



COLLECTIVE BARGAINING AGREEMENT

May 22, 2025 – June 30, 2030

Approved by: NMHU Faculty Association

May 9, 2025

Approved by: NMHU Board of Regents

May 22, 2025

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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 reassigned 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 members 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 Collective Bargaining Agreement seeks to be respectful to all faculty and NMHU employees. The terms "they/them/theirs" may be used to indicate singular persons in this document. Grammatical context shall dictate whether these terms are used in singular or plural capacity.
- 2.1.9 "Day" shall mean one working day when the University is open.
- 2.1.10 "Administration or Administrator" – Shall mean any administrator who is not part of the bargaining unit and is a management or supervisory employee, i.e., Dean, Vice President for Academic Affairs, President, or their designee.
- 2.1.11 "Deadline" – Any deadline in the agreement that falls on a non-working day shall be moved to the next working day.

ARTICLE 3

RECOGNITION

The University recognizes the Association as the sole and exclusive representative of the members of the Bargaining Unit in accordance with the Public Employee Bargaining Act (PEBA). This Agreement acknowledges the Faculty, through the 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. As per the Public Employees Bargaining Act (PEBA) wages, hours, all other terms and conditions of employment, and other issues agreed to by both parties shall be negotiated through collective bargaining. Additionally, as per PEBA, the impact of professional and instructional decisions made by the employer is a mandatory subject of bargaining.
- 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 when either party submits a notice to the opposite party requesting the commencement of negotiations. 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 within ten (10) days of receiving the notice. The notice of request to commence negotiations shall be sent no earlier than November 1st of the academic year of the entire Agreement's termination date. Article 25 - Salaries will be bargained each year beginning the first of February. Every year, the Association and the Administration may unilaterally open up to two articles each for negotiation. Additional articles may be opened upon written mutual agreement of the parties.
- 5.2 With the written agreement of both the Administration and Association, any article can be re-opened at any time.
- 5.3 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.

An impasse in collective bargaining negotiations shall be resolved in accordance with the procedures set forth in PEBA.

- 5.4 All proposals shall be submitted both in writing and electronically in an editable document. All changes shall include original contract language and the language from the most recent proposal.

ARTICLE 6

NO STRIKE OR LOCKOUTS

- 6.1 The Association and its members will not cause, instigate, encourage, support, or participate in any strike of NMHU faculty and staff.

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

ARTICLE 7

INDIVIDUAL FACULTY RIGHTS

- 7.1 The University Administration will conduct all electronic communications with faculty through the university email system. The only exception to this policy is when the Administration responds to a faculty member's message that is sent from a private email account: in such cases, the response is to be considered "official".

While recognizing that many faculty have no summer duties, they are strongly urged to check their Highlands email accounts regularly, as there could be information sent to those accounts that will have immediate benefit or relevance to them (for example, health insurance updates) or that will require action within fixed time constraints.

Members of the Bargaining Unit may use University phones, fax machines, computers, email, 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 their 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 personnel information or data contained on, or accessed through, University resources, other than in the normal course of University business, will occur only under the following conditions: a) the University Director of Human Resources or appropriate Management representative is involved 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. 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 compliance with the criteria listed below.

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 a faculty member's obligation to carry out University duties.
- 7.3.5 The use must be consistent with State and Federal laws regarding, obscenity, and libel, as well as State and Federal laws and University Policies prohibiting the use of University resources for political activity, the marketing of products or services, or personal financial gain not related to faculty work.
- 7.3.6 Users should be aware that internal or external audits or other needs may require examination of uses of University resources and should not expect such uses to be free from inspection.
- 7.3.7 Personal mail shall not be sent using university-paid postage.

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.

7.5 Faculty Student Relationships

The paramount responsibility of each faculty member is teaching and advisement. It is imperative that the integrity of this relationship remain professional. This relationship entrusts the faculty member with authority over the student as mentor, educator, and evaluator. This relationship must be protected from influences or activities that may interfere with this authority. Whenever a faculty member is responsible for the academic supervision of a student, a romantic or sexual relationship, even if consensual, is inappropriate, unacceptable, and punishable under Article 16 of this Agreement, unless fully disclosed and appropriate accommodations are approved by the VPAA.

Faculty members, as the instructors of record, have the academic authority in all instructional activities.

7.6 Intellectual Property

The Faculty Association and the University agree that faculty shall have exclusive rights to all copyrightable material that is not work for hire. Material is not work for hire if it is produced within the scope of a faculty member's normal responsibilities. Such material created by the faculty member remains the intellectual property of the

author/inventor/creator, regardless of whether it is stored in paper or electronic form in university-owned cabinets, computer files, course management systems, course delivery systems, or electronic storage devices. Works for hire are the result of a faculty member having been commissioned in writing by the University to produce a specific work that is explicitly out of the norm of regular duties as defined in the Agreement. For intellectual property faculty rights related to Grants and Other Sponsored Projects, see the Research Policy Handbook.

7.7. Faculty Offices and Research Laboratories.

Faculty Offices and Research Laboratories are University property and may be entered at any time. Out of professional courtesy, the faculty member will be informed when their office or laboratory is entered other than for routine maintenance, cleaning, or inspections.

ARTICLE 8

ASSOCIATION RIGHTS

The Association, as the exclusive representative for all members of the Bargaining Unit, has the rights listed below.

- 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 that violates this provision and shall provide written notification to the President of the Association of such removal.
- 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 Mailboxes and Email. The Association shall have the right to use electronic communication such as email for Association business and to communicate with the members of the Bargaining Unit. The Association President or designee may place material in University mailboxes of bargaining unit employee unless the employee has requested not to receive such information.
- 8.4 University Website. The Association shall have the right to place a link to the Association's web page on the University website which will take the user to a disclaimer page with the following message:

“The following link is an external website managed by the NMHU Faculty Association, and does not necessarily reflect the views of New Mexico Highlands University.”

No material that is libelous or of a personally derogatory nature shall be posted on the Association's website.

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 limited by the provisions this Agreement shall include, but are not limited to, the rights listed below.
- 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 members is to render to the University a 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 faculty member 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 his primary source of employment. The categories for the various degrees of involvement in outside activities are listed below.
 - 10.3.1 The faculty member does not have to inform the Dean nor obtain approval. This category would consist of activities such as attending professional meetings, writing books, giving occasional speeches and lectures, refereeing manuscripts, and outside activities that are personal.
 - 10.3.2 The faculty member would be required to inform the Dean, but would not be required to obtain approval. This category would consist of activities such as occasional outside consulting activities, holding office in scholarly or professional organizations, and assuming editorial duties for a journal.
 - 10.3.3 The faculty member would be required to inform the Dean and obtain prior approval. This category would consist of activities such as consulting more than one day per month, teaching for another institution, and operating a personal business. Faculty and Administration shall not teach courses that are the same or similar to ones offered at NMHU at other institutions of higher education.
- 10.4 Faculty members involved in outside employment activity must complete an annual disclosure form. If any outside employment presents a potential conflict(s) of interest, the faculty shall work with the Dean to resolve any such conflict(s). For more detailed guidelines about resolving conflicts of interest at NMHU, please see the NMHU Research Policy Handbook.

ARTICLE 11

FRINGE BENEFITS

- 11.1 The Association recognizes that some fringe benefits and conditions on benefits are set and regulated by the State and/or Federal Government.

Eligible employees and eligible family members are defined by Risk Management Division (RMD) and may participate in the following plans offered by RMD. 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.

- 11.2 SHARED COSTS BENEFITS:

11.2.1 Health insurance

NMHU provider is the NM General Services Division (GSD)/Risk Management Division (RMD) and the costs are shared between employer (NMHU) and eligible employee distributed at this rate of 63% employer (NMHU) and Employees share is 37%. The University pays 100% of the vision insurance. Other services include:

Medical Coverage option that includes a prescription drug carrier

Dental Coverage

11.2.2 Educational Retirement options

NM Educational retirement board (ERB) is a shared rate by NM Statute. Shared rates shall be in accordance with current and applicable state law.

An Alternative Retirement Plan (ARP) is available to new faculty who meet eligibility requirements.

Regular membership is a condition of employment and all local administrative unit employer who qualify as regular members must be covered under the Educational Retirement Act, commencing with the first day of employment.

11.2.3 Retiree Health Care

NM Educational retirement health care is a shared rate by NM Statute. Shared rate(s) shall be in accordance with current and applicable state law.

- 11.2.4 Worker's compensation (paid by NMHU and employee quarterly) amount determined by the law.

11.3 OTHER BENEFITS PAID BY NMHU OR NM GSD/RMD

11.3.1 Life insurance – Life insurance will be provided automatically for the employee, as a Term Life (Basic) of \$50,000.

11.3.2 Employee Assistance Program – Employees are offered professional and confidential counseling program designed to assist employees and their family members with anything they perceive to be a problem through the EAP.

11.3.3 Unemployment insurance - The University pays costs for unemployment insurance.

11.3.4 Educational opportunities

Employee Tuition Waivers up to 18 credit hours per academic year (paid by NMHU/fees paid by employee).

Dependent Tuition Waivers up to 18 credit hours per semester (tuition paid by NMHU/fees paid by employees dependent). This program applies to NMHU offered courses only. Eligible dependents including a legal spouse, domestic partner (affidavit of Domestic Partnership must be filed with Human Resources), and any naturally, legally adopted, or step-children who, as of the original application deadline, are unmarried and have not reached age of twenty-five (25).

The amount of the tuition benefit will be reduced by the amount of tuition waived by any other tuition waiver or tuition scholarship.

Under IRS regulation, the value of tuition benefits may be considered taxable income to the employee. The value of benefit, if applicable, will be included as compensation on the employee's W-2 form filed with the IRS and subject to withholding.

11.4 EMPLOYEE PAID BENEFITS

(Contact NMHU Human Resources Department for details and annual or per pay period costs. Some insurances and benefits are provided by the State of New Mexico and are subject to change.)

11.4.1 Flexible Spending Account – A flexible spending account is available and allows the employee to pay for eligible medical and/or dependent care expenses on a pre-tax basis.

11.4.2 Life Insurance – Additional Employee Term Life (Supplemental) Life, and Dependent Life (spouse, domestic partner, and children) coverage are provided. Contact the Human resources Department for details.

11.4.3 Disability – The State of New Mexico Disability Policy is a self-insured plan, which was created to provide financial assistance to those that are unable to work for a period of time and lose income due to a sickness or injury (if not receiving Workers compensation). The Disability Plan is not available to dependents. Participation in this Plan is voluntary. The premium is 100% paid by the employee after-tax. For more details about the plan, please see the separate Disability Policy found on www.mybenefitsnm.com. Contact the Human Resources Department for details.

11.4.4 Supplemental Retirement Plans

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

Voluntary Supplemental Accident, Cancer Disability Insurances offered by various carriers paid by employee. For a complete list of other supplemental insurances, please contact NMHU's human resources department.

ARTICLE 12

WORKLOAD AND WORK HOURS

12.1 Teaching from the Location of Record

The Location of Record is the location where the faculty member primarily or exclusively teaches. Faculty in approved asynchronous degree programs will have “Online” as designated as their Location of Record. The assigned Location of Record will determine the location of the faculty member’s office. For new hires, the Location of Record will be assigned by the VPAA in the initial employment contract based on the job advertisement. For hires prior to AY 2020, the VPAA will assign the Location of Record based on where the faculty member currently teaches. It is possible for a faculty member to hold more than one Location of Record. The location of record is not related to the course delivery method, except as stated in this Article.

At least half of the faculty member’s teaching load shall be offered from the Location of Record each semester unless approved by the Dean and VPAA. Faculty may work at multiple locations as approved by the Chair and Dean in the scheduling process. Faculty may request a change to the faculty member’s Location of Record with written justification. Administration will provide written notice to Faculty for any proposed change in Location of Record initiated by Administration. Per Article 26, faculty members shall not be transferred to work at another Location of Record, without the consent of the faculty member and consultation with the discipline and department.

Per Article 26, faculty members shall not be transferred to work at another Location of Record, without the consent of the faculty member and consultation with the discipline and department.

12.2 Normal Teaching Load and Reassigned Time

Unless specified elsewhere in the Agreement (e.g., reassigned time for the Chair), Article 12.2 is intended to be the comprehensive section for faculty reassigned time from teaching.

The normal teaching load is 24 credit hours per academic year with the exception of first year HU faculty who will teach 18 credit hours during their first year of service. However, faculty may receive reassigned time to decrease their teaching load. Faculty members who are asked to teach in excess of their required teaching load per academic year will receive overload contracts. Some faculty may be hired on alternative academic year contracts, such as Spring/Summer or Summer/Fall, based on programmatic needs. The summer session is part of the previous Fall and Spring academic year.

12.2.1 Each academic year, faculty may request to reduce their normal teaching load up to three (3) credit hours in exchange for specific types of activities that may reduce load and include, but are not limited to: coordinating programs, completing HLC accreditation activities, mentoring and overseeing contingent faculty, proposing

and implementing new programs, administering grants without funded release, or leading service activities. Such activities shall carry an expected total load of 150 hours for three (3) credits of reassignment.

- 12.2.2 To receive the reduction, faculty shall write a short proposal (i.e., 1-2 pages) to the Chair who forwards the proposal on to the Dean with their own recommendation. The Dean makes the decision as to how many credits may be reassigned from teaching to other work at the University. The VPAA will coordinate the Deans to ensure parity in reduced loads across the Schools and College. If the faculty member disagrees with the Dean's decision, they may meet with the VPAA to reconsider the decision. At the end of each Academic Year, the faculty member shall submit a written report and documentation to the Dean regarding the status of their assigned duties. Faculty members who are unable to complete their assignments, as determined by the Dean, and in alignment with the proposal, may not be eligible for reassigned time for two (2) academic years.
- 12.2.3 If overload contracts are paid in the Fall for credits taught over 12 credits, and the faculty member is underloaded in the Spring, then the faculty member must make up the underload in the summer, or the University will deduct the reimbursement from the faculty member's Summer paycheck.
- 12.2.4 Faculty members shall be given one (1) teaching credit hour workload credit for every completed thesis, publishable paper(s), graduate Capstone portfolio, or graduate field project for which they served as supervisor or chair. Workload credits earned under this section will be paid at the per-course rate upon proof of completion by the faculty to the Dean after the end of each term.
- 12.2.5 Faculty members shall earn 0.33 teaching credit hour workload for every credit hour of independent study, independent research, or directed study for which they were the instructor of record, to be paid at the per-course rate upon completion of the course as provided by the faculty to the Dean after the end of each term. No faculty member shall accrue more than three (3) teaching credit hours under this provision per academic year. If a student withdraws from a course after at least 50% of the course has taken place, the instructor shall be compensated for 50% of the regular compensation. The parties will work through the HR Task Force to develop a process for reporting this information and disbursing payments.
- 12.2.6 The respective Deans will generate a list of faculty entitled to compensation for theses, publishable papers, graduate Capstone portfolios, and graduate field projects for which they were supervisor or chair, as well as independent studies, independent research, and directed studies at the end of each semester. This list shall be sent to Human Resources/Payroll to process workload credit for payment. Any faculty member inputting a midterm or final grade for aforementioned courses will be paid.

