

# Western State Colorado University

## Handbook for Professional Personnel

**Version:**  
**May 5, 2017**

Original

October 29, 2004

Revised

February 10, 2006

March 10, 2006

June 12, 2009

June 10, 2011

September 21, 2012

March 31, 2014

September 11, 2014

April 2, 2015

May 6, 2016

September 22, 2016

March 30, 2017

May 5, 2017



## PREFACE

The primary goal of Western State Colorado University is to foster learning that will promote the realization of each student's potential for human fulfillment and productive citizenship. That goal can best be achieved in a climate that encourages the professional growth and effective performance of all professional personnel. This *Handbook* is based on the belief that such a climate is more likely to exist when there is a clear understanding of the conditions of employment, the expectations for professional conduct, and procedures for processing personnel matters. It is to establish such understanding among all professional personnel that this *Handbook* is established.

Effective October 29, 2004, the policies and procedures set forth herein shall replace all previously published personnel policies and procedures.

Western State Colorado University and the Board of Trustees reserve the right at any time to make any changes in these policies and procedures, in accordance with the requirements of this *Handbook* regarding amendments. Any such amended policies or procedures will be applicable to professional personnel, who acquire no vested rights in any policy or procedure and who have no reasonable expectation that these policies and procedures will not be amended.

Amendments to the *Handbook* may originate with the Trustees; with Trustee committees, councils, or commissions; with the President's cabinet; with the Faculty Personnel Advisory Committee (FPAC); or with the Faculty Senate. Whatever the point of origin, all amendments will be submitted to the President, who will consult with the cabinet to determine if a proposed amendment should be referred to the Board of Trustees for consideration.

Amendments shall require two readings at regular meetings of the Trustees with an open hearing at or before the second reading.

Any amendments to the *Handbook* shall take effect immediately upon adoption by the Board of Trustees, unless otherwise indicated at the time of Board of Trustee action.

Any policy or procedure in this *Handbook* which is in conflict with a state or federal statute, policy, or regulation is superseded by that statute, policy, or regulation. To the extent this *Handbook* is in conflict with the *Trustee Policy Manual*, the *Trustee Policy Manual* controls.

The appendices contain forms and procedures developed by the University to implement policies contained in this *Handbook*. The appendices are included herein as a convenience and are not to be considered policy approved by the Board of Trustees. An exception is Appendix L, Anti-Discrimination Policy and Grievance Procedure, which is excerpted from *Trustee Policy Manual* Section 2.2.



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**Glossary**

**Board:** refers to the Board of Trustees of Western State Colorado University.

**CCHE (Colorado Commission on Higher Education):** central policy and coordinating board for Colorado public higher education.

**University:** means Western State Colorado University.

**C.R.S.:** Colorado Revised Statutes.

**FPAC:** Faculty Personnel Advisory Committee.

**FTE:** full time equivalent. A full-year, full-time position is defined as 1.0 FTE.

**Handbook:** refers to this *Handbook for Professional Personnel*.

**President:** chief executive officer of Western State Colorado University.

**Program or Program Area:** means a Colorado Commission on Higher Education (CCHE)-approved degree program, an area of emphasis within a CCHE-approved degree program, a Board-approved minor program, a Board-approved general education program, a Board-approved certificate program, or any other educational or systematic support initiative of the University.

**Trustees:** refers to the Board of Trustees of Western State Colorado University.

**Year, Academic:** The academic year is the period specified on faculty employment contracts, which includes the regular terms of instruction, exclusive of summer sessions. The period is determined by University custom and normally commences in late August or early September and ends in May.

**Year, Fiscal:** The fiscal year for Western State Colorado University is the fiscal year of the State of Colorado, July 1 through June 30.

## Chapter 1 Equal Opportunity Employment and Affirmative Action

### Section 1.01 Equal Opportunity Employment and Affirmative Action

This policy statement is in accord with the Trustees Equal Opportunity and Affirmative Action Policy as found in Section 2.1 of the *Trustee Policy Manual* and Anti-Discrimination Policy and Grievance Procedures as found in Section 2.2 of the *Trustee Policy Manual* and included in this *Handbook* as Appendix L. It is the policy of Western State Colorado University (herein after *the University*) to comply with all federal and state anti-discrimination laws.

It is the ongoing policy and practice of Western State Colorado University to provide equal opportunity in employment to all employees and applicants. No person shall be discriminated against in any condition of employment because of age (40 and over), color, disability, gender identity, genetic information, military or veteran status, national origin, race, religion, sex, sexual orientation or any other applicable status protected by federal, state, or local law.

The policy of equal employment opportunity (EEO) shall apply to all terms, conditions, and privileges of employment, including hiring, probation, testing, training and development, promotion, transfer, compensation, benefits, educational assistance, termination, layoffs, social and recreational programs, and retirement. The University is committed to making employment decisions based on valid requirements, without regard to age (40 and over), color, disability, gender identity, genetic information, military or veteran status, national origin, race, religion, sex, sexual orientation or any other applicable status protected by federal, state, or local law. The University will analyze its personnel actions rigorously to ensure compliance with this policy.

Western State Colorado University will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the University, or (c) consistent with the University's legal duty to furnish information. 41 CFR 60-1.35(c).

The University's EEO coordinator is the Director of Human Resources, located on the University's campus at Taylor Hall Room 321, or by phone at (970) 943-3142. The Director of Human Resources is responsible for compliance with state and federal EEO laws and affirmative action regulations. The Director of Human Resources is also responsible for implementing the University's Affirmative Action Plan (AAP), including equal employment practices, monitoring, and internal reporting. If you believe you have not been treated in accordance with this policy, please contact the EEO Officer. Our AAP for Veterans and the Disabled is available to you in the Director of Human Resources' office during regular office hours or by appointment. All employees and applicants for employment are protected, by both University policy and equal employment opportunity/affirmative action regulations and law, from coercion, intimidation, interference, or discrimination for filing a complaint or assisting in an investigation.



The Board of Trustees and University President endorse the policy of equal employment opportunity. They ask the continued assistance and support of all personnel in maintaining an environment that reflects the University's commitment to equal and affirmative action. All personnel with responsibility for employment and personnel decisions are directed to perform their duties in accordance with this policy.

## **Chapter 2 Employment Policies for all Professional Personnel**

### **Section 2.01 Endorsement of Academic Freedom**

The Trustees endorse the principles of academic freedom including, among other things, the freedom to discuss academic subjects fully, freedom to engage in research and to publish the results of research, and freedom to write or speak without fear of University censorship or discipline provided individuals do not represent themselves as speaking for the University.

The Trustees affirm the faculty senate's right of freedom of expression in any forum and the right to freely participate in University governance.

## Section 2.02 Professional Conduct

### I. Professional Responsibilities

A. As state employees, professional personnel employed by the University shall comply with the Code of Ethics and other standards of conduct for state employees established by §24-18-101, *et seq.*, C.R.S., as amended.

B. Professional personnel shall have a duty to read and shall comply with the following sections of the Trustees Policy Manual:

Section 2.2 Anti-Discrimination Policy

Section 3.4 Discrimination and Violence

Section 3.5 Policy Prohibiting Sexual Harassment

Section 3.7 Drug-free Workplace Policy

Section 3.8 Unlawful Possession, Use or Distribution of Illicit Drugs and Alcohol by Students and Employees

Section 3.10 Background Checks

Section 3.11 High Risk Information Confidentiality and Disclosure Policy

Section 3.12 Data Protection and Security Policy

Section 3.13 Amorous Relationships Policy

Additional sections of the Trustees Policy Manual govern professional personnel depending upon the specific responsibilities of professional positions.

### II. Academic Responsibilities

A. Professional personnel, guided by a deep conviction of the worth and dignity of advancing knowledge, recognize that they have special responsibilities to their profession, students, colleagues and the University.

B. Their primary academic responsibility is to seek and to state the truth as they understand it. To this end, professional personnel strive to develop and improve their competence as teachers and scholars; exercise critical self-discipline and judgment in using, extending, and transmitting knowledge; and practice intellectual honesty.

C. Although professional personnel may pursue other interests, they do not permit these interests to seriously hamper or compromise their freedom of inquiry.

### III. Responsibilities to Students

Professional personnel shall:

A. Encourage the free pursuit of learning by students, protect their academic freedom, and adhere to a professional's proper role as an intellectual guide and counselor;

- B. Teach by example the highest scholarly, professional, and ethical standards of their disciplines;
- C. Make every reasonable effort to foster honest academic conduct;
- D. Ensure that each student's evaluations reflect his or her actual performance;
- E. Acknowledge significant academic or scholarly assistance from students;
- F. Demonstrate respect for students as individuals;
- G. Respect the legally and ethically confidential nature of their relationship with students; and
- H. Avoid exploiting, harassing, threatening, intimidating, or discriminating against students.

#### **IV. Responsibilities to Colleagues and Staff**

Professional personnel have obligations deriving from their common membership in the campus community. They shall:

- A. Respect and defend free inquiry by their colleagues;
- B. Exhibit due respect for the opinions of others in exchanging criticism and ideas;
- C. Acknowledge their academic debts;
- D. Strive to be objective in their professional judgments of colleagues and staff;
- E. Avoid exploiting, harassing, threatening, intimidating, or discriminating against colleagues and staff; and
- F. Accept their share of responsibility for governance of the University.

#### **V. Responsibilities to the University**

As employees of a state-supported academic institution, professional personnel shall:

- A. Seek to be effective teachers, scholars and administrators;
- B. Observe University policies. Although professionals have the right to criticize and seek changes in University policies and local, state, and federal laws and regulations, they have a corresponding obligation to comply with policies published in the *Handbook for Professional Personnel* and the *Trustee Policy Manual*, with University anti-discrimination policies and affirmative action plans, and with other University, local, state, and federal laws and regulations (including without limitation fiscal, travel and leave policies and procedures and the standards of conduct for state employees codified in §24-18-101, et seq. C.R.S., as amended) unless and until such policies, laws, and regulations are changed;

- C. Give due regard to their paramount University responsibilities in determining the amount and character of work done outside it. Outside employment or business ownership shall not interfere with the performance of University responsibilities. The President shall have the ultimate authority for determining whether performance is affected by outside employment; and
- D. Recognize the impact of their decisions upon the program and University when considering the interruption or termination of their services, and give due notice of their intentions.

#### **VI. Responsibilities as Citizens**

As members of their communities, professional personnel shall:

- A. Have the same rights and obligations as other citizens, but exercise their rights and measure the urgency of their obligations in the light of their responsibilities to their profession, discipline, students, and the University.
- B. Neither intentionally create the impression of speaking or acting for the University when they speak or act as private persons nor, when engaged in political activities, use public funds, services, or facilities for political purposes or identify the University with political institutions or parties;
- C. As citizens engaged in a profession that depends on freedom for its health and integrity, promote conditions conducive to free inquiry and further public understanding of academic freedom; and
- D. Reach an understanding with the University that accommodates their needs as citizens and the University's needs as an employer before engaging in civic activities or political campaigns that will entail long or frequent absences from campus. Such an understanding may include a reduction in workload with a corresponding reduction in salary or a leave of absence. If a leave of absence of two years or more is contemplated, resignation should be considered in lieu of a leave. However, some kinds of political activity (such as holding local office) that do not interfere with a professional's service to the University need not be accommodated by a reduced workload and salary or leave of absence.

#### **VII. Violation of Standards of Professional Conduct**

Professional personnel who violate these or duly adopted and published University policies and procedures may be subject to disciplinary action, up to and including termination of employment for cause.

The procedures to be followed in these cases are set forth in Section 2.09.

## Section 2.03 Recruitment, Hiring, and Employment Status

### I. Recruitment and Hiring

- A. The provisions of the Western State Colorado University affirmative action and anti-discrimination policies and the search and screening procedures established by the University shall be followed in the hiring of all professional personnel. These documents set forth equitable parameters for affirmatively hiring the most qualified candidates and include procedures for determining position qualification standards, advertising, screening, interviewing, and offering appointments. In situations where appointments are made for positions for which a search has not been conducted, the appointment shall be a temporary appointment. The University, as an equal opportunity, affirmative action employer, complies with all appropriate guidelines. Search committees shall meet with the affirmative action officer for specific guidance prior to initiating a search.
- B. All initial appointments of probationary and tenured faculty and administrative personnel must be approved by the Trustees before becoming effective (*Trustee Policy Manual*, Section 3.3.).
- C. Faculty appointments to rank will be made in accordance with Section 3.04. The rank at the time of initial appointment will follow Trustee guidelines in relation to minimum experiential and educational qualifications. The minimum qualifications at the time of appointment are the same as those required for promotion in rank.
- D. Faculty teaching university-level, undergraduate coursework will hold a minimum of a Master's degree from an accredited institution in the discipline or subfield. If faculty hold a Master's degree outside the content area, a minimum of 18 completed graduate credits in related content is required. Related content is determined by relevant academic programs or disciplines.
- E. Faculty teaching in graduate programs will hold a terminal degree from an accredited institution in the discipline or subfield that they teach.
- F. Faculty members are identified primarily by credentials, but other factors, including but not limited to equivalent experience, may be considered by Western in determining whether a faculty member is qualified.

### II. Employment Status

#### A. General Policy

Appointments shall be made in accordance with the *Trustee Policy Manual* Section 3.3.

The University shall use a uniform contract setting forth the general conditions of employment applicable to all professional personnel and specifying that the employee and the Trustees are subject to the policies set forth in this *Handbook* as amended from time to time. In addition, contracts shall state the following: (1) position and title; (2) employment status; (3) salary to

be paid; (4) duration of the appointment (if applicable); and (5) any special conditions applicable to the appointment.

Administrators shall be employed as at-will employees. Their appointments are for an indefinite period and may be terminated at any time without cause or advance notice (Section 4.02). For faculty, the contract period may be an academic term, the academic year, or the fiscal year. Summer-term teaching contracts for faculty shall be separately tendered.

Upon formal recommendation by the department head and the appropriate vice president, all appointments are made by the President and subject to the approval of the Trustees.

## B. Faculty Appointments

Faculty members are defined as those professional personnel whose primary responsibility is to provide academic instruction on a full-time or part-time basis and who may hold academic rank. Full-time faculty members may have tenured, probationary, or temporary appointments. Part-time faculty members are temporary employees. The term *faculty* does not include professional personnel who are counselors, librarians, student service personnel, or other administrative professional personnel covered under this *Handbook*. Refer to Section 3.04 for descriptions of academic rank.

