



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MONTANA STATE UNIVERSITY BILLINGS FACULTY ASSOCIATION AND**

**THE**

**MONTANA UNIVERSITY SYSTEM**

**FOR THE PERIOD**

**JULY 1, 2019 THROUGH JUNE 30, 2021**

## Table of Content

<b>1.0 PREAMBLE</b> .....	<b>1</b>
<b>2.000 GENERAL CONTRACT PROVISIONS</b> .....	<b>1</b>
<b>2.100 DEFINITIONS</b> .....	<b>1</b>
<b>2.200 DURATION</b> .....	<b>3</b>
<b>2.300 ENTIRE AGREEMENT</b> .....	<b>3</b>
<b>2.400 SAVINGS CLAUSE</b> .....	<b>4</b>
<b>2.500 NONDISCRIMINATION AND AFFIRMATIVE ACTION</b> .....	<b>4</b>
<b>2.600 CONTRACT PERIOD</b> .....	<b>4</b>
2.610 ACADEMIC CONTRACT YEAR .....	4
2.620 SUMMER SESSION .....	4
<b>3.100 MSU BILLINGS FACULTY ASSOCIATION RIGHTS</b> .....	<b>5</b>
<b>3.110 RECOGNITION</b> .....	<b>5</b>
<b>3.120 UNIT DETERMINATION</b> .....	<b>5</b>
<b>3.130 AGENCY SHOP</b> .....	<b>5</b>
<b>3.140 INFORMATION AND DATA</b> .....	<b>6</b>
<b>3.150 MEETING ROOMS</b> .....	<b>7</b>
<b>3.160 BULLETIN BOARD SPACE</b> .....	<b>7</b>
<b>3.170 CAMPUS MAIL ROOM</b> .....	<b>7</b>
<b>3.180 OFFICE SPACE</b> .....	<b>7</b>
<b>3.190 REASSIGNED TIME: MSU Billings Faculty Association</b> .....	<b>7</b>
<b>3.200 ACADEMIC FREEDOM</b> .....	<b>7</b>
<b>3.300 PERSONNEL FILE</b> .....	<b>8</b>
<b>4.000 MANAGEMENT RIGHTS</b> .....	<b>8</b>

<b>5.000</b>	<b>STUDENT RIGHTS .....</b>	<b>9</b>
5.100	STUDENT MEMBERSHIP ON COMMITTEES.....	9
5.200	STUDENT PARTICIPATION IN COLLECTIVE BARGAINING .....	9
5.300	STUDENT ORGANIZATIONS .....	9
5.400	STUDENT COMPLAINT RESOLUTION PROCEDURE .....	10
<b>6.000</b>	<b>SHARED GOVERNANCE .....</b>	<b>10</b>
6.100	GENERAL PRINCIPLES.....	10
6.200	FACULTY ADMINISTRATION COLLABORATIVE COMMITTEE (FACC) .....	10
6.210	MEMBERSHIP .....	10
6.220	PROCESS.....	10
6.230	DISSEMINATION .....	11
6.240	RATIFICATION AND REVIEW .....	11
6.250	MEETINGS .....	11
6.260	SUBCOMMITTEES .....	11
6.270	AGENDA SETTING .....	12
6.280	PROCESS PRECEDENTS .....	12
<b>6.300</b>	<b>ACADEMIC SENATE .....</b>	<b>12</b>
<b>6.400</b>	<b>ACADEMIC ADMINISTRATION SEARCH COMMITTEES.....</b>	<b>12</b>
<b>7.000</b>	<b>APPOINTMENTS .....</b>	<b>13</b>
7.100	TYPES OF FACULTY APPOINTMENTS .....	13
7.110	PROBATIONARY APPOINTMENTS .....	13
7.111	CREDIT FOR PRIOR SERVICE.....	13
7.112	NOTICE.....	13
7.120	APPOINTMENTS WITH CONTINUOUS TENURE .....	14

<b>7.121</b>	<b>DEFINITION OF TENURE .....</b>	<b>14</b>
7.122	GENERAL REGULATIONS CONCERNING TENURE.....	14
<b>7.130</b>	<b>SPECIAL APPOINTMENTS .....</b>	<b>14</b>
<b>7.190</b>	<b>FIXED TERM APPOINTMENTS .....</b>	<b>15</b>
<b>7.200</b>	<b>UNIVERSITY LECTURER APPOINTMENTS .....</b>	<b>16</b>
7.210	LECTURER RESPONSIBILITIES.....	16
7.220	LECTURER OFFICE HOURS.....	17
7.230	RANK.....	17
7.240	SALARY.....	17
7.250	BENEFITS.....	17
7.260	EVALUATION.....	17
7.270	RATIO OF LECTURERS TO TENURE TRACK PROFESSORS.....	17
<b>7.280</b>	<b>FUNDING.....</b>	<b>17</b>
<b>7.300</b>	<b>ADJUNCT FACULTY APPOINTMENTS.....</b>	<b>18</b>
7.310	RANK .....	18
7.320	SALARY .....	18
7.330	BENEFITS .....	19
7.340	EVALUATION .....	19
<b>7.400</b>	<b><i>HIRING PROCEDURES.....</i></b>	<b>20</b>
<b>7.500</b>	<b><i>PROFESSIONAL LETTER OF FACULTY APPOINTMENT .....</i></b>	<b>21</b>
<b>7.600</b>	<b><i>ADMINISTRATIVE POSITIONS .....</i></b>	<b>21</b>
<b>7.700</b>	<b><i>RESIGNATIONS.....</i></b>	<b>22</b>
<b>8.000</b>	<b><i>DEPARTMENT CHAIRS .....</i></b>	<b>22</b>
<b>8.100</b>	<b>APPOINTMENT AUTHORITY AND TERM OF OFFICE .....</b>	<b>22</b>
<b>8.110</b>	<b>TRANSFER OF TITLES.....</b>	<b>22</b>
<b>8.200</b>	<b>DUTIES AND RESPONSIBILITIES.....</b>	<b>23</b>
<b>8.300</b>	<b>UNIT GOVERNANCE .....</b>	<b>24</b>
<b>8.400</b>	<b>CHAIR RENUMERATION .....</b>	<b>24</b>

<b>9.000</b>	<b>PROFESSIONAL EVALUATION OF FACULTY .....</b>	<b>24</b>
<b>9.100</b>	<b>GENERAL PRINCIPLES AND PURPOSES OF EVALUATION .....</b>	<b>24</b>
<b>9.200</b>	<b>PEER COMMITTEES .....</b>	<b>25</b>
9.210	DEPARTMENT OR ADMINISTRATIVE UNIT RANK AND TENURE COMMITTEE (DRTC) .....	25
9.211	PARTICIPATION OF STUDENTS.....	26
9.220	UNIVERSITY RANK AND TENURE COMMITTEE (URTC).....	26
9.221	FUNCTIONS.....	27
9.222	ORGANIZATION .....	27
9.230	PROCEDURAL RESPONSIBILITY .....	28
<b>9.300</b>	<b>EVALUATION CRITERIA.....</b>	<b>28</b>
9.310	GENERAL CRITERIA .....	28
9.320	DEPARTMENT OR ADMINISTRATIVE UNIT CRITERIA.....	29
9.330	SPECIAL CRITERIA FOR RANK ADVANCEMENT AND TENURE.....	30
9.331	APPROPRIATE TERMINAL DEGREES .....	30
9.332	RESPONSIBILITY FOR APPLICATION .....	31
9.333	CRITERIA FOR RANK ADVANCEMENT.....	31
9.334	CRITERIA FOR TENURE .....	32
9.335	TIME ON LEAVE OF ABSENCE.....	35
9.336	BASIS OF EXCEPTION .....	35
<b>9.400</b>	<b>STUDENT ASSESSMENT OF TEACHING .....</b>	<b>36</b>
9.410	FREQUENCY.....	36
9.420	ASSESSMENT INSTRUMENT.....	36
9.430	CONDUCTING ASSESSMENTS .....	36
9.440	ASSESSMENT DATA.....	37
9.450	USE OF ASSESSMENT DATA.....	37

<b>9.500</b>	<b><i>EVALUATION PROCEDURES BASED ON PREVIOUS CONTRACTS</i></b>	<b>38</b>
9.510	SCHEDULE OF EVALUATIONS	39
9.520	EVALUATION OF PROBATIONARY FACULTY	39
9.530	EVALUATION FOR RANK ADVANCEMENT	42
9.540	EVALUATION FOR TENURE	44
9.550	RANK ADVANCEMENT AND TENURE APPEALS PROCESS	45
<b>9.630</b>	<b><i>PERFORMANCE REVIEWS</i></b>	<b>46</b>
9.631	SCHEDULE OF REVIEWS	46
9.632	FIXED TERM	47
9.633	LECTURER	47
<b>9.700</b>	<b><i>POST TENURE REVIEW</i></b>	<b>48</b>
9.710	PROCESS	49
9.720	MERITORIOUS PERFORMANCE REVIEW BONUS	52
<b>10.000</b>	<b><i>WORKING CONDITIONS</i></b>	<b>52</b>
10.100	PROFESSIONAL RESONSIBILITIES	52
10.110	PROFESSIONAL ACTIVITY	53
10.120	FACULTY DUTIES	53
10.200	CLASS AND COURSE ASSIGNMENT	54
<b>10.300</b>	<b><i>FACILITIES</i></b>	<b>55</b>
10.310	OFFICES, RESTROOMS AND LOUNGES	55
10.320	ADMINISTRATIVE SUPPORT ASSISTANCE	56
10.330	ACADEMIC SUPPORT FACULTIES	56
10.340	SAFETY	56
<b>10.400</b>	<b><i>PROFESSIONAL DEVELOPMENT AND RESEARCH</i></b>	<b>56</b>

10.410	PROFESSIONAL DEVELOPMENT .....	56
10.420	RESEARCH .....	57
<b>10.500</b>	<b>WORKSHOPS AND CONFERENCES .....</b>	<b>57</b>
<b>10.600</b>	<b>PROFESSIONAL PRACTICE .....</b>	<b>57</b>
<b>10.700</b>	<b>CONFLICT OF INTEREST .....</b>	<b>59</b>
<b>11.000</b>	<b>SABBATICAL AND PROFESSIONAL TRAVEL .....</b>	<b>60</b>
11.100	SABBATICAL ASSIGNMENT .....	60
11.110	SABBATICAL APPLICATION .....	60
11.120	LIMITATIONS AND CONDITIONS.....	60
11.130	PROCEDURES.....	62
11.200	PROFESSIONAL TRAVEL.....	63
<b>12.000</b>	<b>LEAVES OF ABSENCE .....</b>	<b>64</b>
12.100	HEALTH-RELATED LEAVES .....	64
12.110	SICK LEAVE .....	64
12.120	EMERGENCY SICK LEAVE .....	65
12.130	FACULTY MODIFIED DUTIES .....	65
<b>12.200</b>	<b>OTHER COMPENSATED LEAVES .....</b>	<b>67</b>
12.210	PERSONAL LEAVE.....	67
12.220	MILITARY LEAVE .....	68
<b>12.300</b>	<b>NON-COMPENSATED LEAVES.....</b>	<b>68</b>
12.310	LEAVE OF ABSENCE WITHOUT PAY .....	68
12.320	PUBLIC SERVICE LEAVE.....	69
12.400	JURY SERVICE AND SUBPOENA LEAVE .....	69
<b>13.000</b>	<b>LIBRARY UNIT .....</b>	<b>69</b>
13.100	RESPONSIBILITIES .....	69

<b>13.200</b>	<b>DEFINITION OF “DEAN”</b>	<b>70</b>
<b>13.300</b>	<b>VOTING</b>	<b>70</b>
<b>13.400</b>	<b>TRAVEL</b>	<b>70</b>
<b>13.500</b>	<b>STUDENTS ON COMMITTEES</b>	<b>70</b>
<b>14.000</b>	<b>COMPENSATION</b>	<b>70</b>
<b>14.100</b>	<b>FACULTY SALARIES</b>	<b>70</b>
14.110	BASE SALARY STEP DETERMINATION	70
14.120	SALARY DETERMINATION FOR NEW HIRES	72
14.121	FACTORS	72
14.122	METHODOLOGY	72
14.123	SALARY FLOORS	73
14.130	ADJUSTMENTS TO FORMULA-INDICATED SALARY	73
14.131	MARKET ADJUSTMENTS	73
14.133	MERIT	74
14.140	EXCEPTIONS	74
14.141	ADVANCEMENT IN RANK	74
14.142	COMPLETION OF DOCTORAL DEGREE	74
14.143	TERMINAL DEGREE	74
14.144	LECTURERS	74
14.145	SPECIAL CASES	75
14.146	NEW HIRES	75
14.147	JOINT APPOINTMENTS	76
14.148	FROZEN SALARIES	76
<b>14.150</b>	<b>SUCCEEDING AGREEMENT</b>	<b>76</b>
<b>14.200</b>	<b>SUMMER SESSION</b>	<b>76</b>
<b>14.300</b>	<b>ADDITIONAL COMPENSATION</b>	<b>77</b>
14.310	ALL FACULTY	77
14.320	DEPARTMENT CHAIRS	77
<b>14.400</b>	<b>INSURANCE</b>	<b>77</b>
14.410	GROUP INSURANCE	77
14.420	UNEMPLOYMENT INSURANCE	77



14.500 WORKERS' COMPENSATION .....	77
<b>14.600 RETIREMENT SYSTEMS.....</b>	<b>78</b>
<b>14.700 EMPLOYMENT INDEMNITY .....</b>	<b>78</b>
<b>14.800 FACULTY REIMBURSEMENT .....</b>	<b>78</b>
<b>15.000 DISCIPLINARY ACTIONS AND RETRENCHMENT .....</b>	<b>78</b>
<b>15.100 DISCIPLINARY ACTIONS.....</b>	<b>78</b>
15.110 SANCTIONS.....	78
15.120 SUSPENSION.....	79
15.130 TERMINATION FOR CAUSE .....	79
15.131 CAUSE FOR TERMINATION .....	79
15.132 TERMINATION PROCEDURES .....	80
15.133 COMMITTEE ON SERVICE .....	80
15.140 DISCIPLINARY ACTIONS GRIEVABLE .....	81
<b>15.200 RETRENCHMENT.....</b>	<b>81</b>
15.210 NECESSITY FOR RETRENCHMENT .....	81
15.220 RETRENCHMENT PROCEDURES.....	81
15.230 RIGHTS OF FACULTY MEMBERS .....	82
15.240 RETRENCHMENT DECISION NON-GRIEVABLE .....	83
<b>16.000 GRIEVANCE PROCEDURES AND ARBITRATION .....</b>	<b>84</b>
<b>16.100 DEFINITION .....</b>	<b>84</b>
<b>16.200 GRIEVANCE PROCEDURE.....</b>	<b>84</b>
16.210 INFORMAL PROCEDURE .....	84
16.220 FORMAL PROCEDURE.....	84
16.230 ARBITRATION .....	86
<b>17.000 NEGOTIATIONS.....</b>	<b>86</b>
<b>17.100 NEGOTIATION PROCEDURES.....</b>	<b>86</b>
<b>17.200 PRE-BUDGETARY NEGOTIATIONS .....</b>	<b>87</b>
Appendix A .....	88
Appendix B .....	90

**MSU BILLINGS FACULTY ASSOCIATION**

**MSU BILLINGS AGREEMENT**

**Fiscal Years 2019 & 2020**

**1.0 PREAMBLE**

This Agreement is entered into by the Commissioner of Higher Education (as agent for the Board of Regents of Higher Education and on behalf of Montana State University Billings), hereinafter referred to as “Commissioner” and the Montana State University Billings Faculty Association: Montana Education Association-Montana Federation of Teachers (MEA-MFT), hereinafter referred to as “MSU Billings Faculty Association” or “Faculty Association” and has as its goal the furtherance of excellence in education.

**2.000 GENERAL CONTRACT PROVISIONS**

**2.100 DEFINITIONS**

For the purposes of this Agreement, the following definitions shall be used:

**ADMINISTRATION**

The Chancellor and other appointed administrative officers at Montana State University Billings who are not members of the bargaining unit.

**ADMINISTRATIVE UNIT / DEPARTMENT CHAIR**

Includes Department Chairs and other academic unit or programmatic organization managers recognized by the University.

**ADMINISTRATIVE UNIT**

Includes Departments and other academic units or programmatic organizations recognized by the University.

**AGREEMENT**

The Collective Bargaining Agreement as ratified by the Board of Regents and the Montana State University Billings Faculty Association.

**ASMSU-BILLINGS**

Associated Students of Montana State University Billings.

ASMSU-BILLINGS EXECUTIVE CABINET

The President, Vice President and Business Manager of the Associated Students of Montana State University Billings.

ASMSU-BILLINGS SENATE

The duly elected members of the Student Senate of the Associated Students of Montana State University Billings.

BOARD OF REGENTS

The Board of Regents of Higher Education.

CHANCELLOR

The Chancellor of Montana State University Billings as appointed by the Board of Regents.

COMMISSIONER

The Commissioner of Higher Education as agent for the Board of Regents and on behalf of Montana State University Billings.

DAY

A calendar day except when otherwise stated.

DEPARTMENT

Term may be used synonymously with Administrative Unit.

FACULTY ADMINISTRATION COLLABORATIVE COMMITTEE

An ongoing collaborative committee composed of four Faculty Association representatives and four Administrative representatives to address faculty working conditions and personnel related issues that affect faculty, administration, students and other constituencies at Montana State University Billings.

FACULTY MEMBER

All members of the bargaining unit.

MSU BILLINGS FACULTY ASSOCIATION

The Montana State University Billings Faculty Association: MEA-MFT, which is the exclusive representative for collective bargaining purposes as recognized in Section 3.110 of this Agreement.

PERFORMANCE BY DESIGNEE

Any action or responsibility assigned to an official or representative of the Board, MSU Billings, the Montana State University Billings Faculty Association or the ASMSU-Billings may be performed by a designee of such official or representative.

PRESIDENT

The President of Montana State University Bozeman.

SECTION HEADINGS AND TITLES

The section headings and titles in this Agreement are for organizational purposes only and should not be construed to add to or delete from the text of this Agreement or any interpretation thereof.

STUDENTS

All enrolled students attending Montana State University Billings.

TERM

A subdivision (semester) of the official academic calendar.

UNIVERSITY

Montana State University Billings (MSU Billings).

2.200 DURATION

This Agreement shall be in full force and effect from the date of approval by the Board of Regents of the Montana State University System and shall continue until and including June 30, 2021; and shall be considered as renewed from year to year after June 30, 2021, unless either party notifies the other in writing at least ninety days prior to the expiration of the Agreement or any anniversary date thereafter, of the desire to modify or terminate the Agreement. It is agreed the collaborative negotiations process shall be utilized to negotiate a subsequent agreement.

The Commissioner and the Faculty Association have and shall retain all rights conferred by law or current Board policy. The faculty has and shall retain all rights conferred by law and the benefit of policies specifically applicable to the faculty as a whole in effect subsequent to July 1, 2019.

2.300 ENTIRE AGREEMENT

This Agreement constitutes the entire negotiated Agreement between the Commissioner, the MSU Billings Administration and the MSU Billings Faculty Association and supersedes all previous regulations, contracts, practices, traditions or policies that are in conflict with the expressed terms of this Agreement. This Agreement shall constitute the Master Agreement for all faculty members in the bargaining unit.

In the event of a conflict between the existing or the future Board of Regents and/or administrative policies and this Agreement, the terms of this Agreement shall apply during its duration. No change,

revision, alteration, or modification of this Agreement shall be valid unless mutually agreed upon by both parties and endorsed by written addendum hereto.

#### 2.400 SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to the parties to this Agreement shall be found contrary to law, then such provisions or applications shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### 2.500 NONDISCRIMINATION AND AFFIRMATIVE ACTION

The parties to this Agreement are committed to a policy of nondiscrimination and equal opportunity for all persons. Neither the Board of Regents, its agents, nor the MSU Billings Faculty Association shall discriminate on the basis of race, color, religion, creed, political beliefs, sex, gender, gender identity, sexual orientation, age, marital status, physical ability, physical or mental disability or national origin, except that differentiations based on marital status, age, or physical or mental disability may be made when based on a bona fide occupational qualification reasonably necessary to the normal operation of the University or where differentiation is based on reasonable factors other than age. In addition, the parties support affirmative action for all protected classes, including Vietnam-era veterans, veterans, persons with disabilities, females, and members of minority groups.