- 12.3 The Faculty Association President shall have the right to take 0.25 FTE reassigned time.

The Faculty Association will reimburse the University at a rate equivalent to the rate for overload pay in Article 25, plus fringe benefits.

- 12.4 Final preparation of teaching schedules and mode of delivery shall be the responsibility of the Chair in consultation with and majority vote from the faculty in each department, in order to meet budgetary, enrollment, programmatic, and student needs. Chairs will send the schedules to the respective Deans for review and approval. The Dean will work with the Chair to modify the schedule as needed to meet budgetary, enrollment, programmatic, and student needs. An impasse shall be reached if the Dean and Chair cannot agree to a schedule by the deadline set by the registrar's office. Prior to declaring an impasse, the Chair and Dean shall meet with all departmental faculty as a group to discuss budgetary, enrollment, programmatic, and student needs. In the event of an impasse that cannot be resolved, the VPAA determines the outcomes for the impasse. The VPAA shall meet with both parties simultaneously, prior to resolving an impasse.
- 12.5 During or prior to the semester, additional requests for changes in a faculty member's teaching schedule, additional reassigned time, or the mode of delivery of a course may be initiated by the faculty member. The Dean or the VPAA shall make the final decision. An Administrator may approve requested changes only after consultation with the faculty member and Chair, who will agree upon a set of deliverables that align with the University Mission and Goals.
- 12.6 Faculty members are required to be available, in person, on campus or online five (5) hours per week, over at least three (3) days, during normal working hours. Normal working hours are here defined as between 8:00 am and 5:00 pm, Monday through Friday, unless the faculty member teaches evening or weekend classes, in which case the office hours must be kept as appropriate for that faculty member's normal teaching schedule. Faculty shall hold office hours that correspond to the locations and modalities of their courses. To facilitate academic advising, at least 2.5 office hours shall be held at the faculty member's Location of Record in the faculty member's office. Each semester, any proposed deviation from these requirements must be justified in writing and approved by both the Chair and the Dean. Office hours shall be posted on the faculty member's office door, syllabus, and the Learning Management System where relevant.
- 12.7 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 which is approved by the Faculty Senate and Faculty Association. All faculty are required to participate in-person during faculty development days and commencement regardless of their Location of Record. Unapproved absences will result in a reduction of the term of a faculty member's contract by the number of days absent from work, and a salary reduction commensurate with the reduced contract term. Under exceptional circumstances, an absence may be approved by the Dean.

- 12.8 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 notification and then from the Chair to the Dean for approval. Every effort should be made to find alternatives to the cancellation of classes (e.g., substitute instructors or work assignments).
- 12.9 For unforeseen absences due to emergencies, the faculty member shall notify the Chair so that steps for meeting or canceling class may be taken.
- 12.10 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 administrative assistant information as to where they might be reached. When faculty work less than 40 hours during a week because of sick leave, the number less than 40 hours shall be counted as the number of sick leave hours.
- 12.11 Faculty members are required to provide their personal telephone number and mailing address to the Chair and the Dean. Faculty are responsible for keeping their contact information in Banner current.
- 12.12 Compensation for the Department Chair

Compensation for Department Chairs may be provided by reassigned time during the Academic Year and by a separate contract for duties between academic years (May-August).

12.12.1 The Chair of a department shall be provided one (1) course release each semester. For ten or more faculty full-time equivalent (FFTE), the Chair will be provided three (3) course releases over the course of the academic year. For the purposes of this contract, FFTE is determined by the number of tenured, tenure-track, term and per-course faculty, and graduate teaching assistants (GTA). Per-course faculty and GTA's will be calculated as a 0.20 FFTE for every six (6) credits taught during an academic year.

Other factors that may be taken into consideration will include the number of faculty supervised, the number of disciplines within the department, the number of student credit hours generated, the number of majors, significant initiatives undertaken by the department in a given year, and additional oversight duties required of the Chair.

Reassigned time for the Department Chair counts as faculty reassigned time rather than administrative reassigned time.

Between academic years, the Chair is required to perform the duties of the position for a period of 160 hours. The schedule will be determined by the Dean and the Chair. The agreed upon schedule will be submitted to the Vice President for

Academic Affairs by the first Monday following Commencement. The Chair will be expected to: 1) initiate Summer and/or Fall schedule changes; 2) provide student advisement; and 3) address other departmental and/or university needs, as necessary, including serving on committees or task forces held between academic years.

12.12.2 For duties in the period between academic years, the Chair shall receive a separate administrative contract with compensation at a rate of one ninth (1/9) of their current academic year base salary.

12.12.3 With the Dean's approval, the Chair may also teach one (1) course during the summer session for additional compensation on a per-course contract at the per-credit-hour rate. Under unusual circumstances, overloads may be assigned.

12.13 Faculty have the option to receive a one-time phased stipend of \$1,000 for development of an innovative, high-impact, mode of delivery for a new or existing course as described below.

Interested faculty shall submit a proposal to the Administration outlining their plan for new course delivery by the end of the fourth week of classes two (2) semesters prior to the course offerings. Proposals will be evaluated by the Academic Affairs Committee, with a recommendation made to the VPAA for final approval. Courses that support university priorities, e.g., development of online course offerings, learning communities, or courses that are offered during the summer, may be given priority for funding. Faculty will receive \$250 for successful development of the new course following completion of professional development training offered by the Center for Teaching Excellence (CTE). The balance of \$750 will be paid following the successful completion of the course the first time it is offered, so long as it meets minimum class enrollments. The expectation is that the course will be offered within two (2) semesters of approval.

12.14 In an effort to reduce the cost of textbooks for students, a faculty member who uses 75% of the course materials required in their normal teaching load from free or open sources, the faculty member will be paid an additional one-time stipend of \$200 per course. Verification of compliance will be made by the Chair and Administration.

12.15 When compensation is available for CTE activities, participating faculty shall be compensated equally for completing the same objectives. Compensation will be determined by the CTE Advisory Council and in concurrence with the Administration.

ARTICLE 13

WORK UNDER SPONSORED PROJECTS AND EXTERNAL FUNDING

New Mexico Highlands University promotes research and sponsored projects and supports its faculty in grant development and implementation. It is incumbent upon faculty members to submit grant proposal routing forms in order to receive permission from the Chair, the School or College Dean, and relevant signatories from Administration to submit a grant proposal externally. Administrative signatories shall review the proposal to ensure that NMHU can reasonably meet its material commitments to the funding agency consistent with our mission, and to ensure that each applicant included appropriate facilities and administrative (i.e., indirect) costs. The signatories shall ensure the academic freedom rights of faculty under Article 15. A faculty member, during the regular academic year, may apply to the Dean for reassigned time for grant development or implementation. Once the grant is awarded, the faculty member will receive the reassigned 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 reassigned time for the purpose of teaching.

Faculty members participating in grant proposals should ensure that those proposals include provisions for reassigned time, if appropriate, to enable reimbursement to the University, and to allow for faculty participation in that reassigned time from normally assigned teaching duties. In cases where reign 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:

- 13.1 If the funding agency pays supplemental overload contracts, then the contract shall not exceed 25% of the faculty member's regular salary;
- 13.2 If the funding agency does not provide for supplemental overloads, then the Administration may provide a supplemental overload at the per-course overload rate defined in Article 25 of the CBA.
- 13.3 The School and/or discipline will not be adversely affected by the faculty member's involvement in the project;

Faculty members who receive a 100% externally funded summer session contract require VPAA approval for additional teaching contracts during this period.

Faculty may apply to the VPAA for supplemental pay or reassigned time for new initiatives or other NMHU sponsored endeavors.

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.

Funding for sabbatical leaves will normally be included in the University budget but will be 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 of the President of the University.

There will be no loss of fringe 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. However, if the faculty member fails to return to NMHU following the sabbatical, the faculty member must reimburse the University salary and contributions for benefits and retirement, and other university incurred expenses.

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.

The deadline for faculty applications will be November 1. Faculty members may apply for sabbatical leaves for the next academic year or the year following. The deadline for the administrative decision to grant a sabbatical(s) will be March 1 of the academic year in which the application is received. However, sabbaticals awarded a year in advance may be withdrawn for fiscal reasons or staffing considerations up to one semester prior to the scheduled start of the sabbatical.

Sabbatical leaves are competitive and will be awarded on the basis of merit and available resources. The number of awards for a given year will normally be limited to no more than 5% of the faculty.

No sitting member of the Faculty Affairs Committee may apply for a sabbatical. If a Faculty

Affairs Committee member is considering applying for sabbatical, the faculty member must step down from the committee of the start of the academic year during which the faculty member intends to apply.

14.1 Criteria

Sabbatical Leave proposals will be evaluated by the following criteria:

14.1.1 Teaching Effectiveness. The leave proposal should indicate how the applicant's effectiveness in future teaching responsibilities will be improved by the proposed travel, study, and/or research.

14.1.2 Program Development. The extent to which the present and future programmatic needs within the member's curricula will benefit from the faculty member's proposed travel, activity, and/or research.

14.1.3 Professional Growth. The proposed travel, activity, and/or research should contribute to the faculty member's effectiveness in the faculty member's area of specialization. Specifically, how will the leave time be used to make the applicant more knowledgeable about the faculty member's field.

14.1.4 Professional Status

14.1.4.1 A minimum of six years of service at NMHU.

14.1.4.2 A minimum of six years since the last Sabbatical leave.

14.1.4.3 Assessment of previous leaves, if any, as documented by the required final report(s).

14.1.4.4 The applicant has achieved the rank of Associate or Full Professor.

14.1.5 Internal and External Constraints

14.1.5.1 Faculty member's obligations and/or commitments to previous university agreements.

14.1.5.2 The existence of any partial funding sources (e.g. grants).

14.1.5.3 The time line in which the activity or research can be conducted.

14.2 Proposal Outline

Sabbatical Leave proposals must contain at least the following materials in narrative form:

14.2.1 Abstract

The abstract should be a 50 – 100-word summary of the proposal.

14.2.2 Introduction, Purpose, and Rationale

14.2.2.1 The overall purpose of the leave activities.

14.2.2.2 A justification for the project.

14.2.2.3 The background material used to justify the proposed activity or research.

14.2.2.4 A report of previously conducted projects if relevant to the current, proposed activity.

14.2.2.5 The specific objectives of the activity stated in testable hypotheses and/or measurable outcomes.

14.2.2.6 A description of how the proposed activity is of significance.

14.2.3 Methods or Plan of Action

14.2.3.1 Briefly outline activities or the research design.

14.2.3.2 Provide a timeline that indicates the semester/semesters of leave time, the dates of any deadlines, and the intended distribution of effort over the specified time.

14.2.4 Evaluation

14.2.4.1 Describe the expected results of the activity or research.

14.2.4.2 Indicate how the results will be assessed.

14.2.5 Anticipated Benefits

Describe anticipated benefits to self, discipline, and university.

14.2.6 Affirmation of Intent to Return to NMHU

14.2.6.1 The affirmation should include the intent to return to NMHU for a period of at least one academic year of service, unless a shorter

period of service is approved by the VPAA.

14.2.6.2 The affirmation should also contain a commitment to provide the Dean, the Vice President for Academic Affairs, and the Faculty Affairs Committee with a written summary report within thirty (30) days of return to service. (ref 14.4.7)

14.2.6.3 The faculty member must prepare and present a report of the sabbatical experience and results during the next Faculty Development Week or Research Day.

14.2.7 Curriculum Vitae.

14.2.8 If, after a leave has been awarded, significant changes are made in objectives, locations, or other vital aspects of the project design, the changes must be reviewed by the Chair and approved by the Dean, and the Vice President for Academic Affairs.

14.3 Review Time Frame

The University President will consider the sequential recommendations of the concerned School and/or Department, the Faculty Affairs Committee, and the Vice President for Academic Affairs. A summary of the recommendations made at each of the sequential levels will be forwarded to the next higher level.

Briefly, the steps are as follows:

14.3.1 The VPAA announces to all bargaining unit faculty the timeline for sabbatical applications by September 15.

14.3.2 The faculty member informs the Office of the Vice President of the faculty member's intent to apply for a sabbatical by October 1. The VPAA determines eligibility and informs the prospective applicant of the result by October 15.

14.3.3 Submission of application by November 1.

14.3.4 Departmental Review

14.3.4.1 If the Department supports the proposal by majority vote, it is forwarded to the Dean and the Faculty Affairs Committee, along with a statement of resource needs during the sabbatical period.

14.3.4.2 If the Department does not support the proposal, the sabbatical leave is denied; and the Chair will notify the faculty member.

14.3.5 Concurrent Reviews of Dean and the Faculty Affairs Committee

The Dean will review the applications, inform the faculty member and Chair of the Dean's recommendation, and forward the proposal to the VPAA. The Faculty Affairs Committee will review those sabbatical proposals submitted to them and forward a recommendation to the VPAA. Only Associate and Full Professors on the Faculty Affairs Committee may review sabbatical proposals. Additionally, no member of the Faculty Affairs Committee may review a proposal from a member of the faculty member's department.

14.3.6 Vice President for Academic Affairs

The VPAA will review the proposals and send a recommendation to the President. The President shall make the final decision and notification.