- A. **Probationary Contract.** Probationary contracts may be issued to full-time faculty members in their first through fifth years of employment.
- B. **Terminal Sixth-Year Contract.** Terminal sixth-year contracts are nonrenewable, one academic-year contracts offered to faculty members who were not awarded tenure by the Trustees during their fifth probationary contracts.
3. **Tenured Contract.** Tenured contracts are issued to full-time faculty who have successfully completed a probationary period (except that faculty appointed with immediate tenure need not complete a probationary period) and who have been awarded tenure by the Trustees.
4. **Temporary Contract.** Temporary faculty members are hired for fixed terms that shall not exceed one fiscal year. Their employment ends automatically when their contract terms expire. Section 3.09 does not apply to temporary faculty members. Neither notice nor reasons need be given to terminate their employment when their contract terms expire.

Temporary faculty members shall include the following:

- a. Full-time or part-time faculty members whose positions are funded by non-state-appropriated funds, such as grants or contracts. However, full-time professional personnel whose positions are funded by endowments or student fees or charges may be employed on non-temporary probationary or tenured contracts provided that such funding is expected to continue indefinitely.

- b. Full-time or part-time professional personnel who are hired to fill temporary vacancies created by leave status of tenured or probationary faculty.
- c. Full-time or part-time faculty members hired on an emergency basis in the University's sole discretion.
- d. Part-time faculty members appointed on a per-credit-per-term basis for teaching or instructionally-related responsibilities.
- e. Any faculty members who are hired for teaching or instructionally-related responsibilities for less than 1.0 FTE.
- f. Any faculty members who are retired from the University.
- g. Any faculty members who are hired in positions regarded as temporary for any other reasons.

### **C. Administrative Appointments**

#### **1. Administrative Contracts**

Administrative contracts are issued to those professional personnel who are not members of the State Personnel System and who are not faculty (as those terms are defined in this Section 2.03). Administrators are at-will employees and serve at the pleasure of the President. Procedures governing the reassignment and termination of administrative personnel are specified in Section 4.02.

#### **2. Administrative/Regular Contracts**

Administrative/regular contracts are issued to non-faculty professional personnel who were formerly defined as faculty, namely, counselors, librarians, and student-service personnel, and who completed at least three years of continuous service at the University by the end of the 1987-88 fiscal year. Procedures governing the reassignment and termination of administrative/regular personnel are specified in Section 4.02.

#### **3. Temporary Contracts**

Temporary administrators are hired as at-will employees and may be terminated at any time with or without cause or advance notice. Section 4.02 applies to temporary administrators. Reemployment of temporary personnel is committed to the President's discretion. Temporary administrators shall include the following:

- a. Full-time or part-time administrative personnel whose positions are funded by non-state-appropriated funds, such as grants or contracts. However, administrative personnel whose positions are funded by student fees or charges may be employed as non-temporary administrators.



- b. Full-time or part-time administrative personnel who are hired to fill temporary vacancies created by leave status of administrators.
  - c. Full-time or part-time administrative personnel who possess less than minimal qualifications for the positions for which they are contracted.
  - d. Full-time or part-time administrative personnel who are hired on an emergency basis at the University's sole discretion.
  - e. Any administrative personnel who are retired from the University.
  - f. Any administrative personnel who are hired for positions regarded as temporary for any other reasons.
- D. **Transitional Retirement Contracts.** Transitional retirement is part-time employment for retired professional personnel whose participation in a transitional retirement program has been approved by the President. The terms of transitional retirement appointments are governed by Section 2.07 provided, however, that transitional retirement contracts between the University and professional personnel employed to perform managerial or administrative duties are contracts of at-will employment subject to the same terms and conditions described under "Administrative Contract" above.
- E. **Transfer from One Employment Status to Another.**
1. *Transfer from Faculty Status to Administrative Status.* Probationary and tenured faculty who transfer to full-time administrative positions retain the years of service earned as faculty members and, if tenured, retain their tenure as faculty members but shall be issued administrative appointments. Probationary faculty who transfer to full-time administrative positions have the right to return to faculty status subject to the availability of an appropriate position and to the satisfaction of the President, in his or her sole discretion, that they are qualified to teach in their academic disciplines. As more fully set forth in Section 3.05.II.C, any academic year during which probationary faculty members are employed as administrators for one or more semesters shall not be included in their probationary periods for tenure purposes. Tenured faculty members who transfer to full-time administrative positions have the right to return to the academic program in which they acquired tenure. If a faculty member's right to return to the faculty under this Section 2.03 conflicts with another faculty member's tenure, qualifications and years of service, the faculty member with the highest qualifications and years of service, under Section 3.09.I.C.2, shall be appointed to the position if both faculty members are either probationary or tenured. However, if one faculty member is tenured and the other is probationary, the tenured faculty member shall be appointed to the position.
  2. *Transfer from Administrative Status to Faculty Status.* Professional employees initially hired in administrative positions who were neither appointed with nor subsequently granted academic rank and tenure do not have a right to faculty status or positions. This policy does not preclude administrators from being appointed to part- or full-time faculty

positions, but faculty years of service and other faculty rights must be earned through service as faculty members.

The salary policy for administrators moving to faculty positions is stated in Section 2.04.VI.

3. *Transfer from a Temporary Appointment to Either a Faculty or an Administrative Appointment.* Professional personnel serving in a temporary capacity may be appointed to probationary faculty positions or to administrative positions if they are selected following the normal procedures of the University for such positions. However, time spent in temporary positions, whether full-time or part-time, does not count as years of service or, in the case of faculty appointments, probation; and such faculty appointees must be given probationary contracts and begin *de novo* the accrual of probationary service time.

F. **Relationship of Academic Rank and Tenure to Employment Status.** The classification of professional personnel as faculty members or administrators is independent of faculty rank and tenure. Thus, certain administrators may hold faculty rank and tenure if they are qualified and if the Trustees have awarded them rank and tenure. However, the procedure applicable in the case of termination is to be determined solely by employment status and not by rank and tenure.

G. **Years of Service.** Years of service shall be based on years of full-time service in a particular employment status at the University. Service time as an administrator does not count toward service time as a faculty member, except that up to one year of service time as an administrator on an interim basis shall count toward service time as a faculty member. Service time as a faculty member does not count as service time as an administrator. The employment appointment letter or contract specifies employment status. This section does not apply to the computation of probationary periods under Section 3.05.II.C.

### III. Waiver of Tenure and other Reemployment Rights

Professional personnel who retire, voluntarily terminate their employment, or apply for and accept part-time professional employment (other than part-time employment that is legally necessary to accommodate a disability or authorized by the federal Family and Medical Leave Act) shall have no right to continued employment or reemployment by Western State Colorado University, including, but not limited to, faculty tenure (except as may otherwise be provided by a transitional retirement appointment).

## **Section 2.04 Salaries**

### **I. Authority to Award Salary Increases.**

The Trustees and the President (to the extent that the authority is delegated to him or her by subsection III. of this Section 2.04) possess the sole authority to determine whether, when, and by what amount or percentage, if any, salaries shall be increased and the personnel to whom such increases, if any, shall be awarded. This policy does not and shall not be construed to create entitlements or contractual rights to performance-based, cost-of-living, longevity, equity, parity, or other salary increases nor shall University salary administration systems expressly or impliedly create or be construed to create any such entitlements or rights. From time to time the Trustees or the University may participate in or conduct equity studies of professional salaries or salary surveys of peer institutions nationally. However, authorization of salary increases and/or allocation of salary improvement funds to the University based on such studies or surveys is committed to the Trustees' discretion.

### **II. Salary Administration System.**

- A. The general goals of the salary administration system are to:
  - 1. Encourage a high level of professional performance.
  - 2. Attract and maintain a high-quality faculty and administration.
  - 3. Establish procedures for setting salaries.
  - 4. Promote a constructive relationship between the professional personnel's professional activities and the goals and objectives of the Trustees, the University, and the professional personnel's department.
- B. The primary role of the salary administration system is to establish a clear relationship between professional performance and compensation.
  - 1. Except as otherwise provided in this Section 2.04, the University shall award salary increases and/or distribute Trustee-allocated salary improvement funds solely on the basis of professional performance.
  - 2. Professional performance shall be measured by Trustee-approved performance evaluation systems, promotions, and other indicia of meritorious performance. Performance evaluation systems are found in Sections 3.08 and 4.01.
  - 3. Salary increases shall not be awarded to any person whose performance is below the minimum acceptable standard set by the University's performance-evaluation systems.
- C. Salary increases based on professional performance may take several forms, including, but not limited to:

1. An increase in base salary;
  2. A bonus, which shall not be added to the base; and
  3. Others to be developed or already utilized by the University.
- D. The salary administration system may also be used to promote certain subsidiary purposes such as:
1. To increase the number of faculty with terminal qualifications in their disciplines;
  2. To promote salary parity and equity;
  3. To prevent the loss of highly qualified personnel; and
  4. To compete in the marketplace.

However, except as provided in subsection III of this Section 2.04, the University may use Trustee-allocated salary funds or other University funds for these purposes only when expressly authorized to do so by the Trustees in response to specific, annual budget requests.

- E. In accordance with federal rules, the University and any affiliated entity does not provide incentive payments directly or indirectly related to the success in securing enrollments or student financial assistance.
- F. The University's salary plans shall be consistent with the guidelines prescribed by this Section 2.04. The faculty salary plan is located in Appendix D, and the administrative salary plan is located in Appendix J.

### III. Delegation

The Trustees delegate the following authority to the President:

- A. To establish or negotiate competitive starting salaries for newly hired professional personnel.
- B. To award annual performance-based salary increases based on salary administration and performance evaluation systems (including salary increases based on promotions in academic rank and other indicia of meritorious performance).
- C. To recommend individual base-salary increases on a case-by-case basis when, in the President's sole discretion, such increases are needed to increase the number of faculty with terminal qualifications in their disciplines; to promote salary equity and parity within the University; to prevent the loss of highly qualified personnel; to compete in the marketplace; or to compensate professional personnel who assume additional or changed duties. Such recommendations shall be presented to the Trustees as individual personnel action items at regular or special Board meetings.

All such increases shall conform to Trustee-ordered restrictions or limitations on salary increases (e.g., limitations on the average amounts or percentages of annual performance-based salary increases).

#### **IV. Salary Supplementation**

During the regular term of a full-time appointment, salaries of professional personnel may be supplemented from University grants, contracts, or other University or state funds, but only for approved, University assigned, temporary or short-term responsibilities in addition to those specified in Section 3.03 IV. Salary supplements shall not be added to the recipients' base salaries.

#### **V. Deductions**

Deductions taken from salary payments shall be those required for municipal, state, and federal withholding taxes, retirement, and other deductions which may be required by municipal, state, and federal law or the Trustees, or requested by professional personnel and approved by the University.

#### **VI. Salary of Administrators Transferring to Faculty Positions**

Salary of administrators transferring from administrative to faculty positions should be commensurate with that of the new position to be assumed, and shall be determined by the following criteria:

- A. Professional education;
- B. Professional experience, including length of service both in the profession and in the University;
- C. Professional achievements; and
- D. Comparable salaries of other faculty in the department or division.

## Section 2.05 Leaves of Absence

### I. Vacation Leave

- A. **Accrual.** Full-time (1.0 FTE) administrative personnel accrue 20 working days (160 hours) of fully paid vacation leave per fiscal year, accrued at a rate of 13.33 hours per calendar month. Accrued vacation in excess of forty (40) days is forfeited without pay on June 30 of each fiscal year.
- B. **Termination of Employment.** The University may use management prerogatives in requiring terminating administrative personnel to use accrued vacation prior to the termination date or prior to the end of the fiscal year. Upon voluntary or involuntarily termination, subject to the aforementioned management prerogative, an administrative professional shall be paid for unused accrued vacation not to exceed forty (40) days.
- C. **Advances.** Leave taken prior to accrual is permissible, subject to supervisory approval, with the understanding that if leave taken exceeds the current fiscal year accrual, the June 30<sup>th</sup> pay (or the last paycheck of the fiscal year issued for an employee who leaves employment) will reflect the deduction for leave taken, but not accrued. The leave will be considered as leave without pay. If a payroll deduction is not possible to cover the amount of leave taken, the employee will be required to reimburse the University for the difference of what was taken and what was earned.
- D. **Proration of Vacation Leave.** Employees with appointments for at least 0.50 FTE in a fiscal year will be eligible to receive *pro rata* vacation leave benefits.

### II. Sick Leave

- A. **General.** Full-time professional personnel shall be granted 66 work days of paid sick leave per fiscal year at the salary in effect at the time the sick leave is used. An employee on sick leave at the close of the fiscal year may use the remainder of his or her unused sick leave in the next fiscal year for consecutive workdays missed due to the same illness. Such an employee will not be granted sick leave for the next fiscal year until the employee returns to work following certification by his or her physician that the employee is able to resume work.

Employees may use sick leave when the employee's own illness or injury prevents him or her from working. Up to 10 days of the total annual paid sick leave is available for use when caring for a child, spouse, parent, or member of the employee's household who is incapacitated due to illness or injury and who depends on the employee as his or her primary caregiver. The provisions of family medical and personal medical leave described in Section 2.05.IV shall apply, and paid sick leave shall run concurrently with such leave for employees eligible under the Family and Medical Leave Act ("FMLA"). Professional personnel unable to return to work upon the exhaustion of paid sick leave should consult the human resources office regarding application for long-term disability insurance benefits. Professional personnel who have exhausted paid sick leave and, if eligible, FMLA leave, may apply for leave without compensation under Section 2.05.VI.

1. *Notice.* If the sick leave is foreseeable based on planned medical treatment, the employee shall give not less than 30 days notice before the date his or her leave is scheduled to begin or such notice as is practicable if the date of treatment requires the leave to begin in less than 30 days. In either event, subject to the approval of the employee's physician, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the University.

When a member of the professional staff recognizes that illness will prevent meeting a scheduled assignment, that person should notify the appropriate unit head so that alternative arrangements can be made. The department head should then be kept informed about the prospects for recovery. The department head will be responsible for notifying appropriate University officials about the absence.

2. *Certification.*

- a. An employee who takes sick leave for more than 10 consecutive work days shall furnish a certificate from his or her physician stating: (i) that the employee is unable to perform the functions of his or her position; (ii) the date on which the serious health condition commenced; (iii) the probable duration of the condition; and (iv) the appropriate medical facts within the knowledge of the health care provider regarding the condition, and if the employee is eligible for medical leave under the FMLA, whether it is a *serious health condition* as defined below.
- b. An employee requesting sick leave on an intermittent or reduced schedule shall furnish the additional certificates permitted by the FMLA to determine if the requested leave is a reasonable ADA accommodation.
- c. The University may require employees on sick leave to provide recertification of the foregoing matters on a reasonable basis.
- d. An employee who seeks to return to work following four or more consecutive calendar weeks of sick leave shall furnish the University with a certificate from his or her physician stating that the employee is able to resume work. The University may require a medical certification of fitness to return to work after any period of sick leave when a known or apparent condition calls into question the employee's ability to perform the essential job functions.