#### 2.600 CONTRACT PERIOD

##### 2.610 ACADEMIC CONTRACT YEAR

The academic contract year shall consist of days when classes are in session as defined in the official calendar, commencing ten working days (excluding Saturdays and Sundays) preceding the first day of classes in the fall and ending upon the submission of final grades each term or, in the case of spring term, after commencement whichever is later.

##### 2.620 SUMMER SESSION

The provisions of the Agreement shall cover only those faculty members employed by the University during summer session as specified by their individual professional letter of appointment. Faculty members accepting a summer session notice of appointment have the same duties during that

appointment as during the academic year. For faculty with less than a full-time teaching load the duties shall be proportionate to their teaching load.

### **3.000 MSU BILLINGS FACULTY ASSOCIATION / FACULTY RIGHTS**

#### **3.100 MSU BILLINGS FACULTY ASSOCIATION RIGHTS**

##### **3.110 RECOGNITION**

The Commissioner recognizes the MSU Billings Faculty Association as the exclusive collective bargaining representative of the unit as originally determined by the Board of Personnel Appeals and as modified by this or any subsequent collective bargaining agreement.

##### **3.120 UNIT DETERMINATION**

The bargaining unit for faculty at Montana State University Billings shall be determined in accordance with the original ruling of the Board of Personnel Appeals and shall include faculty (including visiting and adjunct faculty) employed for a .5 FTE or greater for the academic year at the ranks of Instructor, Assistant Professor, Associate Professor and Professor. The bargaining unit excludes the Chancellor, Vice Chancellors, Deans, Coaches, and individuals whose responsibilities are primarily administrative and/or who teach less than .5 FTE.

All positions in the bargaining unit on June 30, 1989, shall remain in the unit. The MSU Billings Faculty Association and the Administration may agree to changes in the status of specific persons or the status of new positions. Such changes shall thereby be incorporated into this Agreement.

##### **3.130 AGENCY SHOP**

Each member of the bargaining unit shall be expected to become a member of the agent's organization, i.e., the MSU Billings Faculty Association, and pay dues accordingly.

All faculty members covered by this agreement, in regard to any representation fees toward the union's administration of this agreement, shall be afforded rights and responsibilities under current law that is in effect for representation fees during the term of this agreement.

The Administration shall deduct Faculty Association dues from the salary of each faculty member who has voluntarily authorized such deduction in writing. Upon receipt of the payroll deduction authorization card, the Administration shall begin the deduction and shall deliver all moneys thereby collected along with an itemized list to the Treasurer of the Faculty Association who shall certify to the Payroll Office what the rates are to be for that academic year.

The Faculty Association shall protect and hold harmless the University from any and all claims, demands, suits, or any costs or fees related thereto, by reason of the Faculty Association's performance or enforcement of the provisions of this section.

### 3.140 INFORMATION AND DATA

The Commissioner and the Administration shall make available to the MSU Billings Faculty Association, upon its request and within a reasonable time, such data and financial information as normally are available for use in the ordinary course of business. The MSU Billings Faculty Association reciprocally shall make available similar information to the Commissioner and the Administration. Neither the Commissioner, the Administration, nor the MSU Billings Faculty Association shall be required without an effective written waiver to provide each other with information which is privileged, confidential, or which would require the revelation of personal information of a private nature or which has been gathered or prepared specifically for purposes of preparing for or conducting collective bargaining. Voluminous information shall be made available for inspection where it is normally kept or upon request shall be provided to the other party at cost.

Other campus groups or administrators shall upon request furnish the MSU Billings Faculty Association copies of any proposed policy changes which the MSU Billings Faculty Association feels may be in conflict with this Agreement. If the campus group or administrator feels that the MSU Billings Faculty Association should not be entitled to such proposed changes, the issue shall be referred to the Faculty Administration Collaborative Committee (FACC) or if appropriate, made subject to the grievance procedure.

The MSU Billings Faculty Association shall have full and timely access to the Board of Regents agenda and approved minutes.

Nothing contained herein shall prevent the President of the MSU Billings Faculty Association from consulting with the Chancellor at times, other than those set forth above, if matters arise of an urgent or emergency nature within the area of collective negotiations.

### 3.150 MEETING ROOMS

The MSU Billings Faculty Association shall be permitted to meet at the University and use University meeting facilities at no charge.

### 3.160 BULLETIN BOARD SPACE

The Administration shall assign space on official bulletin boards for the purpose of posting MSU Billings Faculty Association notices. It is agreed the number of MSU Billings Faculty Association bulletin board areas shall not exceed five.

### 3.170 CAMPUS MAIL ROOM

The MSU Billings Faculty Association shall be permitted to use University mail room facilities for the distribution of MSU Billings Faculty Association communications. Such communications must be clearly marked as MSU Billings Faculty Association mail and shall be given the same attention as other campus mail.

### 3.180 OFFICE SPACE

The MSU Billings Faculty Association shall be allowed to rent office space at a mutually agreed upon location on the campus at MSU Billings at a nominal annual rate. The office shall be furnished with a desk, three chairs, a file cabinet, a bookcase, a coat rack, and a wastebasket.

### 3.190 REASSIGNED TIME: MSU Billings Faculty Association

Two designated representatives of the MSU Billings Faculty Association shall upon request to the Administration be given a three-credit hour reassignment in teaching load per term with no reduction in pay.

## **3.200 ACADEMIC FREEDOM**

The parties to this Agreement recognize and accept the importance of academic freedom to faculty members.



In accordance with Board of Regents Policy 302, faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the Administration of the institution. Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to the subject. A faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When faculty speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and educational officers, faculty should remember that the public may judge their profession and their institution by their utterances. Hence faculty should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not institutional spokespersons.

### **3.300 PERSONNEL FILE**

The personnel file kept in the Chancellor's Office is the only official personnel file. All faculty members have the right to inspect the contents of their personnel file and to insert a reasonable amount of material, but they have no right to remove any documents contained in the file. The Academic Vice Chancellor/Provost may impose a reasonable limit on the amount of material the faculty member may add. The material a faculty member wants included in the file shall be forwarded to the office of the Academic Vice Chancellor/Provost.

### **4.000 MANAGEMENT RIGHTS**

The Board of Regents through its agent the Commissioner of Higher Education acting in this Agreement on behalf of Montana State University Billings, shall have the following rights to determine the structure, missions, policies, and purposes of Montana State University Billings except as modified by this Agreement (39-31-303, MCA):

- A. To direct faculty;
- B. To hire, promote, transfer, assign and retain faculty;
- C. To relieve faculty from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
- D. To maintain the efficiency of Montana State University Billings operations;

- E. To determine the methods, job classification, and personnel by which Montana State University Billings operations are to be conducted;
- F. To take whatever actions may be necessary to carry out the missions of Montana State University Billings in situations of emergency;
- G. To establish the methods and processes by which work is performed.

## **5.000 STUDENT RIGHTS**

The Commissioner, the Administration, and the MSU Billings Faculty Association recognize that students are a vital factor in efforts to maintain and improve the quality of education available at Montana State University Billings. It is understood by the parties that open communications with the student body are critical and that inclusion of students in the process of recommending decisions or policy is both necessary and desirable.

### **5.100 STUDENT MEMBERSHIP ON COMMITTEES**

- A. Students shall be represented on Academic Senate Standing Committees, Administrative Support Committees, and other committees as specified in the Academic Senate Bylaws.
- B. Students shall be represented on Search Committees and Department Rank and Tenure Committees as specified in Sections 7.400 (Hiring Procedures) and 9.211 (Participation of Students) of this Agreement.

### **5.200 STUDENT PARTICIPATION IN COLLECTIVE BARGAINING**

Students may participate in the collective bargaining process in accordance with state law.

### **5.300 STUDENT ORGANIZATIONS**

All parties shall recognize, support, and work cooperatively with the ASMSU Billings Senate and other chartered student organizations. Properly authorized students shall not be unfairly disadvantaged because of participating in such activities, however the students shall be responsible for all academic work assigned.

#### 5.400 STUDENT COMPLAINT RESOLUTION PROCEDURE

Where a student has good cause to believe that s/he has a complaint s/he may utilize the Student Complaint Resolution Procedure found in the Student Handbook. A complaint against a faculty member shall not result in forfeiture of said faculty member's rights and responsibilities as protected under the CBA. Any changes in the student handbook that may affect faculty rights and responsibilities as protected under the CBA must be approved by the FACC prior to implementation.

### **6.000 SHARED GOVERNANCE**

#### 6.100 GENERAL PRINCIPLES

While the final authority for the governance of Montana State University Billings is vested in the Board of Regents of Higher Education, it is recognized by the Board that faculty and students should participate in the formation of its academic policy. It is understood this article contains joint statements of philosophy which shall not be grievable.

#### 6.200 FACULTY ADMINISTRATION COLLABORATIVE COMMITTEE (FACC)

The FACC is formed to act as an ongoing collaborative committee to address faculty working conditions and personnel related issues that affect faculty, administration, students and other constituencies at Montana State University Billings. The FACC will be empowered to initiate, formulate, and interpret contract issues between the Montana State University Billings Faculty Association and the University Administration on an ongoing basis.

#### 6.210 MEMBERSHIP

Membership in the FACC shall consist of four members from the University Administration, and four members appointed by the MSU Billings Faculty Association. Other resource people may be included on an "as needed" basis.

#### 6.220 PROCESS

The University Administration will have one vote and the MSU Billings Faculty Association will have one vote. All issues must be decided unanimously. The process will follow the general guidelines governing collaborative bargaining.

The FACC members will maintain confidentiality of issues under discussion.

For issues on which the University Administration and the MSU Billings Faculty Association cannot agree, the current contact will rule.

#### 6.230 DISSEMINATION

The MSU Billings Faculty Association will be responsible for all necessary communication with the members of the Faculty Association. The MSU Billings Administration will be responsible for all necessary communication with the students, Administration and the Board of Regents.

#### 6.240 RATIFICATION AND REVIEW

Issues relating to the contract or policy changes will be subject to a first and second reading before adoption. The second reading shall not occur until at least two weeks following the first reading during which time the proposal(s) shall be publicly posted (on the web and/or through email). All responses will be reviewed by the FACC prior to the second reading.

Proposals passed on the second reading will become effective immediately on a trial basis until formally ratified by the membership of the Faculty Association, the Administration, and the Board of Regents. The Faculty Association Ratification vote will occur before the close of the spring term each year.

#### 6.250 MEETINGS

For consistency, meetings shall be scheduled at the same time each week and shall occur as often as necessary to resolve issues on the agenda. The chair will be designated from among the members of the committee and will generally rotate on an annual basis between the University Administration and the MSU Billings Faculty Association.

#### 6.260 SUBCOMMITTEES

The FACC may appoint and empower subcommittees to address specific issues. Membership on the subcommittees need not be comprised of those on the FACC.

#### 6.270 AGENDA SETTING

A formal agenda will be set and disseminated to members of the FACC prior to the meeting. Any member of the FACC may bring an issue to the committee for consideration. Members may bring issues to the committee on behalf of constituents. The FACC will determine which issues are appropriate to be addressed by the committee. At the beginning of each meeting the chair shall propose, and the members shall agree, on an order of the agenda items to be considered at the meeting.

#### 6.280 PROCESS PRECEDENTS

The FACC shall establish and rely on precedents in the consideration of issues brought before it. A public database (FACC Minutes) shall be established to catalog and maintain the issues and their resolutions may be relied upon to maintain consistency and due process in the future. However, while the FACC may consider consistency and precedents in developing policies and rendering decisions, it may choose to establish new precedents as the need arises.

### **6.300 ACADEMIC SENATE**

The MSU Billings Faculty Association as the elected bargaining agent retains exclusive right to negotiate and reach agreement on all matters pertaining to salaries, benefits, and terms and conditions of employment. Without waiving this right, the MSU Billings Faculty Association and the Board recognize the desirability of a system for faculty participation in areas of academic concern. To this end the parties recognize the role of and will work cooperatively with the Academic Senate. The Academic Senate shall be democratically elected and function as a representative body whose structure and membership must be approved by the faculty as a whole. The Academic Senate shall have the responsibility to make recommendations to the Chancellor on all academic matters and related issues. Recognizing that the Chancellor and the MSU Billings Faculty Association both have a vested interest in the Academic Senate's actions, they or their representatives shall be provided an opportunity to address the Academic Senate on any matters upon proper notice.

### **6.400 ACADEMIC ADMINISTRATION SEARCH COMMITTEES**

Faculty shall be included on search and screening committees that are convened by the Chancellor to fill academic administrative vacancies. The Chancellor shall invite nominations from the Faculty Association and the Academic Senate.

## **7.000 APPOINTMENTS**

### **7.100 TYPES OF FACULTY APPOINTMENTS**

Appointments to the faculty at Montana State University Billings shall be at the rank of Instructor, Assistant Professor, Associate Professor or Professor. Lecturer appointments shall be restricted to special appointments. Appointments may be probationary, tenured or special in type. Adjunct appointments may be made at any rank and shall be restricted to special appointments.

### **7.110 PROBATIONARY APPOINTMENTS**

Probationary Appointments are renewable annually and are applicable as progress toward tenure.

### **7.111 CREDIT FOR PRIOR SERVICE**

Tenure applications shall be submitted in the sixth probationary year. The total time period of full-time service prior to the acquisition of continuous tenure shall not exceed six academic years, which may include up to two years of full-time service in academically recognized ranks at regionally accredited, United States, four-year institutions of higher education. This includes up to two years of full-time service at Montana State University Billings as a university lecturer or after serving in a full-time adjunct or fixed term appointment. Additionally, up to two years of credit for service at foreign four-year institutions of higher education at the rank of instructor or higher may be granted toward acquiring continuous tenure status by agreement among the faculty member, the administrative unit/Department Chair, the Dean and the Academic Vice Chancellor/Provost. Probationary credit for prior service must be recommended by the host department or unit and agreed to in writing between the faculty member and the Academic Vice Chancellor/Provost prior to the initial appointment at Montana State University Billings in a tenurable position. No credit shall be given for service prior to obtaining the appropriate terminal degree in the field (See Section 9.331). The University shall require four academic years of full-time service at Montana State University Billings before making an award of continuous tenure. The determination of tenure and promotion will be based primarily on activities and accomplishments completed while employed at Montana State University Billings.

### **7.112 NOTICE**

A probationary faculty member has the right to serve the specified term of the appointment and may not be discharged without cause during that term. However, probationary faculty have no right to

reappointment when written notice is given as provided below that s/he will not be reappointed. Regardless of the stated terms or other provisions of any appointment, the written notice that the probationary appointment is not to be renewed will be given to the faculty member in advance of the expiration of his/her appointment, as provided for in Section 9.520 (Evaluation of Probationary Faculty). The University shall have the option of providing employment or providing severance pay in lieu of employment to which the employee is entitled. The Chancellor shall have the right to act independently to provide written notice.

#### 7.120 APPOINTMENTS WITH CONTINUOUS TENURE

Tenured appointments recognize a right, subject to the conditions stated in this Agreement, to continuous academic year employment in an academic unit or program area.

#### 7.121 DEFINITION OF TENURE

Tenure shall mean the right of a faculty member to hold his/her position and not to be removed therefrom except as set forth in the Agreement. All present faculty members who hold tenure shall continue in that status.

#### 7.122 GENERAL REGULATIONS CONCERNING TENURE

- A. Tenure shall not be acquired automatically by length of service. Tenure shall be granted and may be acquired only by specific action of the Board of Regents after receipt of a specific recommendation of the Chancellor of the University.
- B. Tenure status shall not be applicable to faculty serving on less than full-time appointments.
- C. Once the faculty member qualifies for, and is granted tenure, both employment and tenure shall be with Montana State University Billings and not with the University System. The administrative unit or program to which the faculty member is appointed shall be identified in the letter of appointment provided for in Section 7.400 (Professional Letter of Faculty Appointment) of this Agreement.

#### 7.130 SPECIAL APPOINTMENTS

The following types of appointments are included as Special Appointments:

- A. Courtesy appointments made in accordance with the Board of Regents policy governing such appointments;
- B. Visiting appointments for individuals holding academic rank at another institution of higher education;
- C. Appointments of retired faculty members;
- D. Fixed-term appointments clearly limited to a specific purpose and period of time as specified in the letter of appointment;
- E. Lectureship appointments, for the performance of specifically assigned academic duties, without general faculty responsibilities. Specific provisions governing University lectureship appointments and responsibilities are included in section 7.200 (University Lecturer Appointments);
- F. Adjunct appointments for the performance of specifically assigned duties. These duties may include any, some, or all of the following: teaching, research, service, clinical, or other duties as determined by the unit – with the concurrence of the administration – to be needed and appropriate in furthering the mission of the unit and the University. Specific provision governing Adjunct appointments and responsibilities are included in section 7.300 below.

Individuals holding Special Appointments are not eligible for tenure and service while holding a Special Appointment and does not count toward probationary service for tenure.

All Special Appointments automatically lapse at the end of the fiscal year or the specified contract term, whichever occurs first.

#### 7.190 FIXED TERM APPOINTMENTS

Fixed term faculty are hired for a limited time to fulfill a limited purpose. There is no assumption of reappointment whether or not the time or need has been fulfilled. Thus fixed term faculty can have no assumption of a subsequent contract. Under no circumstances may a fixed term faculty member serve for more than three consecutive academic years.

In the event that a fixed term position is to be continued, and the fixed term faculty under review is eligible to fill it, the Department Chair, Dean and Academic Vice Chancellor/Provost should include in their reviews a recommendation as to whether or not the faculty member should be offered a new contract.



Contracts for fixed term faculty shall be at the discretion of the Chancellor. The Chancellor is under no obligation to adhere to recommendations of any committee, Department Chair, or member of the administration regarding the appointment of a fixed term faculty member. The decision of the Chancellor cannot be grieved or appealed.

#### 7.200 UNIVERSITY LECTURER APPOINTMENTS

Lecturers will be appointed upon the recommendation of the host department, the Dean of the college, and the Academic Vice Chancellor/Provost for a one year term. The appointment is renewable on a year to year basis at the discretion of the administration. Lecturers are automatically terminated at the end of their contract period unless they have specifically been rehired for a subsequent year. The first year of a lecturer's appointment is a period of probation and a lecturer may be terminated during that period at the discretion of the administration. After a lecturer's first year of full-time employment, termination during the contract period must be for cause. No reasons need be given for termination during the first year of full-time employment or for termination at the end of a contract period. However, lecturers in their second or subsequent years of full-time service must be notified of the nonrenewal of their contract by April 1<sup>st</sup> of each year. After one academic year or longer break in service, lecturers must serve a new probationary period.

Lecturers may be appointed on a semester, academic year, or summer basis. No appointment will be less than .50 FTE for the academic year. Lecturers may be eligible for summer employment to meet programmatic needs as determined by the Dean.

Any faculty member currently on a tenure track appointment may upon request, and with the approval of the department, the Dean, the Academic Vice Chancellor/Provost, and the Chancellor, convert his/her position to that of a University Lecturer.

#### 7.210 LECTURER RESPONSIBILITIES

Normal teaching, advisement and service requirements of a lecturer shall conform to the following guidelines:

- A. Each full-time lecturer will teach no less than a 24 credit load for an academic year or a 12 credit load for a semester. The teaching schedule will be assigned by the Department Chair and approved by the Dean.
- B. Each lecturer will be assigned undergraduate advisees by the Department Chair.

- C. Lecturers may be assigned to department and college committees. They may be asked to serve on special task forces, but normally will not be expected to serve on University committees.
- D. Lecturers will not be expected to serve as graduate advisors. In limited circumstances a qualified lecturer may teach in a graduate program.

#### 7.220 LECTURER OFFICE HOURS

Lecturers will keep regular posted office hours on a schedule approved by the Department Chair. Given the lecturer's teaching and advising responsibilities, office hours for lecturers may commonly be more extensive than office hours for tenure track faculty.

#### 7.230 RANK

Lecturers will not hold rank and will not be eligible for rank advancement.

#### 7.240 SALARY

Lecturers will be compensated at the same rate as Instructors as specified in section 14.144.

#### 7.250 BENEFITS

Lecturers are eligible for sick leave, personal leave, health insurance, and retirement in the same manner as other faculty. They will adhere to the academic calendar and will not earn vacation leave, but all other leave policies will apply to this position.

#### 7.260 EVALUATION

Lecturers will be evaluated using the process stated in section 9.633.

#### 7.270 RATIO OF LECTURERS TO TENURE TRACK PROFESSORS

The University recognizes the importance of tenure track faculty in its academic programs therefore a ratio of no more than one lecturer to six tenure track faculty will be employed. At no time will lecturers compose more than 15% of the full-time equivalent faculty.

