faculty member, and provide a recommendation as to the awarding of tenure or promotion based upon the requirements outlined in 23.10.
3. By the end of week seven (7) the Chair transcribes the written comments verbatim and collates the evaluations and performs her own evaluation. The transcribed/collated evaluations are sent to the faculty member.
4. By the end of week nine (9) the Chair is to meet with the faculty member to discuss the evaluations.
5. By the end of week ten (10) any response by the faculty member is submitted to the Chair. The Chair, shall immediately acknowledge the receipt of the response and forward it along with all other evaluations materials to the Dean
6. By the end of week 12 the Dean makes a decision based on the materials submitted. At this point the faculty member has the option of accepting the Dean's recommendation and allowing it to be forwarded to the VPAA or he/she can appeal it

to the Faculty Affairs Committee. Any appeal should be completed by the end of week three (3) of the second semester.

7. In the case where there has not been any appeal, the VPAA has until the end of week two (2) of the second semester to make a decision. The VPAA may do one of the following:
  - a. Accept a positive recommendation of the School or College Dean
  - b. Ask the Faculty Affairs Committee to review the information and recommendations and make their own recommendation. The VPAA then acts based on 'a' or 'c' here.
  - c. Deny the recommendations for promotion and/or tenure with written reason(s) for the denial to the faculty member. A denial must be accompanied by a written justification which is provided to the faculty member. This recommendation will be made by the end of week two (2) of the Spring semester and forwarded to the President.

If the faculty member is denied promotion or tenure by the VPAA, he or she may appeal to the Faculty Affairs Committee. The Faculty Affairs Committee holds a hearing and makes a recommendation with reasons in writing which are forwarded to the President by the end of week six (6) of the second semester.

In the case where there has been an appeal of the Dean's recommendation, the VPAA has until the end of week six (6) of the Spring semester to make a decision. The VPAA may do one of the following:

- a. Accept the recommendation of the Faculty Affairs Committee
- b. Deny the application for promotion and/or tenure with written reason(s) for the denial to the faculty member. A denial must be accompanied by a written justification which is provided to the faculty member.

This recommendation will be made by the end of week six (6) and forwarded to the President.

The faculty member may again appeal to the Faculty Affairs Committee. The Faculty Affairs Committee reviews the finds of the VPAA and makes its own recommendation which is forwarded to the President by the end of week eight (8). (Note: The time frame for the appeal is shorter here because it is assumed that the Faculty Affairs Committee only needs to examine the decision of the VPAA in light of the review the Committee has already performed in the candidate's application for tenure.)

8. After reviewing the evaluations already made, the President may, or may not, accept the recommendation from the VPAA or the Faculty Affairs Committee. However, if the VPAA's recommendation was positive, and the President's recommendation is negative, the President must provide his or her reasons in writing to the faculty member. This should happen within three (3) weeks of receipt of the

recommendation. The president's decision is final unless the faculty member wishes to appeal to the Board of Regents. If there is an appeal, the Board makes a decision by the end of the semester.

#### 23.14. Grievance Procedures Related to Evaluation for Promotion and Tenure

Faculty who are denied promotion or tenure may submit a grievance to the Faculty Grievance Committee according to the procedures outlined in Article 29, Grievance and Arbitration.

The Faculty Association and the University will discuss the creation of a tenure and promotion review committee during the 2008-2009 contract negotiations.

## ARTICLE 24

### POST-TENURE REVIEW

The University recognizes that the purpose of tenure is to protect academic freedom. The purpose of instituting a post-tenure review procedure is to comply with the state's post-tenure review statute, which calls for the regular, periodic review of all tenured faculty. Post-tenure review will be based on an evaluation of the faculty member's teaching, scholarly activity and service to the University and community as described in this article. The timelines set forth below are a guideline for the process. While every effort will be made to adhere to the timelines, failure to adhere to timelines does not in and of itself justify a grievance. When a timeline is not met by the Administration, a written explanation must be provided to the faculty member. A faculty member grieving a failure to meet a timeline must demonstrate as part of the grievance process that the tenure decision was prejudiced by the failure to meet the timeline.