14.3.7 Notification of the applicant should be no later than March 1.

14.4 Conditions

Sabbatical leaves are subject to the following conditions:

14.4.1 Sabbatical leaves will be granted for a period of one semester at full pay OR for two semesters at half pay. The time spent on sabbatical leave shall count as full-time service (subject to ERE policies and guidelines).

14.4.2 Normally, sabbatical leaves for faculty cannot begin until the end of the academic year in which the application has been made and approved.

14.4.3 A faculty member on sabbatical leave is relieved from all teaching, research, administrative, and committee duties for the duration of the leave.

14.4.4 Additional income --for example, grants-in-aid or fellowships --may be accepted during the leave provided the activity for which the income is received contributes to the faculty member's professional development and does not detract from the accomplishment of the activities set forth in the sabbatical leave proposal as submitted to the University.

14.4.5 Sabbatical leaves cannot be granted when an ongoing program of instruction or research will be jeopardized. The Chair must attest to the ability of the academic unit to adjust the responsibilities of the person on leave.

14.4.6 A faculty member receiving a sabbatical leave in one fiscal year can postpone it to a subsequent year only at the University's request. If the delay is requested by the faculty member, then the faculty member must reapply and be considered with all other new applications.

14.4.7 Within thirty (30) days following the faculty member's return to the University, unless special provisions are made, the faculty member must submit a written

report to the Faculty Affairs Committee and the Dean. This final report must state the proposed activities and goals of the leave and contain a summary of work completed towards the goals. It must also indicate how the new knowledge will be utilized to enhance the faculty member's performance within the University community. The report will be reviewed and forwarded to the Vice President for Academic Affairs. A copy of the report will be kept in the faculty member's personnel file and may be consulted as part of the application process should the faculty member apply for a subsequent Sabbatical.

- 14.4.8 Failure to submit a complete final sabbatical report may result in disciplinary action. Also, a faculty member may not submit a subsequent sabbatical proposal if they have not completed a final report from the prior sabbatical.

ARTICLE 15

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.

- 15.1 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 teaching, research, scholarship, and creative activities. It includes the freedom to perform one's professional duties and to present differing and sometimes controversial points of view, free from reprisal and/or interference in the instructor's of record instructional activities.
- 15.2 Academic freedom also includes the right of extramural utterances. The concept of academic freedom, including extramural utterances, 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 outside a faculty member's professional work but related to their academic expertise, 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 strive to be accurate, exercise appropriate restraint, show respect for the opinions of others, and indicate, when speaking as citizens, that they are speaking only for themselves.

ARTICLE 16

EMPLOYEE INVESTIGATIONS

The purpose of this article is to establish rules and procedures by which allegations of faculty misconduct may be addressed equitably, expeditiously, and without violating due process.

16.1 The University itself or through its designee has the right and obligation to investigate good faith allegations of faculty misconduct. The University and Faculty agree to keep investigations confidential, as permitted by law.

16.2 A faculty member may be placed on administrative leave with pay during an investigation involving the faculty member, if it is determined the faculty member presents an immediate threat to a student, another faculty member, or other member(s) of the campus community, or when removal is necessary to stop or abate alleged misconduct. A faculty member may be required to relinquish University property, normally described as but not limited to University issued keys, computers, tablets, or cell phones, while on administrative leave.

Such temporary administrative leave is not a punishment, and it is not evidence that the allegations are substantiated.

16.3 The University shall notify the Faculty member of the allegation(s) of misconduct within fourteen (14) days of a formal investigation. The investigation shall include interviewing the complainant, the accused, any pertinent witnesses, and reviewing any relevant documentation and must be limited to comply solely with the scope of the investigation. However, if additional evidence of misconduct is discovered during the investigation, the scope may be expanded. The accused faculty member must be informed that the faculty member has a right to Association representation. The accused shall be informed of the complaint, the complainant, and the time frame of the alleged incident or actions, except where anonymity is required by law.

16.4 When necessary, during an investigation, the University may enter a faculty member's office. The Association shall be invited to have a representative present.

16.5 As a condition of employment, faculty are required to cooperate in an investigation. Faculty will be provided a Garrity Statement at the outset of an investigative interview. Both Faculty and the Administration will sign acknowledgment thereof.

16.6 When the faculty member is under investigation, the faculty member may be represented by an Association and/or union representative in any related meetings with the University.

The representative's involvement shall not interfere with the legitimate interests and prerogatives of the investigation.

16.7 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, except as required by law. If the investigation does not result in disciplinary action, no documentation will be placed in the faculty member's personnel file or released publicly, except as required by law.

16.8 The University recognizes that certain research laboratories and other creative spaces are sensitive environments. The University shall agree to follow all laboratory/creative space protocols and procedures to prevent damage. Unintended damages to these spaces shall not have bearing in the merit of the investigation and may be grieved under Article 29. The University shall notify the faculty member 24 hours in advance of entering a laboratory/creative space. During that 24 hours, the faculty member, or anyone acting on behalf of the faculty member, shall not enter the space to be investigated without an official University representative present, unless by written approval by the VPAA.

Faculty on paid administrative leave have no access to these areas during the investigation.

16.9 Any actions, other than dismissal, taken by the Administration as a result of such an investigation may be grieved under Article 29 if the action is alleged to constitute a violation of this Agreement. Dismissal may be grieved as per Article 28.

16.10 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 shall stop unless the investigation has produced other evidence of misconduct. The unfounded allegation cannot then be raised again by the University at a later date without new and compelling information.

16.11 Any faculty member who knowingly gives false or materially inaccurate information; knowingly makes a false report of suspected misconduct or a subsequent false report of retaliation; or who knowingly provides false answers of information in response to an ongoing investigation may be subject to administrative action by the University, including disciplinary action.

16.12 In order to protect the positions and reputations of those persons, who, in good faith, report reasonably suspected misconduct, the University prohibits retaliation in any form to be taken against the reporter or any person who cooperates in the investigative process. A complaint of suspected retaliation is cause for the initiation of a separate investigation.

16.13 Upon the conclusion of an investigation, if the allegations have been found unsubstantiated,

the University will issue a closed investigation letter to the faculty person. If the allegations of misconduct are proven substantiated, the University will issue the faculty person an intent to discipline letter, which will include an investigation summary, and an explanation of corrective action. The University shall administer corrective action according to Article 39-Discipline of the collective bargaining agreement.

A faculty member may act individually without the intervention of the Faculty Association.

ARTICLE 17

PERSONNEL FILE

- 17.1 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.
- 17.2 A faculty member will be permitted to review the material contained in their file.
- 17.3 The University will provide a faculty member with a copy of any document placed in their 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.
- 17.4 A faculty member may be accompanied by an Association representative while reviewing their file. In addition, a faculty member may allow an Association representative to view their file, provided that the faculty member makes such authorization in writing. The Human Resources Director or designee must be present during any review of personnel files.
- 17.5 A faculty member may request a copy of their 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.
- 17.6 Faculty members may also place in their file materials relevant to their academic qualifications, teaching, research, scholarship, and service.
- 17.7 If a member of the Bargaining Unit considers material in their file to be obsolete, because of its age or a significant change in circumstances, the faculty member may request to the VPAA, in writing, 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.
- 17.8 All material placed in a faculty member's file is subject to the grievance procedure if the placement is alleged to violate this Agreement.

ARTICLE 18

LEAVES OF ABSENCE

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

18.1.1 Sick Leave

18.1.1.1 Bargaining Unit members shall earn twelve (12) hours of credit for sick leave with pay each month during the academic year. First-year Bargaining Unit faculty shall be awarded 54 hours of sick leave with pay with their initial contract and shall earn 12 hours of credit for sick leave with pay for each month during the Academic Year beginning with their second semester of employment. 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 chair, and if unavailable, the appropriate dean.

18.1.1.2 A faculty member shall be responsible for promptly completing and signing the faculty absence form and returning the absence form to the appropriate Chair and if unavailable then to the appropriate Dean. A faculty member will be required to provide a physician's statement for absences of five consecutive days charged to sick leave. The Chair must report all sick leave taken to the Dean, and Human Resources/Payroll. At the Chair's discretion, in consultation with the Dean, Administration may require a physician's statement of absence from the faculty member.

18.1.1.3 Sick leave may be used only in the event of personal illness or injury of the employee or immediate family member defined as a spouse, parent, child, brother, sister, or any other person residing in the same household of the employee. An employee requesting sick leave for doctor's appointments and other prescheduled health-related absences must request sick leave at least twenty four (24) hours in advance unless an emergency exists.

18.1.2 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. 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. "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.

- 18.1.3 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/Payroll. A faculty member is required to return to their 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.
- 18.1.4 Military Leave. The Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 is a Federal law that establishes rights and responsibilities for Uniformed Service members and their civilian employers. USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to perform service in the uniformed Services, to include certain types of service in the National Disaster Medical System or the Commissioned Corps of the Public Health Service. Faculty members that fall under USERRA shall be granted emergency military leave, temporary military leave, and indefinite military leave in accordance with state and federal law.
- 18.1.5 Holidays. Faculty members who are classified as "academic year" employees are entitled to all holidays designated in the campus academic calendar.
- 18.1.6 Voting Leave. Unit employees, who are New Mexico registered voters, are granted, at their request, time off that does not require the cancellation of classes (2 hours maximum) from University duties to vote in government elections.
- 18.2 Leave Without Pay. Leave without pay may be granted for extended periods of leave for illness or injury, personal reasons, school attendance, sickness in a family, 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. Approval may be granted for a limited duration and based on operational needs. After a leave without pay is granted, reinstatement shall be guaranteed. While on an approved leave without pay, the faculty member shall be responsible for the employee and employer cost of medical benefits. Notwithstanding Article 15.1, time spent on leave without pay in excess of one semester shall not count toward eligibility for tenure or promotion.
- 18.3 Parental Leave

- 18.3.1 Faculty members are eligible for one semester of parental leave with pay. Parental leave is not intended to take the place of FMLA. Parental leave is in addition to FMLA.
- 18.3.2 Eligibility. All bargaining unit faculty are entitled to parental leave. In taking parental leave, the expectation is that the faculty member will spend time caring for and bonding with a child who has recently joined the household. If both parents are faculty members, each is eligible for parental leave. If both faculty members are in the same department, the faculty members and chair will discuss how to best meet the needs of the department and family including whether to take the leave concurrently or consecutively (preferable). Mothers giving birth, spouses or domestic partners of mothers giving birth, parents adopting, and parents accepting a long-term foster placement or fostering toward adoption, are all eligible for equal amounts of parental leave under this policy.
- 18.3.3 Timeline. Parental leave should normally begin within one calendar year after child is born or an adopted or foster child joins the household. Exceptions to the one-year time frame will be reviewed on a case-by-case basis.
- 18.3.4 The use of parental leave shall not have a negative influence in the evaluation of any candidate for reappointment, tenure, or promotion. As such, the faculty member may choose to voluntarily pause the tenure and/or promotion clock while on FMLA or parental leave.
- 18.3.5 Notification. Faculty must notify the Administration 30 days prior to invoking this provision of the agreement.

18.4 Domestic Abuse Leave

The University provides unpaid leave to any employee who is a victim of domestic abuse in accordance with the New Mexico Promoting Financial independence for Victims of Domestic Abuse Act, NMSA 1978, § 5-4A-1 et seq. Leave time may be taken on an intermittent basis for up to fourteen (14) days in any calendar year, taken for up to eight hours in one day. Leave time may be used to obtain an order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials, to consult with attorneys or district attorney's victim advocates or to attend court proceedings related to the domestic abuse of the employee, a minor child of the employee, or a person for whom the employee is a legal guardian. When domestic abuse leave is taken in an emergency, the employee or the employee's designee must give notice to the employee's supervisor or the University's Human Resources/Payroll department within (24) twenty-four hours of commencing the domestic abuse leave. An employee may use paid leave time consistent with University policies.

18.5 Certification or Verification

The University may require verification of the need for domestic abuse leave. If verification is required, an employee must provide one of the following forms of verification in a timely fashion:

- 18.5.1 A police or security report indicating that the employee or a family member as defined above was a victim of domestic abuse; or
- 18.5.2 A copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse. The document does not constitute a waiver of confidentiality or privilege between the employee and the employee's advocate or attorney; or
- 18.5.3 The written statement of an attorney representing the employee, a district attorney's victim advocate, a law enforcement official or prosecuting attorney stating that the employee or a family member appeared or is scheduled to appear in court in connection with an incident of domestic abuse.

The faculty member must contact the Human Resources/Payroll Department for eligibility requirements.

18.6 Family Medical Leave Act (FMLA): The Family Medical Leave Act (FMLA) provides eligible employees with up to twelve (12) weeks of unpaid, job-protected leave per year. It also requires that their group health benefits be maintained during the leave. FMLA is designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family medical reasons. The faculty member can opt to use their sick leave to continue to receive pay during the leave. The faculty member must contact the Human Resources/Payroll Department for eligibility requirements. FMLA may be applied for the following reasons:

- for the birth and care of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- to care for family, spouse, son, daughter or parent who has a serious health condition;
- for a serious health condition that makes the employee unable to perform the essential functions of the faculty member's job; or
- for any qualifying exigency arising out of the fact that a family member, spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

18.6.1 Certification of Health Care Provider for Employee's (or Family Member's) Serious Health Condition form will be provided to the faculty member by Human Resources/Payroll upon receipt of the FMLA Employee Request Form (Appendix TBD). The faculty member will return the completed Certification of Health Care Provider for Employee's (or Family Member's) Serious Health Condition to Human Resources/Payroll to initiate Notice of Eligibility and Rights &

Responsibilities and the Designation Letter for FMLA approval and/or request for further information to make determination of approval. The faculty is responsible for processing the FMLA paperwork through Human Resources in a timely fashion.

- 18.6.2 Human Resources/Payroll shall be responsible for submitting to the Chair and Dean the faculty member's eligibility for FMLA indicating the dates the faculty member may be absent. Faculty members are responsible for submitting a faculty absence form to the Chair during the dates they are actually taking their FMLA leave and are not obligated to disclose any reasons for applying for or taking an FMLA absence.