#### 7.280 FUNDING

The funding for lecturer positions will come from current University budget sources. Fixed term and tenure track lines may be converted to lecturer lines.

### 7.300 ADJUNCT FACULTY APPOINTMENTS

Adjunct faculty will be appointed upon recommendation of the unit, the Dean of the College, and the Academic Vice Chancellor/Provost. Each term of appointment shall not exceed one year. The appointment is renewable on term-by-term basis (not to exceed year-to-year) at the discretion of the administration. An adjunct faculty member may be terminated at the discretion of the administration. No reasons need be given for termination at the end of a contract period.

In the event an adjunct faculty member subsequently applies for, and is accepted in a tenure track position, years of service as an adjunct faculty member may be considered toward tenure as per Sections 7.111 (Credit for Prior Service), 7.130 (Special Appointments), and 14.110 (Base Salary Step Determination). The decision with regard to years of service shall not be grievable.

No adjunct faculty appointment shall be for less than .50 FTE for the period of time covering the appointment.

Any faculty member currently on a tenure track appointment may upon request and with the approval of the department, the Dean, the Academic Vice Chancellor/Provost, and the Chancellor, convert his/her position to that of Adjunct Faculty member. Faculty members who hold a lectureship appointment must apply for an open adjunct appointment.

### 7.310 RANK

Adjunct faculty members may hold ranks of Instructor, Assistant Professor, Associate Professor or Professor, but will not be eligible for rank advancement as an adjunct.

### 7.320 SALARY

Adjunct Faculty will be compensated at the rate indicated for their rank in Section 14.000, in the same manner as other faculty members.

Adjunct faculty members whose duties are supported by extramural (i.e., non-state appropriated) funding may be compensated in a manner consistent with the requirements and stipulations of the funding source provided such compensation does not adversely affect the salary pool available for remaining faculty.

### 7.330 BENEFITS

Adjunct faculty members are eligible for sick leave, personal leave, health insurance, and retirement in the same manner as other faculty if the contract period mirrors that of regular faculty members. If the adjunct faculty contract period differs from that of regular faculty members, additional benefits shall be offered (e.g., vacation) as required by state law and/or employment practices for others at MSU Billings for similar employment terms.

### 7.340 EVALUATION

Each year faculty with adjunct appointments shall forward to the Department Rank and Tenure Committee documentation addressing their performance according to applicable criteria contained in Section 9.300, Evaluation Criteria. Materials presented for review should include the following:

- A. A current Curriculum Vita;
- B. An executive summary of professional performance. This summary should focus on teaching, advising, and service since the duties of adjuncts as stated in Section 9.310, emphasize these areas of professional performance;
- C. Peer reviews as called for in the Department Rank and Tenure Guidelines;
- D. The Department Rank and Tenure Guidelines for the benefit of the reviewers;
- E. Adjuncts shall submit materials for review after the first year of their appointment and if reappointed, they shall do the same for the next four years. After the fifth year, adjuncts shall be reviewed once every three years. All adjunct positions regardless of the review procedures are yearly appointments. This schedule is also applicable to those on lecturer appointments.

Every effort should be made to organize review materials. The Department Rank and Tenure Committee shall prepare a brief written report appraising the faculty member's performance including a recommendation as to whether or not the adjunct faculty member should be offered an appointment for the following academic year. The Committee shall provide the Dean, Department Chair, and the individual faculty member with copies of the report.

The Department Chair may concur with the DRTC's performance appraisal and recommendation or may forward his/her independent appraisal and recommendation to the Dean with copies to the faculty member and members of the DRTC.

The Dean shall submit an evaluation and recommendation to the Academic Vice Chancellor/Provost with copies to the faculty member, Department Chair, and DRTC. Before the Dean submits his/her report and recommendation the Dean will hold a meeting with the faculty member, Department Chair, Chair of the DRTC, and the Faculty Mentor if assigned to review the evaluations. If the Dean's recommendation is for reappointment, any modification of professional performance expectations shall be initiated at this meeting. The Dean will convene the meeting.

The Academic Vice Chancellor/Provost shall submit a recommendation to the Chancellor with a copy to the faculty member, Dean, Department Chair, and the DRTC Chair.

Appointments of adjuncts shall be at the discretion of the Chancellor. The Chancellor is under no obligation to adhere to recommendations of any committee, Department Chair, or member of the administration regarding the appointment of an adjunct. The decision of the Chancellor cannot be grieved or appealed.

#### **7.400 HIRING PROCEDURES**

The right of the faculty to participate in the selection of new faculty members is recognized and shall be implemented by the following procedures. When the Administration has determined there is a vacancy in an existing position or a new position is to be created, and the position involves academic rank, a Search Committee shall be formed as follows:

- A. At least three faculty members and one student major from the unit shall be appointed by the unit plus;
- B. One faculty member from outside the unit shall be appointed by the Dean;
- C. If an additional outside person is jointly agreed upon by the Dean and the Search Committee, this person may be appointed by the Dean;
- D. The Committee may appoint a community person.

A file containing a detailed position announcement including rank, the appropriate terminal degree, and a recruiting plan that includes procedural deadlines shall be submitted by the Search Committee Chair to the appropriate Dean for review. The Dean shall transmit the file to the Academic Vice Chancellor/Provost for approval. The Academic Vice Chancellor/Provost shall secure the approval of the Equal Opportunity Officer. If the Academic Vice Chancellor/Provost does not agree, the file shall be returned to the appropriate Dean with reasons for reconsideration by the appropriate unit.

When the search is completed, the Committee shall make its recommendations to the members of the administrative unit. The Department Chair/administrative unit head shall forward not more than three acceptable choices in writing to the appropriate Dean. However, it is understood the Dean and/or the Academic Vice Chancellor/Provost may have access to the entire applicant file. The recommendations shall be accompanied by supporting data including but not limited to:

- A. The candidate's credentials;
- B. Samples of any publications, creative endeavors, or other scholarly work;
- C. Written statements from faculty and administrators from other institutions where the candidate has worked, if such are not included with the credentials.

#### **7.500 PROFESSIONAL LETTER OF FACULTY APPOINTMENT**

This Agreement shall be incorporated into and made part of any individual professional letter of faculty appointment with the Board of Regents, and when thus incorporated, this Agreement shall constitute the only contract between the parties concerning salaries and terms and conditions of employment. In the event of conflict between the terms of an individual professional letter of faculty employment and the terms of this Agreement, the Agreement shall be controlling.

#### **7.600 ADMINISTRATIVE POSITIONS**

Faculty members performing administrative functions serve in those capacities at the discretion of the Chancellor and may be removed at any time and reassigned to faculty duties. However, Section 8.110 (Transfer of Titles) shall apply for the case of Department Chairs. No individual has tenure rights to an administrative position, to a stipend for that position, or to any other provisions or perquisites of that administrative position.

In the event a faculty member is appointed on an acting basis to an administrative position not in the bargaining unit, that faculty member shall retain tenure rights for not more than two consecutive years. In the event a faculty member is appointed to an administrative position not in the bargaining unit, without the designation of "acting" that faculty member may retain tenure rights with the approval of the Administration and the administrative unit. All administrators who currently have faculty tenure rights shall retain those tenure rights. Such administrators with tenure who are removed or resign from an administrative position, but who wish to remain employed at the University as a faculty member, will be employed under the same conditions and contractual terms as other tenured faculty and they will be

evaluated for competency and currency under the provisions of Section 9.400 (Student Assessment of Teaching) during the second year after their return. Their salary shall be established according to Section 14.000 (Compensation).

#### **7.700 RESIGNATIONS**

A faculty member who wishes to resign from the faculty normally shall give notice thirty days after receiving notice of terms of appointment for the succeeding academic year, or no later than May 15<sup>th</sup>, whichever is later. The faculty member may request a waiver of this requirement of notice in the case of hardship or where substantial professional advancement or other opportunity would be denied.

#### **8.000 DEPARTMENT CHAIRS**

##### **8.100 APPOINTMENT AUTHORITY AND TERM OF OFFICE**

The Department Chair shall be appointed by the Chancellor upon recommendation of the administrative unit, the Dean and the Academic Vice Chancellor/Provost. The Chair may hold academic tenure as a faculty member, but not as a Chair. Chairs typically shall serve terms of, but not limited to, four years commencing on the date the appointment is approved by the Chancellor.

##### **8.110 TRANSFER OF TITLES**

The office and title of Department Chair may be transferred by the Chancellor in accordance with the following procedures:

- A. The appropriate Dean will implement procedures for the selection of a new academic administrative unit Chair when one of the following conditions occurs:
  1. The Chair submits a letter of resignation.
  2. A majority of the unit members petition the Dean requesting a change of Chair.
  3. The Dean notifies all members of the unit, including the Chair, a change should take place.
  4. Other occasions as may be mutually agreed upon between the administrative unit and the Dean.
- B. The procedure is as follows:
  1. The Dean should, when appropriate, interview unit members individually as a means of evaluating the needs of the unit and the concerns and interests of its members. Such interviews shall not be considered in any sense a "vote" of the unit.

2. The unit Chair or designated faculty member shall call a meeting of the unit with the Dean to discuss in open meeting the criteria and process to be used by the unit for selection.
3. The unit, using whatever procedure it has selected, by involving all members of the unit shall recommend one or more candidates to the Dean or shall recommend the unit conduct an off campus search.
4. If the Dean does not find the recommendation(s) satisfactory, s/he shall explain in writing to the unit the reason(s) for rejecting the recommendation(s) and shall request the unit to submit the names of up to three other candidates. If no person recommended by the unit is acceptable to the Dean, the unit shall submit the names of up to three other candidates acceptable to the Dean. The Dean shall appoint one of these to serve as acting unit Chair until the matter is resolved.

#### 8.200 DUTIES AND RESPONSIBILITIES

The primary role of the Department Chair is to foster a quality educational program for students by creating an administrative climate in which faculty members are able to teach and perform well. A chairperson shall represent the interests of individual faculty members and the unit to other units and the Dean, as well as accurately present the positions of the Administration to the faculty within the unit. Subject to the authority of the Dean, the chairperson shall have the responsibility to conduct faculty evaluations (including part-time Instructors); assign advisees to the unit faculty; evaluate transcripts for transfer students in cooperation with the Office of Admissions and Records; review and approve records for graduation; after consultation with the unit faculty, schedule classes and arrange teaching hours and assignments; meet student needs in the academic programs within University policies and procedures, as well as standards of the unit; serve as the first line of appeal for complaints or disputes concerning the department; submit budget proposals and administer the approved budget; make recommendations regarding curricula, programs, personnel matters, and other departmental concerns; conduct program reviews and assessment; administer operation of the unit office; handle routine business of the department; and perform other responsibilities as assigned by the Dean.

Department Chairs may teach on a reduced load basis as commensurate with administrative load and approved by the Dean. Department Chairs shall be required to be present on campus two days earlier than other faculty during the fall term in order to receive preparation on Department Chair responsibilities and to attend to administrative functions.



The FACC may add to, modify or delete from these enumerated duties and responsibilities of the Department/Unit Chair.

#### 8.300 UNIT GOVERNANCE

The unit's governance structure shall be developed by unit faculty and recommended by the unit Chair to the appropriate Dean for approval. A Dean may require periodic review for a unit's governance structure. The request for review shall be in writing with reasons provided. Within sixty days of the Dean's request, the unit will file through its Chair a revised governance structure addressing the Dean's concerns for review and approval.

#### 8.400 CHAIR RENUMERATION

Department Chairs shall be given a stipend of not less than \$2,000 each semester and may also be granted reassigned time. The amount of reassigned time authorized will be determined through agreement of the Chair and the Dean, but shall not exceed .50 FTE. They shall also receive this stipend during the summer session if they are present on campus to perform regular Department Chair duties. Each Department Chair shall be given \$1,000 annually for professional travel to be used at his/her discretion.

### **9.000 PROFESSIONAL EVALUATION OF FACULTY**

For faculty hired prior to the 1995-96 academic year, Section 9.333 (Criteria for Rank Advancement) of the 1989-93 Agreement will govern. The revised Section 9.333 included in the 1993-97 Agreement will be implemented for faculty hired beginning with the 1995-96 academic year and thereafter.

Faculty hired prior to the 2000-2001 academic year shall be evaluated according to the procedures stated in Section 9.500 of this Agreement.

#### **9.100 GENERAL PRINCIPLES AND PURPOSES OF EVALUATION**

The Administration and appropriate peer committees are responsible for evaluating the performance of faculty. The purposes of evaluation are to identify strengths and weaknesses, to improve performance and to provide a basis for decisions concerning reappointment, advancement in rank, and tenure.

Members of the Administration who intend to make classroom visits for evaluation purposes shall provide the faculty member with general notice of such intention.

- A. Reappointment, advancement in rank and attainment of tenure by faculty are not rights but privileges accorded to candidates based on overall performance as evaluated under the shared responsibility of peer committees and the Administration.
- B. Every candidate for reappointment, rank advancement or tenure has the right to be informed annually of the criteria and processes used by the committees and the administrative officers.
- C. The candidate has the right to be heard and evaluated fairly and impartially on all criteria and in all processes and to be informed of the recommendations at all levels of the process.
- D. In regard to the evaluation and recommendation processes for reappointment, rank advancement and tenure, the parties shall recognize a high degree of autonomy of the administrative units, the need and validity of review and recommendation by the respective Dean, and for rank advancement and tenure the moderating and balancing effect of the faculty-elected University Rank and Tenure Committee that represents all Colleges as a broad faculty peer group. These powers of evaluation and recommendation carry with them a high degree of responsibility for applying candor, honesty and fairness throughout the process, from the unit level through the Chancellor.
- E. The Department Rank and Tenure Committee (DRTC) and the University Rank and Tenure Committee (URTC), the Deans, the Academic Vice Chancellor/Provost and the Chancellor operating under the authority of the Board of Regents, have the responsibility to maintain levels of quality among disciplines, units and colleges.
- F. All applications, recommendations, reasons, statements and reports regarding evaluations for reappointment, rank advancement and tenure, and performance reviews of tenured faculty must be in writing.
- G. A copy of any written evaluation placed in a faculty member's personnel file shall be provided to the faculty member.

## **9.200 PEER COMMITTEES**

### **9.210 DEPARTMENT OR ADMINISTRATIVE UNIT RANK AND TENURE COMMITTEE (DRTC)**

Each unit shall have a Department Rank and Tenure Committee composed of the Department Chair and college faculty members who are tenured and who are elected by unit faculty members. The only

exception to this rule is that unit probationary tenure track faculty may stand for election if there are not at least three tenured faculty in the unit to compose a committee. At least one member must be elected from outside the unit. Faculty elected from outside the unit must be tenured associate or full professors. The Chair of the Department Rank and Tenure Committee will be elected by the DRTC committee members. Each administrative unit shall develop participatory procedures for evaluation and recommendation within the unit for reappointment, rank advancement and tenure. These procedures will allow participation by faculty in the unit in the process of structuring the Department Rank and Tenure Committee, developing and/or modifying procedures and developing devices for measurements of criteria. Peer review of candidates and the full participation of students including voting privileges in the Department Rank and Tenure Committee's evaluation of faculty must be guaranteed by the unit. Unit DRTC guidelines shall be subject to review by the URTC and the Academic Vice Chancellor/Provost biennially in conjunction with the CBA.

#### 9.211 PARTICIPATION OF STUDENTS

Each Department Rank and Tenure Committee shall select one student representative from a list of three students provided by the ASMSU Billings President; the students nominated shall major in the unit affected. If within ten days of written notice from the Department Rank and Tenure Committee the ASMSU Billings President does not provide such a list, the Department Rank and Tenure Committee shall select a student member.

The student representative in a unit in which a faculty member is being considered for rank advancement, and/or tenure shall be allowed to participate in the Committee's discussions regarding the person's qualifications for rank advancement and/or tenure. During Committee meetings, the student representative shall be allowed access to the candidate's application and other pertinent information. The student representative shall assume the same responsibilities as other members of the Committee with regard to confidentiality and attendance.

#### 9.220 UNIVERSITY RANK AND TENURE COMMITTEE (URTC)

The University shall have a University Rank and Tenure Committee composed of and elected by University faculty.

#### 9.221 FUNCTIONS

The University Rank and Tenure Committee shall:

- A. Recommend to the Academic Vice Chancellor/Provost concerning rank advancement and tenure of University faculty as provided for in this agreement.
- B. Recommend to the Academic Vice Chancellor/Provost on matters pertaining to faculty evaluation as specified in this Agreement.
- C. Recommend to the Academic Vice Chancellor/Provost the extension of timelines where necessary to insure proper review.
- D. Assure that proper review is provided by the Department Rank and Tenure Committees; and if evidence of inadequate consideration or improper review is found, either:
  - A. Remand the case to the unit Committee for re-evaluation; or
  - B. Proceed with its own independent deliberations.
- E. Make recommendations to the Faculty Administration Collaborative Committee (FACC) as specified in Section 9.550.
- F. Perform other duties as prescribed in this Agreement.

#### 9.222 ORGANIZATION

- A. The University Rank and Tenure Committee shall be composed of six faculty, as follows: one from the College of Allied Health Professions, one from the College of Arts and Sciences, one from the College of Education, one from the College of Business and two at large representatives. Only full-time tenured instructional faculty holding the rank of Professor shall be eligible to serve on this Committee. In the event a College does not have any faculty who meet all of these eligibility requirements, other full-time instructional tenured faculty in that College may be elected.
- B. Elections shall be conducted by the FACC or by an agent appointed by it in the spring term. All elected members shall serve three year staggered terms, beginning in the fall term following their election. One of the members shall be annually elected Chair by the majority vote of the members of the Committee. The Chair shall be given a three-credit-hour reassignment in teaching load for the fall semester or spring semester as the case may be, with no reduction in pay. No administrative unit/Department Chair or member of the Department Rank and Tenure Committee may participate in discussions and/or vote on members of that unit.
- C. The Administration shall provide clerical assistance to the University Rank and Tenure Committee. The individual so provided may act as the recorder for the University Rank and Tenure Committee.

at the Committee's request. The Chair shall insure that an appropriate record is kept of the business conducted at every Committee meeting. The official file of actions of the Committee shall be maintained in the Academic Vice Chancellor/Provost Office.

- D. Students shall not sit as members of the University Rank and Tenure Committee nor participate in Committee deliberations. However, the Committee may provide for student appearances before the Committee.

#### 9.230 PROCEDURAL RESPONSIBILITY

In the event that committees or committee members whose composition, eligibility or duties are set forth in this Agreement fail to serve, act or complete their mission within the prescribed time limits, the process shall not be considered flawed by such omission. The next level of review for the Administration as appropriate, shall have the authority to act independently and such procedural deviations shall not be grievable.

Whenever the Administration is authorized to act independently and make decisions concerning reappointment, rank advancement and/or tenure as provided for in this section, the Administration shall have the obligation to insure the faculty member due process in the matter. Failure of the Administration to insure such due process shall be grievable, but the Administration shall not be liable for procedural deficiencies over which it has no control.

### **9.300 EVALUATION CRITERIA**

#### 9.310 GENERAL CRITERIA

Montana State University Billings seeks to retain, advance in rank and tenure, faculty who demonstrate excellence in their contributions to the University and in their future potential.

The following criteria will be used in each evaluation for purposes of reappointment, rank advancement and tenure. Since the primary mission of the University is instruction, faculty with instructional responsibilities must demonstrate excellence in teaching. Faculty must also show significant strength in both of the other two areas listed below.

- A. Classroom Teaching: Effective teaching encompasses both mastery of appropriate bodies of knowledge and communication of that knowledge to students. Documentation of effective classroom teaching includes, but is not limited to, peer review and student assessments.
- B. Scholarly Development and Contributions: Scholarly development and contributions shall be evaluated both as indicators of professional growth and as contributions to the world of scholarship and development of particular academic disciplines. Demonstration of scholarly development and contributions may include, but is not limited to: presentations; scholarly publications; research; participation in professional societies; conferences and meetings; and production of grants to enhance the professional development of the individual, the instructional unit or the University. Faculty appointed to disciplines involving artistic performance and creativity may have their artistic and performance accomplishments evaluated as scholarly development and contributions.
- C. Service to the University and to the Public: Demonstration of service to the University and to the Public may include, but is not limited to: contributions to instructional programs; student advising; speaking engagements related to the professional field; service on University committees; co-curricular and extra-curricular programs and other public professional service appropriate to a faculty member's discipline or professional interests such as advising officials, boards, agencies, and committees. It is the responsibility of the individual being evaluated to demonstrate the appropriateness of these contributions in relation to his/her discipline and the mission of the University.