The certification requirements of this subsection A.2. shall be construed and applied in accordance with the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

- B. **Maternity Leave.** Pregnant professional personnel may use sick leave and personal medical leave for pregnancy, childbirth, and related medical conditions upon the same terms and conditions that employees use such leaves for other illnesses or physical disabilities. Refer to this Section 2.05.II and to Section 2.05.IV delineating the parameters of FMLA personal medical leave.

- C. **No Pay for Sick Leave Upon Termination of Employment.** Employees whose employment by the University is voluntarily or involuntarily terminated shall not be entitled to any compensation whatsoever for unused sick leave.
- D. **Proration of Sick Leave Benefits.** Employees who have a contract for 0.50 FTE or more will be eligible to receive pro rata sick leave benefits.

### III. Faculty Parental Leave Policy:

The primary goals of this policy are to allow both the faculty member and the university the opportunity to maintain the integrity of the classroom on behalf of Western's students, avoid placing undue burden on the individual or the department and to give new parents enough time to recover their health and bond with their new child without facing undue financial or personal hardship.

- A. **Primary Caregiver.** All tenured and tenure-track faculty are eligible for Parental Leave. Senior lecturers who are contracted as fully benefited employees are eligible for Parental Leave. If a faculty member and his or her spouse, domestic partner, or civil union partner would otherwise both be eligible for parental leave under this policy, either one, but not both, may take the leave as the primary caregiver.

A faculty member who becomes the primary caregiver of a child, by birth, fostering with intent to adopt or by adoption is eligible for up to a maximum of one semester leave from teaching duties at full pay. This one semester maximum includes all leave associated with the birth or adoption of a child.

All provisions and applications of this policy are meant to be consistent with state and federal law, including the Family Medical Leave Act (FMLA).

1. **Notice.** A faculty member who anticipates a pregnancy or adoption occurring in his or her family will inform his or her department chair and the office of Human Resources as soon as possible prior to the semester that the faculty member intends to take leave. Human Resources will be responsible for explaining parental leave options to the eligible faculty member.
2. **Documentation.** With the assistance from the office of Human Resources, the faculty member will need to complete a Faculty Application for Parental Leave, an affidavit attesting to the faculty member's primary caregiver status, and appropriate FMLA paperwork. Once the proper documentation is completed, the faculty member must submit the documents to the Human Resources office which will then send copies to the department chair and to the office of Academic Affairs.
3. **Course Coverage.** Upon receiving notice and documentation, the Director of Human Resources will request a meeting with the faculty member, department chair, and the Vice President for Academic Affairs. All parties at the meeting will receive a summary from HR indicating the need and eligibility for leave. At the meeting the parties will determine how to cover faculty load. Options include, but are not limited to, offering faculty to teach overloads, hiring temporary faculty, or not offering classes.



The VPAA shall provide full time equivalent faculty (FTEF) for course replacement based on examination of the teaching load of the faculty member, departmental needs and university needs. Within two weeks of this meeting, the faculty member will indicate whether she/he will opt to stop the tenure clock as described below.

It is not the responsibility of the faculty member on leave to make arrangements for coverage of his/her courses. In consultation with the VPAA, the department chair shall arrange for coverage of the faculty member's classes while she/he is on leave. The department chair may consult with the faculty member regarding the qualifications and suitability of possible replacement faculty. While on leave, the department chair may correspond with the faculty member regarding plans for the faculty member's return.

4. **Faculty Member Responsibility – Primary Caregiver.** The faculty member on paid leave will be relieved of all teaching responsibilities during the parental leave. Standard parental leave is defined as 10 weeks of paid leave (with 6 weeks from paid sick leave and 4 weeks from paid parental leave) and for the remaining 6 weeks the faculty member will engage in non-classroom responsibilities.

A tenured or tenure-track faculty member, who takes leave as a primary caregiver under this policy, must agree in writing to active service at the university following parental leave for a period of not less than two semesters, or to reimburse the university in full for all salary and benefits during the leave.

5. **When Taken.** The faculty member may request leave for any semester within one year of becoming a parent due to the birth or adoption of a child. The one semester of leave will encompass the birth or adoption date unless there is clear rationale to take the leave a later semester. If the event takes place in the summer, the faculty member may request parental leave for the following fall semester.
6. **Stoppage of the Tenure Clock.** Any tenure-track faculty member who becomes a primary caregiver during the probationary period, and who takes leave under this policy, has the option to receive a one-year extension on the probationary period. If the faculty member elects to stop the tenure clock, documentation of this request must be submitted to the department chair and to Human Resources. Consequently, these faculty members would come up for tenure after six years, rather than five years, and their one semester of leave during their year of leave will not affect their application.

Faculty members who choose not to take a full semester, and/or who do not elect to stop the Tenure Clock, may request to proceed with their normal tenure review and follow the normal Tenure Policy. However, such faculty members should be aware that they will be submitting a tenure portfolio with one fewer semester of evidence. Any partial semester, during which FMLA is in effect, will not be included in the evidence folder.

- B. **Salary, Benefits and Responsibilities during Leave.** A faculty member who takes Parental Leave under this policy shall receive the same base salary and benefits that he or she would have received if not on leave; for nine month faculty, base salary does not include compensation for summer contracts. Leave under this policy shall not, in itself, adversely affect decisions regarding the faculty member's salary, benefits, tenure, or promotion.

However, this policy depends on, and assumes, the good faith of its participants. If at any time it is determined that any information in an Application for Parental Leave is not true, or if leave circumstances change and you are no longer qualified for paid parental leave, all benefits will cease, and you will be responsible to repay the value of any wages or benefits derived.

#### C. Compliance with Federal and State Laws.

1. **Family and Medical Leave Act of 1993.** In accordance with the federal Family Medical Leave Act of 1993 (FMLA) the university provides eligible faculty and staff up to 16 weeks of family and medical leave during any 12-month period. FMLA may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances and as specified in the policy. FMLA leave runs concurrently with other university leave plans, including paid parental leave. For a complete description of the university's FMLA policy, please contact the office of Human Resources.
2. **Pregnancy Discrimination Act of 1978.** Under the federal Pregnancy Discrimination Act of 1978, universities as employers must provide the same benefits for pregnancy and childbirth as they provide for any other disability.

#### IV. Family and Medical Leave under FMLA

The following policies are intended to implement the Family and Medical Leave Act of 1993 ("FMLA" or the "Act"), and shall be construed accordingly. The Act and all amendments thereto shall supersede any policy that is inconsistent with its legal requirements. The policies of this *Handbook* do not create any contractual rights and affords only those rights required by the Act. Some detailed provisions of the Act have been omitted from these policies, but shall be deemed to be included herein by reference. Personnel seeking additional information about the Act are invited to refer to its complete text, which is on file in the human resources office

- A. **Eligibility.** Professional personnel ("employees") are eligible for FMLA leave if they have been employed by the University for at least 12 months and have at least 1250 service hours during the previous 12-month period.
- B. **Definitions.**
  1. **Family Members.** Family members under the FMLA include: (i) biological children, adopted children, foster children, stepchildren, legal wards, or other children to whom the employee stands *in loco parentis* if the children are under 18 or, if 18 or over, if the children are incapable of self-care because of mental or physical disabilities; (ii) biological parents or persons who stood *in loco parentis* to the employee when the employee was an adopted child, foster child, stepchild or ward (a "parent"); and (iii) a spouse. In addition, the University may, in its sole discretion, include in the definition of "family member" any other member of the employee's household who relies on the employee as his or her primary caregiver.
  2. **Health Care Provider.** Health care provider means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the

doctor practices or any other person determined by the Secretary of the United States Department of Labor to be capable of providing health care services.

3. *Serious Health Condition.* A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.

#### C. Types of FMLA Leave.

1. *Parental Leave.* Employees may take parental leave to care for their children following birth or to care for children placed with them for adoption or foster care. Parental leave must be completed within 12 months of the date of birth or placement of the child.
2. *Family Medical Leave.* Employees may take family leave to care for certain family members who have a serious health condition.
3. *Personal Medical Leave.* Employees may take personal medical leave if they have serious health conditions that make them unable to perform the functions of their positions. The period of time a pregnant employee is medically unable to perform the functions of her position qualifies as personal medical leave.

#### D. Length of Leaves

1. An employee eligible under FMLA is entitled to a total of up to 12 workweeks of leave in each fiscal year (July 1 - June 30). The 12 workweeks may be taken in whole or in part as parental leave, family medical leave or personal medical leave.
2. Leave taken for any of these purposes shall be subtracted from the total of 12 workweeks of unpaid leave (or any remaining, unused portion thereof) to which the employee is entitled under the Act. (For example, an employee who takes six workweeks of parental leave may take only six workweeks of family medical leave during the same fiscal year.)
3. Faculty members whose FMLA leave is exclusively within one semester may receive up to four additional workweeks of unpaid leave as necessary to allow leave from the entire academic term.

#### E. Unpaid Leave; Substitution of Paid Leave. FMLA leave shall be unpaid. However, employees either may or shall substitute accrued, paid vacation and/or unused, paid sick leave for all or a portion of their unpaid leave as provided in the following subsections:

1. *Parental Leave.* Employees who have accrued, paid vacation leave earned under Section 2.05.I may substitute such leave for a portion of their parental leave. Employees who elect to substitute paid vacation leave for parental leave must use all of their accrued vacation leave before taking unpaid parental leave. Eligible faculty members shall substitute paid leave per Section 2.05 II and III, as described above.
2. *Family Medical Leave.* Employees who have unused, paid sick leave authorized by Section 2.05.II and/or accrued, paid vacation leave earned under Section 2.05.I may substitute up to 10 days of paid sick leave and/or accrued paid vacation leave for all or a portion of

their family medical leave. Employees who elect to substitute both paid sick and vacation leave for family medical leave must first use their 10 days of sick leave and then use all of their accrued vacation leave before taking unpaid family medical leave.

3. *Personal Medical Leave.* Employees with unused, paid sick leave authorized by Section 2.05.II and/or accrued, paid vacation leave earned under Section 2.05.I shall substitute their paid sick leave and may substitute vacation leave for their personal medical leave. Employees must use all of their accrued sick leave before taking substituted vacation leave or unpaid leave.

Paid vacation and/or sick leave substituted for unpaid FMLA leave shall be subtracted from the total of 12 workweeks of unpaid leave (or any remaining, unused portion thereof) to which the employee is entitled under the FMLA. For example, an employee who substitutes six workweeks of vacation leave for parental leave and two workweeks of paid sick leave for family medical leave, may take only four workweeks of additional, unpaid family medical leave during the same fiscal year.

- F. **Leave Schedules.** Employees taking FMLA leave (including any substituted vacation and/or sick leave) may take such leave during consecutive workweeks or on an intermittent or reduced leave schedule as provided below. (*A reduced leave schedule* means a leave schedule that reduces the usual number of hours per workweek or hours per workday.)

1. *Parental Leave.* Parental leave must be taken during consecutive workweeks.
2. *Family Medical Leave and Personal Medical Leave.* Family and personal medical leave may be taken on an intermittent or reduced leave schedule by agreement or if such schedule is certified to be medically necessary. However, if an employee requests an intermittent or reduced leave schedule that is foreseeable based on planned medical treatment, the University may temporarily transfer the employee to an alternative position for which the employee is qualified and which has equivalent pay and benefits if the alternative position will better accommodate the recurring periods of leave than the employee's regular position.

- G. **Notice.** Employees shall give the following notice before taking any periods of foreseeable FMLA leave (including any substituted vacation and/or sick leave).

1. *Parental Leave.* An employee shall give not less than 30 days notice before the date his or her leave is scheduled to begin or such notice as is practicable if the date of birth or placement for adoption or foster care requires the leave to begin in less than 30 days.
2. *Family Medical Leave or Personal Medical Leave.* If the leave is foreseeable based on planned medical treatment, an employee shall give not less than 30 days notice before the date his or her leave is scheduled to begin or such notice as is practicable if the date of treatment, pregnancy related medical disability or delivery date requires the leave to begin in less than 30 days. In either event, subject to the approval of the family member's health care provider or employee's health care provider, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the University.

- H. **Certification.** Employees who request family or personal medical leave (including substituted vacation and/or sick leave) shall provide timely certification from the family member's or employee's health care provider supporting the leave.
1. *Family Medical Leave.* An employee taking family medical leave for more than 10 consecutive work days shall furnish a certificate from the family member's health care provider stating: (i) that the employee is needed to care for the family member; (ii) the estimated amount of time that the employee will be needed to care for the family member; (iii) the date on which the serious health condition commenced; (iv) the probable duration of the condition; and (v) the appropriate medical facts within the knowledge of the health care provider to certify that the family member has a serious health condition.
  2. *Personal Medical Leave.* An employee taking personal medical leave for more than 10 consecutive work days, including any medical inability to work related to maternity, shall furnish a certificate from his/her health care provider stating: (i) that the employee is unable to perform the functions of his/her position; (ii) the date on which the serious health condition commenced; (iii) the probable duration of the condition; and (iv) the appropriate medical facts within the knowledge of the health care provider to certify that the employee has a serious health condition.
  3. *Additional Certification Required for Intermittent Leaves and Reduced Leave Schedules.* An employee who requests intermittent family or personal medical leave or family or personal medical leave on a reduced leave schedule shall also furnish a certificate from the appropriate health care provider:
    - a. Leave for Planned Medical Treatment—stating the dates on which such medical treatment is expected to be given and the duration of such treatment; and/or
    - b. Family Medical Leave—stating that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the family member or will assist in his/her recovery and the expected duration of the intermittent leave or reduced leave schedule.
    - c. Personal Medical Leave—stating the medical necessity for and expected duration of the intermittent leave or leave on a reduced leave schedule.
  4. *Recertification.* The University may require employees on family or personal medical leave to provide recertification of the foregoing matters on a reasonable basis.
  5. *Certification of Ability to Return to Work.* The University may require certification of fitness to return to work after a personal medical leave as permitted by the Act. An employee seeking reinstatement to his/her former position after a period of four or more consecutive calendar weeks of personal medical leave (including substituted sick leave) shall in all cases be required to furnish the University with a certificate from the employee's health care provider stating that the employee is able to resume work.
  6. *Compliance with Rehabilitation and Americans with Disabilities Acts.* The certification requirements of this subsection 8 shall be construed and applied in accordance with the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

- I. **Reporting.** The University may require employees on FMLA leave to report periodically on their status and intentions regarding their return to work.
- J. **Insurance.** For the purposes of this paragraph, “insurance” means the Trustees’ group health, dental, life, and long-term disability insurance plans described in Section 2.06.