ARTICLE 19

SAFE WORKING CONDITIONS

- 19.1 The parties will comply with all applicable State and Federal laws and regulations and University policies relating to safe working conditions.
- 19.2 Whenever a faculty member becomes aware of a condition which the faculty member feels is a violation of an institutional safety, 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. If the administrator cannot correct the problem within ten (10) workdays of the date of notification of said problem or provide a timeline for correction, the University Environmental Health and Safety Office shall be notified and an investigation may be commenced. This deadline may be extended by mutual agreement between the parties. Investigations may be informal or formal and will be overseen by the Environmental Health and Safety Office.
- 19.3 Protective devices and first aid equipment as required by State and Federal law will be provided to faculty members who practice in a hazardous institutional environment or during public health emergencies. The University will make training available for faculty members for the proper use of such devices and faculty members will be responsible for the proper use.
- 19.4 Friends, Family, and Children in the Workplace

The University discourages employees from being accompanied by friends, family, or children while working, including leaving children on campus in office areas while they are at work. This does not eliminate periodic, short visits from friends, family, and children. The University desires to be a family friendly place of business, to faculty and staff as well as to students; however, the workplace is not the appropriate place for childcare. During brief visits (specific campus events, situational convenience, or family emergencies), the faculty member accepts full responsibility for the visitor's safety and supervision. If an employee is faced with unusual circumstances regarding visitors at work, the employee should speak with the faculty member's immediate supervisor.

19.5 Animals and Pets on University Property

Faculty are not allowed to have or keep dogs, cats, or any pet in classrooms, offices, residence halls, or any other campus building. Exceptions to this policy are service animals approved and eligible under ADA compliance.

Also exempt under this policy are animals that are housed under approved conditions in research laboratories, and fish, provided that the container is cleaned regularly so that it does not present a health hazard and no illegal species are kept.

ARTICLE 20

FACILITIES AND EQUIPMENT

The University shall determine the facilities and equipment to be provided to faculty members for effective performance.

- 20.1 The University shall provide each newly hired faculty member with the option of a new standard issue laptop, tablet/surface, or desktop (Mac or PC) from ITS. During hiring negotiations, the faculty candidate must be informed of this option.
- 20.2 The University will establish a plan within the next twenty-four (24) months to implement a replacement schedule for Faculty's chosen device (laptop, tablet/surface, or desktop) to be replaced every 5 years. This plan will also identify needed faculty permissions on devices, for successful operation of the triad. Additionally, the plan shall include the replacement of classroom and teaching laboratory computers or the decommissioning of low use classrooms and teaching laboratories. Implementation of the plan shall begin within the next thirty-six (36) months. Devices shall remain the property of the University at all times and shall be returned prior to a faculty member's departure or dismissal or as otherwise required by the University.
- 20.3 When a faculty member's device is replaced, the University shall provide each faculty member with the option of a new standard issue laptop, tablet/surface, or desktop (Mac or PC). Faculty requiring a higher industry standard shall create a proposal for the device specifications needed, to the Academic Dean.
- 20.4 Faculty shall protect university equipment and shall protect data security on all of the devices they use for university work, as per existing policies.
- 20.5 The University shall provide faculty with all software and operating systems necessary for the working of the triad as determined by the University.

ARTICLE 21

REDUCTION IN FORCE/SENIORITY

The University may enact a reduction in force for reasons of financial exigency or for the discontinuance of a faculty position(s), program(s), or department(s). 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. Before terminating an appointment in accord with this Article, the institution, with faculty participation, will make every effort to place the faculty member concerned in another suitable position or location within the institution. The appointment of a faculty member with tenure will not be terminated in favor of retaining a faculty member without tenure, except in extraordinary circumstances where a serious distortion of the academic program would otherwise result. Nor will a faculty member with greater seniority be terminated in favor of a faculty member with less seniority except under the circumstances just mentioned. If a non-tenured faculty member is essential to the existence of a particular program, and a tenured faculty member's duties could be considered non-essential or possibly be covered by another person within the department or institution, it will be the responsibility of the School/College Dean and/or Vice President for Academic Affairs to make a recommendation not to follow seniority. Any such recommendation will be sent to the Executive Committee of the Faculty Association for review and concurrence. Only with such concurrence will any deviation from seniority be allowed.

21.1 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.

22.1.1 Loss of Seniority. Seniority shall be forfeited in circumstances, including, but not limited to resignation, termination, or retirement. Seniority is not lost in the situations described below.

21.1.1.1 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.

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

21.2 Financial Exigency. A reduction in force (RIF) due to financial exigency must be documented. Financial exigency is defined as a serious financial crisis that 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.

In cases of termination 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.

- 21.3 Discontinuance of Faculty Positions, 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 downsizing or 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.

The standards and procedures for program downsizing or discontinuance listed below will apply:

- 21.3.1 Following a program review by the Faculty Senate, a recommendation regarding downsizing or discontinuing formally a program or department of instruction will be made to the Vice President of Academic Affairs for consideration. The Faculty Association will be notified of this recommendation as well.
- 21.3.2 The VPAA or faculty may identify programs for review by the Faculty Senate. Program review should include information on costs, enrollment, student-faculty ratios, societal need, program quality, and other criteria appropriate to the particular situation.
- 21.3.3 Before the Administration issues notice to a faculty member of its intention to terminate an appointment because of formal downsizing or 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 or location. If placement in another position or location 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 may then be terminated. The faculty member may then be given a terminal year contract for the following academic year.

21.4 Appeal Procedure. A faculty member may grieve a proposed relocation or termination from a RIF under Article 29 for a violation of this Agreement.

ARTICLE 22

MENTORING AND PREPARATION OF FOURTH YEAR DOSSIER

The retention and development of faculty is critical for the health of the institution. These efforts can improve productivity, increase satisfaction and morale, and decrease faculty replacement costs. Experienced professors realize that teaching is a dynamic and reflective process. Successful mentoring programs can accomplish the following:

- Induct new faculty into the University through review of policies and procedures prior to the start of the semester.
- Induct new faculty into the department, College or School, and university expectations for teaching, scholarship, and service.
- Connect new faculty with their experienced peers to help integrate them into university life.
- Orient and re-orient faculty to the goals and objectives of department, College or School, and the University mission.
- Provide advice on campus committee involvement and scholarship opportunities.
- Create an atmosphere of reflection and the sharing of best teaching practices among faculty.

All new faculty shall participate in mentoring, until tenure is achieved. In the first semester at NMHU, faculty mentors or mentoring teams shall be assigned by the Chair. Following the first semester, faculty members may select their mentor or mentoring team and report their selection to the Chair and the Dean. Mentors shall be other faculty members rather than administrators.

22.1 Mentoring of New Faculty

The mentoring of new faculty should include information about university policies and procedures, department and College or School expectations, the requirements for tenure and promotion, and observations of classroom teaching. The mentor/mentoring team should perform a classroom observation of the new faculty member every semester during the first two years and annually thereafter and provide feedback to the new faculty member (Article 23.3). In addition, the mentor/mentoring team shall invite the new faculty member to observe their classroom(s) so that a dialogue and sharing of best practices in teaching may occur. The new faculty member shall conduct at least one classroom observation of a mentor annually. Serving as a mentor counts as university service for evaluation.

22.1.1 First Semester of Appointment

In the first semester of appointment to a tenure track position, a faculty mentor or mentoring team shall be assigned by the Chair. The success of the mentoring

process relies in the selection and matching of the mentor with the mentee.

Therefore, Chairs should try to appoint mentors with similar interests, not mentors based on seniority.

The mentoring process shall begin prior to the beginning of the first semester, during Faculty Development Week. In the beginning phases, the mentor should include information about the university community and academic culture, university expectations, and policies and procedures. The procedures for mentoring will vary widely across the University and within Colleges and Schools.

22.1.2 After the First Semester of Appointment

Following the first semester of appointment, a faculty member may select a new mentor or mentoring team, or choose to continue with the original mentor(s). Their selection shall be reported to the Chair and the Dean. In addition, the first semester mentor or mentoring team may terminate the relationship and recommend that the probationary faculty member find a new mentor/team. For the selection of a mentoring team, the probationary faculty member should try to select tenured faculty from his or her discipline, area of interest, and/or related disciplines. This may mean that the mentoring team is comprised of faculty from more than one discipline and department.

22.1.3 The Chair shall meet with the mentor and mentee during the first year of their relationship.

22.1.4 Four-Year Dossier

Faculty in the fourth year on tenure track shall prepare a dossier highlighting the faculty member's activity during the four-year period. A summative evaluation of the faculty member's performance and contributions to the University will be conducted by departmental peers, the Dean, and the VPAA. The results of the evaluation will be used as feedback for the faculty member to gauge whether or not they are on track for tenure, and what improvements, if any, are needed to improve candidacy for a successful tenure application. This evaluation is not related to the current year's reappointment of the faculty member, under Article 23, but failure to complete the dossier may be considered for disciplinary action. The faculty member shall work with their mentor on preparing the dossier. The dossier shall have the same Table of Contents (Appendix A) and follow the same timeline as tenure and promotion (Article 23).

ARTICLE 23

EVALUATIONS, REAPPOINTMENT REVIEW, AND TENURE/PROMOTION

23.1 Types and Standards of Evaluation

Evaluation of faculty members will be consistent with NMHU's Mission, Vision, Strategic Goals, and Core Values. 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 reviewing their colleagues' materials, conducting classroom observations, and developing evaluation reports.

Faculty performance is primarily based upon the areas of teaching and advising, scholarship, and service while maintaining professional relationships with the university community. Consequently, this triad, and the criteria applicable to each as specified below, form the primary, though not exclusive, basis of the evaluation for reappointment, tenure, and promotion.

All members of the Bargaining Unit shall participate in evaluations and shall submit, using the form in Appendix C, a report of faculty activities, following the schedule as outlined in Appendix B. Faculty members shall assess and provide a categorical and summative evaluation of their peers. The categorical ratings include 1) Exceeds Expectations, 2) Meets Expectations, and 3) Does Not Meet Expectations. The summative evaluation shall reflect the rating.

The Chair shall assure that faculty members have completed any required evaluations of other faculty. Failure of the faculty member to complete the required evaluation will be reported by the Chair to the Dean for possible disciplinary action. The Administration retains the right to assess the evaluation to determine if the evaluation process was conducted properly. Timelines for annual/biennial evaluation, reappointment (first year and years 2-5), and tenure/promotion will be attached at the start of each academic year in Appendix B reproducing the language and timeline set forth in this Article. The timelines shall be maintained and posted by the Office of Academic Affairs.

23.1.1 Types of Evaluation

23.1.1.1 Biennial/Annual Evaluation: The purpose of Biennial/Annual Evaluation is to evaluate the faculty member at the current rank's expectation.

- Tenured Faculty: All tenured members of the Bargaining Unit will participate in a biennial evaluation. This evaluation will be formative, with plans implemented to develop and intensify the skills of the faculty member. The biennial evaluation of faculty members forms a part of all other forms of evaluation.

- Tenure-track Faculty: All tenure-track members of the Bargaining Unit will participate in an annual evaluation in their first five years excluding their tenure year. This evaluation will be formative, with plans implemented to develop and intensify the skills of the faculty member. The annual evaluation of tenure-track members forms a part of all other forms of evaluation.

23.1.1.2. Reappointment Review. The purpose of Reappointment Review is to evaluate the progress that the tenure-track faculty member is making towards tenure. 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 15th of the first year at the University. In a faculty member's second and subsequent years of probationary status, the decision regarding renewal must be made by the Friday before the spring semester begins.

The sixth year of probationary status is the Tenure Review Year.

23.1.1.3. Promotion/Tenure Evaluation. Tenure-track faculty members applying for tenure and promotion to Associate Professor shall prepare a dossier highlighting the faculty member's activity during the probationary period. Faculty members applying for promotion to Full Professor shall prepare a dossier highlighting the faculty member's activity during the faculty member's rank as Associate Professor with an emphasis on the most recent five-year period. A summative evaluation of the faculty member's performance and contributions to the University will be conducted. The results of the evaluation are to be used as the primary basis for recommendations regarding the awarding of tenure and/or promotion. A table of contents for the tenure/promotion dossier is located in Appendix A of this agreement. Faculty will be notified of the tenure and promotion decision by the last day of the spring semester in which they applied.

23.1.2 Procedures for Faculty Evaluation

The evaluation for Bargaining Unit faculty includes a series of stages of evaluation by: department faculty; Chair; Dean; VPAA; and President. The Chair's evaluation is as a peer and is included in the peer summaries for department faculty. During the tenure and promotion process, evaluation by a Review Panel is added as an additional evaluation stage. The evaluation process utilizes these stages as follows:

- Biennial/Annual Evaluation shall normally stop at the level of the Dean.
- Reappointment Review shall follow the evaluation process and shall normally

stop at the level of the VPAA.

- For faculty members applying for tenure and/or promotion, the process shall proceed through the President and include an additional evaluation by a Review Panel.

23.1.3 Tenured Peer/Chair/Dean Observation of Classroom Teaching

Peer evaluations of teaching effectiveness, including classroom observation by tenured faculty within the discipline/department, shall be based on an agreed-upon set of departmental evaluation criteria. In the case of probationary/tenure track faculty members, the observations will be conducted by the tenured discipline/department faculty, the Chair, and Dean. Tenured faculty members will be observed by the tenured faculty in the discipline/department, the Chair, and Dean. If a designee is used, the faculty member may request a different designee, if there is a conflict of interest. If the Chair is not tenured, they shall not perform a classroom observation of teaching.

Observations of classroom teaching by the Chair, Dean, and the tenured faculty in the discipline/department should occur at least once prior to the promotion or tenure of a faculty member. Such observation will be conducted openly with full knowledge of the affected faculty member by giving 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.

Tenured, Tenure Track faculty, the Chair, and the Dean shall be given access to online class sites to conduct the evaluation of Tenure Track faculty. 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 that do not lend themselves to classroom observation, arrangements shall be made to observe the class at another time. For faculty teaching asynchronously, an evaluation of the course website, syllabus, and other instructional strategies shall be made.