Where a given activity could be included under more than one of the above categories, the faculty member should include it in the one where it is the most appropriate and cross-reference it in the other.

#### 9.320 DEPARTMENT OR ADMINISTRATIVE UNIT CRITERIA

The Academic Vice Chancellor/Provost shall designate the administrative units required to submit their unit criteria for review during the academic year, biennially in conjunction with the CBA.

By no later than ninety days after receiving such notice from the Academic Vice Chancellor/Provost, each administrative unit so requested shall after consultation with the appropriate Dean submit to the University Rank and Tenure Committee a statement of criteria in the areas of evaluation specified in Section 9.310 (General Criteria) by which all unit faculty eligible for retention, rank advancement, tenure,

or post-tenure review shall be evaluated. If necessary, the University Rank and Tenure Committee shall refer the criteria back to the individual unit with recommendations for needed changes. Upon approval of the unit criteria, the University Rank and Tenure Committee shall forward the criteria to the Academic Vice Chancellor/Provost for review and approval. The Academic Vice Chancellor/Provost shall report the results of his/her review to the University Rank and Tenure Committee.

Each individual, committee or administrative unit with a role in the review and approval of unit criteria as provided herein shall have a maximum of thirty days to complete and formally communicate its review. The thirty day time limit also applies to revisions of the criteria required by the University Rank and Tenure Committee and the Academic Vice Chancellor/Provost.

All unit faculty shall receive a copy of the approved unit criteria within thirty days after approval by the University Rank and Tenure Committee and acceptance by the Academic Vice Chancellor/Provost.

#### 9.330 SPECIAL CRITERIA FOR RANK ADVANCEMENT AND TENURE

##### 9.331 APPROPRIATE TERMINAL DEGREES

A faculty member shall be eligible to make application for rank advancement and/or be considered for tenure if s/he possesses an earned doctoral degree appropriate to the discipline. The appropriate terminal degree for all new faculty will be determined at the time of search, screening, and appointment as set forth in Section 7.300 (Hiring Procedures).

In addition to doctoral degrees from accredited institutions of higher education, the following categories of special degrees and certificates shall be recognized as terminal degrees for the purpose of tenure consideration and rank advancement:

- A. For studio faculty in Art, an M.F.A. or M.A.A. Degree;
- B. For performance faculty in Music, a Master's Degree in an area of music performance;
- C. For faculty serving as professional librarians, a Master's Degree in an area of library science from a program accredited by the American Library Association;
- D. For faculty in Accounting, a CPA in addition to a Master's of Accounting or an M.B.A. Degree. The terminal degree for faculty hired after July 1, 1993, shall be determined at the time of the search through consultation with the unit, the Dean of the College of Business, and the Academic Vice Chancellor/Provost and may be a doctorate;

- E. For faculty in Creative Writing hired after July 1, 1995, the appropriate terminal degree will be determined at the time of approval to recruit through consultation with the unit, the Dean of Arts and Sciences and the Academic Vice Chancellor/Provost and may be a Master's of Fine Arts or an appropriate doctorate;
- F. For faculty in Theater performance areas hired after July 1, 1995, the appropriate terminal degree will be determined at the time of approval to recruit through consultation with the unit, the Dean of Arts and Sciences and the Academic Vice Chancellor/Provost and may be a Master's of Fine Arts or an appropriate doctorate.
- G. For faculty in Outdoor Adventure Leadership, a Master's Degree in a relevant field.
- H. For faculty in the Registered Nurse to Bachelor of Science in Nursing degree completion program, a Master of Science in Nursing degree.
- I. For faculty in Health Administration, a Master's Degree in a relevant field.

#### 9.332 RESPONSIBILITY FOR APPLICATION

The responsibility for submitting an application for rank advancement or tenure, and for adequately documenting the application, rests with the individual faculty member. Failure by the faculty member to adequately document his/her achievements and readiness for rank advancement or tenure shall result in a negative recommendation. The committee or administrator performing the review may request a faculty member to provide additional documentation in support of his/her application. A faculty member so requested shall have a maximum of five working days to provide the additional documentation. Additional time may be requested. Adequate documentation should include, but is not limited to: narrative sections per performance area, a philosophy of teaching statement, and an analysis of teaching excellence substantiated by, but not limited to, student assessment of faculty teaching, and a minimum of two annual peer reviews of teaching performance, one of which is conducted, preferably, by a colleague outside the faculty member's unit or department.

#### 9.333 CRITERIA FOR RANK ADVANCEMENT

The same criteria as set forth in Section 9.310 (General Criteria) and the unit criteria shall be followed by all parties throughout the process of evaluating candidates for rank advancement with the following additional requirements:

- A. Assistant Professor to Associate Professor: Six academic years of full-time service, which may include up to two years of full-time service at other four-year institutions of higher education as



provided for in Section 7.111 (Credit for Prior Service) plus four academic years full-time service in the rank of Assistant Professor at Montana State University Billings, plus continued success in meeting the criteria in 9.310 (General Criteria) and the unit criteria since the last rank advancement or the initial appointment whichever is more recent are required. Application for tenure may be considered a simultaneous application for rank advancement during an individual's sixth year of full-time probationary service. An application for rank advancement may be presented for consideration at the same time as an application for tenure.

- B. Associate Professor to Professor: Tenure, plus a minimum of four years of full-time service in rank as an Associate Professor at Montana State University Billings, plus strong continued success in meeting the criteria in 9.310 (General Criteria) and the unit criteria since the last rank advancement. Advancement to the rank of Professor is the ultimate recognition of mature academic qualifications and experience as defined in the unit criteria. Applications may be made in the fourth year.

#### 9.334 CRITERIA FOR TENURE

The granting of tenure is not solely a reward for services performed during the probationary years, but is an expression of confidence that a faculty member will continue to be a valued colleague, an outstanding teacher and an active scholar or artist. Accordingly, tenure should be based upon a thorough evaluation of faculty performance during the probationary years.

The same criteria as set forth in Section 9.310 (General Criteria) and the department criteria shall be followed by all parties in the process of evaluating candidates for tenure, with these additional requirements:

- A. Tenure applications shall be submitted in the sixth probationary year. The total time period of full-time service prior to the acquisition of continuous tenure shall not exceed six academic years of full-time service, which may include up to two years of full-time service at other four-year institutions of higher education as provided for in Section 7.111 (Credit for Prior Service). Four academic years of full-time service at Montana State University Billings are required before making an award of continuous tenure.
- B. The evaluation period for tenure shall be the entire term of employment in probationary status at Montana State University Billings. Service under full-time temporary appointments at Montana State University Billings for a period not to exceed two years immediately preceding the faculty

member's initial probationary appointment may at the faculty member's option be considered in the tenure evaluation. However, the faculty member must exercise this option in writing in the first probationary evaluation.

- C. A faculty member shall be eligible for consideration for tenure if s/he holds at least the rank of Assistant Professor at the time of application for tenure.
- D. Extension of the Tenure Review Period:
  - 1. The tenure review period is the time between the date of hire and the date of tenure review established in the letter of appointment. This period may be extended as outlined below, either through the automatic extension process or requested extension process, provided that no combination of extensions may be granted for more than three years total per faculty member.
  - 2. The tenure review period is extended automatically for one year for the following reasons:
    - a. Childbirth, adoption or placement of a foster child in the home (applicable to both parents).
    - b. Serious illness of the faculty member, his or her child, foster child, spouse, domestic partner, parent or other individual for whom the faculty member serves as a primary caregiver or legal guardian.
    - c. Death of a child, foster child, spouse, domestic partner, parent, or other individual for whom the faculty member serves as a primary caregiver or legal guardian.
    - d. Full-time military service.
  - 3. "Serious illness" refers to an illness, injury, impairment or physical or mental condition that involves:
    - a. Inpatient care in a hospital, hospice or residential medical care facility that significantly limits the faculty member's available time to devote to teaching, service and scholarly development.
    - b. Continuing treatment by a health care provider – generally, such treatment includes treatment of, or recovery from, a serious health condition that significantly limits the faculty member's available time to devote to teaching, service and scholarly development.
  - 4. Conditions for which cosmetic treatments are administered, the common cold, the flu, upset stomach and minor injuries are examples of conditions that do not meet the definition of

serious illness or health condition. Continuing treatment by a health care provider does not include routine physical, dental or eye exams.

E. Automatic extension of Tenure Review Period:

1. When a faculty member notifies the department chair and college dean about an event that qualifies for automatic extension of tenure review (no later than 12 months after the event) the department chair is responsible for informing the faculty member, the college dean and the provost that the tenure review will be automatically extended by one year. The provost's office will notify the faculty member and the department chair of the faculty member's revised tenure review date.
2. The faculty member may opt out of the automatic extension any time before July 31 prior to the designated academic year of review by submitting a written request to the department chair. The department chair will inform the college dean and provost of the request.
3. If the automatic extension is for a serious illness of the faculty member or other family member, the university may request documentation of the serious illness.

F. Requested Extension of Tenure Review Period:

1. Any faculty member may request a one academic year extension of her or his tenure review period for unanticipated circumstances that significantly limit the faculty member's available time to devote to teaching, service and scholarly development other than an event that qualifies for automatic extension. Such circumstances may include administrative or special assignment given by the university, or similar unanticipated circumstances.
2. A faculty member may request a one academic year extension of his or her tenure review period by submitting a written request to the department chair as soon as possible after the need for extension arises but no later than 12 months after the need arises, or the July 31 prior to the designated academic year of review, whichever is earlier.
3. The extension of the designated tenure review date must be approved in writing by the department chair, college dean and the provost. If approved, the provost's office will notify the faculty member and department chair of the faculty member's revised tenure review date.

G. Standards for Review of Faculty Receiving Extension:

1. When a faculty member extends her or his review date, the standards for review are the same as if he or she had not received an extension and the extension does not increase the expectations of performance for that faculty member.

2. All reviewers of tenure review materials should evaluate the productivity of each candidate who has been granted an extension as if he or she had been in probationary status for the usual duration so that the candidate is not penalized for having received the extension.

#### 9.335 TIME ON LEAVE OF ABSENCE

Time spent on authorized leave of absence will be creditable for the purpose of determining eligibility for rank advancement and/or for tenure only if approved by the Chancellor of the University. A faculty member wishing to have the time credited shall submit a report of activities undertaken during the leave to the Department Chair who shall make a recommendation to the Dean. The Dean shall evaluate and recommend to the Academic Vice Chancellor/Provost who shall make a recommendation to the Chancellor. The determination of the Chancellor shall be final. A faculty member may elect not to credit such time for the purpose of determining eligibility for rank advancement and/or for tenure. The faculty member must indicate his/her decision in writing to the Academic Vice Chancellor/Provost by the end of the first academic term, excluding summer following the return to the University from the leave without pay.

#### 9.336 BASIS OF EXCEPTION

A faculty member who does not satisfy the degree requirements or years of service requirements specified in Sections 9.331 (Appropriate Terminal Degrees) and 9.330 (Special Criteria for Rank Advancement and Tenure) may apply for consideration for rank advancement on the basis of performance in the areas listed in Sections 9.310 and 9.320 (General and Department Criteria).

Also, a faculty member in the rank of Associate Professor who holds tenure, but does not satisfy the years of service requirements specified in Section 9.333 (Criteria for Rank Advancement), may apply for consideration for rank advancement on the basis of performance in the areas listed in Sections 9.310 and

- A. A faculty member who applies for consideration for rank advancement on the basis of exception shall present evidence in support of his/her claim for an exception to the Department Rank and Tenure Committee.
- B. If the Department Rank and Tenure Committee concurs that the faculty member should be recommended for rank advancement, written recommendations supported with written reasons based on evaluation criteria as specified in Sections 9.310 and 9.320 (General and Department

Criteria) shall be prepared and transmitted as provided in Section 9.530 (Evaluation for Rank Advancement).

- C. If the Department Rank and Tenure Committee disapproves the request for an exception, the faculty member shall not be considered for rank advancement until the next succeeding period of evaluation for this purpose. If the faculty member subsequently applies for consideration for rank advancement as an exception to the years of service requirements, his/her application shall be considered and transmitted as provided in Section 9.530 (Evaluation for Rank Advancement).

#### **9.400 STUDENT ASSESSMENT OF TEACHING**

Student assessment of teaching is designed to provide faculty with a basis for maintaining the quality of the courses and the instruction as well as to provide rank and tenure committees and appropriate administrative personnel with data for purposes of professional evaluation.

##### **9.410 FREQUENCY**

Student teaching assessment shall be conducted annually all for courses (excluding Independent Study, Internship, etc.) taught during the academic year and the summer term and will be reviewed by department chairs and DRTCs as follows:

- A. Every course/section taught during the academic year by faculty holding probationary and fixed-term appointments.
- B. All courses/sections taught during the fall term by faculty holding tenured appointment.
- C. Assessments may be reviewed for additional courses at the discretion of the faculty member.

##### **9.420 ASSESSMENT INSTRUMENT**

The campus-wide assessment instrument which was agreed upon through negotiations, and is included as Appendix A, shall be used for all courses.

A unit may make additions to that instrument but no items may be deleted from it. The unit shall be responsible for administering and scoring the additional items which shall be retained in the unit and not become part of the numerical summary.

##### **9.430 CONDUCTING ASSESSMENTS**

- A. Information Technology Institutional Research shall be responsible for administering the assessment instrument and providing access to results to each unit.

- B. It shall be the responsibility of each unit to establish professionally appropriate procedures for reviewing assessments of faculty teaching in that unit. These procedures must at a minimum provide for the uniform administration of the assessment instrument including timing and methodology, protect the anonymity of students taking part and be consistent with approved department criteria. These unit procedures must have been approved by the Academic Vice Chancellor/Provost before assessments are conducted. Otherwise, the Academic Vice Chancellor/Provost shall establish the assessment procedures for that unit. The Department Chair shall inform all unit faculty of the approved procedures for reviewing assessments.
- C. It shall be the responsibility of each Department Chair to insure that assessments are reviewed in accordance with the approved unit procedures and with the terms of this Agreement.

#### 9.440 ASSESSMENT DATA

Student Assessment of faculty teaching materials shall be summarized after the conclusion of the course and the assignment of grades.

- A. Numerical Summary. The Institutional Research shall prepare a summary of the numerical data received for each course assessed.
- B. Unit Data. The Department Chair shall be responsible for printing and scoring the items that the unit has added to the instrument. These data shall not be included in the numerical summary.
- C. Numerical Data. After preparing the numerical summary, the Institutional Research shall provide copy to the faculty member and to the administrative associate of the appropriate unit.
- D. Student Comments. All student comments will be included verbatim in the assessment reports provided to each faculty member.

#### 9.450 USE OF ASSESSMENT DATA

The faculty member shall be responsible for providing assessments requiring review to the appropriate chair and DRTC.

The Department Chair shall retain numerical summaries and student comments for all courses requiring review and shall review both annually with faculty. Copies of numerical summaries and typed student comments shall be provided to the faculty member.

If a faculty member is teaching a course outside of his/her department or has a split appointment, the Department Chair shall forward copies of the numerical summaries and student comments to the Chair

of the appropriate Department. If a faculty member is teaching a required course in a program of study, the appropriate Department Chair shall be given upon request a copy of the numerical summaries. In the case where there is no Department Chair, the Dean will assume these responsibilities.

Student Assessment data shall be considered in the annual evaluation of probationary faculty members. Evaluations for purposes of rank advancement and tenure and the periodic evaluation of tenured faculty is provided for in Section 9.700 (Performance Review of Tenured Faculty).

1. Evaluation for Reappointment of Probationary Faculty: The Department Chair shall provide the Department Rank and Tenure Committee with copies of all assessment summaries for the period under review. These summaries shall be included in the written evaluation submitted by the Department Rank and Tenure Committee.
2. Evaluation for Tenure: The Department Chair shall provide the Department Rank and Tenure Committee with copies of all assessment summaries for the probationary period. These summaries shall be included in the written evaluation submitted by the Department Rank and Tenure Committee.
3. Evaluation for Rank Advancement: It shall be the responsibility of the faculty member seeking rank advancement to submit assessment summaries representative of the entire evaluation period. The Department Chair shall not be obliged to retain more than the latest four years of assessment summaries for tenured faculty members.
4. Evaluation of Tenured Faculty: It shall be the responsibility of the faculty member to submit assessment summaries for all courses assessed during the period in question.

#### **9.500 EVALUATION PROCEDURES BASED ON PREVIOUS CONTRACTS**

The complete procedures delineated in this section are applicable only if the employee was hired for a tenure track position prior to the 2000-2001 academic year and not subject to the conditions of exception stated in Section 9.000 (Professional Evaluation of Faculty). Faculty hired beginning with the 2000-2001 academic year and who have been employed under the conditions of and evaluated by a position description may choose to continue to be evaluated using the position description criteria and evaluation process as stated in previous contracts until the award of tenure.

#### 9.510 SCHEDULE OF EVALUATIONS

In each academic year, the Academic Vice Chancellor/Provost shall prepare a schedule of evaluation for reappointment, rank advancement or tenure. A copy of this schedule shall be provided to each faculty member by the end of the first full week of classes in the fall term.

#### 9.520 EVALUATION OF PROBATIONARY FACULTY

Each probationary faculty member shall be evaluated in each year of probationary appointment other than a year of terminal appointment. The evaluation period shall be the period since the end of the faculty member's last evaluation. If the faculty member is receiving a review for rank advancement or for continuous tenure, the evaluation shall be in accordance with Section 9.530 (Evaluation for Rank Advancement) or 9.540 (Evaluation for Tenure).

Each year the faculty member shall forward to the Department Rank and Tenure Committee documentation addressing their performance as outlined in Section 9.310 (General Criteria). The materials presented for review shall include the following:

- A. A current Curriculum Vita.
- B. An Executive Summary for each of the three areas outlined in Section 9.310 (General Criteria). This summary can be in narrative or chart format but shall address the General Criteria as outlined in Section 9.310. Fulfillment of Professional Responsibilities as outlined in Sections 10.100 through 10.200 is assumed unless otherwise addressed.

Classroom Teaching: Effective teaching encompasses both mastery of appropriate bodies of knowledge and communication of that knowledge to students. Documentation of effective classroom teaching includes, but is not limited to, peer and student evaluations.

Scholarly Development and Contributions: Scholarly development and contributions shall be evaluated both as indicators of professional growth and as contributions to the world of scholarship and development of particular academic disciplines. Demonstration of scholarly development and contributions may include, but is not limited to: presentations; scholarly publications; research; participation in professional societies; conferences and meetings, and production of grants to enhance the professional development of the individual, the instructional unit or the University. Faculty appointed



to disciplines involving artistic performance and creativity may have their artistic performance accomplishments evaluated as scholarly development and contributions.

Service to the University and to the Public: Demonstration of service to the University and to the Public may include, but is not limited to: contributions to instructional programs; student advising; speaking engagements related to the professional field; service on University committees; co-curricular and extra-curricular programs and other public professional service appropriate to a faculty member's discipline or professional interests such as advising officials, boards, agencies, and committees. It is the responsibility of the individual being evaluated to demonstrate the appropriateness of these contributions in relation to his/her discipline and the mission of the University.

- C. The Department Rank and Tenure Guidelines for the benefit of the reviewers.
- D. Documented evidences for each performance area – Teaching, Scholarly Development and Contribution, and Professional Service.
- E. Additional information as requested by any part of the review process.
- F. The Department Rank and Tenure Committee shall submit a written evaluation and written recommendation for each probationary faculty member in the unit, and shall forward both to the appropriate Dean. The Department Rank and Tenure Committee shall review the documentation submitted by the faculty member for authenticity and completeness. If there is incomplete documentation, the Department Rank and Tenure Committee shall notify the faculty member of the specific omission(s). The Department Rank and Tenure Committee must either direct and/or assist the faculty member in procuring the documentation in order to verify the authenticity, appropriateness and completeness of the information submitted by the faculty member in support of their probationary review. The letter will also contain the committee's findings regarding any strengths and weaknesses of the faculty member's performance in fulfilling the evaluative criteria as supported by the Department Rank and Tenure Guidelines and a recommendation for reappointment or termination.
- G. The Dean shall prepare a written recommendation for each probationary faculty member and forward it to the Academic Vice Chancellor/Provost. All evaluations and recommendations shall be based on evaluation criteria as specified in Sections 9.310 and 9.320 (General and Department Criteria). At the time the Dean forwards the recommendations to the Provost, the Dean shall convene a meeting of the faculty member and the faculty Mentor, if assigned, with the Dean, Unit

Chair and the Chair of the Department Rank and Tenure Committee. The purpose of this meeting will be to review the written performance assessments of the faculty member and to discuss any issues and questions that have arisen from the evaluations prior to forwarding the Dean's evaluation results to the Provost.