Employees who substitute accrued, paid vacation and/or sick leave for all or a portion of their FMLA leave shall, during the period of substituted leave, receive the same insurance coverage they would receive if they were taking vacation or sick leave. Employees who take unpaid FMLA leave, or who exhaust the paid leave they substituted for a portion of such unpaid leave, shall receive the following insurance coverage during the period of their unpaid leave:

1. *Health and Dental Insurance.* An employee on unpaid leave shall remain covered by the Trustees’ group health and dental insurance if he or she personally pays the periodic employee contributions required by such group health and dental plans. However, if the employee fails to return to work at the end of his or her leave, the employee shall be liable to the University for the employer contributions paid on his or her behalf unless such failure is due to the continuation, recurrence, or onset of a serious health condition affecting a family member or the employee or some other reason beyond the employee’s control.
  2. *Non-contributory Life and Long-term Disability Group Insurance.* An employee on unpaid leave shall remain covered by the Trustees’ group life and long-term disability insurance if coverage for the duration of the leave is authorized by the Trustees’ group insurance policies. (A *non-contributory* group insurance plan is one to which employees are not required to make employee contributions.)
- K. **Reinstatement to Position upon Return from Leave.** Except as otherwise provided in Section 2.05 IV F (authorizing the University to assign an employee on an intermittent or reduced leave schedule to an alternative position), and this subsection K, employees returning from FMLA leave (including substituted vacation and/or sick leave) shall be reinstated to the positions they held when the leave began or to equivalent positions.

Employees who are subject to automatic or discretionary termination while on leave due to the expiration or nonrenewal of their contracts or at-will or for-cause dismissal may be terminated on the date on which they would have been terminated if they had remained continuously employed during the leave period. FMLA leave shall not defer the date of such employee’s termination and such employee shall not be reinstated to his or her former positions when the leave period ends. If such employees are terminated before their paid vacation leave is exhausted, they will be compensated for their accrued unused vacation leave in accordance with Section 2.05.I.

- L. **Prohibited Acts.** The University shall not:
1. Interfere with, restrain or deny the exercise of or the attempt to exercise, any right provided by the Act;
  2. Discharge or in any other manner discriminate against any individual for opposing any practice made unlawful by the Act; or

3. Discharge or in any other manner discriminate against any individual because such individual: (i) has filed any charge or has instituted or caused to be instituted any proceeding under or related to the Act; (ii) has given, or is about to give, any information in connection with any inquiry or proceeding relative to any right provided by the Act; or (iii) has testified, or is about to testify, in any inquiry or proceeding relative to any right provided by the Act.

#### V. Administrative Leave

- A. **General.** The President may authorize administrative leaves with full or partial pay that, in the judgment of the President, are beneficial to the University or essential to the welfare of the individual. Such leaves include, but are not limited to, military leave, bereavement leave, jury duty leave, disciplinary or investigative leave not to exceed a reasonable period of time, and leave of not more than sixty (60) calendar days to engage in professional activities. Leaves granted under this subsection may not violate §23-5-123, C.R.S.
- B. **Requests for Administrative Leave.** Employees requesting leave should submit a written request to the supervisor specifying the reason for the leave and the length of time being requested. There is no specified number of days available for administrative leave. The supervisor will forward the leave request to the President for approval.
- C. **Approval of Administrative Leave.** Board approval for administrative leaves is not required unless otherwise provided by law, but leaves in excess of ten (10) working days shall be reported to the Board.
- D. **Accountability.** Every participant in the procedures for applying for, approving and granting administrative leave under subsections I and II of this Section 2.05 is responsible for ensuring that each administrative leave complies with §23-5-123, C.R.S. and these policies. Any participant who receives, approves or grants a sabbatical or administrative leave knowing that it is not authorized by §23-5-123, C.R.S. or these policies may be held personally liable for all salary, benefits or other compensation paid to the recipient by the University or Trustees.

#### VI. Leave Without Compensation (Excluding FMLA Leave)

- A. Professional personnel may be granted a leave without compensation to study, to conduct research, to travel in connection with study or research, to hold a temporary appointment at another institution of higher learning or in government service, for medical reasons, or to engage in other activities that are deemed acceptable by the President.
- B. Leaves without compensation for purposes indicated above may be renewed. Normally, leave without compensation may not exceed two successive years.
- C. Leave without compensation to campaign and to serve in a state or national elective or appointive office may be granted up to one year, and may be renewed annually.
- D. Conditions of employment to be in effect upon return from leave without compensation must be agreed to in writing in advance of the leave by the individual and the University.

- E. An academic year during which a probationary faculty member takes a leave without compensation of one or more semesters' duration shall not be included in such faculty member's probationary period.
- F. Administrative employees requesting leave shall submit a written request to the supervisor specifying the reason for the leave and the length of time being requested. The supervisor will forward the leave request to the appropriate vice president. Recommendations from the vice president shall then be sent to the President for final approval.
- G. The vice president for academic affairs is responsible for notifying faculty of the deadline for submitting leave requests. The application should be submitted to the department chair, who forwards it, along with a recommendation and a statement on how the normal responsibilities will be met during the leave, to the vice president for academic affairs. The vice president for academic affairs submits the recommendations to FPAC. Recommendations from FPAC and the vice president for academic affairs shall then be sent to the President for final approval.

#### **VII. PERA**

PERA service credits shall not accrue during periods of unpaid leave.

#### **VIII. Unpaid Leaves and Leaves without Compensation toward Years of Service and Completion of a Probationary Period**

Years of service and vacation leave shall not accrue during periods of unpaid leave or leave without compensation. Unpaid leave or leave without compensation of one or more semesters' duration shall not be included in faculty members' probationary periods.

#### **IX. Exceptions**

If the strict application of a provision of this Section 2.05 relating to sick, vacation, faculty parental and unpaid parental, family medical and personal medical leave leads in a specific case to an unreasonable and inequitable result which is plainly inconsistent with the intent of the leave policies or the Family and Medical Leave Act of 1993, the President may waive or modify the application of such provision as necessary to achieve the intended result.



## **Section 2.06 Benefits**

The University is authorized by the Trustees to offer a broad array of benefits to its professional staff. The benefits, which are outlined below, are subject to change, from time to time, at the direction of the Trustees. Additional information about specific benefits and copies of plan documents may be obtained from the human resources office. To the extent this policy conflicts with the plan documents, the plan documents are controlling.

### **I. Insurance Benefits**

Western State Colorado University offers group health, dental, life and long-term disability insurance for benefits-eligible professional employees. The University also provides a travel accident insurance policy for benefits-eligible professional employees, which covers all University business travel. Professional employees with appointments for at least 0.50 FTE in a fiscal year are benefits eligible, including transitional retirees appointed for at least 0.50 FTE in a fiscal year.

Benefit-eligible employees are required to participate in the group benefit plans listed above unless they are eligible for an exemption. Exemptions will be granted to employees who provide evidence of coverage under another group plan (including military plans) or whose religious beliefs conflict with requirements of this program.

Group insurance coverage ordinarily coincides with the dates of employment. However, all faculty members employed on nine to 12 consecutive month contracts will be covered for 12 months unless their contracts will not be renewed for the immediately succeeding academic year. Employees whose employment is terminated are generally eligible for COBRA continuation of coverage at their own expense.

In addition to the required group benefit plans, professional employees may elect to participate in optional voluntary insurance plans offered by the University, if any.

Periodically, the University shall review the group insurance plans to assess their adequacy in terms of coverage and costs.

### **II. Long-term Disability Program**

A long-term disability insurance program shall be provided to professional personnel who are employed on a contract of at least 0.50 FTE at the time of disability. Long-term disability insurance coverage ordinarily coincides with the dates of employment. However, all faculty members employed on nine to 12 consecutive month contracts will be covered for 12 months unless their contracts will not be renewed for the immediately succeeding academic year. The benefits shall commence on either the 91st consecutive calendar day of disability or the exhaustion of paid sick leave, whichever is later, and shall be payable for either sickness or accident. Employees should contact the human resources office to apply for disability benefits.

### III. Tax-Deferred Annuity (TDA)

Employees, except temporary personnel as specified in Section 2.03, may voluntarily participate in a Board-approved tax deferred annuity (TDA) program in accordance with Internal Revenue Code §403(b) and/or §403(b)(7).

The human resources office shall maintain a list of authorized TDA vendors.

Interested employees may elect to join the tax-deferred annuity program at any time by completing and signing a salary reduction agreement (SRA), which will remain in effect until revoked or replaced at their discretion. Salary reductions are made monthly from payroll, are not subject to federal or state income tax, and are remitted on behalf of the employee to the TDA vendor indicated on the SRA.

The Board provides this TDA program as a service to employees and makes no guarantee of any specific level of financial performance. Employees are responsible for their own investment selections and results.

Information concerning the tax deferred annuity program may be obtained from the human resources office.

### IV. Retirement

All professional personnel shall participate in either the Defined Contribution Pension Plan ("DCPP") established by the Trustees, or the Public Employees Retirement Association ("PERA"). Eligibility to participate in the DCPP or PERA shall be determined in accordance with title §24-51 and §24-54.5 C.R.S. (as amended from time to time.)

There is no mandatory retirement age for professional personnel.

Professional personnel who are considering retirement (including early retirement) should contact the human resources office for information concerning retirement options and benefits and post-retirement employment restrictions. There are significant statutory restrictions on the post-retirement employment of PERA retirees. Retired professional personnel who are receiving or plan to receive PERA retirement benefits and are applying for temporary positions should consult with PERA concerning the effect of such employment on their eligibility to receive retirement benefits.

### V. Benefits for Retirees

- A. **Health and Dental Insurance.** Retirees are eligible to participate in the Trustee-approved group health and dental insurance plans, if available, at their own expense immediately after exhaustion of COBRA benefits. This coverage ends when participants become eligible for Medicare coverage (or any earlier date, if premiums are not paid). The human resources office shall provide information regarding eligibility, premium rates and how to enroll. PERA retirees also have options for health, dental and vision insurance through PERA at retirement.
- B. **Life Insurance.** Retirees are eligible to participate in the Trustee-approved life insurance program, if available, at their own expense. The human resources office shall provide

information regarding life insurance volume options, premium rates, and conversion and portability of voluntary life products.

- C. **Transitional Retirees and Other Retirees who are Re-employed by the University After Retirement.** Under Section 2.06.IV, retirees are eligible for post-retirement employment by the University as temporary personnel. Retirees who are re-employed as temporary personnel on contracts for 0.50 or more FTE in any fiscal year are eligible to participate in the Trustees' group life, health and dental insurance plans on the same terms and conditions that apply to non-retired employees under Section 2.06.I.

## VI. Exceptions

If the strict application of a provision of this Section 2.06 relating to insurance eligibility leads in a specific case to an unreasonable and inequitable result, which is plainly inconsistent with the intent of the insurance eligibility policies, the President may waive or modify the application of such provision as necessary to achieve the intended result. However, in all cases employees authorized to participate in the Trustee insurance plans must meet the eligibility criteria set forth in the Trustees' contracts with its group insurance carriers.

## Section 2.07 Transitional Retirement

### I. Purpose

Retired employees may be eligible for part-time employment without a reduction in their retirement benefits and, therefore, the University may in its sole discretion rehire retired professional personnel for up to five fiscal years after they retire to assist them to make the transition from full-time employment to full-time retirement.

### II. Application

- A. Professional personnel who are eligible for retirement benefits may apply to participate in the transitional retirement program. Application and participation are completely voluntary.
- B. There are significant statutory restrictions on post-retirement employment of PERA retirees. Prior to applying for the transitional retirement program, PERA professional personnel should consult with the human resources office and PERA concerning the effect the transitional retirement employment may have on their eligibility to receive PERA retirement benefits.
- C. Professional employees applying for transitional retirement should submit a written request to their supervisor. The supervisor will forward the request to the appropriate vice president, who will submit it, along with a recommendation for approval or disapproval to the President for final approval.
- D. Faculty members who wish to apply for transitional retirement must contact the appropriate chair or director six (6) months prior to commencing the transitional contract in order to discuss arrangements and work assignments. Such agreements shall be negotiated on an individual basis. The recommendation to grant the transitional appointment to a faculty member will be made by a committee composed of the full-time faculty members of the applicant's department or program. The recommendation of this committee will then be forwarded to the vice president for academic affairs, who will submit it, along with a recommendation for approval or disapproval, to the President for final approval.
- E. Approval of applications for participation in the transitional retirement program is committed to the President's sole discretion. All applications will be considered in accordance with the University's equal opportunity employment policy (Section 1.01 of this *Handbook*).

### III. Conditions and Limitations

Professional personnel whose applications to participate in the transitional retirement program are approved shall be employed by the University subject to the following conditions and limitations:

- A. Except as may otherwise be provided in their transitional retirement contracts, transitional retirees shall have no right to continued employment or reemployment, including, but not limited to, faculty tenure.
- B. Transitional retirees who are employed to perform managerial or administrative duties are at-will employees subject to §24-18 C.R.S. and Section 4.02.

- C. PERA transitional retirees' applications for retirement benefits must be approved by PERA before the retirees begin their periods of transitional employment. DCPD transitional retirees' notice of retirement must be accepted by the President before the retirees begin their periods of transitional retirement.
- D. Transitional retirees shall retain their academic rank (if any) during periods of transitional employment.
- E. Transitional retirees shall remain subject to those *Handbook* provisions that are not inconsistent with this Section or with the terms of their transitional retirement contracts.
- F. Departmental resources will be provided to transitional faculty on an equal basis with other departmental faculty.

#### IV. Schedules and Employment Period

- A. The President and transitional retirees will attempt to arrange schedules that are consistent with the University's needs and the statutory limitations on transitional employment under PERA. However, transitional retirees shall be solely responsible for complying with these limitations and with any applicable PERA rules and regulations. Retirees are therefore strongly encouraged to consult PERA concerning their proposed transitional employment schedules to avoid a suspension or reduction of their PERA benefits.
- B. The President and the transitional retiree shall mutually agree to a transitional employment period, which may not exceed one (1) fiscal year. The President, in his/her sole discretion may extend the transitional employment period for additional periods not to exceed one fiscal year each. Agreements shall be reviewed each year during the transitional retirement period, prior to December 1, in order that the work assignments or schedules may be modified if mutually agreed to by the parties.
- C. The total transitional employment period, including all extensions, shall not exceed a total of five (5) fiscal years and shall end no later than five calendar years after the date of the retirement. At the end of the transitional employment period, the transitional retirees' employment by the University shall automatically terminate. However, the retiree shall thereafter be eligible for appointment to a temporary position(s) in accordance with Section 2.03 of this *Handbook*.
- D. Transitional employment may begin during the fiscal year immediately following the date of retirement or on a later date to which the President and the transitional retiree mutually agree. The President and the transitional retiree may also agree to non-consecutive periods of transitional employment. However, no such agreement shall obligate the University to employ a retiree in a future fiscal year. Notwithstanding any deferral of the date on which transitional employment begins or interruptions between periods of transitional employment, the transitional employment period, including all extensions thereof, shall end no later than five (5) calendar years after the date of the retirement.