Classroom observations shall be completed by the end of the fall semester of the year of application for tenure and/or promotion. Probationary/tenure track faculty will be observed by their mentor/mentoring team on an annual basis. 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 observation. These observations shall be included in the faculty member's tenure and/or promotion dossier. The responsibility of classroom observations is not the faculty member's, but rather the responsibility of the tenured peers, Chair, and Dean. Therefore, the faculty member

will be held harmless if no classroom observations were performed.

23.1.4 Categories for Faculty Evaluation

The foundation of the evaluation process is the triad of Teaching and Advising, Scholarship, and Service. It is the responsibility of the faculty member to present evidence of the faculty member's achievements and activities in each of the three areas. The criteria do not comprise a prescription to be followed, but rather a historical description of achievements to make the most compelling case possible to their colleagues. It should be recognized that teaching and advising, scholarship, and service activities may overlap. Therefore, it may be appropriate to include such activities under multiple headings for evaluation.

The evaluation of Bargaining Unit faculty members includes the following categories:

- a. Teaching and Advisement;
- b. Scholarship, Research, and Creative Activity; and
- c. Service.

In order to be awarded tenure and/or promotion, faculty members are required to demonstrate competence in all areas.

23.1.5 Teaching and Advisement 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 member remain current in the fields in which they teach. Certain disciplines have unique teaching activities such as laboratories, individual lessons, studios, and practicums. Teaching is evaluated by students and faculty. Documentation may include student course feedback; peer, Chair, and Dean classroom teaching observations; and descriptions of courses taught and developed by the faculty member. 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.

23.1.6 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 must be approved by the VPAA, be kept on file in the Department Office and the VPAA's Office, and included in the faculty member's dossier.

Any changes in the criteria will be submitted to the Faculty Affairs Committee and VPAA for review.

23.1.7 Service to University, Student Body, and Community

A faculty member shall provide service to the University by participation in standing and ad-hoc committees, and work within programs, departments, and the larger university body. Service to the profession and the community also counts toward the faculty member's service record. Counterproductive work behaviors such as bullying, lying, sabotage, incivility, harassment, or any other disruptive behavior may be counted against a faculty member's service record only if it is documented in the faculty member's personnel file.

23.1.8 Standards for Evaluation, Promotion, and Tenure

The promotion of a faculty member to a rank represents a judgment by the Department, Chair, Dean, VPAA, and President that the individual has met the requirements of the rank. Tenure and Promotion are earned achievements and not entitlements.

The criteria used to evaluate tenure are the same as those required for the rank of Associate Professor. Therefore, Assistant Professors awarded tenure may also be promoted to the rank of Associate Professor.

23.1.8.1 Rank of Professor

Faculty promoted to this rank shall hold an earned doctorate or terminal degree in their field or related field and shall have demonstrated excellence in teaching, evidence of significant scholarly or creative productivity, and leadership on university committees. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the

degree requirements. Faculty shall have served a minimum of five years in the rank of Associate Professor and be tenured prior to appointment or promotion to this rank.

23.1.8.2 Rank of Associate Professor

Faculty promoted to this rank shall hold an earned doctorate or terminal degree in their field or related field and shall have demonstrated excellence in teaching, evidence of scholarly or creative productivity, and active involvement on university committees. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the degree requirements.

23.1.8.3 Rank of Assistant Professor

Faculty appointed to this rank shall hold an earned doctorate, terminal degree, or be "All But Dissertation" (ABD) in their field or related field. In certain disciplines, a master's degree plus professional certification appropriate to the discipline will meet the degree requirements. Assistant Professors shall show competence and creativity in teaching, demonstrated ability to do scholarly or creative work, and serve on university committees. Assistant Professors must complete their doctorate or terminal degree prior to applying for tenure or promotion to Associate Professor.

23.1.8.4 Tenure and/or Promotion

In the Spring semester of the sixth year of a six year probationary tenure-track period, faculty members are reviewed for tenure status and, in the case of Assistant Professors, for promotion to Associate Professor. 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 the last day of the spring semester of the same year. The faculty member denied tenure will be given a terminal year contract for the following academic year.

23.2 **Annual/Biennial Evaluation**

23.2.1 Timeline for Annual/Biennial Evaluation

Each faculty member who is being evaluated for their annual/biennial evaluation shall submit to the Chair, three (3) weeks after the beginning of the Fall semester, a Report of Faculty Activities applicable to their rank. The Report shall present the faculty member's activities in the areas of teaching and advising, 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 and supplying the documentation upon request. In addition, faculty members shall submit updated current curriculum vitae to the Chair, who shall forward it to the Dean, VPAA, and Human Resources.

If a Chair is up for annual/biennial evaluation, the Dean shall perform the Chair's part of the process. If a Chair is not a tenure-track faculty member, the Dean shall perform the Chair's part of the process. Faculty may not evaluate family members. If the Chair is a family member of a faculty member up for annual/biennial evaluation, the Dean shall perform the Chair's part of the process.

- 23.2.1.1 The faculty member, by the end of the third week of the Fall semester, will submit a Report of Activities for consideration first by the faculty peers in the faculty member's academic unit and then by the Dean. Tenure-track faculty may decline to evaluate their peers. Tenured faculty members are required to evaluate their colleagues except in cases of a clear conflict of interest. If a tenure track 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.
- 23.2.1.2 Peers are to perform both a categorical and narrative evaluation of the faculty member. This means that all faculty members are required to provide written comments supporting their categorical evaluation.
- 23.2.1.3 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 Chair.
- 23.2.1.4 During weeks six (6) and seven (7) of the Fall semester, the Chair shall transcribe the peer evaluations.
- 23.2.1.5 By the end of week seven (7) of the Fall semester, the transcribed peer evaluations shall be sent to the faculty member and discussed in a meeting with the Chair. This meeting takes place during weeks eight (8) and nine (9) of the Fall semester.
- 23.2.1.6 By the end of week ten (10), the faculty member submits to the Chair any material the faculty member wishes to include in response to the evaluation materials discussed in subsection 4, above.
- 23.2.1.7 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 Chair, all materials are then forwarded to the Dean for review and any appropriate action.

23.2.1.8 In the case of a tenured faculty member, when it has been determined that a serious deficit in performance has been identified, a meeting during weeks 11 and 12 will be held with the faculty member, the Chair (in cases in which the faculty member belongs to an academic Department), and the Dean to discuss appropriate action, which may include post tenure review.

23.3 Reappointment Review (Other Than First Year Faculty)

23.3.1 Timeline for Reappointment Evaluation

If a Chair is up for reappointment review, the Dean shall perform the Chair's part of the process. If a Chair is not a tenure-track faculty member, the Dean shall perform the Chair's part of the process. Faculty may not evaluate family members. If the Chair is a family member of a faculty member up for reappointment review, the Dean shall perform the Chair's part of the process.

23.3.1.1 By the end of week twelve (12) of the fall semester, the tenured faculty in the department will meet to evaluate the probationary/tenure track faculty in their second year and beyond as a 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 in Standards for Evaluation, Tenure, and Promotion section of Article. 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 vote by completing a signed evaluation form following the meeting. 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. The signed evaluation form(s) and the recommendation will be forwarded to the Dean by the Chair.

23.3.1.2 By the end of week fourteen (14) of the fall semester, the Dean makes a recommendation on reappointment, informs the probationary/tenure track faculty member, and provides a written narrative evaluation of the faculty member's performance. If the Dean does not agree with the departmental recommendation, the Dean shall meet with the Chair to discuss the reasons for

disagreement before the decision is finalized.

- 23.3.1.3 By the end of week fifteen (15), the faculty member may submit a written response to the Dean and/or request a meeting.
- 23.3.1.4 By the end of week sixteen (16), the Dean meets with the faculty member if the faculty member desires and forwards the Dean's evaluation and recommendation, the departmental narrative evaluations and recommendation, and any written comments by the faculty member to the VPAA.
- 23.3.1.5 The VPAA makes a reappointment decision and notifies the faculty member. In the first year of service at the University, the faculty member shall be notified by March 15th. In the second, third, fourth, and fifth years, the faculty member shall be notified by the Friday before spring classes begin. If the VPAA does not agree with the faculty recommendation, the VPAA will discuss the matter with the Dean and the Chair of the Department before the decision is made.
- 23.3.1.6 The decision of the VPAA is final. The only grounds for appeal available to the faculty member are for an alleged violation of this Agreement. Such appeals are sent through the procedures outlined in Article 29 Grievance of this Agreement.

23.4 Reappointment Review for First Year Faculty

If a Chair is up for first year reappointment review, the Dean shall perform the Chair's part of the process. If a Chair is not a tenure-track faculty member, the Dean shall perform the Chair's part of the process. Faculty may not evaluate family members. If the Chair is a family member of a faculty member up for reappointment review, the Dean shall perform the Chair's part of the process.

- 23.4.1 Tenure track faculty members in their first year go through an informal review process that will be used for evaluation of reappointment. This process shall follow the timeline below.
- 23.4.2 By the end of the first week of the Spring semester, first year faculty may choose to submit to the tenured faculty in their department a narrative report of their activity for the Fall semester and plans for the Spring. While this report is not required, it can be used to highlight the faculty member's accomplishments in the first semester of employment. By the end of the third week of the spring semester the tenured faculty members in the department meet to evaluate the tenure track faculty in their first year. The rules for service on this committee and the principle behind the decision are the same as those described in Standards for Evaluation, Tenure, and Promotion section of this article. Each voting member of the committee

will vote by completing a signed evaluation form following the meeting. 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. The signed evaluation forms and the recommendation will be forwarded to the Dean.

- 23.4.3 By the end of the fifth week of the spring semester, the Dean makes a recommendation on reappointment and informs the tenure track faculty member and provides a narrative evaluation of the faculty member's performance to the faculty member, the Chair, and the VPAA. If the Dean does not agree with the departmental recommendation, the Dean must meet with the Chair to discuss the reasons for disagreement before the decision is finalized.
- 23.4.4 By the end of the sixth week, the faculty member may submit a written response to the Dean and/or request a meeting.
- 23.4.5 By the end of the seventh week, the Dean meets with the faculty member if the faculty member desires and forwards the Dean's evaluation and recommendation, the departmental narrative evaluations and recommendation, and any written comments by the faculty member to the VPAA.
- 23.4.6 The VPAA makes a reappointment decision and notifies the faculty member. In the first year of service at the University, the faculty member shall be notified by March 15th. If the VPAA does not agree with the faculty recommendation, the VPAA shall discuss the matter with the Dean and the Chair of the Department before the decision is made.

23.5 Tenure and Promotion Evaluation

23.5.1 Timeline for Tenure and/or Promotion

The procedure for evaluation for the awarding of tenure and/or promotion shall have an additional independent review process performed by the Tenure and Promotion Committee as well as the evaluation performed by the Department and Dean. These two reviews will proceed concurrently.

If a Chair is not a tenure-track faculty member, the Dean shall perform the Chair's part of the process. If a Chair is up for tenure and/or promotion evaluation, the Dean shall perform the Chair's part of the process. If a Dean is not at the rank of which the faculty member is attempting to be promoted to, the Dean's part of the process shall be assigned by the Provost to another Dean who is of that rank. For review panel members, if a review panel member is not at the rank of which the faculty member is attempting to be promoted to, the member shall not serve on that specific review panel.

The Tenure and Promotion Committee will be composed of three tenured (Full and/or Associate) faculty members selected by the faculty of each School and six tenured faculty members from the College. Three College members shall be selected from the Math and Sciences areas and three members from the Arts and Humanities areas. Committee membership will be for a three-year term and the selection will be staggered to assure that no more than one third of the members will be replaced in any one year. If a committee member is up for promotion, the member must be recused from service on the committee for that year. If a vacancy occurs prior to the expiration of a term, the VPAA will request replacements from the affected School or College. Members may serve consecutive terms.

23.5.1.1 A Review Panel selected from the Tenure and Promotion Committee will evaluate each dossier submitted for tenure and/or promotion. This Review Panel will be composed of five members selected from the membership of the Tenure and Promotion Committee. The composition of the Review Panel shall include no more than three faculty members from the College and shall be determined by the committee as a whole. A faculty member's colleague department or School of Social Work colleague may not serve on the Review Panel that reviews the colleague's application.

23.5.1.2 By October 15th of the year of application for tenure and/or promotion, the faculty member will notify the VPAA of intention to apply in the spring semester. The VPAA will verify that the faculty member is eligible to apply for consideration for tenure/promotion and will notify the faculty member so they can begin to prepare the dossier.

23.5.1.3 By the end of the first week of the Spring semester, the faculty member submits their dossier to the Chair who will place them in a central location for review by the Peers and Chair.

23.5.2 Timeline for Peer/Departmental Review

23.5.2.1 During weeks three (3) and four (4) of the Spring semester, departmental faculty members review the applicant's evaluation materials and submit their evaluations to the Chair. Tenure track faculty members may decline to evaluate their peers. Peers are to perform both a categorical and narrative evaluation of the faculty member and provide a recommendation for or against the awarding of tenure and/or promotion. The Department Chair's evaluation is completed as a peer and included with peer evaluations. Tenure track chair participation in Tenure and Promotion is voluntary. If a tenure track chair chooses not to participate, the Dean shall complete the Chair's duties in the Tenure and Promotion process.

- 23.5.2.2 During weeks five (5) and six (6), the Department Chair transcribes the written comments verbatim. The transcribed evaluations are sent to the faculty member.
- 23.5.2.3 During weeks seven (7) and eight (8), if requested by the faculty member, the Department Chair meets with the faculty member to discuss the peer's transcribed evaluation and the Chair's evaluation.
- 23.5.2.4 By the end of week nine (9), any response by the faculty member must be submitted to the Department Chair. The Chair shall acknowledge in writing the receipt of the response and forward along with all other evaluation materials to the Dean. The dossier is sent to the VPAA's office for review by the Dean and the Review Panel members.
- 23.5.2.5 During weeks ten (10) and eleven (11), the Dean's review will be completed and evaluation and recommendation forwarded along with the faculty member's materials and the departmental narrative evaluations and recommendation to the VPAA.