- H. Copies of all evaluations and recommendations shall be sent immediately to the faculty member, to all preceding committees/individuals in the evaluation process and to the appropriate Department Chair. Should the recommendation of the Department and the recommendation of the Dean differ, the faculty member may request, within three working days of receipt of the Dean's recommendation, that the University Rank and Tenure Committee conduct the necessary investigation to attempt to reconcile the conflict and report its findings to the faculty member and to the Academic Vice Chancellor/Provost two weeks prior to the notification deadlines referenced in Paragraph K below.
- I. The Academic Vice Chancellor/Provost shall submit a recommendation to the Chancellor with a copy to the faculty member.
- J. Reappointment of probationary faculty members shall be at the discretion of the Chancellor. The Chancellor is under no obligation to adhere to recommendations from any committee, administrative unit/Department Chair or member of the Administration regarding the reappointment of a probationary faculty member.
- K. Pursuant to the provisions of Section 7.112 (Notice), written notice that a probationary appointment will not be renewed will be given to the faculty member by the Chancellor as follows:
  - 1. By not later than March 15<sup>th</sup> of the first year of service at the University if the appointment terminates at the end of that year, or if the first-year appointment terminates during an academic year, at least three months in advance of its termination;
  - 2. By not later than December 15<sup>th</sup> of the second year of service at the University, if the appointment terminates at the end of that year, or if the second-year appointment terminates during the academic year, at least six months in advance of its termination;
  - 3. By not later than twelve months before termination of the appointment after two or more years of service at the University.
- L. The Chancellor shall have the right to act independently to provide written notice.
- M. The Department Rank and Tenure Committee, Dean, University Rank and Tenure Committee or the Academic Vice Chancellor/Provost may cite documents or information in their evaluation that were not addressed during earlier states of review, but such documents or information must

comply with the requirements of the Collective Bargaining Agreement. Such documents or information shall be provided to the faculty member and each preceding reviewing committee or individual. The faculty member and each preceding reviewing committee or individual shall have three working days to respond to the new material, modify their previous recommendation, or take no action. An additional three working days shall be provided upon request.

Table 1  
§ 9.520 Notice to Probationary Faculty

12 Months Prior	December 15	March 1
Appointment 2 years/more	Second year appointment	First year appointment
Notification of non-renewal	Notification of non-renewal	Notification of non-renewal

3 Working days to respond, modify, take no action with regard to new material.  
 3 Working days additional per request by any parties.  
 Decision of the Chancellor is not appealable.

9.530 EVALUATION FOR RANK ADVANCEMENT

An Eligible faculty member must apply according to timelines published by the Academic Vice Chancellor/Provost (Section 9.510 Schedule of Evaluations). The evaluation period for rank advancement shall be the period since the end of the evaluation that resulted in the faculty member’s advancement to his/her current rank at the University. If the faculty member has received no rank advancement at the University, the evaluation period shall be the period since his/her most recent appointment to the faculty position at the University. A faculty member may withdraw his/her application at any time in the process by submitting a written request to the appropriate reviewing committee/individual.

- A. The Department Rank and Tenure Committee shall prepare a written evaluation and recommendation including reasons for each eligible applicant in the unit, and shall forward both the appropriate Dean by December 1<sup>st</sup>. The Dean shall prepare a written recommendation, including reasons, and shall forward it to the University Rank and Tenure Committee by January 15<sup>th</sup>. The University Rank and Tenure Committee shall prepare a written recommendation, including reasons, and forward it to the Academic Vice Chancellor/Provost by February 20<sup>th</sup>. All evaluations and recommendations shall be based on evaluation criteria as specified in Sections 9.310 (General Criteria) and 9.330 (Special Criteria for Promotion and Tenure).
- B. Copies of all evaluations and recommendations shall be sent immediately to the faculty member, to all preceding committees/individuals in the evaluation process and to the appropriate Department Chair. If the Department Rank and Tenure Committee, the Dean or the University

Rank and Tenure Committee makes a negative recommendation, the faculty member may submit a written request for reconsideration of that recommendation to that committee/individual within three working days of receipt of the recommendation. The request shall be granted. Within five working days of receipt of the request, the committee/individual shall provide the faculty member with a written statement of the result of the reconsideration.

- C. The Academic Vice Chancellor/Provost shall prepare a written recommendation including reasons and shall forward it to the Chancellor with a copy to all preceding committees/individuals in the evaluation process to the appropriate Department Chair and to the faculty member no later than March 15<sup>th</sup>. In preparing his/her recommendation, the Academic Vice Chancellor/Provost may review the University Rank and Tenure Committee’s recommendation with that Committee.
- D. The faculty member may appeal a negative recommendation by the Academic Vice Chancellor/Provost as provided for in Section 9.550 (Rank Advancement and Tenure Appeals Process) of this Agreement.
- E. The Chancellor shall provide each applicant with a written decision by April 8<sup>th</sup>, with a copy to all preceding committees/individual in the evaluation process and to the appropriate Department Chair.
- F. The Department Rank and Tenure Committee, Dean, University Rank and Tenure Committee or the Academic Vice Chancellor/Provost may cite documents or information in their evaluation that were not addressed during earlier states of review, but such documents or information must comply with the requirements of the Collective Bargaining Agreement. Such documents or information shall be provided to the faculty member and each preceding reviewing committee or individual. The faculty member and each preceding reviewing committee or individual shall have three working days to respond to the new material, modify their previous recommendations or take no action. An additional three working days shall be provided upon request.

Table 2  
§ 9.530 Evaluation for Rank Advancement

December 1	January 15	February 20	March 15	April 8
DRTC to Dean	Dean to URTC	URTC to Provost	Provost to Chancellor	Chancellor to Candidate

- 3 Working days to respond, modify, take no action with regard to new material.
- 3 Working days additional per request by any parties.
- 5 Working days for written result of reconsideration.
- Appeal of non-favorable review to MSU President within 30 calendar days.

#### 9.540 EVALUATION FOR TENURE

Tenure evaluation shall be conducted during the sixth year of probationary service on a six-year tenure track. If tenure is not to be awarded with the seventh contract, the faculty member must be so informed by March 15<sup>th</sup> of his/her sixth year of probationary service on the tenure track. In the absence of the award of tenure by the Board of Regents, the contract for the seventh year is a terminal contract.

- A. The Academic Vice Chancellor/Provost shall provide each Department Rank and Tenure Chair with a list of faculty eligible for tenure, with notice to each faculty member affected, by the end of the first week of fall term. An eligible faculty member must apply to the Department Rank and Tenure Committee prior to September 30<sup>th</sup> during the year of eligibility in order to be considered for tenure. In the event an eligible faculty member does not submit an application for tenure in the sixth probationary year, s/he shall receive a terminal contract for the next academic year.
- B. The Department Rank and Tenure Committee shall prepare a written recommendation including reasons for each eligible applicant in the unit, and shall forward both to the appropriate Dean by October 20<sup>th</sup>. The Dean shall prepare a written recommendation including reasons and shall forward it to the University Rank and Tenure Committee by November 20<sup>th</sup>. The University Rank and Tenure Committee shall prepare a written recommendation including reasons and shall forward it to the Academic Vice Chancellor/Provost by January 20<sup>th</sup>. All evaluations and recommendations shall be based on evaluative criteria as specified in Sections 9.310 (General Criteria) and 9.331 (Appropriate Terminal Degrees).
- C. Copies of all evaluations and recommendations shall be sent immediately to the faculty member, to all preceding committees/individuals in the evaluation process and to the appropriate Department Chair. If the Department Rank and Tenure Committee, the Dean, or the University Rank and Tenure Committee makes a negative recommendation, the faculty member may submit a written request for reconsideration of that recommendation to that committee/individual within three working days of receipt of the recommendation. The request shall be granted. Within five working days of receipt of the request, the committee/individual shall provide the faculty member with a written statement of the result of the recommendation.
- D. The Academic Vice Chancellor/Provost shall prepare a written recommendation including reasons and shall forward it to the Chancellor, and a copy to all preceding committees/individuals in the evaluation process, to the appropriate Department Chair and to the faculty member no later than February 15<sup>th</sup>. In preparing his/her recommendation, the Academic Vice Chancellor/Provost may discuss the University Rank and Tenure Committee's recommendation with the committee.

- E. The faculty member may appeal a negative recommendation by the Academic Vice Chancellor/Provost as provided for in Section 9.550 (Rank Advancement and Tenure Appeals Process) of this Agreement.
- F. The Chancellor shall provide each applicant with a written decision by March 15<sup>th</sup> with a copy to all preceding committees/individuals in the evaluation process and to the appropriate Department Chair. The Chancellor’s decision shall be based on the total evaluation record of the faculty member, including recommendations at each level. The Chancellor’s decision shall constitute the final institutional recommendation to the Board of Regents regarding matters of tenure.
- G. The Department Rank and Tenure Committee, Dean, University Rank and Tenure Committee or the Academic Vice Chancellor/Provost may cite documents or information in their evaluation that were not addressed during earlier states of review, but such documents or information must comply with the requirements of the Collective Bargaining Agreement. Such documents or information shall be provided to the faculty member and each preceding reviewing committee or individual. The faculty member and each preceding reviewing committee or individual shall have three working days to respond to the new material, modify their previous recommendation or take no action. An additional three working days shall be provided upon request.

Table 3  
§ 9.540 Evaluation for Tenure

September 30	October 20	November 20	January 20	February 15	March 15
Candidate to DRTC	DRTC to Dean	Dean to URTC	URTC to Provost	Provost to Chancellor	Chancellor to Candidate

- 3 Working days to respond, modify, take no action with regard to new material.
- 3 Working days additional per request by any parties.
- 5 Working days for written result of reconsideration.
- Appeal of non-favorable review to MSU President within 30 calendar days.

9.550 RANK ADVANCEMENT AND TENURE APPEALS PROCESS

- A. Following the recommendation of the Academic Vice Chancellor/Provost, an applicant for rank advancement, or tenure may appeal to the FACC if there appears to be a possibility of factual or procedural error, prejudice or significant new information. The appeal must be filed within two weeks following the Academic Vice Chancellor/Provost’s notification to the applicant or his/her recommendation to the Chancellor.

- B. On receipt of a notice of appeal, the FACC shall appoint an ad hoc Tenure and Promotion Appeals Committee composed of three tenured faculty members.
- C. The Appeals Committee shall have the right to have any party involved in the process of rank advancement and/or tenure appear before it as a witness, and any party involved in these processes has a corresponding right to request an appearance before the Committee.
- D. The Appeals Committee will report the findings to the Chancellor of the University within thirty days of the date of its appointment by the Faculty Administration Committee. In unusual circumstances, the Committee may request in writing with reasons, a time extension from the Faculty Administration Collaborative Committee.
- E. The Chancellor shall respond to the Appeals Committee and the appellant within ten days. The Chancellor shall have the right to act independently if the Appeals Committee fails to act within the time limits.
- F. In the event a faculty member appeals a denial of rank advancement or tenure and the appeals process is not completed prior to the normal deadline for issuance of the Chancellor's written decision, the normal deadline shall be extended to thirty calendar days after the Chancellor's response to the Appeals Committee and the appellant.
- G. In the event of a denial of tenure or promotion, a faculty member does not have the right to file a grievance under Article 16.000 (Grievance Procedure and Arbitration). The appeals process included herein shall be used in lieu of such grievance procedure. A faculty member may appeal a negative promotion or tenure decision of the Chancellor to the President of Montana State University Bozeman. Any such appeal must be filed within thirty calendar days following receipt of the Chancellor's written negative decision. The procedures of Regent policy 203.5.2 shall apply thereafter.

### **9.630 PERFORMANCE REVIEWS**

#### **9.631 SCHEDULE OF REVIEWS**

Performance reviews will be scheduled in a manner similar to that stated in Section 9.500 (Evaluation Process Based on Previous Contract).

#### 9.632 FIXED TERM

Each year faculty with fixed term appointments shall forward to the Department Rank and Tenure Committee documentation addressing their performance according to applicable criteria contained in Section 9.300. Materials presented for review should include the following:

- A. A Curriculum Vita.
- B. An executive summary of professional performance. This summary may be in narrative or chart form.
- C. The Department Rank and Tenure Guidelines for the benefit of the reviewers.

The Department Rank and Tenure Committee shall prepare a brief written report appraising the faculty member's performance. The Committee shall provide the Dean, Department Chair, and the individual faculty member with copies of the report.

The Department Chair may concur with the DRTC's performance appraisal or may forward his/her independent appraisal to the Dean with copies to the faculty member and members of the DRTC.

The Dean shall submit an evaluation to the Academic Vice Chancellor/Provost with copies to the faculty member, Department Chair, and DRTC. The Dean may call for a meeting with the faculty member, Department Chair, Chair of the DRTC, and the Faculty Mentor, if assigned, to review the evaluations. The Academic Vice Chancellor/Provost shall submit an evaluation to the Chancellor with a copy to the faculty member, Dean, Department Chair, and the DRTC Chair.

#### 9.633 LECTURER

Each year during their first five years of appointment with lecturer appointments shall forward to the Department Rank and Tenure Committee documentation addressing their performance according to applicable criteria contained in Section 9.300, Evaluation Criteria. Materials presented for review should include the following:

- A. A current Curriculum Vita.
- B. An executive summary of professional performance. This summary should focus on teaching, advising, and service since the duties of lecturers, as stated in Section 7.210, emphasize these areas of professional performance.
- C. Peer reviews as called for in the Department Rank and Tenure Guidelines.



- D. The Department Rank and Tenure Guidelines for the benefit of the reviewers.
- E. Lecturers shall submit materials for review after the first year of their appointment and if reappointed they shall do the same for the next four years. After the fifth year, lecturers shall be reviewed once every three years. All lecturer positions regardless of the review procedures are yearly appointments. This schedule is also applicable to those on adjunct appointments.

The Department Rank and Tenure and Committee shall prepare a brief written report appraising the faculty member's performance including a recommendation as to whether or not the lecturer should be offered an appointment for the following academic year. The Committee shall provide the Dean, Department Chair, and the individual faculty member with copies of the report.

The Department Chair may concur with the DRTC's performance appraisal and recommendation or may forward his/her independent appraisal and recommendation to the Dean with copies to the faculty member and members of the DRTC.

The Dean shall submit an evaluation and recommendation to the Academic Vice Chancellor/Provost with copies to the faculty member, Department Chair, and DRTC. Before the Dean submits his/her report and recommendation the Dean may, if he/she feels it is necessary, hold a meeting with the faculty member, Department Chair, Chair of the DRTC, and the Faculty Mentor if assigned, to review the evaluations. If the Dean's recommendation is for re-appointment, any modification of professional performance expectations shall be initiated at this meeting. The Dean will convene the meeting.

The Academic Vice Chancellor/Provost shall submit a recommendation to the Chancellor with a copy to the faculty member, Dean, Department Chair and the DRTC Chair.

Appointments of lecturers shall be at the discretion of the Chancellor. The Chancellor is under no obligation to adhere to recommendations of any committee, Department Chair or member of the administration regarding the appointment of a lecturer. The decision of the Chancellor cannot be grieved or appealed.

#### **9.700 POST TENURE REVIEW**

The post tenure review of faculty shall be for the purpose of maintaining or enhancing the quality of faculty performance. Faculty members who have formally submitted their letter of retirement or

resignation and whose post-tenure review would occur in their last year of employment will be reviewed unless the faculty member chooses not to be reviewed.

#### 9.710 PROCESS

- A. Faculty shall be evaluated in the fifth year after the award of tenure and each fifth year thereafter.
- B. When the year for evaluation of a tenured faculty member occurs, that faculty member shall prior to the end of the fifth day of classes of spring term submit a written report of his/her performance to the Department Rank and Tenure Committee.
  - 1. The report shall include an enumeration of the member's activities and accomplishments in each of the areas included in the evaluation criteria in Section 9.310 (General Criteria) since the last evaluation.
  - 2. In the area of teaching, the report shall include a list of the classes taught, the enrollment in each, and the numerical summaries of student assessments conducted in at least all the Fall semester classes taught during each year for the period covered.
  - 3. In the area of research and creative endeavor, the report shall include an enumeration of publications, performance, exhibits, presentations, etc., for the period covered.
  - 4. In the area of service, the report should include an enumeration of the service activities for the period covered (9.500 Evaluation Procedures Based on Previous Contracts).
- C. Overall, the report should be a fair description of the faculty member's activities and accomplishments since the last evaluation, but need not be as exhaustive as that ordinarily done for rank advancement or the original award of tenure. Typically, the report will be three to five pages in length excluding attachments. Supporting documentation other than the numerical summaries of student assessments is not required at this point but may be requested by the Department Rank and Tenure Committee, the Dean or the URTC.
- D. Within thirty days of the receipt of the faculty member's report, the Department Rank and Tenure Committee shall prepare and submit to the faculty member and to the Dean a written assessment of the faculty member's performance in the areas of teaching, research and service. The written assessment submitted to the Dean shall be accompanied by the faculty member's report and

supporting documentation. Within fifteen calendar days of the receipt of the DRTC assessment, the Dean will submit his/her written assessment of the faculty member's performance to the DRTC and the faculty member. Both reviews by the DRTC and by the Dean shall indicate whether the faculty member's performance over the review period was 1) meritorious/exceptional, 2) meets expectations, or 3) unsatisfactory.

- E. Should the assessments of the Department Rank and Tenure Committee and the Dean differ over the designation of the faculty member's performance as being meritorious/exceptional, meets expectations, or unsatisfactory, the University Rank and Tenure Committee will conduct the necessary review to reconcile the conflict and report its findings within ten days to the faculty member, the DRTC, the Dean and the Vice Chancellor/Provost. The decision of the URTC will be final.
- F. By April 1<sup>st</sup> of each year, Deans shall give the Academic Vice Chancellor/Provost yearly written notification of the final results of all post tenure reviews for college faculty specifying whether each faculty member's performance was 1) meritorious/exceptional, 2) meet expectations, or 3) unsatisfactory. This information shall also be included in each faculty member's personnel file.
- G. If the Department Rank and Tenure Committee and Dean agree or if it is the URTC's decision that the faculty member's performance is unsatisfactory, a written plan of improvement shall be developed for the faculty member. The plan of improvement shall include the following features:
  - 1. The plan of improvement shall be developed by the faculty member in collaboration with the Chair of the Department Rank and Tenure Committee, the Department Chair and the Dean.
  - 2. The plan of improvement shall be approved by the Department Rank and Tenure Committee, the Department Chair and the Dean.
  - 3. The plan of improvement shall indicate the area(s) of performance requiring improvement and the nature and extent of the improvement needed.
  - 4. The plan of improvement shall be consistent and shall state the criteria by which a judgment will subsequently be made as to whether the improvement has occurred.
  - 5. The plan of improvement shall include statement(s) by the Department Rank and Tenure Committee, the Department Chair and the Dean to provide appropriate assistance to the faculty member in making the improvements.

6. The plan of improvement shall specify a reasonable amount of time, within one academic year unless otherwise specified, for the faculty member to accomplish the improvements.
  7. The plan of improvement shall be approved and signed by the faculty member, the Chair of the Department Rank and Tenure Committee, the Department Chair and the Dean. If the faculty member does not agree with the plan of improvement, the faculty member may appeal the matter to the URTC within five working days for a final determination. The URTC shall meet with the parties within five working days of receiving the appeal if requested to do so.
- H. Refusal of the faculty member to submit supporting documentation if requested by the DRTC, the Dean or the URTC, or failure to make the needed improvements shall result in a recommendation by the DRTC, the Dean or the URTC through the Provost to the Chancellor of the University for disciplinary sanctions. If a faculty member refuses to participate in the plan of improvement or in the process to remediate performance outlined herein, the Chancellor may initiate termination proceedings by referring the matter to the Committee on Service.
- I. Within thirty days after the period of time specified in the plan of improvement, the faculty member shall submit a follow-up report to the Department Rank and Tenure Committee and the Dean in which s/he indicates and substantiates the extent to which the plan has been completed.
- J. If the Department Rank and Tenure Committee and the Dean conclude that the report demonstrates the accomplishment of the required improvements, the Department Rank and Tenure Committee and the Dean shall notify the faculty member and the Provost of their findings. If the Department Rank and Tenure Committee or the Dean judges the report to reflect an inadequate degree of accomplishment of the purposes of the plan of improvement, either shall write a recommendation pointing out the specific shortcomings and may recommend to the Chancellor of the University:
1. Disciplinary sanctions against the faculty member; or
  2. Imposition of a salary freeze for one year. At the end of that academic year the faculty member may submit to the Department Rank and Tenure Committee a follow-up report and the process is repeated from 9.710 above.
  3. If a faculty member fails to make satisfactory progress in addressing performance deficiencies as determined by the DRTC and the Dean or by the URTC within the timeframe specified in the plan of improvement, the Chancellor may initiate

termination proceedings by referring the matter to the Committee on Service. If a faculty member's post tenure review results in an unsatisfactory performance assessment, the entire evaluation proceedings shall become part of the faculty member's official personnel file.