**Initiating Post-Tenure Review:** The Chair may initiate a comprehensive review of a tenured faculty member if fifty percent or more of the faculty peers' in his discipline report a less than Satisfactory evaluation in both research and service in two consecutive years. (In disciplines with less than three members, the evaluations of the department must also indicate fifty percent Unsatisfactory ratings in the categories in question.) In such cases, the Chair shall meet with the faculty member to discuss the implications and consequences of the faculty member's Unsatisfactory rating(s). If the Chair decides to initiate a comprehensive review, the following procedures will be adhered to:

1. The faculty member will be notified by the Chair within ten (10) days of the completion of the evaluations that a comprehensive review of his performance is to be started.
2. Within fifteen (15) days of the notification, the Chair will submit the Annual Report of Faculty Activities and any other relevant materials, including the results of the peer reviews and student evaluations to the Faculty Affairs Committee via the Chair.

In the case of an Unsatisfactory rating in teaching at least two members of the Faculty Affairs Committee shall conduct classroom observations. Such observation will be conducted openly, with full knowledge of the affected faculty member. The affected faculty member shall be given at least forty-eight (48) hours notice that a classroom observation is to be made. If there are previously scheduled exams or other class activities, i.e., field trip or guest lecturer, that do not lend themselves to classroom observation, arrangements shall be made to observe the class at another time.

If the Unsatisfactory rating occurs in research and service, the Faculty Affairs Committee will do an evaluation based on the materials submitted.

After all evidence has been presented to and reviewed by the committee, the committee shall submit a recommendation to the Chair and Dean on whether to place the faculty member on probation. If the recommendation is for probation and the Chair and Dean concur, the faculty member will be informed that a two-year probationary period has begun. A remedial program will be developed based on specific problems identified by the Faculty Affairs Committee. This program and the procedures for evaluating progress will be developed in consultation with the faculty member.

The Chair, in consultation with the department faculty, shall appoint a mentoring team of three members. This mentoring team shall meet with the faculty member.

It is the responsibility of the Chair to ensure that this process is followed. It is the responsibility of the faculty member to actively cooperate in this process. Failure to cooperate could mean moving immediately to Step 3.

3. The annual evaluations will be sent to the Faculty Affairs Committee each year during the two-year probationary period.

If the Committee finds that the faculty member has failed to demonstrate sufficient improvement at the end of the two-year probationary period, this will be reported to the faculty member and his department peers, Chair, and Dean. Within ten (10) days of this notification, the faculty member may appear before the Faculty Affairs Committee to appeal the findings, if the faculty member so chooses. The Faculty Affairs Committee would then hold a second hearing.

If the Faculty Affairs Committee finds that performance has improved to a “Satisfactory” level, the faculty member will be removed from probation after the two-year probation period has expired. This will end the faculty member’s probation.

If a majority of the Faculty Affairs Committee supports the findings, its decision, along with the findings, will be placed in the faculty member’s personnel file and forwarded to the Chair and the VPAA for review and recommendation to the President. This recommendation may lead to loss of tenure and termination of his appointment at the University, or continued probation.

If the President’s decision is to remove tenure and to terminate the appointment, the dismissal may be appealed by the faculty member according to the process outlined in Article 28.6.

4. If the faculty member was placed on probation for unsatisfactory research and service and successfully completes the probationary period, but, the faculty member receives an “Unsatisfactory” performance rating in research and service the subsequent year, the faculty member is automatically placed on a one-year probationary period.

If the faculty member was placed on probation for unsatisfactory teaching and successfully completes the probationary period, but in the subsequent year, the faculty member receives an “Unsatisfactory” rating in teaching, the faculty member is terminated.

## **ARTICLE 25**

### **SALARIES**

Salary increases in each year of this agreement will be limited to funds appropriated for such purpose by the Legislature subject to allocation by the Board, except that the Board, in its sole discretion, may elect to augment funding for salaries and benefits as appropriated by the Legislature.