**V. Appointments**

- A. All transitional retirement appointments with Western State Colorado University shall terminate no later than the end of the fiscal year in which they begin.
- B. All transitional retirement appointments shall be conditioned by the following clause: “Financial obligations of the State of Colorado and the Board of Trustees of Western State Colorado University payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available.”
- C. Each transitional retiree shall express agreement that his or her employment by the University terminates automatically at the end of the appointment unless the President and the retiree mutually agree to extend the transitional employment period for an additional period in accordance with Section 2.07.IV.B.
- D. Each transitional retirement appointment shall be specified in detail in regards to the transitional retiree’s schedule, assignment, duties and salary. The salary for faculty members with transitional retirement appointments shall be based on the faculty member’s last year’s contract salary (excluding summer salary and stipends), which shall be divided by 24 semester credits and multiplied by the number of semester credits to be taught in the transitional appointment.

**VI. Benefits**

- A. Transitional retirees appointed for 0.50 FTE or more during any fiscal year are eligible to participate in the Trustees’ group life, health and dental insurance plans on the same terms and conditions that apply to non-retired employees under Section 2.06.
- B. Transitional retirees appointed for less than 0.50 FTE during any fiscal year are eligible to participate in the Trustees’ group life, health and dental insurance plans, if available, on the terms and conditions applicable to other retirees under Section 2.06.IV.

## **Section 2.08 Emeritus Status**

### **I. Qualifications**

Emeritus standing may be recommended for tenured teaching faculty members or administrators who at the time of retirement from service at Western State Colorado University meet the following qualifications:

A. Has attained distinction in one or more of the following categories:

Teaching  
Research  
University/community relations  
Leadership in internal affairs of Western State Colorado University  
Regional or national recognition among professional colleagues

B. Has worked full time at Western State Colorado University for at least 12 years.

C. Has demonstrated high standards of professional service and commitment to the University, even if the qualifications above are not met.

### **II. Selection of Faculty**

A. At the beginning of each spring term, FPAC shall obtain from the vice president for academic affairs lists of (a) all faculty members scheduled for full retirement at the end of that same spring or ensuing summer term and (b) of all faculty members who have previously retired without being considered for emeritus standing.

B. As it deliberates, the FPAC may choose to consult with the candidates, students, colleagues, chair or director, administrators, or other appropriate persons.

C. Recommendations for emeritus standing will be made by FPAC to the faculty senate. The faculty senate shall forward its recommendations for emeritus standing, presented without a rationale, to the President.

D. In cases where a decision to retire is not made until late in the spring term, the faculty senate may call upon FPAC to hold special sessions for the purpose of making recommendations concerning the emeritus standing of such persons.

E. Whenever questions arise in the process, the President may elect to consult with FPAC.

F. The President retains sole discretion in forwarding recommendations for emeritus standing to the Board of Trustees. All awards of emeritus standing shall be approved by the Board of Trustees.

### **III. Selection of Administrators**

A. The cabinet shall consider for emeritus standing retirees who are administrators but not teaching faculty and make recommendations to the President.

- B. The President retains sole discretion in forwarding recommendations for emeritus standing to the Board of Trustees. All awards of emeritus standing shall be approved by the Board of Trustees.

#### **IV. Benefits**

Rights and privileges for individuals granted emeritus standing include, but are not limited to those listed below. Some rights and privileges will be granted automatically, while others shall be granted only upon request and subject to availability of University resources.

- A. Permanent library privileges equal to those of full-time faculty.
- B. Listing for life in the University *Catalog* as emeritus personnel at rank attained upon retirement.
- C. Access at current staff cost to campus facilities such as the fitness center and the University health center for post-retirement assistance in such areas as stress management and health maintenance.
- D. Invitations to graduation ceremonies, homecoming, social functions, symposia, and lectures.
- E. Consideration for teaching courses in which part-time instruction is needed and for which the retiree has appropriate background.



## Section 2.09 Disciplinary Procedures and Sanctions

Professional personnel who violate duly adopted and published University policies and procedures, including the standards for professional conduct set forth in Section 2.02 of this *Handbook*, may be subject to disciplinary action up to and including termination of employment for cause. The procedures to be followed are set forth in this Section 2.09.

This policy does not change the fact that administrators and non-tenured faculty members are at-will employees and may be terminated with or without cause at any time, unless specifically otherwise provided for in this *Handbook*. "Cause" is defined in Section 3.09 of this *Handbook*. Administrators and non-tenured faculty have no right to appeal a disciplinary action approved by the President. The President's decision is final. Only tenured faculty members may appeal disciplinary action.

### I. Disciplinary Procedure

#### A. Matters Involving Alleged Discrimination

1. Grievance procedures have been adopted by the University to review allegations that professional personnel violated University rules prohibiting unlawful discrimination (including sexual harassment.) Those procedures are set forth in the University's Anti-discrimination Policy and Grievance Procedure, *Trustee Policy Manual* Section 2.2 and attached to this *Handbook* as Appendix L.
2. In order to avoid duplicative proceedings and the risk of inconsistent decisions, grievance proceedings pursuant to the Anti-discrimination Policy and Grievance Procedure shall constitute the preliminary investigation steps set forth in Subsection I.B.1 below.
3. If, after reviewing the report by the Affirmative Action Officer, the President believes that further review is warranted or that disciplinary action may be appropriate, the President shall meet with the professional pursuant to Section 2.09 I.B.2.a.
4. If, after reviewing the report by the Affirmative Action Officer, the President believes that further investigation is not warranted and that disciplinary action is not appropriate, the President may either dismiss the allegations or suggest appropriate nondisciplinary action to resolve the matter.

#### B. Matters not Involving Alleged Discrimination

1. Preliminary Investigation.
  - a. The President, in his or her sole discretion following the receipt of a complaint or other information that a professional has engaged in conduct that, if true, constitutes cause for discipline or discharge, may personally investigate or appoint an investigatory committee or individual to investigate the allegations, or may dismiss the matter without further proceedings.
    - i. The investigatory committee or investigator should interview the complainant (if any), the professional, and other persons who may have relevant information, as well as review any relevant documentary evidence.

- ii. The President may direct the investigatory committee or investigator to prepare and deliver to the President a written report summarizing the investigation and the information received from interviews and other sources.
      - b. If the President believes that further review is warranted or that disciplinary action may be appropriate, the President shall meet with the professional pursuant to Section 2.09 I.B.2.a.
      - c. If the President believes that further investigation is not warranted and that disciplinary action is not appropriate, the President may either dismiss the allegations or suggest appropriate nondisciplinary action to resolve the matter.
2. Review of Preliminary Investigation. The preliminary investigation shall be reviewed in a presidential meeting with the professional.
  - a. Presidential Meeting with the Professional. In the meeting with the President, the professional shall be given an opportunity to admit or rebut the charges and/or to present information regarding mitigating circumstances or affirmative defenses. This meeting is not a formal hearing but an opportunity for the President and the professional to exchange information. The following provisions shall govern the meeting:
    - i. The professional shall be given written notice of the proposed disciplinary action fixing the date, time and place of the meeting with the President. The notice shall describe the charge(s) of unprofessional conduct and factual bases therefore, identify the witness(es) upon whose information and/or testimony the charges are based and describe the sanctions that may be imposed for the alleged unprofessional conduct. A copy of the investigative report, if any, shall be included with the notice. The notice shall be given at least ten (10) working days<sup>1</sup> prior to the meeting either by certified mail, return receipt requested, or by hand-delivery.<sup>2</sup> The professional may submit a written response to the President at or before the meeting.
    - ii. The President and the professional may each designate a representative to attend the meeting. Non-attorney representatives may participate in the meeting. Attorney representatives may attend but not participate in the meeting, although they may confer with and advise their respective clients during the meeting.

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<sup>1</sup> For the purposes of this section, “working days” **excludes** Saturdays, Sundays, official University holidays, and any other days when the university is not in session and holding classes. It **includes** summer sessions even if the employee is not employed during the summer and periods of annual or other leave requested by the employee.

<sup>2</sup> Notice shall be deemed to have been given on the date of mailing or hand-delivery as evidenced by a postal certification form or a receipt signed by the employee. If the employee does not accept a hand-delivered notice, an affidavit signed by the person who attempted to deliver the notice shall be conclusive evidence of the date that notice was given.

- iii. The President shall consider all written and oral information presented by the professional before deciding whether to take disciplinary action.
- iv. Statements made at the meeting, including the written response submitted by the professional (if any), shall be admissible in evidence in any subsequent proceeding.
- v. Within ten (10) working days after meeting with the professional (or if the professional fails or refuses to attend the meeting, within ten (10) working days after the scheduled date of the meeting), the President shall decide whether the professional engaged in unprofessional conduct and, if so, to impose an appropriate disciplinary sanction.

**C. The President's Decision.** In deciding whether the professional engaged in unprofessional conduct and, if so, to impose an appropriate disciplinary sanction, the President shall consider the investigative report; written or oral information presented by the professional; and the report by the Affirmative Action Officer, as applicable.

1. *Termination.* If the President decides to terminate the professional based on one or more of the grounds set forth in Sections 3.09.I.A or 4.02.III, termination proceedings shall be conducted in accordance with Section 3.09. The termination shall be subject to review as provided in Section 3.09.IV. The review procedure in Section 2.09.III shall not apply to termination. However, the President, in his/her sole discretion, may commence termination proceedings under Section 3.09 without first following the procedures set forth in this Section 2.09.
2. *Other Sanctions.* If disciplinary action other than termination is taken, the President shall notify the professional thereof either by certified mail, return receipt requested, or by a hand-delivered notice.<sup>1</sup> The notice shall specify the unprofessional conduct giving rise to the disciplinary action, shall summarize the information and/or testimony (including the identities of any informant(s) or witness(es)) on which the President relied in reaching his or her decision, and shall notify the professional of the disciplinary sanction to be imposed, the effective date of the sanction, and the professional's right to appeal the action (if any) in accordance with Section 2.09.III. Except as otherwise provided by Section 2.09.II.G, the effective date of the disciplinary action and imposition of the sanction may precede the date on which the action becomes final. If the sanction is a written warning or a formal reprimand, the warning or reprimand shall accompany the notice.

## II. Disciplinary Sanctions.

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<sup>1</sup> Notice shall be deemed to have been given on the date of mailing or hand-delivery as evidenced by a postal certification form or a receipt signed by the employee. If the employee does not accept a hand-delivered notice, an affidavit signed by the person who attempted to deliver the notice shall be conclusive evidence of the date that notice was given.

The President may impose disciplinary sanctions for violations of the standards of professional conduct described in Section 2.02 (hereafter “unprofessional conduct”), including but not limited to:

- A. A written warning;
- B. A formal written reprimand placed in the professional’s personnel file;
- C. Counseling, participation in a rehabilitation program, remedial instruction, or other training to be paid for by the University or by the professional;
- D. Removal from and/or ineligibility to serve on University committees or other official University bodies for a period not to exceed one academic year (faculty) or one fiscal year (administrators);
- E. Reassignment to other professional positions or different job duties, with or without a reduction in pay;
- F. Reduction in salary or a reduction or denial of a salary increase;
- G. Suspension with or without pay not to exceed one academic year (faculty) or one fiscal year (administrators). A suspension without pay exceeding five (5) days or any other sanction resulting in a reduction in a professional’s then-current salary shall not take effect unless and until a disciplinary action becomes final; and/or
- H. Termination for cause in accordance with Section 3.09 if the nature, gravity, and/or frequency of the unprofessional conduct justifies termination.

**Progressive Discipline.** The disciplinary sanctions listed in this Section 2.09.11 need not be administered progressively. Two or more of the sanctions may be imposed concurrently. However, the severity of the sanction(s) imposed should be reasonably proportional to the nature, gravity, and/or frequency of the professional’s unprofessional conduct. Prior disciplinary actions may be taken into account in making this determination. The fact that the University has or has not imposed any of these sanctions in one situation does not set any precedent and should not be relied upon in future disciplinary situations by any employee.

### III. Appeals

#### A. Right to Appeal a Disciplinary Action

1. *Parties Who May Appeal.* Only tenured faculty members may appeal disciplinary action.
2. *Appealable Sanctions.* Sanctions which involve suspension, demotion, reassignment, reduction in salary, a reduction or denial of a salary increase or ineligibility to serve on official University bodies may be appealed as provided in the applicable appeal procedure.
3. *Terminations.* Termination proceedings shall be conducted in accordance with Section 3.09 and shall not be appealable under this Section 2.09.11.

4. *Nonappealable Sanctions.* Written warnings, formal written reprimands, and sanctions not specifically designated as appealable shall not be appealable. However, the professional may submit a written rebuttal or other response to a reprimand which shall be attached to the copy of the reprimand placed in his or her personnel file and which shall be furnished to any person to whom the University furnishes a copy of the reprimand.
5. *Final Action.* If the professional chooses not to appeal an appealable sanction, the action and sanction shall become final without further proceedings or notice to the professional. An appeal shall not stay or delay the effective date of the sanction specified in the notice of the disciplinary action.

#### **B. Appeal to a Hearing Officer**

An appealable sanction imposed by the President after a meeting with the professional in accordance with Section 2.09.I.B.2.a may be appealed to a hearing officer.

1. An appeal to a hearing officer shall be accompanied by a short and specific statement giving the reason for the appeal. The application and statement shall be filed by delivering them in writing to the office of the President within ten (10) working days of receipt of the President's decision. If an application is untimely, the appeal shall be dismissed and the action and sanction shall become final without further proceedings or notice to the professional unless the President agrees to extend the filing deadline for good cause shown.
2. After a timely application for a hearing before a hearing officer has been filed, the professional and the President shall select a hearing officer from among a panel of three individuals appointed by the Trustees. The professional and the President shall each strike one name from the list and the remaining person shall serve as the hearing officer. The selection shall be completed within five (5) working days from the date the application was delivered.
3. The cost of the hearing including the hearing officer's fee and expenses shall be borne by the University except that the professional and the University shall each be responsible for expenses incurred at their individual requests during the appeal process such as expenses for transcripts, witnesses and attorney fees.
4. The hearing shall be governed by the following guidelines:
  - a. The professional is entitled to representation by an attorney of his or her choice at his or her own expense.
  - b. The President is entitled to representation by an assistant attorney general or special assistant attorney general.
  - c. After consultation with the parties, the hearing officer shall notify them of the date, time and place of the hearing. The hearing officer shall attempt to schedule the hearing for a date no later than twenty (20) working days following his or her selection.