Table 4  
§ 9.710 Post Tenure Review

Spring 5 <sup>TH</sup> Class Day	30 Days	15 Days	10 Days	April 1 <sup>st</sup>	30 Days
Candidate to DRTC	DRTC to Dean	Dean's Review	URTC Reconcile Dean vs. DRTC	Dean Reports to Provost	Report on Plan of Improvement

Decision of URTC not appealable.

Sanctions including salary freeze reversed after one year of satisfactory performance.

Termination proceedings after three years of unsatisfactory performance.

#### 9.720 MERITORIOUS PERFORMANCE REVIEW BONUS

Meritorious Performance Bonuses may be implemented at the discretion of the FACC according to the following procedures:

- A. The Administration shall establish a pool of funds from sources outside of the regular salary pool from which a performance bonus of \$2,000 shall be awarded up to 12 faculty members per academic year whose post tenure reviews have been judged to reflect meritorious/exceptional performance. This performance bonus shall be base-building and it shall be awarded if both the DRTC and the Dean judge the faculty member's performance to be meritorious/exceptional or
- B. If the DRTC and the Dean do not agree, but the URTC judges the faculty member's performance to be meritorious/exceptional.
- C. Final decision with regard to a Meritorious Performance Review bonus resides with the Academic Vice Chancellor/Provost. The decision of the Academic Vice Chancellor/Provost is final and cannot be grieved.

### 10.000 WORKING CONDITIONS

#### 10.100 PROFESSIONAL RESONSIBILITIES

The Commissioner, the Administration and the MSU Billings Faculty Association agree that a faculty member is accepting and assuming a faculty position at Montana State University Billings has certain basic responsibilities to include the following.

#### 10.110 PROFESSIONAL ACTIVITY

Faculty members shall maintain professional competence and knowledge of current developments in their appropriate academic disciplines by continuing activities appropriate to their professional assignment. Appropriate activities shall include, but not be limited to, reading, research, creative endeavors, consulting and public service.

#### 10.120 FACULTY DUTIES

Faculty members shall perform in a full and faithful manner the duties of a University faculty member, to wit:

- A. To meet faithfully all assigned classes or to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to the Department Chair. As part of their professional obligations, faculty are required to attend commencement activities unless she/he is on a sabbatical assignment, engaged in professional travel or has been approved for leave under one of the leave categories outlined in CBA 12.000 (Leaves of Absence). The administration agrees to cover the rental cost of appropriate commencement regalia for each faculty member .5 FTE and above.
- B. To make available to students no later than the 1<sup>st</sup> day of the instruction a written hard copy or online electronic copy syllabus or course outline that specifies the objectives of each course and the general method of instruction, as well as course requirements (such as term papers, reports, and scheduled tests), office location, email address, and phone number and any estimated additional costs to the student that may occur during the term. The syllabus/outline must also include a clear statement of the basis on which grades will be determined. A copy of the syllabus/outline shall be filed in the offices of the Department Chair and the appropriate Dean.
- C. To advise students on matters pertaining to their entire program of study through adherence to a schedule of reasonable and regular office hours throughout each week of the term in question. Each faculty member shall provide one hour of office hours for every three credits taught. Faculty shall give primary consideration to the needs of the students when developing an office-hour schedule. Scheduled office hours must be included on all course syllabi and also publicly posted on the faculty member's office door and forwarded to their Department Chair no later than the first day that a course is in session.
- D. To award academic credit based on a professional evaluation of students' academic performance.

- E. To present the subject matter in the course as announced to students and approved by the faculty in the curriculum.
- F. To evaluate or comment fairly and objectively on the performance of colleagues when peer evaluation is required for the purpose of reappointment, rank advancement, and tenure considerations, curriculum or program reviews and the like.
- G. To participate in committee work and other channels of governance in accordance with unit, college and University procedures and in accordance with the Bylaws of the Academic Senate.
- H. To comply with the laws governing conflict of interest and to avoid a material violation or continued disregard of Section 10.700 (Conflict of Interest).
- I. To observe the duly promulgated policies and regulations of the University and to participate through meetings in seeking modifications of these policies and regulations when such policies and regulations are considered inappropriate.
- J. Be available to work face-to-face with students, faculty, and staff by conducting scheduled office hours and other faculty efforts primarily on campus. Office hours “by appointment” or that are not scheduled and distributed to the students in advance are to be in addition to regularly scheduled campus office hours. Work-related effort associated with University affiliated locations will also be considered appropriate if that is germane to their faculty duties.

#### 10.200 CLASS AND COURSE ASSIGNMENT

The teaching assignment of a faculty member should be made in his/her field of competence. Recognizing there are common components in each discipline that all teachers should be able to cover, the need for change of assignment within his/her field for the purpose of providing better service and a higher quality program is acknowledge. Teaching assignments shall be based on a consideration of the needs of students including the need to make the curriculum available throughout the day and evening, the continued necessity for revitalization and improvement of the instructional program, academic qualifications and expertise of the faculty and where practical faculty preference. Teaching assignments shall not be made arbitrarily, capriciously or with the intent or effect of discrimination against any faculty member.

Each faculty member shall be given the opportunity before tentative class schedules have been prepared to specify his/her preferred teaching schedule for the coming year. A faculty member shall not be required to teach both evening and early morning classes unless s/he wishes this kind of assignment.

It shall be the responsibility of the appropriate Department Chair after consultation with the faculty of that unit and with the approval of the appropriate Dean to make course assignments and to attempt to accommodate the concerns of the preceding paragraphs in scheduling courses.

A faculty member shall, except in unusual circumstances, be notified of his/her class schedule at least thirty days before the beginning of the next academic term.

Changes in a faculty member's class and course assignments may be made if the overriding needs of the administrative unit so dictate. In making necessary changes, the appropriate Dean and the appropriate Department Chair shall consult with the affected faculty member in the interest of arriving at the best solution for all concerned.

It shall be the responsibility of the appropriate Department Chair after consultation with the faculty of the unit and with the approval of the appropriate Dean to determine appropriate class size, taking into consideration the instructional requirements of the course, the maintenance of academic standards and the programmatic needs of the department. The Chair will indicate those classes where appropriate arrangements could be made to either expand the size of the class or create new sections of it. This shall be communicated to the Academic Vice Chancellor/Provost who shall grant or deny permission to make the indicated arrangements in the event enrollments exceed the agreed upon class size limit. If the Academic Vice Chancellor/Provost does not grant this permission, the class size shall not be allowed to exceed the agreed upon class size limit.

## **10.300 FACILITIES**

### **10.310 OFFICES, RESTROOMS AND LOUNGES**

The Administration shall provide suitably equipped offices, restrooms and faculty lounges for use by faculty members. If s/he chooses, each faculty member's office shall be equipped, furnished, lockable and enclosed. Members of the Administration and faculty shall respect the privacy of each other's respective offices.

Faculty may request changes in office location due to health or disabilities.



#### 10.320 ADMINISTRATIVE SUPPORT ASSISTANCE

Administrative support assistance shall be provided to all faculty members in the bargaining unit for the performance of their duties and professional activities. It is understood priority shall be given to instructionally related obligations.

#### 10.330 ACADEMIC SUPPORT FACILITIES

The faculty members of Montana State University Billings shall have equal access to and use of the following academic support facilities in accordance with campus policies:

- A. Library
- B. Audio Visual Services
- C. Meeting Rooms

#### 10.340 SAFETY

Montana State University Billings shall provide a place of employment that does not endanger the health of faculty members. Faculty members shall notify the employer of any safety or health hazards observed incident to employment, and the employer shall investigate and where appropriate institute remedial action in accordance with state law.

Faculty members shall use and require the use of furnished safety devices and safeguards, promote healthy and safe practices and comply with safety policies and regulations.

### **10.400 PROFESSIONAL DEVELOPMENT AND RESEARCH**

#### 10.410 PROFESSIONAL DEVELOPMENT

The parties to this Agreement recognize their continuing and mutual obligation to improve the quality of instructional methods and programs at the University. They further recognize that research or other scholarly activities on the part of the faculty members are vital. The parties recognize that when available University financial support for individual faculty research is appropriate to the development of a strong faculty. When monies are available to fund professional development activities, the amount available shall be made known to all faculty. Faculty desiring a professional development stipend may submit a proposal to the Academic Vice Chancellor/Provost within prescribed time frames. Professional development proposals may allow for but are not limited to instructional improvement, enhanced research capabilities, curriculum/instructional development and faculty development. The

Administration has the right to approve or disapprove professional development proposals and such decisions shall not be grievable. Upon completion of the activity or activities funded by professional development money, the faculty member shall prepare a brief report that includes the degree to which the objectives of the professional development award were met. The reports shall be submitted to the Department Chair who will forward them to the appropriate Dean or Director.

#### 10.420 RESEARCH

Research if sponsored by agencies of federal, state or local government is in fact supported by taxpayers. The researcher must insure that the findings are from his/her University or government sponsored research are made public before utilizing such findings for personal gain on behalf of a private client as part of a consulting engagement or otherwise giving advantage to a particular party or firm. However, the above statement is not to be interpreted to mean that the public has a right to the field notes, raw data, research notebooks or working papers of a researcher. Neither is the above statement to be interpreted as a waiver or denial of existing regulations on the use and distribution of data, the premature release of which would jeopardize the public interest.

#### **10.500 WORKSHOPS AND CONFERENCES**

A limited number of faculty members shall be eligible to attend workshops and conferences sponsored by Montana State University Billings on a space available basis at no cost or at a reduced cost in accordance with campus policy.

#### **10.600 PROFESSIONAL PRACTICE**

The parties to this Agreement recognize that teaching, research, and public service are the primary responsibilities of faculty members at the University, agree it may be reasonable and feasible for faculty members to engage in consulting activities or other additionally compensated activities that benefit both the University and the individual. However, the University has a priority claim on the working time of faculty members. Before consideration is given to extra compensation for a faculty member, the appropriate Department Chair and Dean are urged to provide time for performance of these services. Such activities should enhance the individual's professional stature, should bring credit to the University and must not interfere with his/her primary obligations to the University.

Therefore, the following provisions shall govern those activities for which extra compensation may be received:

- A. University Duties. No faculty member at Montana State University Billings may accept additional compensation for providing to the same clientele the same services which are part of his/her assigned duties. In particular, no faculty member may receive compensation for tutoring students of the University.
- B. Consulting and Professional Practice.
  - 1. Conflict of Interest. All consulting assignments and professional practice accepted by faculty members must comply with the contract section on conflict of interest.
  - 2. Compensation. Faculty members engaged in consulting work and professional practice not sponsored by institutions of higher education in Montana must charge fees that are consistent with those in the profession in the area and shall be entitled to retain such outside compensation except as noted below.
  - 3. University Identification and Liability. In all private consulting engagements the client must be informed that the faculty member is acting as a private consultant, that Montana State University Billings is no way a party to the contract or liable or responsible for the performance thereof; and that Montana State University Billings is not liable in any way for property of the client utilized for test, observation, or otherwise in connection with the consulting engagement, nor for consequent damages. No official Montana State University Billings stationary or forms shall be used in advertising. The faculty member shall use his/her home address and telephone number on correspondence and advertising. The name of the applicable college shall not be used in any other way without the express consent of the appropriate Dean.
  - 4. University Facilities and Personnel. Whenever a faculty member uses institutional personnel, facilities or equipment in connection with consulting activities, the arrangements for such use and for the reimbursement to the institution must be fully documented and maintained on file in an appropriate administrative office on campus. Such reimbursement must be consistent with rates charged to outside groups or persons for similar uses. The use of assistants (whether University employees or students) by a faculty member acting in the capacity of a consultant shall be subject to the approval of the Department Chair and the appropriate Dean; the Dean shall report such arrangements to the Academic Vice Chancellor/Provost.

5. Permission Required.
  - a. For small single assignments of more than one day, but not more than one week, and for continuing assignments or professional practice in which the total amount of time is one week or more and extending over several months: A written request, stating duties and maximum amount of time required, must be submitted to the Department Chair and the appropriate Dean. Written approval from the Department Chair and Dean is necessary.
  - b. For retained assignments in which no specific duties are involved other than the giving of advice, but where the faculty member involved is not available to other firms in the same line: A written request must be submitted to the Department Chair and the appropriate Dean. The request must state duties to be performed and must contain copies of all agreements relative to the assignment.
  - c. For consulting assignments or professional practice requiring more than one week or irregular assignments averaging more than one day per week: Each case will be treated individually, and arrangements must be approved in writing by the Department Chair, the appropriate Dean, the Academic Vice Chancellor/Provost and the Chancellor. These arrangements may involve leave without pay.

#### **10.700 CONFLICT OF INTEREST**

For the purpose of this section, a conflict of interest is a conflict between public duty and private interest as defined in the pertinent section(s) of the Montana Code Annotated.

- A. No faculty member may undertake consulting or professional practice assignments that would result in a conflict of interest with his/her assigned University duties.
- B. A faculty member may not:
  1. Assist any person for a fee or other compensation in obtaining a contract, claim, license or other economic benefit from the Montana University System;
  2. Assist any person for a contingent fee in obtaining a contract, claim, license or other economic benefit from any state agency;
  3. Perform an official act which directly and substantially benefits a business or other undertaking in which s/he either has a substantial financial interest or is engaged as counsel, consultant, representative, agent, director or officer; and

4. Enter into a contract to perform services for the University unless the contract has been awarded through public notice and competitive bidding, and provided the employee is not in a position to approve or influence the University's decision to grant the contract.

## **11.000 SABBATICAL AND PROFESSIONAL TRAVEL**

### **11.100 SABBATICAL ASSIGNMENT**

Any tenured faculty member shall be eligible to apply for a sabbatical assignment during the sixth or later year of service at Montana State University Billings. Years of service shall be computed from the initial date of full-time appointment at MSU Billings or from the termination date of the previous MSU Billings sabbatical assignment. Time spent on a sabbatical assignment shall be excluded in determining years of service toward eligibility for the next sabbatical. Applications are to be submitted during the year prior to the year for which sabbatical assignment is requested.

### **11.110 SABBATICAL APPLICATION**

An eligible faculty member must formally request sabbatical assignment. The application for an assignment to be granted shall include:

- A. A definitive detailed plan for the scholarly or professional use of the sabbatical.
- B. Anticipated future values of completion of the program for the applicant, for students, for the unit and for the University.
- C. A complete vita including a record of all professional activities.
- D. A listing of the specific whole term(s) for which assignment is requested.
- E. A description of any fellowship or grant or other arrangement that would aid in financing or otherwise supporting the proposed project.
- F. The applicant's signed agreement to return to full-time service with the University for a period of one year following expiration of the assignment or to refund the compensation paid him/her by the University or other unit of the Montana University System during such assignment unless this obligation is specifically waived by the Chancellor or his/her designee.

### **11.120 LIMITATIONS AND CONDITIONS**

The rights of a faculty member on sabbatical assignment shall not be limited in any way and s/he shall retain all rights to promotion, salary increments, insurance, retirement, and other benefits provided in

this Agreement. Faculty members on sabbatical assignment will continue to be eligible for employee benefits.

Formal study for the required terminal degree as specified in Section 9.331 shall not be acceptable as a sabbatical assignment project.

Sabbatical assignments are granted only for the duration of stated whole terms and are expected to be taken during the period for which application was made and approved.

All sabbatical assignments shall normally be for a period of not less than one semester, or more than one academic year.

The salary paid from institutional funds during a sabbatical assignment shall not exceed one-half of the academic year salary established for the individual for a one-semester sabbatical assignment or three-fourths of the academic year salary established for the individual for a two-semester sabbatical assignment. Special compensation arrangements involving funds from other than institutional sources must be agreed upon and approved in keeping with the following conditions:

- A. Compensation paid during a sabbatical assignment may differ from that paid for regular assignment because it may involve funding from sources other than regular University funds such as fellowships, assistantships or other sources of limited income including funds available from grants or contracts administered by the University.
- B. Funds from non-University sources may be used to supplement University funds to increase the compensation up to, but not in excess of, the amount that the individual would have earned on regular assignment during the same period.
- C. Funds from non-campus sources must be made directly available to the campus for periodic disbursement to the person in addition to, or in lieu of, regular funds.
- D. Compensation in excess of that which could have been earned on regular assignment may be approved only if all campus funds, including applicable employer paid benefits, have been replaced by funds from other sources.
- E. All compensation received by an individual while on sabbatical assignment must be received through the campus.
- F. No person may be additionally compensated for the time on sabbatical assignment by income from other employment during the same period.

- G. Programs or projects that necessarily involve employment by an employer other than the University may not qualify for sabbatical assignment but may be approved as leave without pay.

#### 11.130 PROCEDURES

Applications for sabbatical assignment shall be made by members of the bargaining unit on forms available from the Academic Vice Chancellor/Provost's Office and shall be submitted to the appropriate Department Chair on or before October 20<sup>th</sup> of the academic year prior to the year in which sabbatical assignment is desired.

The Department Chair shall submit all applications with his/her comments and recommendations to the appropriate Dean on or before November 1<sup>st</sup>.

The Dean shall submit all applications with his/her comments and recommendations on each to the Sabbatical Committee on or before November 10<sup>th</sup>.

The Sabbatical Committee shall be composed of five faculty members. The Committee shall be appointed by the Academic Vice Chancellor/Provost from a list of ten names provided by the Academic Senate. The Committee shall elect its own Chair annually.

In evaluating proposals for sabbatical assignment, the Sabbatical Committee shall be guided by the following criteria:

- A. The merit of the proposed program – values both for the applicant and for the University.
- B. The anticipated values of completion of the proposed program – for the applicant, for the unit and for the University.
- C. The quality of the applicant's teaching and research performance – especially over the immediately preceding six years.
- D. The applicant's length of service with the University with some weight given to those who have served the longest time at Montana State University Billings without a sabbatical.

The Sabbatical Committee may require interviews of an applicant to facilitate evaluation and ranking of the proposals. The Chair of the Committee or his/her designee should provide an applicant with at least five calendar days' notice of the time and place of the interview. If any interviews are held, the Committee shall afford all applicants the opportunity for an interview.

The Committee shall rank the proposals on the basis of the above criteria and make recommendations to the Academic Vice Chancellor/Provost no later than December 20<sup>th</sup>. The Committee shall consider only proposed sabbatical assignments that pertain to a single fiscal year.

Following discussions with the appropriate Deans, the Academic Vice Chancellor/Provost will submit recommendations to the Chancellor based on the merit of the proposals and the availability of funds. The number of sabbaticals to be granted shall be determined by the Administration based on the funds available and the quality of proposals. The Administration will strive to allow a minimum of four sabbaticals each year. Final approval of all sabbatical assignments must be obtained from the Board of Regents.

- Decisions on sabbatical assignment awards are not grievable.

#### 11.200 PROFESSIONAL TRAVEL

Faculty members may be authorized through appropriate administrative procedures sufficient time away from their regular assignments to attend scheduled professional meetings or conferences. Subject to the availability of funds as determined by the Administration such faculty members shall be entitled to reimbursement for travel and other authorized expenses incurred in attendance at such meetings.

Travel funds for faculty may be granted for the following reasons:

- A. Delivery of a research paper or presentation of other creative endeavor at a national meeting.
- B. Delivery of a research paper or presentation of other creative endeavor at a regional meeting.
- C. A brief research trip for the purpose of collecting data for bona fide research or creative venture.
- D. Service as a critic of a scholarly paper at a national meeting.
- E. Service as a critic of a scholarly paper at a regional meeting.
- F. Participation as a program chair at a national meeting.
- G. Participation at a state-wide regional and national meetings.
- H. Other.

Recommendations for the allocation of travel funds will be determined through a peer review process by a faculty member from each college and in the case of Library Faculty a Library Faculty Travel Committee. The Committee will be elected by the faculty of each college. Allocations of travel funds are not grievable.



It is understood that the appropriate Dean and the Academic Vice Chancellor/Provost must authorize all travel, and that travel will not be permitted without such authorization.