Faculty salary increases will be negotiated by the University and the Association consistent with an effort to reduce salary compression between the ranks, recognize differences in market conditions between disciplines, recognize years of service to the University, recognize years in rank, and address, as appropriate, any other conditions specific to individual circumstances.

For the 2007-08 academic year, the minimum salaries by rank for faculty members with a terminal degree in their discipline will be \$45,000 for Assistant Professors, \$51,000 for Associate Professors, and \$58,000 for Professors. The minimum increase over 2006-07 academic year salaries for any returning faculty member will be 3.0%. The average salary increase for faculty who were at the University in 2006-07 will be no less than 10.0%.

For the 2008-09 academic year, compensation for faculty overload contracts will be increased from \$721 per credit hour to \$800.00 per credit hour.

**ARTICLE 26****NMHU CENTERS**

Faculty members shall not be transferred to work at one of the NMHU Centers, and Center faculty shall not be transferred to work on the main campus, without the consent of the faculty member involved and discussion with the affected discipline(s), department(s), and/or school.

**ARTICLE 27****TERM OF AGREEMENT**

All articles in this Agreement (except for Article 25, Salaries) shall become effective upon signature of the representatives of the parties, after ratification by the Association membership and subsequent approval by the University Board of Regents, and shall remain in effect through June 30, 2010, subject to applicable state laws.

Article 25, Salaries, shall be in effect until June 30, 2008. Negotiations related to this article shall follow the procedures outlined in Article 5.

**ARTICLE 28**

**PROCEDURES FOR DISMISSAL  
OF A TENURED FACULTY MEMBER FOR CAUSE  
OR DISMISSAL OF TENURE-TRACK FACULTY DURING HIS OR HER  
APPOINTMENT CONTRACT**

28.1 Hearing by Faculty Committee. The VPAA shall inform the faculty member whose tenure or appointment is intended to be terminated, in writing, of the reason(s) for the suggested termination (Notice of Charge). In cases of possible termination as a result of the Post-Tenure Review Process which already includes a hearing by the Faculty Affairs Committee, the faculty member moves immediately to Section 28.6 for an appeal process.

28.2 Upon serving the Notice of Charge, the VPAA shall notify the Chair of the Faculty Grievance Committee (FGC), who will assign the pre-termination hearing process outlined below to a Committee composed of five (5) members of the FGC appointed for this purpose at the beginning of each academic year. The Chair shall inform the VPAA and the faculty member of the members of the committee within three (3) working days of when the Chair was notified. The VPAA and the faculty member may challenge any member of the committee on the basis of a conflict-of-interest, such as a current relationship, which might lead to the appearance of bias on the part of the committee member. Such challenge shall be submitted to the Chair, in writing, within three (3) working days of receipt of the names of committee members. The Chair shall evaluate the possible conflict of interest, make a decision whether the committee member shall serve, and so notify the parties within three (3) working days of receipt of the objection.

28.3 The faculty member against whom the Notice of Charge is directed shall submit a written response to the charges within ten (10) working days after receiving the Notice of Charge. If the faculty member does not submit a written response to the charge, the committee shall consider whether the stated grounds constitute adequate cause directly and substantially related to the fitness of the faculty member as teacher or researcher, and it may conclude without further inquiry that dismissal would be proper. At its discretion, however, the committee may investigate the charges and request that the VPAA provide additional evidence. Ten (10) working days following the faculty member's failure to respond, the committee shall forward its recommendation, with the reasons stated, to the VPAA for further action.

28.4 If the faculty member submits a written response to the charges, the hearing procedures set forth shall be followed. References to the **complainant** shall refer to the University Administration and references to the **respondent** shall refer to the faculty member. The Administration has the burden of demonstrating adequacy of cause based on the evidence in the record. The following are the hearing procedures:

- a. After receiving the faculty member's written response the Chair of the committee shall schedule a hearing to occur as soon as practicable, but not more than twenty (20) working days after receiving the written response. The notice of the hearing shall be served in adequate time for the parties to provide all information required by subparagraph (d) below.
- b. The hearing shall be private, unless both parties agree that it should be public.