- d. The notice of disciplinary action and the professional's statement of the reason for the appeal shall be deemed to be the pleadings for purposes of the hearing. The President has the burdens of production and persuasion by a preponderance of the evidence with respect to the unprofessional conduct on which the disciplinary action is based. The professional has the burdens of production and persuasion by a preponderance of the evidence with respect to any mitigating circumstances, affirmative defenses, counterclaims or new matter asserted in the statement of the reason for the appeal. No evidence may be admitted at the hearing, which is not relevant either to the bases for the disciplinary action and/or sanction set forth in the notice or to an assertion in the statement of the reason for the appeal. The hearing shall be electronically recorded.
  - e. As promptly as possible after the hearing, the hearing officer shall make findings of fact and conclusions and prepare a decision. If the hearing officer concludes that the professional engaged in unprofessional conduct, he or she may recommend the same, or a greater or lesser sanction than that imposed by the President. The hearing officer's decision shall be deemed to be an initial decision for purposes of review.
5. The hearing officer shall transmit his or her initial decision, findings of fact and conclusions together with the record of the hearing (including the electronic recording) to the chairman of the Board of Trustees. Within five (5) working days thereafter, the chairman of the Board of Trustees shall transmit copies of the initial decision, findings of fact and conclusions to the President and the professional by certified mail, return receipt requested. The postal certification form shall be conclusive evidence of the date of mailing.
  6. Either party may appeal the hearing officer's initial decision to the Trustees. The notice of appeal together with a statement of the party's specific exceptions to the hearing officer's initial decision must be received by the chairman of the Board of Trustees within fifteen (15) working days after the date on which the decision was mailed to the parties unless the chairman of the Board of Trustees extends the filing deadline for good cause shown. If the parties choose not to appeal or if the notice(s) of appeal are not timely filed, the initial decision of the hearing officer shall become the final decision of the Trustees without further proceedings or notice to the parties.
  7. If either or both parties file timely notices of appeal, the Trustees shall, at their convenience, review and take action on the hearing officer's initial decision.
  8. The disciplinary action and sanction (or any modification(s) thereof) shall become final if and when it is adopted in the final decision of the Trustees.
  9. An order by the Trustees remanding an appeal to the hearing officer for such further proceedings as the Trustees may direct is not final action by the Trustees and is not subject to judicial review.
  10. A final decision by the Trustees affirming, setting aside or modifying the hearing officer's initial decision is subject to such judicial review as may be provided by law. Judicial review shall not delay or stay the enforcement of any disciplinary sanction unless the court orders otherwise.

11. The President may, at any time before a final decision is issued by the Trustees, rescind any disciplinary action or sanction by notifying the professional in writing that the action has been rescinded. In such event, any hearing or review proceedings pending with respect to that disciplinary action shall cease.

## Section 2.10 Temporary Suspension During the Pendency of Termination, Disciplinary, or Criminal Proceedings

### I. Definition

Suspension during the pendency of termination, disciplinary, or criminal proceedings is a temporary measure meant to protect faculty, staff, students, or the University. A temporary suspension imposed under this Section 2.10 is not itself a disciplinary sanction.

### II. Grounds

Professional personnel may be temporarily suspended with full pay and benefits if the President has reasonable cause to believe:

- A. That an individual poses a threat to the physical or psychological well-being of members of the University's faculty, staff, or student body; or
- B. That the presence of an individual on campus threatens to impair or disrupt the University's teaching, administrative, or other functions; and
- C. The individual: (a) has engaged in conduct that justifies termination for cause under Section 3.09.I.A; or (b) has engaged in unprofessional conduct as defined in Section 2.02; or (c) has violated other University or Trustee policies intended to protect the health, safety, welfare or legal rights of the University's faculty, staff, or student body or adopted to facilitate compliance with the University's legal obligations (e.g. Trustee or University sexual harassment policies); or (d) has been charged by law enforcement authorities with a felony criminal offense that reflects adversely on his/her fitness as an employee.

### III. Procedures

- A. Summary Suspension. If the President reasonably believes that an individual poses an *imminent* threat to the physical or psychological well-being of the University's faculty, staff, or student body or of *substantially* impairing or disrupting the University's functions, the President may summarily suspend the individual for a maximum of thirty working days. Notice of summary suspension may be given by any practicable means. No more than five (5) working days after an individual has been summarily suspended, the individual shall be given notice of the reasons that the President believes the summary suspension is justified.
- B. Temporary Suspension. Before an individual is temporarily suspended, the individual shall be given written notice of the proposed suspension and the reasons that the President believes the temporary suspension is justified under this Section 2.10. Notice shall be given by certified mail, return receipt requested, or by hand delivery. Notice shall be given at least ten (10) working days prior to a meeting in which the individual has an opportunity to meet with the President to contest the reasons justifying the suspension, present information regarding mitigating circumstances or affirmative defenses, or otherwise explain his/her conduct. The individual may submit a written response to the President before the meeting. The meeting shall be conducted in accordance with Sections 2.09.I.B.2.b.i-iv. Within ten (10) working days



after the meeting, the President shall either: (i) suspend the individual; or (ii) rescind the suspension. Notice of the President's decision shall be given to the individual either by certified mail, return receipt requested, or by hand delivery.

#### IV. Duration of Temporary Suspensions

- A. The duration of the temporary suspension shall be during the pendency of a disciplinary or similar proceeding until: (i) the President or applicable University body decides that the individual did not engage in unprofessional or prohibited conduct; or (ii) the effective date of any disciplinary or other sanction imposed under Section 2.10.III or other University or Trustee policy; or (iii) the date the individual successfully appeals the disciplinary or other sanction, whichever is applicable.
- B. The duration of the temporary suspension shall be during the pendency of a termination proceeding until: (i) the effective date of the termination; or (ii) a decision of the hearing officer recommending that the individual should not be terminated, whichever is applicable. If the hearing officer does not recommend termination, the individual shall be reinstated pending an University appeal to the Trustees, if any. See generally Sections 3.09.III.C and 3.09.IV.B.
- C. The duration of the temporary suspension shall be during the pendency of a criminal proceeding until the final disposition of the criminal charge(s) by the criminal justice system (excluding non-interlocutory appeals). If the University subsequently commences termination proceedings against the individual based on conviction of the felony or acceptance of a guilty plea or a plea of *nolo contendere* to a felony, the suspension may be extended during the pendency of the termination proceeding by following the procedures set forth in subsection IV.B of this Section 2.10.
- D. The President, in his or her sole discretion, may rescind a temporary suspension at any time.
- E. Except as otherwise provided by law or regulation, salary and benefits shall remain in force for the duration of any temporary suspension.

## Section 2.11 Grievances and Complaints Among Professionals

It is the objective of these procedures to provide for the prompt and satisfactory resolution of grievances and complaints among professionals.

### I. Definitions

- A. **Grievance:** a written allegation by an affected professional that there has been a violation, misinterpretation, or improper application of written policies of this *Handbook* or the Trustee-approved written policies and procedures of the University. This procedure does not apply to disciplinary actions, dismissal, nonrenewal, suspension, reassignment of administrative or administrative/regular personnel to other exempt University positions, termination of administrative personnel and non-tenured faculty members, adverse tenure recommendations, denials of tenure, failures to acquire tenure for other reasons, denials of promotion, or disputes concerning annual professional development plans, comprehensive evaluation plans, or post-tenure performance improvement plans and reevaluations. Allegations of discrimination on the basis of age (40 and over), color, disability, gender identity, genetic information, military or veteran status, national origin, race, religion, sex or sexual orientation are to be handled according to the Anti-Discrimination Policy developed by the University and approved by the Trustees (*Handbook*, Appendix L).
- B. **Complaint:** a claim by an affected professional of improper, unfair, or arbitrary treatment that does not meet the criteria for grievance specified above and is not a matter for which an alternate method of review is prescribed.
- C. **Grievant:** an affected professional who alleges the grievance.
- D. **Complainant:** an affected professional who alleges the complaint.
- E. **Respondent:** the person or persons who may be named as having caused or contributed to the action alleged in the grievance or complaint.
- F. **Notice of Grievance:** the written allegation initiating the grievance process (Step I) using the notice of grievance form (Appendix A).
- G. **Notice of Complaint:** the written allegation initiating the complaint process using the notice of complaint form (Appendix B).
- H. **Grievance Committee(s):** an organized group of faculty members or other professionals or both with responsibilities for advising the grievant and assisting the grievance process. The committee(s) may monitor the grievance process, may study specific grievances, may assist or counsel the grievant, and may make judgments or recommendations on the merits of a grievance. The University may have more than one grievance committee to serve different professional groups. The number of committees, the size of the committees, the method of selection and replacing members, and the function of the committees are to be determined by the University and approved by the Trustees. Grievance committees are not a part of the formal grievance process and may not interrupt or modify the time limits specified in these

procedures. This restriction can be met best if the committees enter the grievance process between the informal procedure and Step I of the formal process.

- I. **Time Limits:** the number of days specified for each step of the formal grievance procedure, not including Saturdays, Sundays, holidays, University vacation days, or days when the University is not in session and holding classes.
- J. **Extension of Time Limits for Grievances:** an increase in time limits approved by written consent of the grievant or by the hearing officer if good cause exists to extend the time.
- K. **Extension of Time Limits for Complaints:** an increase in the time limits approved by written consent of the complainant or by the chair of the complaint resolution panel if good cause exists to extend the time.

## II. Informal Resolution of Complaints and Grievances

- A. The most satisfactory procedure for resolving complaints lodged by one professional against another is informal discussion between the complainant and the respondent. It is expected that good faith discussions will precede the initiation of a formal complaint and that the assistance of appropriate department heads, administrators or fellow professionals will be enlisted to facilitate the identification of problems and solutions as well as reconciliation of differences. A formal complaint should be lodged only in the event that informal resolution is deemed to be unattainable.
- B. The most satisfactory procedure for resolving personnel problems is informal discussion between an affected professional and appropriate administrators. It is expected that such discussions will precede the initiation of the formal grievance procedures described by these policies. Affected professionals, chairs and directors, deans, vice presidents, and, if necessary, the President, should reason together to identify problems, to develop understanding, to reconcile differences, and, if appropriate, to redress grievances.

## III. Complaints among Professionals

- A. **Basis for Policy.** Any complaints lodged by one professional against another will be handled through procedures and criteria developed and administered by the professionals through University governance structures.
- B. **Intent.** This policy is intended to provide confidential, fair and neutral means for resolving disputes among professional employees of the University through informal mediation or, if informal mediation proves unsuccessful, through a formal proceeding.
- C. **Application.** This policy applies to all professional personnel (as defined by Section 2.03) employed by the University and is limited to disputes not governed by Trustee, University, state, or federal policies, procedures and regulations.

#### IV. Complaint Resolution Panel and Complaint Hearing Committees

- A. **Complaint Resolution Panel.** The complaint resolution panel will be constituted for the purpose of providing individuals to serve on complaint hearing committees. A panel of eight individuals, including four faculty and four non-faculty, exempt professionals shall be selected annually by the faculty senate and the mid-manager's council, respectively. The members of the panel will be selected during the spring term and will be impaneled on July 1 and shall elect its chair from among its members at its first meeting of the year.
- B. **Complaint Hearing Committee.** A complaint hearing committee composed of three individuals from the complaint resolution panel will hear complaints which cannot be informally resolved.

The members of a complaint hearing committee will be selected from the membership of the complaint resolution panel as follows: (a) the names of five members of the complaint resolution panel will be drawn by lot, (b) the complainant will remove one name from the list, (c) the respondent will remove one name from the list (d) the remaining three names will constitute the complaint hearing committee. The complaint hearing committee will elect one of its members to serve as the hearing officer, the individual who will make arrangements for and conduct the hearing.

#### V. Formal Complaint Process

- A. **Notice of Complaint.** A formal complaint is initiated by filing a notice of complaint with the President and providing the respondent with a copy of the notice within thirty (30) days of the occurrence giving rise to the complaint or within thirty (30) days of the date on which the complainant knew or should have known of such occurrence.

A notice of complaint shall include the following information: name of the complainant; name of the respondent; date(s) of the actions alleged to have occurred; actions which are claimed to have constituted improper, unfair, or arbitrary treatment; specific information intended to substantiate the claims; and specific redress sought.

A hearing shall be held if and only if all of these items are provided in the notice of complaint.

- B. **Formation of Complaint Hearing Committee.** Upon receiving the notice of complaint, the President shall determine whether the notice is timely, and whether the complainant and the respondent have attempted an informal resolution. If these conditions are met, the President will activate a complaint hearing committee, as described in Section 2.11.IV.B.
- C. **Complaint Hearing.** The hearing officer shall contact the complainant and the respondent and any other parties whose testimony the complaint hearing committee deems necessary and shall schedule hearings for the purpose of gathering relevant information.

The complaint hearing committee shall conduct its hearings in the presence of the complainant and the respondent; however, failure of the complainant or respondent to appear at a scheduled hearing shall be deemed to have been voluntary on the part of the absent party and will not delay the proceedings. The complainant and the respondent may be accompanied

by one adviser who may also be present during the hearings. Witnesses and other parties will be present only when they are giving testimony.

Hearings are not judicial and need not be conducted in accordance with rules of law. All parties present during hearings shall conduct themselves civilly and shall defer to the hearing officer, who shall determine the order in which individuals are permitted to speak and to ask or answer questions.

D. **Complaint Hearing Committee Report.** After hearing relevant testimony and reviewing pertinent evidence the complaint hearing committee shall prepare a written report of its findings and recommendations. The report shall include:

1. A copy of the notice of complaint and the respondent's response to the notice.
2. A summary of the committee's findings of fact, based on the preponderance of testimony and evidence brought before the committee.
3. Recommendations on actions to be taken, if any are deemed necessary and appropriate, to resolve the complaint. In making its recommendations, the complaint hearing committee should consider, but need not restrict itself to, the measures of redress specified by the complainant. The recommended measures must comply with all applicable policies, procedures, laws and regulations of the University, the Board of Trustees, the State of Colorado, and the federal government.

The hearing officer will transmit the committee's report to the President and will also provide copies to the complainant and the respondent.

E. **President's Decision.** The President will review the report of the complaint hearing committee and determine the measures to be taken to resolve the complaint, if any are recommended. The President may return the report to the committee if he or she believes that the committee failed to consider all of the relevant information pertaining to the complaint. Upon finding that all relevant information was considered, the President shall accept or reject each of the committee's recommendations. The President shall only take actions which were recommended by the committee (i.e., the President shall not develop actions of her/his own).

The President shall notify the complainant and the respondent of the actions to be taken, if any. The President's decision is final.

F. **Withdrawal of a Complaint.** A complaint may be withdrawn at any time by filing a written withdrawal with the President and providing a copy to the respondent. Any settlement, withdrawal, or agreement reached at any stage of the complaint process shall be reduced to writing.

## VI. Formal Grievance Process

The formal grievance process consists of three sequential steps.