## **12.000 LEAVES OF ABSENCE**

### **12.100 HEALTH-RELATED LEAVES**

#### **12.110 SICK LEAVE**

Each full-time faculty member is entitled to and shall earn sick leave credits from the first full period of employment. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned at the rate of one working day for each month of service without restriction as to the number of working days that may be accumulated.

Faculty members are not entitled to be paid for sick leave under the provisions of this Agreement until they have been continuously employed for ninety days. Upon completion of this qualifying period, the faculty member is entitled to sick leave credits earned.

A faculty member who terminates employment with Montana State University Billings is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the faculty member's salary at the time of termination. Accrual of sick leave credits for calculating the lump-sum payment provided for in this sub-section begins July 1, 1971.

A faculty member who receives a lump-sum payment pursuant to this Agreement and who is again employed by the state or county or city thereof shall not be credited with any sick leave for which compensation has previously been given.

Sick leave credits earned at Montana State University Billings by a faculty member prior to July 1, 1971, shall remain credited to the faculty member's sick leave account. Sick leave used by a faculty member shall first be charged to the pre-July 1, 1971, sick leave accumulation until that sick leave accumulation is depleted before being charged against a faculty member's sick leave accumulation earned subsequent to July 1, 1971.

A faculty member on sick leave shall inform the appropriate academic supervisor as soon as possible.

Other sick leave provisions:

- A. Sick leave charges in excess of earned sick leave credits will be charged to leave without pay.
- B. Sick leave charges and credits shall be charged to the nearest full hour.
- C. A physician's certificate or other evidence to substantiate sick leave charge may be required by a faculty member's academic supervisor or appointing authority.
- D. Disabilities caused or contributed to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are for all job-related purposes temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.
- E. Any non-instructional days that fall during a period that a faculty member is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.
- F. Abuse of sick leave occurs when a faculty member misrepresents the actual reason for charging an absence to sick leave or when a faculty member uses sick leave for unauthorized purposes.
- G. The Administration must be able to substantiate any charge of sick leave abuse that results in disciplinary action.

#### 12.120 EMERGENCY SICK LEAVE

Emergency sick leave is defined as a necessary absence due to:

- A. Illness of a member of the immediate family of the faculty member requiring the attendance of the faculty member until professional or other attendance can be obtained; or
- B. Death of a member of the faculty member's immediate family.

#### 12.130 FACULTY MODIFIED DUTIES

Eligibility: All full-time tenure-track/tenured faculty are eligible for FMD when they are the primary caregiver related to the following life events:

1. The birth, adoption, or foster care placement of a child.
2. The sickness or disability of a family member such as a spouse, parent, live-in partner, or child who requires constant care by the primary caregiver.

For purposes of this policy, a primary caregiver can be a parent, a legal guardian, a live-in partner, or a spouse by marriage. The primary caregiver is the person who has primary responsibility for the care of a

child, sick or disabled family member. Human Resources will determine what medical documentation may be required to verify a family member's health condition and subsequent eligibility for modified duties.

A. Modification of Faculty Duties:

1. FMD is intended to assist faculty experiencing major life transitions by providing a release from teaching or other appropriate duties for up to one semester without a reduction in pay and without an expectation of enhancement of other duties. Modifications may include a release from a portion of or all teaching duties for all or part of the semester and/or an adjustment to the faculty member's service and/or scholarly development expectations.
2. If the modification of duties takes the form of a complete or partial release from teaching, the modification shall, when possible, be arranged to coincide with the semester calendar (or appropriate teaching module in effect in the faculty member's unit) to ensure classroom continuity and to minimize disruptions for students as much as possible.
3. If a foreseeable event such as the birth or adoption of a child or a major surgery is expected to occur during the last six weeks of the semester, the faculty member may request modified duties for either the semester during which the event occurs or the following semester.
4. The period of modified duties must begin within twelve months of the triggering event.

B. Process for Modification of Faculty Duties:

1. A faculty member seeking modified duties shall inform her/his department chair at least three months prior to the semester in which modification will be needed, or as early as is possible depending on the nature of the triggering event.
2. The faculty member, department head, and dean shall work together to set the terms of the modified duties.
3. The FMD shall not release the faculty member from more than 50% of the faculty member's normal work load for the academic year.
4. If the faculty member seeks a full release from teaching for a semester, and the faculty member normally teaches an uneven load from semester to semester (e.g. 3-4), it is permissible for the dean and department head to shift the faculty member's course load so that the release from teaching applies to the lower course load.
5. The department head shall issue a memorandum of understanding establishing the expectations for the semester in which the modified duties occur. The annual review shall be based upon the modified duties only and the duties excused will not be included in the review.

6. The department head shall complete the request for FMD and submit it to the dean and provost for approval.
  7. The period of modified duties is not a leave of absence. Faculty members with modified duties stats will be relieved of some responsibilities but will be expected to perform the responsibilities that have been identified as remaining.
  8. No faculty member shall experience reprisal for exercising the right to faculty modified duties.
  9. Faculty Modified Duties (FMD) is NOT an employee benefit or leave as defined under the Family Medical Leave Act (FMLA). Furthermore, modification of duties under this policy does not preclude or require use of other defined benefits, such as sick leave, nor modification of duties mutually arranged by faculty and the department head without opting for FMD.
- C. FMD Pool: The University will provide a pool for funding faculty modified duties. Where and when possible, the funding will be applied so that FMD in any unit:
1. Results in hiring of faculty to replace necessary teaching responsibilities;
  2. Does not result in cancellation of required classes;
  3. Does not result in an increased teaching load for any unit faculty, unless by volition.
- D. Other Resources: A period of modified duties does not affect a faculty member's tenure review date; however, the faculty member is entitled to certain automatic and requested extensions of the tenure review period as outlined in the Extension of the Tenure Review Period policy (section 9.334).
- E. These guidelines do not take the place of policies and other resources that may be appropriate including reasonable accommodation, parental and maternity leave, sick leave, family medical leave, disability benefits, or other leave processes available to faculty. Questions regarding benefits and leave policies should be directed to Human Resources.

## **12.200 OTHER COMPENSATED LEAVES**

### **12.210 PERSONAL LEAVE**

Compensated personal leave up to five working days (40 hours) per contract year may be granted to members of the bargaining unit by the appropriate Dean upon written request of the faculty member. The written request must specify the dates and exact classes and other assignments to be missed and specify how missed classes and other assignments are to be covered. Personal leave is not chargeable

against any other leave credits, is not cumulative or compensable, and may not be approved for vacation, recreation purposed, or boycott activity or absences from work in sympathy for concerted activities.

#### 12.220 MILITARY LEAVE

A faculty member who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of six months shall be given a leave of absence with pay for a period of time not exceed fifteen working days in a calendar year for the purpose of attending regular encampments, training courses, and similar training programs of the organized militia or of the military forces of the United States.

### **12.300 NON-COMPENSATED LEAVES**

#### 12.310 LEAVE OF ABSENCE WITHOUT PAY

Faculty members who have completed two years of service at Montana State University Billings shall be eligible to apply for leaves of absence without pay for the purpose of research, education, travel, related work in other institutions or private business organizations, or for the purpose of engaging in other activities that will improve the faculty member professionally and directly or indirectly benefit the University, the University System or the state. Applications shall be submitted through the Department Chair, the appropriate Dean, and the Academic Vice Chancellor/Provost to the Chancellor. If the application is submitted at least one year before the leave is to commence, the leave shall be granted unless the Chancellor determines that substantial detriment to the University will result. The Chancellor shall make the final campus decision, inform the applicant, and transmit his/her decision to the Board of Regents in time for consideration at its next regularly scheduled meeting. Normally, leaves of absence shall not be for more than two years. Time spent on a leave of absence may be credited toward rank advancement and tenure in accordance with Section 9.330-9.335 (Special Criteria for Rank Advancement and Tenure through Time on Leave of Absence).

A faculty member on leave of absence without pay shall be permitted to contribute to the retirement and group health plans during the period of absence in accordance with applicable state laws and regulations.

By February 1<sup>st</sup>, a faculty member on a leave of absence without pay must:

- A. Inform the Academic Vice Chancellor/Provost in writing of his/her intention to return or not to return to full-time service with the University at the conclusion of the leave; or
- B. Request in writing an extension of the leave.

Failure to provide timely notice or to request an extension of the leave may result in the lapse of the contract of employment and loss of tenure rights. Prior to any loss of tenure rights, the Administration shall send written notice of its intention to the faculty member by certified mail. The faculty member shall have twenty calendar days from the date of mailing to confirm the date of his/her return from leave in order to retain tenure rights.

#### 12.320 PUBLIC SERVICE LEAVE

Faculty members elected or appointed to public office shall be entitled to a leave of absence without pay not to exceed one hundred eighty days per year while performing public service.

#### 12.400 JURY SERVICE AND SUBPOENA LEAVE

Each faculty member who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the University Business Services office. Juror fees shall be applied toward the amount due the faculty member from the Administration. However, if a faculty member elects to charge his/her juror time off to a leave of absence without pay, the faculty member shall not be required to remit his/her juror fees to the University Business Services office. In no instance is a faculty member required to remit to the Administration any expense or mileage allowance paid him/her by the court. Faculty members shall not lose cumulative benefits because of jury service.

The Administration may request the court to excuse faculty members from duty if they are needed for the proper operation of Montana State University Billings.

### **13.000 LIBRARY UNIT**

#### 13.100 RESPONSIBILITIES

The primary assignment of responsibilities for Library Faculty shall include one or a combination of the following areas of service in librarianship:

- A. Developing library collections;

- B. Extending biographical control over these collections;
- C. Instructing students both formally in the classroom and informally in the Library; and
- D. Advising faculty and others in the use of Library resources.

Library Faculty serving in their primary assignment of Library responsibilities are considered to be teaching as used in this Agreement. However, it is understood that Library Faculty will be evaluated, not according to standards of evaluation of Teaching Faculty, but according to standards developed and modified as needed by the Library unit in accordance with Section 9.320 (Department or Administrative Unit Criteria).

### **13.200 DEFINITION OF "DEAN"**

In all sections of this Agreement affecting the Library and/or Library Faculty, when the term "Dean" is used, such use shall mean the Director of Library and Audio Visual Services.

### **13.300 VOTING**

When faculty representation through either appointment or election or voting is based upon membership in a college faculty, the Library Faculty shall be considered to be in the College of Arts and Sciences.

### **13.400 TRAVEL**

In matters regarding faculty travel the Library Faculty shall elect its own Travel Committee.

### **13.500 STUDENTS ON COMMITTEES**

Regularly enrolled students in Montana State University Billings who are also part-time student employees of the Montana State University Billings Library may be considered appropriate Library student representation upon committees requiring student membership.

## **14.000 COMPENSATION**

### **14.100 FACULTY SALARIES**

#### **14.110 BASE SALARY STEP DETERMINATION**

Base steps indicated for each faculty member are determined by the formula outlined below:

- A. Count all years of regionally accredited junior or senior college teaching and/or other recognized experience using the following criteria:
1. Prior college teaching experience with an autonomous responsibility for each course taught and for which the academic year appointment was 0.5 FTE or more will be counted year for year upon confirmation of the appointment by the appropriate appointing authority and receipt of the records by the Academic Vice Chancellor/Provost. For newly hired faculty such determination shall be made by the Academic Vice Chancellor/Provost prior to or within the first academic term of the appointment. One year of credit will be given for an academic year; no additional credit will be granted for fiscal year appointments or for summer employment.
  2. Full-time college non-teaching professional responsibilities of persons holding academic rank or a combination of teaching with such responsibilities will be counted on a year for year basis.
  3. Sabbatical assignments and educational leaves without pay shall be counted on a year for year basis.
- B. To the total calculated in Paragraph A above, add a maximum cumulative total not exceeding ten years drawn from any combination of the following three categories:
1. Years of elementary or secondary school full-time professional experience that are related to assignments at Montana State University Billings as recommended in writing by the appropriate search committee and Dean and approved by the Academic Vice Chancellor/Provost may be counted on a year for year basis.
  2. Years of non-teaching experience that are related to faculty assignments at Montana State University Billings as recommended in writing by the appropriate search committee and Dean and approved by the Academic Vice Chancellor/Provost will be counted on a year for year basis.
  3. A maximum of one year for a contracted graduate assistantship or similar contractual experience in a regionally accredited institution of higher education will be counted. The graduate assistantship of a newly hired faculty member must be certified by an appropriate administrator in the college or university concerned before the end of the first academic term of the appointment at Montana State University Billings.



14.120 SALARY DETERMINATION FOR NEW HIRES

A rank/step salary formula will be used to determine salary floors and will be guided by the following factors and methodology. Exceptions are detailed in Sections 14.130 and 14.140 (Adjustments to Formula-Indicated Salary and Exceptions).

14.121 FACTORS

	<u>AY 2019-20</u>	AY 2020-21
	Effective 1/1/2020	Effective beginning AY 2020/2021
Common Base Salary (Instructor 0 step)	\$36,414	\$42,373
Rank Factors: as a fraction (per Section 14.141 Advancement in Rank)		
Instructor/Lecturer	0.000	0.000
Assistant	0.175	0.180
Associate	0.057	0.057
Professor	0.160	0.160
Step Factor (not compounded)	0.010	0.010
Maximum Step:		
Instructor/Lecturer	20.0	
Assistant	20.0	
Associate	30.0	
Professor	None	
Degree Factor: (per Sections 14.141 – 14.143 Advancement in Rank through Terminal Degree)		
Appropriate Terminal Degree	1.00	
Non-appropriate Terminal Degree	0.94	
FTE: 1.0 FTE unless otherwise specified (per Section 14.145 Special Cases)		

14.122 METHODOLOGY

The formula-indicated salary for a new hire will be calculated as the product of the above factors, in the following fashion:

$$\begin{aligned}
 & \text{(Common Base Salary) X} \\
 & [1 + (\text{number of steps} \times .01)] \text{ X}
 \end{aligned}$$

[(1 + Rank Factor) through current rank] X  
 (Degree Factor)

14.123 SALARY FLOORS

	AY 2019-2020 Effective on 1 <sup>st</sup> pay period that includes 1/1/2020		AY 2020-2021 New Floor Effective beginning AY 20/21 2% increase effective 2/1/2019 on 1 <sup>st</sup> pay period that includes 1/1/2021	
	Floor	Step	Floor	Step
Instructor/Lecturer	\$36,414	\$364.14	\$42,373	\$423.73
Assistant Professor	\$42,787	\$427.87	\$50,000	\$500.00
Associate Professor	\$45,226	\$452.26	\$52,850	\$528.50
Professor	\$52,462	\$524.62	\$61,306	\$613.06

14.130 ADJUSTMENTS TO FORMULA-INDICATED SALARY

Adjustments to the formula-indicated salary will be allowed to compensate for market hiring conditions. Adjustments for market hiring conditions should reflect the current market conditions.

14.131 MARKET ADJUSTMENTS

Faculty members in disciplines where external markets have made competitive recruiting difficult may receive a market adjustment. Market adjustments shall be awarded faculty in the following disciplines and in the following amounts:

- Accounting 15%
- Information Systems 15%
- Business Economics 15%
- Finance 15%
- Management 15%
- Marketing 15%
- Mathematics/Computer Science 05%

The adjustments contained in this section shall be used in computation of the affected faculty members' base formula-indicated minimum salary.

Faculty salaries that exceed the formula-indicated minimum salary, including market adjustment, by more than 40% must be approved by the Faculty Administration Collaboration Committee (FACC).

#### 14.133 MERIT

Merit shall be awarded as stated in Section 9.720 (Meritorious Performance Review Bonus).

#### 14.140 EXCEPTIONS

#### 14.141 ADVANCEMENT IN RANK

Faculty who have received an advancement in rank shall receive a percentage raise equivalent to that stated in Section 14.121 (Factors) effective at the beginning of the academic year in which the advancement becomes effective. This percentage raise shall be applied to the salary that would have been received in that academic year in the absence of the advancement. Those faculty without a doctorate or an appropriate terminal degree (per Section 9.331 Appropriate Terminal Degree) who have been advanced to the rank of Professor prior to July 1, 1989, shall be paid at the appropriate terminal degree rate.

#### 14.142 COMPLETION OF DOCTORAL DEGREE

Faculty who satisfactorily complete an earned doctorate (per Section 9.331) shall be paid at the appropriate terminal degree rate effective at the beginning of the next academic term following confirmation of the completion of all degree requirements.

#### 14.143 TERMINAL DEGREE

Faculty members in disciplines which do not require an earned doctorate as a terminal degree (per Section 9.331) shall be paid at the appropriate terminal degree rate if they hold a recognized terminal degree and shall be paid at the non-appropriate terminal degree rate if they do not. Faculty in such disciplines who satisfactorily complete an appropriate terminal degree (per Section 9.331) shall be paid at the appropriate terminal degree rate effective the beginning of the next academic term following confirmation of the completion of all degree requirements.

#### 14.144 LECTURERS

Lecturers will be compensated at the same rate as Instructors.

#### 14.145 SPECIAL CASES

- A. Faculty members who are on a fiscal year contract and are converted to an academic year contract will receive an academic year salary determined in accordance with the provisions of Sections 14.110 – 14.150 (Base Salary Step Determination through Succeeding Agreement).
- B. Faculty paid totally or partially from other than current unrestricted funds shall have their salaries calculated in accordance with the provisions of Sections 14.110 – 14.150 (Base Salary Step Determination through Succeeding Agreement).
- C. The academic contract year shall be divided into nineteen or twenty biweekly pay periods. In the event that a faculty member's academic year salary needs to be prorated for a fraction of the academic year, the salary for each academic semester shall be one-half of the salary for the academic contract year. In the event that the salary needs to be prorated for a fraction of an academic semester, that fraction shall be calculated by dividing the number of contract days of employment by the number of contract days in the academic semester.
- D. Faculty may elect to have their pay over twenty-six pay periods that would start in August of the academic year and end the next August. Once this election has been made, the election is irrevocable unless an exception is granted by the Chancellor. If a faculty member chooses to move to the twenty-six pay periods, s/he must elect this option by May 1<sup>st</sup> of the academic year before the change is to take effect. If a faculty member has selected the twenty-six pay period option and terminates, all amounts due will be paid at termination.  
  
New faculty may elect the twenty-six pay period option at the time of hire. This option is not available for fixed term, lecturers and terminal contract faculty unless prior approval is given by the Chancellor.

#### 14.146 NEW HIRES

New faculty hires will have their former employment records available at the time of hire for determination of the various salary factors listed in Section 14.121 (Factors). Final determination will be agreed to by the Academic Vice Chancellor/Provost and concurred in writing by the newly hired faculty member. A faculty member whose initial date of employment is after July 1, 1997, who believes that one or more of the various salary factors is in error must present evidence no later than the end of the first full term of employment to the Faculty Administration Collaboration Committee, which shall determine the proper factor(s). Newly hired faculty members shall be immediately granted Market Adjustments under the conditions of Section 14.131 (Market Adjustments).

#### 14.147 JOINT APPOINTMENTS

In the event that a faculty member receives a joint appointment and is eligible for a Market Adjustment under Section 14.131, the amount of the Market Adjustment shall be prorated to reflect the initial FTE assignment of the position by unit and by discipline.

#### 14.148 FROZEN SALARIES

Faculty may receive no salary increase in accordance with Section 9.700 (Post Tenure Review). A faculty member who has had his/her salary frozen in a previous year and who believes his/her performance has substantially improved may request that an evaluation be conducted in accordance with Section 9.700. If, in the judgment of the Department Rank and Tenure Committee and the Dean, the faculty member's performance has improved to an acceptable level, the Dean may make a recommendation to the Provost who in turn will make a recommendation to the Faculty Administration Collaboration Committee that the faculty member be eligible for a salary increase effective with the beginning of the next academic year. In no case shall any retroactive payment be made. The decision of the Faculty Administration Collaboration Committee in this matter shall be final and not grievable.

#### 14.150 SUCCEEDING AGREEMENT

In the event the succeeding Agreement is not settled prior to the expiration of this Agreement, faculty shall continue to receive the same salary received in the previous academic year until such time as a new Agreement has been ratified.

#### 14.200 SUMMER SESSION

Salaries for faculty members in the bargaining unit who are given a full-time summer session appointment, eight semester credits, shall be paid at the rate of twenty-two percent of the academic year salary preceding the Summer Session. If the faculty member is employed less than full-time, the salary shall be prorated for the appropriate fractional part of such full-time employment. A faculty member may volunteer to teach more than eight credits, but will not receive additional compensation for the additional credit/s.

Faculty will be issued a notice of appointment for Summer Session.