- c. Neither the Rules of Evidence nor the Rules of Civil Procedures shall apply to the hearing.
- d. At least ten (10) working days before the hearing, each party shall provide the committee and the other party with the following information:
  - i. List of intended witnesses, or a statement that no witness will be called. No witnesses other than those on the list may testify without the consent of the committee.
  - ii. Any statement of an absent witness. If such a statement is submitted, the other party may submit a further statement by that witness at least five (5) working days before the hearing, if obtained. If the absent witness does not cooperate in the submission of a further statement, the other party may request that the absent witness's statement not be accepted by the committee.
  - iii. Copies of documents the party plans to introduce into evidence. No other documents may be introduced without the consent of the committee.
- e. The order of the hearing shall be as follows:
  - i. Complainant's presentation of case;
  - ii. Respondent's presentation of case;
  - iii. Rebuttal by complainant, if any;
  - iv. Rebuttal by respondent, if any;
  - v. Closing arguments by complainant; and
  - vi. Closing arguments by respondent.
- f. The committee may exclude unfair, irrelevant, or duplicative evidence but will not be bound by judicial rules of evidence.
- g. Parties shall have the right, within reasonable limits, to question all witnesses. Statements of absent witnesses shall be allowed only if provided in advance (as set forth above) and only if the absent witness cooperates with the opposing party by being available for questioning and for an additional written statement if desired by the opposing party.
- h. All parties shall have the right to be present at the hearing and to be accompanied and/or advised by an advisor or an attorney. However, the attorney may not participate in the hearing itself.
- i. Witnesses shall be present only to testify.
- j. A verbatim record of the proceedings shall be made.

- k. After the conclusion of the hearing, the committee shall recess for closed deliberations. All decisions of the committee shall be by majority vote, the Chair voting in case of a tie. The committee shall issue a written recommendation of its findings to the President within three (3) working days of the conclusion of the hearing.

28.5 Role of the President. The President of the University will consider the findings and recommendation of the Committee and shall inform the faculty of the intended action by the University. If the President decides upon dismissal, a Notice of Dismissal will be issued to the faculty member and employment terminated effective with the Notice of Dismissal.

28.6 Appeal to the Board of Regents. The faculty member may appeal his employment termination to the Board of Regents by submitting a written request within ten (10) working days of receipt of the President's decision. Such appeal shall be decided based on the record of the committee hearing. The Board shall notify the faculty member and the VPAA, in writing, of its decision with respect to the appeal; and its decision shall be final and binding on the parties. In cases where the Board overturns a decision to dismiss a faculty member and the faculty member has been terminated, the faculty member shall receive any pay he or she would have received if the dismissal had not taken effect.

**ARTICLE 29****GRIEVANCE**

The grievance procedure will follow the process outlined in the current Faculty Handbook.

Grievance procedures will be negotiated during 2008-09 contract negotiations.

**ARTICLE 30****EMPLOYER'S POLICIES**

The Association recognizes the right of the University to establish such policies as it may deem necessary or desirable, provided that such policies are not in conflict with the terms and provisions of this Agreement. Application of Board approved policies shall apply equally to all faculty members. Any controversy between the University and the Association as to whether or not a policy is in conflict with the terms and provisions of this Agreement shall be considered a dispute subject to the arbitration procedure in Article 29 Grievance and Arbitration.

**ARTICLE 31****WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the limited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.

The University and the Association, each voluntarily and without qualification, agree that for the life of this agreement that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Salaries negotiated per Article 25 shall be in effect until May 12, 2008, the last day of Academic Year 2007-2008. Future negotiations related to Article 25 shall follow the procedures outlined in Article 5.

**ARTICLE 32****SAVING CLAUSE**

In the event that any portion of this Agreement is invalidated by a passage of legislation or a decision of a Court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiating the provision so invalidated.