- A. **Step I: Review by Line Administrator.** In the event a grievance is not resolved through informal discussion and negotiation, the grievant may file a formal written grievance using the Notice of Grievance form. Such written grievance shall be submitted to the Step I administrator, who is the line administrator below the level of vice president (dean, chair, or director) to whom the grievant is assigned.

The notice of grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance or within thirty (30) days of the date on which the grievant knew or reasonably should have known of such occurrence, whichever is later; or, if the grievance is of a continuing nature, at any time. Any grievance not filed in accordance with the time limits specified shall be deemed waived by the grievant.

If the grievance was timely filed, the first responsibility of the Step I administrator shall be to determine whether the allegation stated in the Notice of Grievance conforms to the definition of grievance and is a proper issue for review. If the Step I administrator determines that the grievance does not meet the criteria of the definition, that administrator shall so inform the grievant in writing specifying the deficiencies of the grievance as submitted. The grievant then has three alternatives:

1. to refile the grievance at Step I within another five (5) days to correct technical deficiencies;
2. to file a new grievance at Step I to meet the criteria of those policies; or
3. to appeal the disqualifying decision to Step II (only).

The Step I administrator shall investigate the grievance and shall have ten (10) days after receipt of the Notice of Grievance to attempt to resolve the grievance and to respond in writing to the grievant.

The response shall report findings and recommendations of the Step I administrator.

- B. **Step II: Review by the President or Designee.** If a satisfactory resolution is not achieved at Step I, the grievant may, within five (5) days after receipt of the response from the Step I administrator, submit a written appeal to the President or person regularly designated to receive the recommendations at Step II. The designee may not be a respondent and must have been delegated the authority to implement or reject the action recommended to resolve the grievance. If the notice of grievance formally names the President as respondent, the chairman of the Board of Trustees will replace the President or designee in the proceedings of Step II.

The President or designee will receive and review the report of the Step I administrator. The President or designee must make a disposition of grievance and shall transmit a decision in writing to the grievant, the respondent, if any, and the Step I administrator within five (5) days after receipt of the report of the Step I administrator.

- C. **Step III: Review by Hearing Officer.** If the grievance is not suitably resolved at Step II, the grievant may request a hearing before a hearing officer. A letter of application for a hearing is timely if it is delivered in writing to the office of the President or the chairman of the Board of

Trustees if the President is named as a respondent, within ten (10) days after receipt of the written decision of Step II from the President or designee.

Upon receipt of a timely application for a hearing before a hearing officer, the grievant and the President shall select a hearing officer from a panel of three individuals appointed by the Trustees. The grievant and the President shall each strike one name from the list and the remaining person will serve as hearing officer. The selection shall be made no more than five (5) days after the receipt of the request for a hearing before a hearing officer.

The hearing before the hearing officer will be governed by the following procedures:

The hearing officer shall set a date for a hearing to be held as soon as practicable and shall give notice of the date, place, and time of the hearing to the grievant, the respondent, the President, and the chairman of the Board of Trustees. The proceedings before the hearing officer will be recorded by a court reporter or by an electronic recording device. The hearing officer shall hear relevant testimony from the grievant, the respondent(s), if any, or the University and their witnesses and shall receive relevant documents into evidence.

Promptly after the hearing, but not more than fifteen (15) days after the conclusion of the hearing, the hearing officer shall report findings of fact, conclusions, and recommendations. The report shall be transmitted promptly by the hearing officer to the grievant, to the respondent, if any, to the President and to the chairman of the Board of Trustees.

The Trustees have the responsibility for disposition of the grievance following receipt of the report of the hearing officer. The Board may accept the recommendations of the hearing officer, may honor the claim of the grievant, may support the initial action of the University, may accept alternative recommendations proposed by the President, or may take such other action as it deems appropriate.

#### **D. Terms and Processes Applicable in All Three (3) Steps.**

1. *Pursuit of Grievance.* Except as specified below, all the steps of the formal grievance process must be followed.

Failure to answer a grievance in writing at any step shall be considered a denial of the allegation claimed in the grievance. A grievant may appeal an unanswered grievance directly to the next step of the formal process.

The grievant also has the prerogative to pursue to the next step a grievance that has not been satisfactorily resolved. Failure by the grievant to give written notice of appeal to the next step within the specified time limits shall be regarded as intent not to proceed and the process shall be terminated and the case closed with a written explanation for the closing attached to the case file. The explanation shall be written jointly by the persons responsible for the administration of the last active step and the next step.

A grievance may be withdrawn at any time by the grievant by filing a written withdrawal with the individual responsible for the step of the process that is active at the time.

2. *Timeliness.* Disputes about whether time limits for filing appeals and conducting investigations have been met may be appealed only to the next step in the formal process.
  3. *Precedent.* Any settlement, withdrawal, or disposition of a grievance at any step of these procedures shall not necessarily affect the settlement of similar grievances.
  4. *Reducing agreements to writing.* Any agreements reached at any step of the process must be reduced to writing.
  5. *Approval of agreement.* All written agreements approved by the President or at Steps I or II are final, except for those matters for which only the Trustees have or assume final authority.
  6. *Scope of investigation by the hearing officer.* When the hearing officer finds that the grievance involves a decision for which a formal University review and recommendation process is prescribed and that process requires participation by faculty committees, the hearing officer shall limit the investigation to a determination of whether the prescribed formal review and recommendation process has been followed.
  7. *Representation during the grievance process.* The grievant may select a colleague who is not an attorney to observe and to advise at any step during the grievance process.
  8. *Burden of proof.* The burden of persuasion rests upon the grievant with regard to any assertion contained in notice of grievance.
  9. *Costs.* Cost for the hearing officer procedure, including the recording of the hearing, shall be borne equally by the grievant and the University except that the grievant and the University shall each be responsible for expenses incurred at their individual requests during the grievance process, such as the expenses for transcripts, witnesses, and attorneys.
  10. *Retribution.* No retaliation shall be taken against a professional because of the filing of a grievance.
- E. **Function of the Grievance Committee(s):** The functions of the grievance committee(s) are to be determined by the University and approved by the Board of Trustees. The committee(s) may make judgments and recommendations, may counsel and advise the grievant, and may monitor the grievance process. The time limits specified in these procedures may not be interrupted or modified by the activities or actions of the grievance committee. The grievant shall not be obligated to consult with or use the services of the grievance committee, in which case the decision transmitted in Step II of the process shall be final.

## VII. Grievance Files

The record of each grievance and its disposition shall be filed with the personnel records of the grievant.



**VIII. Reports**

Annually in September, the President shall submit to the Trustees a report that summarizes the nature and disposition of all grievances filed that year. The report shall be kept in a central location and shall be available to all professional personnel.

**Chapter 3 Employment Policies for Instructional Personnel**

**Section 3.01 Teachers Oath or Affirmation of Allegiance**

- I. The following procedures are prescribed by the Trustees in accordance with §22-61-104, C.R.S.
  - A. The oath or affirmation shall be administered to all persons employed by the University in teaching positions regardless of the length of the employment period. This shall be construed to include all ranked and unranked personnel, graduate assistants, and any other persons engaged in teaching, whether on campus, extension, or correspondence, and whether for credit or non-credit.
  - B. Any person temporarily employed to teach who is a citizen of a nation other than the United States shall not be required to take the oath or affirmation.
  - C. The oath or affirmation shall be administered before entering upon teaching duties.
  - D. The oath or affirmation shall be in writing. Only one copy of the form is required and that copy shall be retained by the University as part of the employee's personnel file. It needs to be administered only once. The one copy on file shall be good indefinitely (or until such time as the law is changed).
  - E. The oath or affirmation shall be administered by any person authorized to administer oaths in the State of Colorado. This includes judges, court clerks, and notaries public.

II. Teacher's Oath or Affirmation

State of Colorado     )  
                                    ) §  
 County of Gunnison    )

I solemnly (swear) or (affirm) that I will uphold the Constitution of the United States and the Constitution of the State of Colorado, and I will faithfully perform the duties of the position upon which I am about to enter.

Signed\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_

My commission expires \_\_\_\_\_  
(Date)

**Section 3.02 Faculty Personnel Advisory Committee**

The University shall establish a Faculty Personnel Advisory Committee (FPAC), whose membership and governance shall be determined by the constitution and by-laws of the University's Faculty Senate. FPAC shall make recommendations to the President on individual faculty applications for:

1. sabbatical leaves
2. tenure
3. promotion in rank
4. emeritus status

FPAC, in conjunction with the Faculty Senate, may also make recommendations to the administration on policies and practices concerning full-time and part-time faculty, including but not limited to:

1. evaluation of faculty
2. sabbatical leaves
3. retention and non-retention of probationary personnel
4. tenure review
5. promotion in rank
6. emeritus status

## **Section 3.03 Standards of Performance for Faculty**

### **I. Professional Responsibilities**

Faculty members of the University shall perform in a manner consistent with individual performance plans.

Professional responsibilities for faculty include, but are not limited to: academic responsibilities, responsibilities to students, responsibilities to colleagues and staff, responsibilities to University, and responsibilities as citizens and are outlined in Section 2.02.

### **II. Office Hours for Faculty**

Faculty members shall schedule regular office hours for consultation with individual students. The minimum number of office hours per week is five hours. Office hours will be announced to classes, posted, and made available in appropriate academic offices.

### **III. Advising**

Academic advising is one of the most important services that may be provided for students at the University. Faculty members are expected to advise students as assigned and be available for advising new and returning students during registration.

### **IV. Course Load for Faculty**

The normal teaching load for faculty is 24 semester credits per academic year. This load is usually distributed 12 semester credits per semester. However, by mutual agreement between the faculty member and the University, the load may be spread over two semesters and the summer term or mini-terms. Subsection V of this Section 3.03 provides policies pertaining to circumstances that deviate from the normal teaching load as defined above.

In addition to their teaching load, faculty members shall prepare for classes, evaluate students' performance, confer with students, and participate in committee work, professional development, and other appropriate professional activities. Full-time faculty members are expected to devote at least 40 hours per week during the academic year to meeting their teaching, advising and other obligations.

Granting requests for reallocated loads for research, university service, other scholarly activities, or curriculum-related activities outside of actual teaching assignments is the prerogative of the academic unit and must be approved by appropriate administrative officers acting under the authority of the President.

The normal calculation for a full-time equivalent load for part-time faculty members employed on a per credit basis should be no less than 15 credits per semester.

Full-time temporary faculty workload will vary depending upon departmental needs for committee assignments or advising.

For purposes of calculating sick leave used, a faculty member who has a 1.0 FTE contract is considered to be working five days per week for each week of the academic year, holidays and official University breaks excepted. The number of workdays per week for faculty members on less than 1.0 FTE contracts will be prorated accordingly. "Official University breaks" means periods designated in the published academic calendar during which classes are not held and which occur between the start and end dates of employees' academic year contracts.

## V. Overloads

The normal teaching load for full-time tenured and probationary faculty members is 24 semester credits per academic year. It is the intent of this policy to establish guidelines and procedures to deal with circumstances that deviate from that norm. More specifically, this policy addresses circumstances in which a faculty member teaches more than 12 semester credits in a single semester.

### A. Overload Types

1. *Administrative-Initiated Overloads.* Those overloads that occur when an administrator (chair, director or academic officer) requests that a faculty member teach a formal course outside the normal teaching load (perhaps because of unusual student demand or the illness or sudden resignation of a faculty member or some other such emergency).
2. *Faculty-Initiated Overloads.* Those overloads that occur when a faculty member initiates a request to teach a formal course (in response to student demand or need, or perhaps to test a new course) and volunteers to do so outside the normal teaching load.
3. *Independent Study / Internship Overloads.* Those overloads that occur when a faculty member accommodates student interests and needs and/or departmental or University policies by supervising students, either singly or in a group where all are studying the same material or engaging in the same project or activity, outside a formal course setting.

### B. General Principles Governing Overloads

1. Reasonable and occasional overloads provide a service to the academic community, but excessive or frequent overloads have a negative effect on the quality of instruction and thus are ultimately a disservice both to the students taking courses from the faculty member involved and to the academic community as a whole.
2. Curricular innovation should generally not be accomplished through overloads.
3. Independent study / internship overloads should not be used, except in extraordinary circumstances, to replace academic work which is part of the University's regular curricular offerings.

### C. Policies

1. *Administrative-Initiated Overloads.* The standard should be no more than one three-semester-credit course per academic year, and the same faculty member should not teach

such an overload in two consecutive years. The faculty member should be compensated as follows: the teaching load should be adjusted downward by an equal number of credits at the first opportunity (if possible, the next term); but, if that is not done, the faculty member will be compensated at the rate listed in the salary plan.

2. *Faculty-Initiated Overloads.* No faculty member should be permitted to teach more than one course as a faculty-initiated overload in any single term. Further, a faculty-initiated overload should not be taught in any term during which that faculty member is teaching any other type of overload. Faculty-initiated overloads must be approved by the faculty member's chair or director and the vice president for academic affairs. While no subsequent teaching load reduction or extra remuneration should result from this type of overload, a faculty member's initiative and contribution should be acknowledged and may be considered as university service in performance evaluations.
3. *Independent Study / Internship Overloads.* Compensation, if any, is handled at the discretion of the academic department or program, in consultation with the vice president for academic affairs.

## Section 3.04 Faculty Rank

### I. Ranks for Probationary and Tenured Faculty

- A. **Ranks.** The ranks for probationary and tenured faculty shall be assistant professor, associate professor, and professor.
- B. **Qualifications for Academic Rank.** The requirements for academic rank shall be applied to faculty being considered for initial appointment or for promotion in rank.
1. *University Teaching Experience.* At each rank a faculty member must have the minimum number of years of university teaching experience specified below. The teaching experience need not be at the University.

<u>Rank</u>	<u>Minimum University Teaching Experience</u>
Assistant Professor	No Minimum
Associate Professor	Five Years
Professor	Eight Years

2. *Educational and Experiential Qualifications.* The doctoral degree or an appropriate terminal degree is the appropriate educational qualification for most academic fields and is normally required for the rank of associate professor and professor. A *doctoral degree* is an earned doctorate from an accredited institution. A master's degree plus an additional 30 semester credits of appropriate post-master's degree work is the normally required educational qualification for rank of assistant professor.

The University shall submit for Board approval the degree requirements and non-teaching work experience requirements to be used as criteria for academic rank in those fields for which the normal requirements specified above are not appropriate.

The President is delegated the authority to make exceptions to the normally required educational and experiential qualifications presented in this subsection in order to hire individual faculty members.

### II. Ranks for Temporary Faculty

Ranks for use by the University for temporary faculty are adjunct professor, instructor, graduate instructor, lecturer, senior lecturer, visiting assistant professor, visiting associate professor, visiting professor, graduate assistant, and faculty assistant.