#### 14.300 ADDITIONAL COMPENSATION

##### 14.310 ALL FACULTY

The Administration is authorized to offer additional compensation to the faculty for special assignments that fall outside the normal expectation for faculty. Assignments eligible for additional compensation and the amount of additional compensation shall be determined by the Administration. Faculty acceptance of a special assignment is voluntary. The terms of a special assignment offered to and accepted by a faculty member shall be set forth in writing and must be approved in advance by the Administration.

##### 14.320 DEPARTMENT CHAIRS

The normal reassigned time for Department Chairs will be determined by the Dean in consultation with individual Chairs as stated in Section 8.400. Department Chairs may receive additional compensation at a rate determined by the Administration in lieu of reassigned time if it is in the best interest of the University. Participation in this compensation program in lieu of reassigned time is by request of the Dean, consent of the Chair, and approval of the Provost.

#### 14.400 INSURANCE

##### 14.410 GROUP INSURANCE

The University will contribute amounts mandated by State Law and/or Regents' Policies to the Montana University System group insurance plans for each eligible faculty member. The Administration shall appraise the Faculty Association of any changes in the University contribution level.

##### 14.420 UNEMPLOYMENT INSURANCE

All faculty members covered under this Agreement shall be covered by unemployment insurance.

##### 14.500 WORKERS' COMPENSATION

Workers' Compensation payments are for the purpose of offsetting the loss of income suffered by a faculty member. A faculty member's pay continues while on sick leave and s/he is not entitled to both paid sick leave and Workers' Compensation payments. A faculty member who is injured on the job has the option of taking either sick leave or Workers' Compensation payments and if his/her sick leave runs out, may receive Workers' Compensation payments.

#### 14.600 RETIREMENT SYSTEMS

Faculty members are required to participate in either the Teachers Retirement System or an optional retirement plan, as provided for in the pertinent section(s) of the Montana Code Annotated. Faculty members may enter into post-retirement employment contracts in accordance with Board of Regents policy. The Administration may initiate and negotiate with individual faculty members and obtain mutually acceptable agreements that provide for early retirement subject to the approval of the Board of Regents.

Any changes in state statutes brought about by legislative action that increase these benefits will be applied forthwith by the Administration.

#### 14.700 EMPLOYMENT INDEMNITY

Faculty members covered by this Agreement are entitled to the indemnification protection provided for in the Montana Code Annotated for actions taken in the ordinary course and scope of their employment. The Commissioner shall supply the MSU Billings Faculty Association with copies of any liability policy currently in effect.

#### 14.800 FACULTY REIMBURSEMENT

Expenses incurred for travel, meals, lodging and miscellaneous items shall be reimbursed in accordance with state law.

### **15.000 DISCIPLINARY ACTIONS AND RETRENCHMENT**

#### 15.100 DISCIPLINARY ACTIONS

##### 15.110 SANCTIONS

Any faculty member may be subject to disciplinary sanctions for failure to carry out the responsibilities of a faculty member as defined in Section 10.100-120 (Professional Responsibilities). Disciplinary sanctions shall include warning letters, formal reprimands or salary freezes. Any salary freeze shall be determined as a result of the process outlined in Section 9.700 (Post Tenure Review). Salary may be withheld when an employee is absent without authorization or justification for a period in excess of five regular work days pending an investigation of the circumstances of the absence.

#### 15.120 SUSPENSION

In the case of termination proceedings until a final administrative determination has been reached by the Chancellor the faculty member may be suspended or assigned to other duties in lieu of suspension. Suspension is appropriate only when immediate harm to the faculty member or others is threatened by his/her continuance. Salary will continue during the period of suspension.

Any employee may be suspended without pay upon conviction of a felony or a crime involving moral turpitude.

#### 15.130 TERMINATION FOR CAUSE

Termination of the appointment of a faculty member may be effected by the University for adequate cause, regardless of the type of appointment and before the end of its specified term if any. Terminations will not be employed as a punitive measure or to punish faculty members for the exercise of their right to academic freedom or constitutionally guaranteed civil rights. Whether adequate cause exists for termination shall be determined by the Chancellor, pursuant to Sections 15.131 – 133 below.

#### 15.131 CAUSE FOR TERMINATION

Cause for termination shall include:

- A. Conviction of a felony or a crime involving moral turpitude during the period of employment at the institution or the willful concealment of such conviction in making application for employment;
- B. Consistent and/or uncorrected failure to carry out the responsibilities of a faculty member as enumerated in Sections 10.100 – 120 (Professional Responsibilities), which failure shall be directly and substantially related to the fitness of the faculty member in his/her professional capacity as a teacher or researcher;
- C. Fraud or misrepresentation of professional preparation, accomplishments or experience in connection with initial hiring or in the submission of materials for evaluation for rank advancement, tenure or salary adjustment purposes;
- D. Endangering, exploiting or abusing students or employees.



#### 15.132 TERMINATION PROCEDURES

The termination of any faculty member for adequate cause shall be preceded by a discussion between the faculty member and the Chancellor or his/her designee. The matter may be concluded by mutual consent at this point.

In the event the matter has not been concluded through this discussion, an investigation will be conducted by the Committee on Service.

The Chancellor shall submit to the Committee the name of the faculty member, the possible cause for termination and any other relevant information. Within the time period specified by the Chancellor, but no sooner than thirty days after having received the Chancellor's submissions, the Committee shall report its findings of fact relating to whether cause for termination exists.

If after receipt of the investigation report, the Chancellor determines that cause exists for termination, the Chancellor shall notify the faculty member in writing of the cause and date of termination.

#### 15.133 COMMITTEE ON SERVICE

The Committee on Service shall be formed and convened as necessary to fulfill the requirements of this contract. Its membership shall be four tenured faculty members: two appointed by the Chancellor and two appointed by the MSU Billings Faculty Association. A member of the Committee upon request to the appropriate appointing authority may be excused from participation in a particular investigation for reasons of conflict of interest. If a member is excused, the appropriate authority shall appoint a new member for that particular case.

If the possible cause for termination submitted by the Chancellor involves charges under Sections 15.131-132, the Committee on Service shall be augmented by two tenured faculty members appointed by the University Rank and Tenure Committee. In such a case, the Committee's investigation and report shall include an evaluation of whether the faculty member has satisfied the general standards of competence in the discipline.

#### 15.140 DISCIPLINARY ACTIONS GRIEVABLE

Any disciplinary sanctions, suspension or termination of a faculty member shall be grievable by means of the grievance procedure provided in Section 16.000 of this Agreement. The burden of proof shall rest upon the University, and that burden shall be satisfied only by a preponderance of the evidence in the record considered as a whole.

#### 15.200 RETRENCHMENT

Retrenchment is the termination of tenured faculty members of either financial or programmatic reasons.

#### 15.210 NECESSITY FOR RETRENCHMENT

The necessity for retrenchment shall be determined by the Board of Regents after considering the recommendations of the University Chancellor, the Commissioner of Higher Education and the Faculty Review Committee in accordance with the procedures outlined below.

Necessity for retrenchment arises from either of the following two situations:

- A. When the faculty personnel services budget is insufficient to sustain the current number of tenured positions, without reducing current faculty salaries; or
- B. When an administrative unit, program or degree as listed in the catalog is curtailed or discontinued because of a sustained drop in enrollment, shifted student interests or changed role and scope.

In determining whether retrenchment is necessary and in selecting the areas where the terminations will occur, primary consideration will be given to the University's responsibility to offer an appropriate range of courses and program, and to maintain a balanced institutional effort that is responsive to the needs of the students and the state.

#### 15.220 RETRENCHMENT PROCEDURES

If the Administration determines that the potential for retrenchment exists, the Chancellor shall establish a Faculty Review Committee consisting of three faculty members elected by the faculty at large, three faculty members elected by the MSU Billings Faculty Association and one student selected by the ASMSU Billings.

The Chancellor shall submit to the Faculty Review Committee a statement of the University's situation supported with the facts and figures necessary for the Committee's analysis and review. S/he shall charge the Committee with specific areas to analyze and review. Within thirty days, the Committee shall submit its recommendations with supporting documents and rationale to the Chancellor. In the event the Committee does not report within the stipulated time, the Chancellor may proceed.

The Chancellor and the Faculty Review Committee shall meet and discuss the Committee's report and attempt to agree upon a single recommendation to the Commissioner of Higher Education. If they cannot agree, the Committee shall submit its own plan to the Commissioner of Higher Education separately.

The Chancellor shall prepare his/her recommendation for the Retrenchment Plan that:

- A. Documents the need for retrenchment;
- B. Identifies the number of positions to be terminated by administrative unit, program, or degree;
- C. Includes any other relevant supporting information.

S/he shall submit this plan to the Commissioner of Higher Education.

After reviewing the Chancellor's Retrenchment Plan and the Faculty Review Committee's plan, the Commissioner shall formulate his/her recommendation and submit it along with the other two plans to the Board of Regents.

The Board of Regents shall make the final decision on whether retrenchment is necessary and shall instruct the Chancellor to implement the plan it has approved.

#### 15.230 RIGHTS OF FACULTY MEMBERS

In all cases of retrenchment, faculty members shall have the following rights:

- A. Retrenchment shall be in the inverse order of seniority by the administrative unit, program or degree that has been identified for retrenchment. Seniority is measured by the faculty members' full-time equivalent service at the University. The academic year shall be deemed to be a year of service and no additional seniority shall be accrued for any assignment beyond the academic year. Strict seniority shall be held to unless an exception to seniority is necessary to avoid a serious distortion of the academic program. The Chancellor shall consult with the Faculty Review

Committee before deviating from seniority. The Chancellor's decision to deviate from seniority is grievable.

- B. No tenured faculty member shall be terminated if non-tenured faculty members are retained in the same discipline to teach courses the tenured faculty member is qualified and capable of teaching.
- C. A faculty member may apply for reassignment rather than be terminated if the faculty member satisfies the qualifications for a position in an administrative unit, program or degree in which there is an approved available position opening for which recruitment has been authorized. In the absence of a candidate with clearly superior qualifications, the faculty member shall be given employment preference. The faculty member shall retain his/her former salary, rank and tenure status.
- D. Any tenured faculty member selected for termination shall have the right to apply for any existing open non-academic position at the University and in the absence of a candidate with clearly superior qualifications the faculty member shall be given employment preference. In this situation, the faculty member shall receive the salary established for the new position and shall lose academic rank and tenure.
- E. The Chancellor shall notify in writing the person affected by retrenchment. Each tenured faculty member to be terminated shall be so informed a minimum of twelve months prior to the date of termination.
- F. The position of any tenured faculty member terminated because of retrenchment shall not be filled for a period of two years unless that faculty member has been offered reinstatement at previous rank, tenure and salary level. The faculty member shall have thirty days in which to accept or decline. The faculty member shall not be required to assume the position prior to the beginning of the next academic year.

#### 15.240 RETRENCHMENT DECISION NON-GRIEVABLE

The Board's decision on the necessity for retrenchment, the number of faculty to be terminated, and the administrative unit, program or degree in which the terminations are to occur is not grievable.

## **16.000 GRIEVANCE PROCEDURES AND ARBITRATION**

### **16.100 DEFINITION**

A faculty grievance is an allegation by a faculty member or the MSU Billings Faculty Association that there has been a breach, misinterpretation or improper application of the terms of this Agreement by the Administration.

### **16.200 GRIEVANCE PROCEDURE**

The Commissioner, the Administration and the MSU Billings Faculty Association agree that they will use their best efforts to encourage the informal and prompt settlement of grievances that may arise among the MSU Billings Faculty Association, its members, the Administration and/or the Commissioner. The orderly process hereinafter set forth will be the method used for the resolution of all grievances, except that faculty members who file complaints alleging unlawful discrimination or other unlawful conduct under administrative, state or federal complaint procedures may not also utilize this method to resolve grievances over the same matter(s) and the Administration and Commissioner shall be under no obligation to process any such grievances that may be filed.

The Administration and the MSU Billings Faculty Association shall each appoint one official grievance officer and shall notify the other party of the appointment within one month of the date of final ratification of the Agreement.

### **16.210 INFORMAL PROCEDURE**

Any faculty member may present and discuss with the Administration his/her grievance either with or without a representative of the MSU Billings Faculty Association. Similarly, a representative of the MSU Billings Faculty Association may present and discuss a grievance with the Administration on behalf of any faculty member or group of faculty members. Any settlement, withdrawal or disposition of a grievance at this informal stage shall not constitute a binding precedent in the settlement of similar grievances.

### **16.220 FORMAL PROCEDURE**

Grievances may be filed by a faculty member in the bargaining unit on his/her own behalf, or by the MSU Billings Faculty Association on its behalf or on behalf of any faculty member or group of faculty members in the bargaining unit. A grievance must be filed by a faculty member or the MSU Billings Faculty

Association within thirty days from the date the grievable event was determined. Any grievance not processed in accordance with the time limit specified herein shall for the purposes of this Agreement be deemed null and without further recourse.

- A. Step One. The grievance must be stated in writing setting forth the specific complaint including the sections of this Agreement allegedly violated and the remedy requested. All grievances shall be filed with the designated grievance officer for the Administration and the designated grievance officer for the MSU Billings Faculty Association. Both grievance officers shall within twenty days of the receipt of the grievance meet jointly with the grievant for the purpose of discussing the grievance. The Administration grievance officer shall within ten days after the grievance meeting issue a decision with reasons in writing to the grievant and the MSU Billings Faculty Association.
- B. Step Two. If the grievance has not been settled at Step One, within ten days after receipt of the written decision of the grievance officer or the expiration of the time limits for making such decision, the grievant or the MSU Billings Faculty Association may submit the grievance in writing to the President of Montana State University together with a copy of the decision of the grievance officer. The President shall within ten days after the receipt of the grievance issue a decision with reasons in writing to the grievant and the MSU Billings Faculty Association.
- C. Step Three. If the grievance has not been settled at Step Two, within ten days after the receipt of the written decision of the President, the grievant of the MSU Billings Faculty Association may submit the grievance in writing to the Commissioner together with a copy of the decision of the President. The Commissioner or his/her designee shall within ten days after the receipt of the grievance issue a decision with reasons in writing to the grievant and the MSU Billings Faculty Association.
- D. Step Four. If the grievance has not been settled at Step Three, within ten days after the receipt of the written decision of the Commissioner, the MSU Billings Faculty Association may request arbitration by giving written notice to that effect to the Commissioner. Upon receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to provide a list of five names. The MSU Billings Faculty Association's representative and the Commissioner of Higher Education or his/her designee shall alternately strike the name of an arbitrator until one name remains; that person shall be designated the arbitrator. The determination of which party shall strike the first name shall be made by agreement of the parties, or if no agreement is reached, by the flip of a coin. The parties may select a person to serve as arbitrator in a different manner if mutually agreed upon.

#### 16.230 ARBITRATION

In no event shall the arbitrator have authority to add to, subtract from, modify or amend the provisions of the Agreement. The final decision or award of the arbitrator shall be made within thirty days after the closing of the hearing. Such decision or award shall be binding upon the MSU Billings Faculty Association, the Commissioner, the Administration and the affected faculty member(s). Each party will bear its own costs and the costs of the arbitration proceedings will be shared equally.

### **17.000 NEGOTIATIONS**

#### 17.100 NEGOTIATION PROCEDURES

- A. All negotiations shall be scheduled at reasonable times on the campus of Montana State University Billings, unless mutually agreed otherwise.
- B. Negotiation sessions shall be private and confidential to the extent allowed by Montana statutes. Both parties, however, may inform and consult with their respective constituencies and policy team.
- C. The parties agree that only the members of the negotiating teams, including the student observer, may be present in the bargaining room. Either party may bring in such resource people as it may require for general or specific purposes.
- D. Either team may designate alternate members or may change composition of the team. Notice of such changes shall be given in advance insofar as possible. In no case shall the membership of either negotiating team exceed eight individuals.
- E. A spokesperson for each team shall be responsible for the recognition of and participation of each member of his/her team.
- F. Each spokesperson may call a caucus when it is deemed necessary.
- G. Tentative agreements achieved during negotiations will be reduced to writing, initialed and dated by the respective spokespersons. The tentative agreements are to remain confidential until the total Agreement is concluded, unless the parties shall mutually agree otherwise.
- H. Exchange of specific proposals, counterproposals, amendments, etc., will be in writing with sufficient copies provided for all members of each bargaining team.


- I. All notes or records regarding conduct of the meeting will be kept by the participating individuals.

#### 17.200 PRE-BUDGETARY NEGOTIATIONS

The parties to this Agreement may conduct pre-budgetary negotiations. In the event that the Legislature does not provide the funds required to implement the pre-budgetary understanding, budgetary negotiations will recommence as soon as possible.



APPENDIX A

Class Climate	MONTANA STATE UNIVERSITY FACULTY-COURSE EVALUATION FORM [Copy]	SCANTRON
		

Mark as shown:      Indicate response by clearly marking an X in the box.  
 Correction:       To correct a response fully color in the incorrect box and mark another X in the correct box.

**Use BLUE or BLACK INK ONLY.**  
**Indicate correct response by PLACING AN X in the appropriate box.**  
**To correct an X, BLACK OUT THE BOX COMPLETELY and place an X in the correct box.**  
**Incorrectly marked boxes will be ignored.**

**1. DEMOGRAPHICS**

1.1 Year in college  Fresh  Soph  Junior  
 Senior  Grad

1.2 Major Department

**2. OVERALL**

2.1 Overall Instructor Rating Excellent      Unacceptable

**3. INSTRUCTOR EVALUATION**

3.1 Mastery of subject matter	Excellent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Poor	<input type="checkbox"/>	N/A
3.2 Organization of course	Excellent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Poor	<input type="checkbox"/>	N/A
3.3 Clarity of presentation	Excellent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Poor	<input type="checkbox"/>	N/A
3.4 Stimulation of interest	Excellent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Poor	<input type="checkbox"/>	N/A
3.5 Availability for assistance	Excellent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Poor	<input type="checkbox"/>	N/A
3.6 Impartiality on grades and exams	Excellent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Poor	<input type="checkbox"/>	N/A
3.7 Concern for students	Excellent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Poor	<input type="checkbox"/>	N/A
3.8 Overall effectiveness	Excellent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Poor	<input type="checkbox"/>	N/A

**PLEASE COMPLETE THE OPEN-RESPONSE COMMENTS ON THE REVERSE SIDE OF THIS FORM!**

**4. GENERAL COMMENTS**

**Please write individual comments in the boxes below. Writing that falls outside the box areas cannot be scanned. Comment boxes do not stay together in the final report; they are shown as separate comments.**

4.1 Comment Area

4.2 Comment Area

**APPENDIX B:**

**Memorandum of Understanding, Faculty Compensation  
Academic Years 2019-2020 and 2020-2021**

- **2019-2020 Academic Year (Fiscal Year 2020)**

The base salary shall increase by 2% effective the first day of the pay period that includes January 1, 2020. New hires will not be eligible for the normal increase in the year their employment becomes effective.

- **2020-2021 Academic Year (Fiscal Year 2021)**

The base salary shall increase 2% effective the first day of the pay period that includes January 1, 2021. New hires will not be eligible for the normal increase in the year their employment becomes effective.

- **Inversion and Compression Pools (Academic Years 2019-2020/2020-2021)**

It was agreed that the 19-21 biennium compression pools of \$20,000 per year will be used to increase the salary floors that are effective in AY20-21. The distribution of \$40,000 to increase the floor will be distributed at the beginning of AY 20-21. The language below in italics will be suspended for the term of this CBA.

*In order to continue addressing inversion and compression of faculty salaries at MSU Billings, the MSU Billings administration will establish a pool of \$20,000 for the first year of this agreement, 2019-2020, and \$20,000 for the second year of this agreement, 2020-2021 (\$60,000 total), which shall be awarded to the base salaries of deserving faculty utilizing a distribution and allocation formula to be determined by the MSU Billings Faculty Administration Collaborative Committee (FACC).*

Nothing in this MOU shall prevent the parties from discussing non-economic issues in the contract and addressing them in a mutually agreeable manner. Any salary adjustments arising from this memorandum shall be subject to ratification by the MSU Billings Faculty Association and by the Montana Board of Regents.

After review of the July 1, 2019 - June 30, 2021 Collective Bargaining Agreement, the undersigned approve the Agreement:

---

On Behalf of the Montana Board of Regents  
Clayton T. Christian  
Commissioner of Higher Education

---

Kevin McRae  
Deputy Commissioner for Human Resources

---

On Behalf of the MSU Billings Faculty  
Dr. Keith Edgerton  
President, MSU Billings Faculty Association