23.5.3 Timeline for Review Panel

- 23.5.3.1 During weeks ten (10) and eleven (11) of the Spring semester, members of the Review Panel complete their evaluations. Committee members are to perform both a categorical and narrative evaluation of the faculty member and provide a recommendation for or against the awarding of tenure and/or promotion.
- 23.5.3.2 By the end of week eleven (11), the Review Panel members will meet to discuss their evaluation with other Review Panel members. Following this meeting, Review Panel members may edit their evaluation. The evaluation from each Review Panel member shall be submitted to the Review Panel chair.
- 23.5.3.3 By the end of week twelve (12), the Review Panel Chair transcribes the written comments verbatim and sends them to the VPAA.

23.5.4 Timeline for VPAA and President's Review

- 23.5.4.1 Regarding the evaluation of tenure, the VPAA will notify the faculty member and, at the faculty member's request, the Faculty Association, of recommendations and narrative evaluations made by the Dean, the Departmental Faculty, and the Review Panel. The faculty member will have one (1) week to accept the recommendations, submit a written response to the recommendation(s) to the VPAA, or withdraw the application. The lack of a response will constitute acceptance of the recommendation.

The VPAA will forward a summary of all recommendations including the VPAA's recommendation, to the President.

- 23.5.4.2 After reviewing the evaluation materials for tenure/promotion, the President may or may not accept the recommendation from the VPAA. However, if the VPAA's recommendation was positive, and the President's decision is to deny tenure and/or promotion, the President must meet with the VPAA to discuss reasons for overturning the VPAA's recommendation. The President makes the final decision and notifies the faculty member and, at the faculty member's request, the Faculty Association, by the end of the semester.
- 23.5.4.3 If, in the case of promotion, the decision is to deny, at the written request of the faculty member, the VPAA will meet with the faculty member to discuss the reasons for the denial. The request must be made within ten (10) days of the President's decision.
- 23.5.4.4 A faculty member has the right to file a grievance regarding procedural violations related to the tenure and/or promotion process.
- 23.5.4.5 The President's decision is final unless the faculty member wishes to appeal to the Board of Regents. The written appeal must be filed with the Board of Regents Chair within ten (10) days of the President's notification. If a grievance has been filed, the grievance process must be complete prior to appealing to the Board of Regents. The appeal to the Board of Regents must be filed within ten (10) days of the completion of the grievance.
- 23.5.4.6 In cases of promotion, where serious deficits in performance are identified, a meeting will be held with the faculty member, Chair, Dean, and VPAA to discuss appropriate action, which may include post tenure review.

ARTICLE 24

POST-TENURE REVIEW

- 24.1 The University recognizes that the purpose of tenure is to protect academic freedom. The post-tenure review procedure needs to comply with the State's post-tenure review statute, which calls for the regular, periodic review of all tenured faculty members. At Highlands, faculty who have received tenure are still reviewed biennially for performance in the areas of teaching, research, and service; and this aligns with the requirement for periodic post-tenure review of all tenured faculty and follows the evaluation procedures outlined in Article 23.
- 24.2 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.
- 24.3 Initiating Post-tenure Review: If a majority of the department faculty members indicate that a faculty member “Does Not Meet Expectations” in teaching, scholarly activity, or service, then a deficit has been identified during the biennial review process and, as such, the Chair must initiate the post-tenure review process. The Dean may independently initiate the post-tenure review process, if the faculty member's performance indicates a serious deficit in teaching, scholarly activity, or service.
- 24.3.1 The faculty member will be notified by the Chair within ten (10) days of the completion of the evaluations that a comprehensive review of their performance will begin. The faculty member will then have ten (10) days to respond to the Chair regarding the call for post-tenure review. The faculty member's response shall include a narrative addressing the concerns raised and any evidence relevant to the call for a review.
- 24.3.2 Within twenty-five (25) days of the notification, the Chair will submit the Biennial Report of Faculty Activities (see Article 23.2.1) and any other relevant materials, including the faculty member's response to the call for post-tenure review, the results of the peer reviews, and student evaluations to the Faculty Affairs Committee via the Committee Chair. Any member of the Faculty Affairs Committee, who is from the same department or school (that does not have departments) as the faculty member under review, shall not serve on the Committee.
- 24.3.3 If the deficit in performance is in the area of teaching, at least two members of the Faculty Affairs Committee shall conduct classroom observations. Such observations will be conducted with full knowledge of the affected faculty member. The affected faculty member shall be given at least twenty-four (24) hours' notice that a classroom observation is to be made. If there are previously scheduled exams or class activities, i.e., field trip or guest lecturer, that do not lend themselves to classroom observation, the class will be observed at another time.

ARTICLE 25

SALARIES

- 25.1 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. The University, with approval from the Association, may make Title IX salary adjustments if determined to be necessary. The shared goal of the University and the Association is to reach and maintain parity in average salaries with our comparison institutions.
- 25.2 Upon ratification of both parties, the minimum salaries, by rank, for a faculty member with a terminal degree in their discipline or related field will be \$58,349.50 for Assistant Professor, \$63,123.55 for Associate Professors, and \$76,384.80 for Professors. Compensation for faculty overload contracts will be \$1050 per credit hour as the per course rate. Under normal circumstances, faculty overloads will be limited to eight (8) credits per academic year.
- 25.3 When a faculty member is promoted, their current salary shall be increased to the next rank minimum, or their current salary shall be increased by five percent (5%) whichever is greater. If the five percent increase is applied, the promotional increase shall not exceed five thousand dollars (\$5,000).
- 25.4 All bargaining unit faculty received a three percent (3%) base salary increase effective on the academic year 2024-2025 contract. Additionally, for Academic Year 2024-2025, all bargaining unit faculty shall receive \$200.00 per year in rank, up to ten years added to their base salary.
- 25.5 For Academic Year 2025-2026, all bargaining unit faculty will receive a four percent (4%) base salary increase. For Academic Year 2025-2026 only, all full professors shall receive \$400.00 per year in rank, up to ten years added to their base salary. Effective the first full pay period following ratification and signature by both parties, faculty members will receive an increase in base salary in accordance with specific legislative and Board of Regents appropriation.

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 school or college.

ARTICLE 27

TERM OF AGREEMENT

- 27.1 This Agreement 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, 2030, subject to applicable state laws.
- 27.2 Every five years the entire Agreement will be open for renegotiation.
- 27.3 Every year Article 25, Salaries, will be open for negotiations. Negotiations for Article 25, Salaries, for each year, shall follow the procedures in Article 5. In the event that the State of New Mexico authorizes a salary increase, then Article 11, Fringe Benefits, and Article 12, Workload, shall be re-negotiated.

ARTICLE 28

PROCEDURES FOR DISMISSAL OF A TENURED FACULTY MEMBER FOR CAUSE OR DISMISSAL OF TENURE-TRACK FACULTY DURING THE FACULTY MEMBER'S 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.
- 28.2 Establishment of a Special Faculty Review Committee. Upon Notice of Charge, the VPAA will contact the Schools and College for members, and the Deans will conduct the vote. The Special Review Committee will be composed of five (5) members including one (1) tenured (Full or Associate) faculty member selected by the faculty of each School and two (2) tenured faculty members from the College. One College member shall be selected from the Math and Sciences areas and one member from the Arts and Humanities areas.

The Chair of the Special Review Committee 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 perceived conflict of interest. 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. If a member has been found by the Chair to have a conflict of interest, the Chair shall notify the appropriate Dean for a committee member replacement.

- 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 if 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 hearing procedures are listed below.

- 28.4.1 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 (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.
- 28.4.2 The Faculty member may request either a private or a public hearing.
- 28.4.3 Neither the Rules of Evidence nor the Rules of Civil Procedures shall apply to the hearing.
- 28.4.4 At least ten (10) working days before the hearing, each party shall provide the committee and the other party with the information listed below.
- 28.4.4.1 List of intended witnesses, or a statement that no witness will be called.
 - 28.4.4.2 No witnesses other than those on the list may testify without the consent of the committee.
 - 28.4.4.3 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.
 - 28.4.4.4 Copies of documents the party plans to introduce into evidence. No other documents may be introduced without the consent of the committee.
- 28.4.5 The order of the hearing shall be as described below.
- 28.4.5.1 Complainant's presentation of case
 - 28.4.5.2 Respondent's presentation of case.
 - 28.4.5.3 Rebuttal by complainant, if any.
 - 28.4.5.4 Rebuttal by respondent, if any.
 - 28.4.5.5 Closing arguments by complainant.
 - 28.4.5.6 Closing arguments by respondent.

- 28.4.6 The committee may exclude unfair, irrelevant, or duplicative evidence but will not be bound by judicial rules of evidence.
 - 28.4.7 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 by being available for questioning and for an additional written statement if desired by the opposing party).
 - 28.4.8 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.
 - 28.4.9 Witnesses shall be present only to testify.
 - 28.4.10 A verbatim record of the proceedings shall be made.
 - 28.4.11 After the conclusion of the hearing, the committee shall recess for closed deliberations.
 - 28.4.12 All decisions of the committee shall be by majority vote, the Chair voting in the case of a tie. Based on the preponderance of evidence, 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 member 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 and the President's reasons. 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 that the faculty member would have received if the dismissal had not taken effect.

ARTICLE 29

GRIEVANCE

29.1 Scope

29.1.1 A "grievance", for the purpose of this Agreement, shall be defined as a claim that a subsection or subsections of this Agreement and/or signed negotiated agreements such as Memorandum of Understanding/Agreement have been violated. Any other complaint, dispute, or disagreement pertaining to a final administrative decision that directly affects a faculty member's employment or related personnel matters, except for tenure, promotion, reappointment, or dismissal, will follow procedures outside of this Agreement.

29.1.2 A grievance, alleging procedural violations with respect to tenure or promotion or a grievance alleging a violation of this Agreement with respect to reappointment, shall be filed within twenty (20) days of the final decision by the VPAA, President, or Regents, whichever is last.

29.1.3 Dismissal shall be handled in accordance with Article 28.

29.2 Definitions

29.2.1 A "grievance" shall be defined as a claim that a subsection or subsections of this Agreement or signed negotiated agreements such as Memorandum of Understanding/Agreement have been violated. Claims of discrimination on the basis of race, color, religion, national origin or ancestry, gender, age, physical or mental disability, serious medical condition, spousal affiliation, sexual orientation, gender identity, veteran status, or any other basis prohibited by applicable law, or claims of harassment and retaliation, are not grievances, but should be reported to the Office of Human Resources for investigation. Grievances between faculty must be filed using the procedures in *The Faculty Handbook*.

29.2.2 A "grievant" shall be any faculty member, group of faculty members, or the Faculty Association.

29.2.3 "Days" shall mean workdays when the University is open.

29.2.4 The "respondent" means a University employee who is responsible for the alleged violation of the Agreement. If the action giving rise to the grievance was taken by a vice-president, the president, or the Board, the University shall be considered the respondent and may be represented by a representative of its choice.

29.3 Basic Principles

29.3.1 The purpose of this grievance procedure shall be to secure, at the lowest possible

administrative level, equitable resolutions to alleged violations that may arise and are subject to review under this procedure.

- 29.3.2 The parties acknowledge that it is desirable for alleged violations to be resolved where possible through free and informal communication. The parties, as well as individual faculty members and their immediate supervisors are, therefore, encouraged to resolve alleged violations in this manner.
- 29.3.3 Any faculty member or group of faculty members shall have the right at any time to present complaints to their supervisors informally and to have such complaints considered in good faith without the intervention of the Faculty Association, provided that settlements arising out of such interaction shall not be inconsistent with the terms of this Agreement, if applicable.
- 29.3.4 Grievance proceedings shall be kept as informal and confidential as possible at all levels of this procedure.
- 29.3.5 No reprisal or retaliation shall be taken against any party as a result of participation in the processing of a grievance.
- 29.3.6 The number of days indicated at each level of this procedure shall be considered a maximum and every effort shall be made to expedite the process.
- 29.3.7 If the University fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
- 29.3.8 If the grievant fails to comply with the grievant's time limit requirements as set forth under any procedure levels, the grievance shall be considered null and void.
- 29.3.9 The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by both parties.
- 29.3.10 A grievance shall not be considered unless the grievant files the grievance no later than twenty (20) days after the grievant knew, or reasonably should have known, of the action that precipitated the grievance. Actions taken when the faculty member is not under contract must be grieved no later than 20 days after the beginning of his or her subsequent contract.
- 29.3.11 A grievant and the respondent may be accompanied and represented by a representative of their choice at any hearing or meeting conducted under this procedure. If the University is the respondent, it may be represented by a representative of its choice.
- 29.3.12 A faculty member, acting individually, may present a grievance without the intervention of the Faculty Association provided the grievance has been processed

in accordance with this procedure.

29.3.13 If a grievance affects a group of two or more bargaining unit members or involves a decision or action by the University that has a system-wide impact, the Faculty Association may submit the grievance on behalf of the affected faculty members at Level Two of this procedure. If the Faculty Association has filed the grievance on behalf of more than one faculty member, a representative faculty member must be identified. The grievance may be submitted at Level One if all of the faculty members have the same Dean.

29.3.14 The parties shall cooperate in any investigation that may be necessary in order to expedite the process.

29.3.15 All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file of any of the grievance participants.

29.3.16 Unless otherwise agreed to in writing by the parties, the processing of grievances shall be conducted during non-instruction time.

29.4 Formal Procedure

29.4.1 Whether or not a grievant attempts to resolve a concern through informal discussion, a formal grievance must be filed at the appropriate step within twenty (20) days after the grievant knew, or reasonably should have known, of the action that precipitated the grievance.

29.4.2 A formal filing of a grievance shall in every case and at every level specify:

29.4.2.1 the nature of the grievance, including a brief statement of pertinent facts, evidence supporting the grievance, and a history of the grievance process to date;

29.4.2.2 the specific article and subsection(s) of the Agreement or signed negotiated agreements such as Memorandum of Understanding/Agreement alleged to have been violated;

29.4.2.3 the identity of the respondent, if any; and

29.4.2.4 the specific remedy designed to remediate the claim of harm, according to the alleged violation, sought by the grievant. Statements such as “to be made whole” shall not constitute sufficient notice of the relief being sought by the grievant.

29.5 Level One

- 29.5.1 Within twenty (20) days after the Grievant knew, or reasonably should have known, of the action that precipitated the grievance, the grievant or the grievant's Faculty Association representative must file a formal grievance along with a request for a meeting in writing to the Dean with the objective of resolving the grievance informally. If the Dean is the respondent, the grievance may be filed with the VPAA.
- 29.5.2 If there is a respondent other than the Dean, the Dean will share the grievance with the respondent within five (5) days after receiving the grievance. The respondent may submit a written response to the grievance within ten (10) days of receipt. The Dean may meet one or more times, individually or together with the Grievant, the Respondent, and any other individuals with relevant information, in the Dean's sole discretion.
- 29.5.3 If the Dean has no authority to resolve the grievance, the grievance may be submitted by the grievant directly to Level Two. The University may defer the grievance back to Level One if the Dean at that Level has the authority to address the grievance, so long as such deferral takes place within ten (10) days of the receipt of the grievance.
- 29.5.4 Within ten (10) days of the last meeting with either the grievant or respondent, the Dean shall issue a written response to the grievant and the respondent, and to the Faculty Association, as applicable.
- 29.5.5 If either the grievant or respondent is not satisfied with the Dean's disposition, or the Dean has not responded within ten (10) days of the time set forth in 29.5.4, the grievant or respondent may appeal the grievance to Level Two (VPAA) no later than ten (10) days following the receipt of the Dean's response, or failure to respond.

29.6 Level Two

- 29.6.1 An appeal to the VPAA (or the President's designee, if the VPAA is the subject of the Grievance) must include the original grievance along with a description of the evidence deemed relevant by the grievant, and a statement of the grievant's requested outcome. If 29.5.3 is invoked, then the VPAA will share the grievance with the respondent within five (5) days after receiving the grievance. The respondent may submit a written response to the grievance within ten (10) days of receipt.
- 29.6.2 No later than ten (10) days following receipt of the written grievance, the VPAA shall schedule a meeting or meetings in an attempt to resolve the grievance. To this end, the VPAA may meet one or more times, individually or together with the Grievant, the Respondent, the Dean, and any other individuals with relevant information, at the VPAA's sole discretion.

29.6.3 No later than twenty (20) days following receipt of the written grievance, the VPAA will issue a statement that the grievance has been resolved to the satisfaction of both parties and describe the resolution, or that provides a resolution to the grievance. In either case the VPAA will submit the disposition to the grievant, the respondent, the Faculty Association, as applicable, and any other appropriate party.

29.6.4 If there was no agreed upon resolution at Level Two and either the grievant or respondent is not satisfied with the VPAA's determination, the grievant or respondent may appeal the grievance to Level Three no later than ten (10) days following the receipt of the VPAA's resolution.

29.7 Level Three

29.7.1 Within ten (10) days of receipt of the grievance, the President or his or her designee shall schedule a hearing to be held within twenty (20) days of receipt of the VPAA's resolution.

29.7.2 The President or designee shall inform the parties of the process for exchange of witness lists, documents, and other procedural matters. Each party shall be entitled to present evidence and/or witnesses and shall have the right to question witnesses brought by the other party. The Grievant may be represented by the Faculty Association and the Respondent may be represented by someone of his or her choice. The hearing shall be recorded by tape recording or other similar means.

29.7.3 If the President conducted the hearing, after the conclusion of the hearing, the President shall issue a written decision to the grievant, the Faculty Association, the respondent, the Dean, and the VPAA, as appropriate within twenty (20) days following the conclusion of the hearing.

29.7.4 If the President's designee conducted the hearing, no later than ten (10) days following the conclusion of the hearing, the designee shall submit the hearing record and his or her recommendation to the President. The President may accept, reject, or modify the designee's recommendation and shall issue a written decision to the grievant, the Faculty Association, the respondent, the Dean, and the VPAA, as appropriate within twenty (20) days following the conclusion of the hearing.

29.7.5 If the President, or his designee, violates the aforementioned timeline, the grievance may be appealed to Arbitration.

29.8 Arbitration

29.8.1 If the Grievant is not satisfied with the President's written determination, the grievant may appeal the Grievance to arbitration by submitting a written request for arbitration to the President as well as request a regional list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) no later than ten (10) days following the receipt of the President's written decision.

- 29.8.2 The arbitrator will be selected from a list of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be chosen through the process of alternatively striking arbitrators until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. The process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from FMCS.
- 29.8.3 The arbitrator shall conduct a hearing as soon as possible. The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath.
- 29.8.4 The arbitrator's decision shall be submitted in writing within thirty (30) days after the closing of the hearing, which may include the filing of post-hearing briefs at the request of either party, and shall include the decision addressing the specific subsection(s) allegedly violated, rationale, and, if appropriate, specific relief to resolve the violation. The arbitrator shall have no authority to extend, subtract from, detract from, or modify this negotiated Agreement or a signed negotiated agreement such as Memorandum of Understanding/Agreement or the grievance in any way. The written decision must be sent to the parties or their representatives, as applicable.
- 29.8.5 The arbitrator's decision shall be final and binding on all parties
- 29.8.6 The arbitrator's fees and costs shall be shared equally by the parties, including the costs for a Court Reporter and transcripts if requested by either party or the Arbitrator. If the faculty member is not a dues-paying member of the Faculty Association, the faculty member must pay for costs normally paid by the Faculty Association. All other expenses shall be assumed by the party incurring the cost.

ARTICLE 30

UNIVERSITY'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 or other negotiated agreements between the Association and the University. In an effort to work collaboratively, the University will vet proposed policy changes with the campus community and the Faculty Association for input prior to Board of Regents action(s). The Association may request to bargain proposed policy changes affecting bargaining unit employees by providing written notice of such request within ten (10) days of notification of the proposed policy to the Association.

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 parties may mutually agree to enter into written Memoranda of Understanding or Memoranda of Agreement during the life of this Agreement.

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.

ARTICLE 33

TRAVEL REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT

33.1 Travel Reimbursement

- 33.1.1 Travel reimbursement for all faculty travel is subject to existing NMHU travel policies which require preapproval for all travel.
- 33.1.2 Some faculty are required to travel as part of their teaching duties. This includes, but is not limited to, faculty observing interns, student teachers, practicum students, and field trips. Because this type of faculty travel is not for professional development, it does not follow the provisions set forth in this article.
- 33.1.3 Faculty shall be reimbursed at the Mileage Rate as set by state law, which currently sets forth the Internal Revenue Service rate for the previous calendar year, when using a private vehicle.

33.2 Professional Development

- 33.2.1 Faculty members shall be reimbursed up to \$2500.00 per year for professional development and associated travel to attend conferences, webinars, virtual seminars, and workshops. Funds may also be used to purchase software related to the faculty member's area of research, scholarship, or creative activities, pay for certifications or licenses not covered by the University, and other activities related to the professional development of the faculty member's expertise and advancement in the faculty member's discipline.
- 33.2.2 Faculty members will submit a one-page proposal or documentation to provide rationale for the professional development funds in an academic capacity to the Department Chair to utilize these funds.
- 33.2.3 If a faculty member has been accepted as a presenter, panel member, or member of the planning committee, no proposal is required, just the documentation as evidence.
- 33.2.4 The Chair will make a recommendation to the Dean who will make the decision to approve or disapprove.
- 33.2.5 Faculty will follow the NMHU policies for travel, if applicable.

ARTICLE 34

FACULTY APPOINTMENT

The appointment of a faculty member to a rank represents a judgment by the Department, Chair, Dean, VPAA, and President that the individual has met the requirements of the rank and is an indication of the institution's confidence in the individual. Tenure and Promotion are earned achievements and not entitlements.

34.1 Rank of Assistant Professor

Persons appointed to this rank shall hold an earned doctorate, terminal degree, or be "All But Dissertation" (ABD) in their field or related field. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the degree requirements. Assistant Professors shall show competence and creativity in teaching, demonstrated ability to do scholarly or creative work, and serve on university committees. Assistant Professors must complete their doctorate or terminal degree prior to applying for tenure or promotion to Associate Professor.

34.2 Rank of Associate Professor

Persons appointed to this rank shall hold an earned doctorate or terminal degree in their field or related field, and shall have demonstrated excellence in teaching, evidence of scholarly or creative productivity, and active involvement on university committees. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the degree requirements.

34.3 Rank of Professor

Persons appointed to this rank shall hold an earned doctorate or terminal degree in their field or related field, and shall have demonstrated excellence in teaching, evidence of significant scholarly or creative productivity, and leadership on university committees. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the degree requirements. They shall have served a minimum of five years in the rank of Associate Professor and be tenured prior to appointment to this rank.

34.4 The first contract 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 and/or promotion. Normally, the credit towards tenure and/or promotion will not exceed two years and is subject to the following:

34.4.1 For each year that the faculty member has served full-time at an accredited post-secondary institution at the rank of assistant professor or higher, they may receive a year's credit towards tenure and/or promotion with the approval of the department and/or discipline faculty and the VPAA.

- 34.4.2 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 and the VPAA.
- 34.4.3 In addition, if no credit toward tenure or promotion was granted upon initial hire, within the first year of service, faculty members with significant academic or non-academic (e.g., industry, public sector) experience may negotiate for up to two (2) years credit towards tenure and/or promotion by virtue of their contributions to their academic discipline or in nonacademic work experiences. Such credit will be granted after the approval of the departmental faculty, the Dean, and the Vice President for Academic Affairs. Maximum credit granted will normally not exceed two (2) years.
- 34.4.4 Hiring professors with tenure will be a rare occurrence and may only be done with the recommendation of the VPAA and with approval of the majority of members of the Bargaining Unit faculty of the department/discipline and with final approval of the President.
- 34.4.5 Terminal Degree. Hiring of a faculty member without ABD status, a terminal degree, or without a master's degree plus professional certification appropriate to the discipline should be a rare occurrence. A timeline for completion of the terminal degree for ABD faculty or faculty who still need to complete their master's degree plus professional certification shall be agreed upon by the VPAA and the faculty member upon negotiation of the initial contract. Faculty who do not meet the terminal degree requirements in their discipline or related field are not eligible to apply for tenured faculty status. It is recognized, however, that the criteria for a terminal degree vary by discipline and that, in some instances, equivalent professional achievement is regarded as a qualification for tenure. The determination of what constitutes a terminal degree in each discipline is made by the Administration and normally will be the degree deemed appropriate for teaching at the college/university level by a recognized accrediting body in that discipline.
- 34.4.6 Certification/Licensure. In certain disciplines, professional certification/licensure is necessary to adequately meet the requirements of the faculty position. In such cases, the faculty member must maintain current and active certification/licensure status.

ARTICLE 35

TIMELINES

Both parties will adhere to agreed-upon timelines established within this agreement. Failure by the Administration to adhere to a timeline, through no fault of the Faculty, will warrant the establishment of a new timeline for affected Faculty member(s). If a Faculty member fails to adhere to timeline, the Administration may reject that faculty member's proposal or application. If there are extenuating circumstances that lead to the faculty member missing the timeline, the matter may be appealed to the appropriate Administrator and the Faculty Association. When a timeline is not adhered to by an Administrator, the event will be reported to the Administrator's immediate supervisor for determination of whether disciplinary action is warranted for the Administrator missing the timeline. All changes to timelines must be approved in writing by both parties to this agreement prior to implementation. The Administration will, at the beginning of each academic year, make a good faith effort to communicate all timelines to faculty. However, it is the faculty's responsibility to remain abreast of all critical timelines.

ARTICLE 36

RELIGIOUS HOLIDAYS

In accordance with the NMHU policy regarding religious holidays, faculty shall notify the Chair and Dean two weeks in advance, when feasible, of any requested time away from work. Faculty members shall be responsible for completing and signing the faculty absence form. It is the faculty member's responsibility to cover any missed classes or provide alternative assignments and to avoid compromising the integrity of the course. The University will make efforts to reasonably accommodate such requests to the extent of the law. If allowing the faculty member to have the religious holiday off would cause an undue hardship for the University, the accommodation is not required.

ARTICLE 37

GRANTING TENURE TO ADMINISTRATORS

In order to attract and retain highly qualified administrators, the University may grant tenure to new Provost/VPAA, Dean, or other administrative position. Although not a common occurrence, the granting of tenure during the hiring of an administrator will consider the recommendation of the majority vote of the members of the tenured and tenure-track faculty of the department. The granting of tenure to an administrator will normally follow the process described in this Article. All administrative candidates for tenure must hold a terminal degree.

Anytime a current employee is hired into an administrative position or promoted from interim to regular, they will be considered a new hire for purposes of Article 37. However, if a current employee has not earned tenure pursuant to Article 23, then the current employee must go through the process described in Article 23. No current or incoming Administrator shall be granted promotion in faculty rank to professor.

The process for the affected academic department is as follows:

- 37.1 The hiring authority shall initiate the process of potentially granting tenure to an administrator by seeking permission from the VPAA or President as appropriate. If the VPAA considers that the request has academic merit, the VPAA will then seek approval from the President to begin the process. If the President approves, then the VPAA notifies the Dean and the Chair of the department of the need to review the candidate's qualifications for tenure.
- 37.2 The VPAA will collect and disseminate the appropriate materials to the tenured and tenure-track faculty within that department for review within the timeline set by the VPAA. The time shall be at least five (5) working days.
- 37.3 At the request of the Chair of the affected department, the candidate may be asked to give an additional interview with the department prior to the vote.
- 37.4 Tenured and tenure-track faculty within the academic department will review the materials based upon the department's own processes and criteria for tenure.
- 37.5 Within five (5) business days following the candidate's final interview, the department Chair will submit to the Dean, VPAA, and President the results of the department's vote of the strengths and weaknesses for each candidate as it relates to the awarding of tenure. If the result of the department's vote is against tenure, the President may schedule a meeting with the Chair to discuss the department's position for consideration in making the President's final decision.
- 37.6 The President will notify the Chair, Dean, and Provost/VPAA of the final decision

regarding granting tenure.

- 37.7 Administrators awarded tenure under this process shall receive a contract indicating that tenure was awarded.
- 37.8 When faculty salary is determined for their retreat, effort should be made to reduce salary compression between and among the ranks.

ARTICLE 38

COMMUNICATION WITH THE NMHU BOARD OF REGENTS

In order to improve communication among the faculty, staff, Administration and Board of Regents, the New Mexico Highlands University Faculty Association President, or designee, may submit written reports to the NMHU Board of Regents.

ARTICLE 39

DISCIPLINE

The University encourages a supportive problem-solving approach to workplace problems, but the University recognizes that misconduct may require disciplinary action. The primary purpose of discipline is to correct performance or conduct that is unacceptable or contrary to the University's mission, vision, values, and legitimate interests in a constructive manner that promotes employee responsibility and improvement. Chairs shall report violations of the Agreement or faculty misconduct to the Dean. Administrators may discipline bargaining unit faculty for any violation of the terms and conditions of this Agreement.

- 39.1 A faculty member shall be progressively disciplined when appropriate, as determined by the University. Discipline is designed to provide faculty with notice of deficiencies and an opportunity to improve. However, some violations of policies and procedures or negative behavior may be of such a serious nature that progressive discipline is not warranted. Each case of disciplinary action shall be judged individually. The step of corrective action used will depend on the severity of the infraction or the employee's previous work or disciplinary record. Consideration and determination of disciplinary actions that may result in a proposed dismissal of a tenured faculty member, or an untenured faculty member, prior to expiration of his or her contract term, are governed by Article 28.
- 39.2 In the case of allegations against a faculty member, the University may conduct an investigation, as per Article 16 of this Agreement. If the final determination is that no misconduct occurred or a claim was not substantiated, the Administration will work with the faculty member to support the transition of the faculty member back into the workplace.
- 39.3 Progressive discipline normally begins with the least severe discipline depending on the circumstances. Examples of the least severe discipline consist of verbal warnings and written reprimands. Disciplinary actions include written reprimands, suspensions with pay, and discharge/termination.
- 39.4 Any actions, other than dismissal, taken by the Administration, as a result of such an investigation, may be grieved under Article 29, if the action is alleged to constitute a violation of this Agreement. Dismissal may be grieved as per Article 28.
- 39.5 Copies of any documented disciplinary action shall be furnished to the Human Resources Office for placement in the faculty member's personnel file with the signature of the faculty member, acknowledging receipt of the action, or a notification that the faculty member refused to sign the document. The faculty member may attach a written response to any disciplinary action documented in the faculty member's official personnel file. Disciplinary actions and responses shall remain in the faculty member's official personnel file.

39.6 A faculty member shall be entitled to have present a representative of the Association during any meeting, which will or may lead to disciplinary action by the University, should the faculty member request it.

ARTICLE 40

DISTANCE LEARNING

- 40.1 The purpose of distance education is to increase access and the availability of approved curriculum offerings at NMHU. Unless otherwise specified in this agreement, distance learning courses follow University policies and procedures.

Distance education is an educational process in which the instruction occurs with the instructor and student in different locations. Distance education makes use of one or more technologies, including web-conferencing, online web-based instruction, or other technology synchronously or asynchronously.

- 40.2 All courses must have an instructor of record and there may be one (1) or more faculty members who teach a distance education course.

- 40.3 Distance Education Standards and Requirements

40.3.1 The assignment of faculty to distance education courses shall be voluntary, not mandatory, unless he or she was hired to teach at a distance.

40.3.2 No member of the faculty should be assigned to participate in distance education courses or programs without adequate preparation and training.

40.3.3 Prior to teaching a distance education course, faculty are required to complete NMHU appropriate training in distance education instruction and the use of technology. Such training should follow recognized best practices and research in distance education.

40.3.4 The University shall assure the availability of and access to technical support professional(s) and instructional design professional(s) and materials appropriate to the principal technology.

40.3.5 All academic programs and course syllabi are approved through governance procedures, including course titles, descriptions, basic learning outcomes, and program requirements. The Faculty Senate approves additional syllabi requirements and publishes them under Faculty Resources on the Faculty Senate page of the NMHU website. Teaching methods and additional course materials shall be under the control of the instructor of record.

- 40.4 Approval for existing face-to-face course(s) and program(s) and new distance education course(s) and program(s) shall follow the NMHU governance process.

- 40.5 Faculty members teaching a course utilizing distance education technology for the first

time shall be eligible to request course load reduction as detailed in Article 12, Workload.

- 40.6 The use of distance education technology shall not be used to reduce, eliminate, or consolidate full-time faculty positions at the University. There will be no reduction in the number of full-time teaching positions as a result of distance education classes being added to the class schedule. No prerecorded form of instruction shall be employed by the institution for the purpose of replacing faculty members, in whole or in part, regardless of the technology utilized.

Tenured and tenure-track faculty shall have the right of first refusal of any online course offering in their area of expertise. The faculty member may not alter the scheduled mode of delivery of that course, as per Article 12.

- 40.7 The University will assist faculty with study guides, teaching aids, and other course materials, as well as ensuring ADA compliance.
- 40.8 The materials created by faculty members for distance education courses should be treated in exactly the same fashion as materials created by faculty members for traditional courses.

Courses and course presentations shall not be recorded without prior knowledge and consent of the faculty member. Such recordings are not to be reused or revised without the written consent of the faculty member. In the absence of any agreement to the contrary, copyright of recordings of courses, course materials, curriculum, and course presentations shall be owned by the faculty member(s), as in the case of traditional course materials.

- 40.9 Additional compensation and/or course release may be negotiated for faculty members involved in extensive revision and modifications of courses they developed, pursuant to Article 12.

CBA – APPENDIX A
MATERIALS FOR THE TENURE/PROMOTION DOSSIER

NAME OF APPLICANT:

DEPARTMENT:

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 from the previous years. Information should be relevant to the time of hire for tenure and the time in rank for promotion. The dossier shall include the following and must be certified by the Chair prior to submission:

Table of Contents (with page numbers)

- _____ 1. Cover letter confirming the faculty member's intent to enter the tenure and/or promotion review process.
- _____ 2. Self-Evaluation.
- _____ 3. Narrative history of the faculty member at NMHU.
- _____ 4. Teaching and advisement section that includes.
 - _____ a. A narrative statement on the faculty member's teaching philosophy.
 - _____ b. A narrative of the teaching and advisement activities at NMHU.
 - _____ c. Copies of student course feedback for previous five years, if available.
 - _____ d. Copies of Peers', Chair's, and Dean's observations of classroom teaching.
 - _____ e. Professional development activities related to teaching.
 - _____ f. Additional documentation regarding teaching and advisement activities.
- _____ 5. Scholarship, Research, and Creative activities section that includes:
 - _____ a. A narrative statement on the faculty member's scholarship at NMHU for the past five years.
 - _____ b. A copy of the department's approved Research and Scholarship criteria.
 - _____ c. A list of publications, presentations, recitals, shows, and funded research.
 - _____ d. Professional development activities related to scholarship.
 - _____ e. Additional documentation regarding scholarship activities.

- _____ 6. Service activities section that includes:
 - _____ a. A narrative statement on the faculty member's service at NMHU for the past five years.
 - _____ b. Documentation of service to the University, Student Body, Community, and Profession.
- _____ 7. Current Curriculum Vitae.

I have inspected the applicant's dossier and have deemed it complete as per the criteria stated above.

Department Chair/Dean: _____ Date: _____

APPENDIX B
Evaluation Timeline Chart

Credit towards tenure/promotion	None	One	Two
Year 1	Informal Review	CREDITED	CREDITED
Year 2	Annual Review	Informal Review	CREDITED
Year 3	Annual Review	Annual Review	Informal Review
Year 4	Annual Review	Annual Review	Annual Review
Year 5	Annual Review	Annual Review	Annual Review
Year 6	Tenure/ Promotion	Tenure/ Promotion	Tenure/ Promotion
Year 7	No Review	No Review	No Review
Year 8	Biennial Review	Biennial Review	Biennial Review
Year 9	No Review	No Review	No Review
Year 10	Biennial Review	Biennial Review	Biennial Review
Year 11	Eligible for promotion	Eligible for promotion	Eligible for promotion
Year 12	Biennial review ongoing or starting two years after promotion	Biennial review ongoing or starting two years after promotion	Biennial review ongoing or starting two years after promotion

TIMELINE: FACULTY ANNUAL EVALUATION

ACADEMIC YEAR _____

CBA, Article 23

Please note: Faculty applying for Tenure and/or Promotion do not submit an annual evaluation in their review year.

Date	Week	Activity
	3	<p>With the exception of first-year faculty, each faculty member who is being evaluated for their annual/biennial evaluation shall submit to the Chair, a Report of Faculty Activities applicable to their rank.</p> <p>In addition, faculty members shall submit updated current curriculum vitae to the Chair, who shall forward it to the Dean, VPAA, and Human Resources.</p>
	3, 4, & 5	Peers evaluate the faculty member and forward their evaluations to the Department Chair. At the end of the fifth week of the Fall semester the peer evaluations are forwarded to the Chair. The Chair evaluates faculty members as a peer.
	6 & 7	By the end of week 7, the transcribed peer evaluations shall be sent to the faculty member.
	8 & 9	The Department Chair meets with the faculty member to discuss evaluations.
	10	The faculty member submits to the Chair any material they wish to include in response to the evaluation materials. All materials are then forwarded to the Dean for review and any appropriate action.
	11 & 12	In the case of a tenured faculty member, when it has been determined that a serious deficit in performance has been identified, a meeting during weeks 11 and 12 will be held with the faculty member, the Chair (in cases in which the faculty member belongs to an academic Department), and the Dean to discuss appropriate action, which may include post tenure review.

NOTE: 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.

TIMELINE: FACULTY REAPPOINTMENT REVIEW

(PROBATIONARY & RETAINED TERM- Years 2-5)

ACADEMIC YEAR _____

CBA, Article 23

Date	Week	Activity
	12	Tenured faculty in the department meet to evaluate the probationary and retained term faculty in their second year and beyond as a part of a formal reappointment review committee. The signed evaluation form(s) and the recommendation to reappoint or non-reappointment are be forwarded to the Dean, by the Chair. Faculty in their tenure review year are not assessed.
	13 & 14	Dean reviews the evaluation and recommendation. If the Dean disagrees with the recommendation, they meet with the Department Chair to discuss the reasons before a final recommendation is made. The Dean makes a recommendation and notifies the faculty member.
	15	Faculty member may submit a written response to the Dean and/or request meeting.
	16	The Dean meets with the faculty member if the faculty member desires and forwards their evaluation and recommendation, the departmental narrative evaluations and recommendation, and any written comments by the faculty member to the VPAA.
		VPAA reviews the Dean's recommendation and the faculty member's written comments, if any. If the VPAA disagrees with the Dean's recommendation, they meet with the Dean to discuss the reason(s) before the final decision is made. The VPAA makes a reappointment decision and notifies faculty member by _____. The exception is faculty in their first year who must be notified by March 15, ____ (year).

NOTE: 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.

**FIRST-YEAR FACULTY
REAPPOINTMENT REVIEW TIMELINE**

ACADEMIC YEAR _____

(3rd Week) Tenured faculty members in the department meet to conduct an informal review of first-year Probationary faculty.

Dean reviews the evaluation and recommendation. If the Dean disagrees with the (4th & 5th Week) recommendation, they meet with the Chair to discuss the reasons before a final recommendation is made. The Dean makes decision and notifies the faculty member.

(6th Week) Faculty member may submit a written response to the Dean and/or request meeting.

Dean sends their recommendation and any written comments by the faculty member to the VPAA.

(7th Week) VPAA reviews the Dean's recommendation and the faculty member's written comments, if any. If the VPAA disagrees with the recommendation, they meet with the Dean to discuss the reasons before the final decision is made. The VPAA makes a reappointment decision and notifies faculty member by March 15, (Year).

TIMELINE: TENURE & PROMOTION (DEPARTMENT/SCHOOL PEER PROCESS)

ACADEMIC YEAR _____ (Year)

CBA, Article 23

Please note: Faculty members who are eligible to apply for Promotion and/or Tenure during the Academic Year _____ and wish to be considered must notify the Provost/VPAA via e-mail by ***October 15, (year)***, and must begin preparing their dossier according to Appendix A of the Collective Bargaining Agreement (CBA). As soon as the dossier is complete, the faculty member takes it to the Department Chair for certification of completeness.

Date	Week	Activity
	3&4	Departmental faculty members review the applicant's evaluation materials and submit their evaluations to the Chair. The Chair evaluates the faculty member as a peer.
	5&6	The Department Chair transcribes the written comments verbatim. The transcribed evaluations are sent to the faculty member.
	7&8	If requested by the faculty member, the Department Chair meets with the faculty member to discuss the peer's transcribed evaluation
	9	Any response by the faculty member must be submitted to the Department Chair. The Chair shall acknowledge in writing the receipt of the response and forward the response along with all other evaluation materials to the Dean. The Dossier is sent to the VPAA's office for review by the Dean and the Review Panel members.
	10 & 11	The Dean will complete their review and forward their evaluation and recommendation, the faculty member's materials, and the departmental narrative evaluations and recommendation, to the Vice President for Academic Affairs.
	13	VPAA notifies faculty member of Dean's recommendation.
	14	The faculty member may submit to VPAA a written response, if any or may withdraw the application.
	15	VPAA reviews the Dean's recommendation and faculty member's written response, if any. VPAA forwards a summary of all recommendations, including their own, to the President.
	16	The President reviews the materials and, if the President disagrees with the VPAA, a meeting to discuss the reasons is scheduled. The President makes a decision and notifies faculty member by the end of the semester.

NOTE: 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.

APPENDIX C
FACULTY ANNUAL REPORT OF ACTIVITY
Academic Year _____

Faculty Member: _____ Rank/Title: _____ College/School: _____

_____ Acad. Department: _____

Please refer to the New Contract Agreement: Article 23, Evaluation

Submit an updated curriculum vitae to the Department Chair.

♦TEACHING AND ADVISEMENT

Enter Narrative (Text box will wrap text and expand as needed):

♦SCHOLARLY ACTIVITY

Enter Narrative (Text box will wrap text and expand as needed):

♦SERVICE

Enter Narrative (Text box will wrap text and expand as needed):

♦ADDITIONAL INFORMATION

Enter Narrative (Text box will wrap text and expand as needed):