- A. *Adjunct Professor.* The rank of adjunct professor is used to appoint as members of the faculty individuals who possess training and experience useful to a University program through service on advisory committees, supervision of student interns, and similar activities. Adjunct professors may teach on an honorarium basis, but normally do not receive a stipend nor fringe benefits from the University.

Appointment as adjunct professor should be made only when a reasonably strong and continuing relationship between the individual and the University can be established.

Board approval is not required for adjunct appointments.

The University shall maintain a current roster of all individuals holding the rank of adjunct professor.

- B. *Instructor, Graduate Instructor, Lecturer, Senior Lecturer, Visiting Assistant Professor, Visiting Associate Professor, and Visiting Professor.* These ranks may be used in the appointment of faculty for temporary assignment with the University.
- C. *Other Titles for Academically Related Appointments.* Educational efficiency or effectiveness may require the appointment of persons in supportive roles to the faculty, even though the support personnel may not have the educational or experiential qualifications for appointment as a ranked faculty member. The title "graduate assistant" shall be used to identify such persons if they are graduate students and the title "faculty assistant" shall be used for those who are not. The minimum degree requirement for such assignments shall be the baccalaureate degree. All such appointments shall be specified as temporary in nature.
- D. *Joint Appointments.* Joint appointments are used to appoint to the faculty of the University an individual who is employed on a full-time or part-time basis by another university or university in order to give professional status in more than one institution. The rank that is to be awarded shall be the same as for a regular faculty member based on education and experience. The individual with a joint appointment may or may not receive payment for the services rendered to the University, depending upon the inter-institutional arrangements for the exchange.

The initial appointment shall be made for one year following the examination of credentials to assure that the faculty member meets the same professional qualifications as the regular faculty appointments at the University. The appointments will be renewed annually and reappointments made as long as the cooperating institutions desire to continue the arrangement. Joint appointments may be terminated unilaterally by the appointee or the University following formal notice by one to the other. These appointments are not regular positions and, therefore, do not provide the due process protection associated with regular faculty status.

### **III. Emeritus Status for Retiring Faculty and Administrators**

The University may recommend an honorary title (emeritus) for a retired faculty member or administrator. Emeritus status shall not be automatically conferred on all retirees, but rather shall be based on high standards of professional performance and committed service to the University over an extended period.

The criteria and procedures to be used by the University in identifying qualified individuals are specified in Section 2.08.



#### **IV. Exceptions**

All recommendations for appointments that do not use the ranks specified in this Section 3.04 shall be submitted to the Board for special consideration. This applies both to honorific appointments and appointments-for-pay.

#### **V. Transfer from Faculty to Administrative Positions**

Rank held at the time of an administrative appointment shall be retained.

#### **VI. Relation of Academic Rank to Professional Status**

Administrators and temporary personnel may hold academic rank if qualified and if there is justification for awarding such rank. However, the procedure applicable in the case of termination is to be determined solely by professional status and not by academic rank.

## Section 3.05 Faculty Tenure

### I. General Principles

Tenure is granted by the Trustees to reinforce the concept of academic freedom as stated in Section 2.01 of this *Handbook*. An award of tenure is not a right but a privilege, which must be earned by faculty members on the basis of their performance during a probationary period as evaluated by their peers, academic administrators, the President and the Trustees. Tenure cannot be acquired automatically by length of service. Tenure is granted and may be acquired only by an affirmative vote of the Trustees after receipt of an application for tenure and a favorable recommendation from the President. The decision to grant tenure is committed to the Trustees' sole discretion. Faculty members who have been awarded tenure by the Trustees may be terminated from the University and the department, program area, or other similar academic unit in which they are employed only for cause or due to reduction in force as specified in Section 3.09 of this *Handbook*.

- A. The vice president for academic affairs will be responsible for notifying probationary faculty who are eligible to apply for tenure of the deadlines for tenure applications.
- B. Faculty members may seek tenure if qualified, according to subsection II below by a written request to the vice president for academic affairs for a tenure review.
- C. For each year of the probationary period faculty members will undergo a comprehensive evaluation of probationary faculty. These reviews shall fully and formally address the current status of the faculty member with respect to all of the criteria for tenure.
- D. The candidate is solely responsible for ensuring that his or her tenure file is consistent with the above requirements and is complete before it is forwarded to FPAC for consideration.

### II. Eligibility

- A. **Contract type.** Only full-time faculty members on probationary contracts may apply for tenure. Faculty members on temporary contracts (whether full or part-time) are not eligible for tenure. Except as provided in Section 3.05.VIII, administrators and other non-instructional personnel are not eligible for tenure. Athletic coaches are not eligible for tenure as coaches. However, full-time faculty members on probationary contracts who are assigned coaching duties may acquire tenure as faculty members. A grant of tenure to these faculty members shall not create any rights, privileges, entitlements or expectations of retention with respect to the recipients' coaching assignments.
- B. **Rank.** Only faculty members who hold the academic ranks of assistant professor, associate professor or professor are eligible for an award of tenure.
- C. **Probationary period.** The probationary period shall be five years, which is defined as five consecutive, full-time, annual probationary contracts. Temporary contracts and summer contracts shall not be included in the probationary period. Academic years during which probationary faculty members are on sabbatical leaves, professional development leaves, leaves without pay, or administrative leaves of one or more semesters' duration or are

employed as administrators for one or more semesters shall not be included in the probationary period. However, exclusion of such academic year(s) from the probationary period shall not make the preceding and succeeding annual probationary contracts nonconsecutive.

Except in cases of termination due to a reduction in force, probationary faculty members who resign or are nonrenewed during their probationary periods shall serve new five year probationary periods if they are subsequently rehired on probationary contracts.

Nothing in this section or elsewhere in this *Handbook* shall or shall be construed to prohibit or otherwise limit the nonrenewal or dismissal of probationary faculty members during their first through fourth probationary contracts or, for cause or due to a reduction in force, during their fifth probationary contracts.

### III. Terminal sixth year contracts

- A. Terminal sixth year contracts shall be offered to all probationary faculty members who have not been awarded tenure by the Trustees during their fifth probationary contracts. This includes probationary faculty members who were not awarded tenure because they were ineligible for tenure, failed to apply, or failed to meet University tenure application deadlines.
- B. Terminal sixth year contracts shall be for a term of one academic year, shall be nonrenewable and, barring a successful appeal of an adverse tenure decision, shall be automatically nonrenewed at the end of the contract term. Notwithstanding Section 3.09.II, notice of nonrenewal need not be given to nonrenew faculty members' terminal sixth year contracts.
- C. Faculty members employed under terminal sixth year contracts shall be ineligible to apply or reapply for tenure.
- D. Faculty members employed under terminal sixth year contracts may be dismissed for cause or reduced in force during their contract terms in accordance with Sections 3.09.I, III and IV. However reinstatement due to administrative or judicial reversal of the dismissal or reduction decision shall be limited to the unexpired portion of the contract term unless the President, in his or her discretion, chooses to reinstate the faculty member for a longer term not to exceed one academic year. If a reduction in force is necessary, faculty members who have accepted terminal sixth year contracts shall be reduced before all other full-time faculty members (probationary and tenured) in their program areas and shall not have any retention rights under Section 3.09.I.C.

### IV. Immediate and Early Tenure

- A. **Immediate tenure.** The Trustees, in their sole discretion, may award tenured contracts to new, full-time faculty appointees if the faculty members are being appointed to tenurable ranks and meet either of the following criteria:
  - 1. The appointees were previously tenured at regionally accredited, baccalaureate-granting institutions of higher education *and*, after consultation during the search process, receive a recommendation of the tenured faculty of the affected faculty body designated by the University to make tenure recommendations; *or*

2. The appointees have achieved recognized, outstanding distinction in public service or the private sector *and*, after consultation during the search process, receive a recommendation of the tenured faculty of the affected faculty body designated by the University to make tenure recommendations.

Immediate tenure will not be awarded to new appointees unless it is recommended by the President at the time their appointments are recommended to the Trustees.

- B. Early tenure.** Probationary faculty members who meet the minimum eligibility qualifications enumerated in Sections 3.05.II.A and B may be awarded early tenure during their second through fourth probationary contracts. Early tenure applications shall be submitted and considered in accordance with the same criteria, policies, procedures and timetables applicable to other tenure applications as specified in Section 3.05.V with the following exceptions:

1. At the candidate's discretion, up to three (3) years service in tenurable ranks and positions (as defined in Section 3.05.II.A and B) at other regionally-accredited, baccalaureate-granting institutions of higher education will be considered in evaluating candidates' performance. Such years will normally be acknowledged in writing as part of the University's offer of employment to the candidate. The consideration of such years shall not guarantee the awarding of early tenure.
2. Unsuccessful early tenure candidates may not reapply for tenure until the fifth year of their probationary period. Denial of early tenure applications shall be final, unappealable and nongrievable. Nothing in this subsection or elsewhere in this *Handbook* shall or shall be construed to prohibit or otherwise limit the discretionary nonrenewal of probationary faculty members who have applied for early tenure.

- V. Application, Review, and Recommendation.** The criteria, policies, procedures and timetables for the tenure application, review, and recommendation process shall be as follows:

- A.** Candidates' performance shall be evaluated in the categories of instruction, professional activity, and university service. Instruction shall be the highest-weighted category but outstanding teaching alone will not be sufficient to justify tenure. The performance evaluations for the entire probationary period of the tenure candidate will be utilized. Qualities that should be characteristic of all faculty members include but are not limited to involvement in and contribution to the University community; responsible mentoring of students; cooperative interaction with other faculty members; practicing respectful and civil discourse; and the demonstrated commitment and ability to make a continuing contribution to the University's academic role and mission.
- B.** The tenure recommendation presented to the President by the vice president for academic affairs must therefore consider the following:
1. The University's need for a faculty member with the educational background, experience, and other qualifications presented by a candidate for tenure. A candidate's academic expertise and interests should benefit the discipline as well as the educational offerings of the University.

2. The candidate's possession of the minimum eligibility qualifications.
  3. The results of evaluations of the candidate during the probationary period. A candidate for tenure must have demonstrated effectiveness consistent with the standards of performance for instruction, professional activity, and university service set forth in the University's faculty evaluation policy and must demonstrate strong performance in these areas.
  4. A candidate must first perform well as a teacher, assisting in the efforts of students to acquire intellectual skills, extend their knowledge and understanding, and develop attitudes and habits that foster continued growth. Candidates must also demonstrate their contributions to the well being of the academic community, although not all faculty members will contribute equally in all areas.
  5. Effectiveness and excellence in teaching is enhanced by professional activity. Therefore, a candidate must demonstrate the ability to contribute as an active participant in the work of his or her discipline, maintaining intellectual vitality and currency in the discipline, pedagogy, and instructional technology where appropriate.
  6. A candidate must be a citizen of the University involved in advising, committee work, engagement in the University community, and demonstrating continuing University support, as well as being involved in the general mentorship of students.
  7. The assessments of colleagues in a position to judge the candidate's potential continuing contribution to the University. In most cases, such assessments will come from the appropriate peers, program coordinators, chairs and directors or other administrators. In the case of a candidate who is a chair or director, the vice president for academic affairs will seek assessments from others in a position to assess the candidate's potential.
  8. The recommendation of FPAC, including an anonymous, formal, recorded vote.
- C. The evaluation period shall be the entire probationary period through the date tenure is finally granted or denied by the Trustees.
- D. The candidate is solely responsible for ensuring that his or her tenure file is consistent with the above requirements and is completed in a timely manner.
- E. Tenure Review Procedures
1. The candidate:
    - a. completes and places in the tenure file the items outlined in Appendix F;
    - b. provides a copy of the cover letter, vitae, summary statements, and student evaluations to the department's tenured faculty members and requests a letter of departmental assessment be sent to the vice president for academic affairs' office to be included in the tenure file; and
    - c. submits the tenure materials to the vice president for academic affairs' office to be forwarded to FPAC for consideration.

- d. The candidate may withdraw the tenure application at any time up to the presidential review.
2. The department's tenured faculty members submit a letter of the departmental assessment with a recorded vote of the department's tenured members and a summary of the candidate's strengths and weaknesses to the office of the vice president for academic affairs for inclusion in the candidate's file.
3. FPAC:
  - a. reviews the tenure file;
  - b. makes its recommendation;
  - c. includes a letter of the committee assessment with a recorded vote and a summary of the candidate's strengths and weaknesses for inclusion in the candidate's file; and,
  - d. submits the file to the vice president for academic affairs.

In reviewing the tenure file, FPAC, at its own initiative, may ask the candidate for further information or request an interview with the candidate, as well as with other persons that the members consider appropriate. If additional relevant negative information is received, solicited or unsolicited, the candidate shall be informed and allowed an opportunity to respond.

4. The vice president for academic affairs:
  - a. reviews the tenure file, including FPAC's recommendation;
  - b. consults with FPAC as necessary; and,
  - c. forwards a recommendation to the President.
5. The President may deny a tenure application by declining to forward a favorable recommendation to the Trustees or forward a favorable recommendation to the Trustees for Board action.

## **VI. Trustee Procedures**

The Trustees shall act on tenure applications no later than their regularly scheduled March meeting. The President shall forward his/her recommendations to the Trustees using a standardized tenure recommendation form. Only favorable presidential recommendations shall be forwarded to the Trustees. The Trustees expressly delegate to the President the power to deny tenure applications by declining to recommend tenure candidates to the Trustees. Applications and presidential recommendations shall be considered in executive session. The Trustees shall vote in open session to grant or deny tenure to candidates. The minutes of the open meeting shall be the official and conclusive record of the Trustees' action. Thereafter all applications, documentation and recommendations shall be placed in candidates' personnel files and, to the extent permitted by law, kept confidential.

## **VII. Notice**

### **A. Time of notice**

1. Faculty members in their fifth year of probationary service (and early tenure applicants) who are ineligible for tenure under Section 3.05.II or failed to meet University application deadlines should be notified as soon as practicable that they will not be considered for tenure but in no event later than February 15th of the semester following the application deadline.
2. Eligible faculty members who timely applied for tenure (including early tenure applicants) should be notified whether or not tenure was granted within twenty working days following presidential or Trustee action on their applications. For the purpose of this subsection, the President shall be deemed to act on the last day for presidential action authorized by the detailed timetable published in Appendix I.

**B. Content of notice.**

1. Tenure granted. The University shall notify candidates who were granted tenure by the Trustees.
2. Tenure not granted.
  - a. Faculty members who will not be considered for tenure for the reasons enumerated in Section 3.05.II should be notified of the reason(s). Except for early tenure applicants, the faculty members should be advised that they will be offered terminal sixth year contracts for the following academic year and will automatically be nonrenewed at the end of such contract term.
  - b. Faculty members whose applications for tenure were denied by the President or the Trustees should be notified that they were not granted tenure. The notice need not state the reason(s) tenure was denied. Except for early tenure applicants, the faculty members should be advised that they will be offered terminal sixth year contracts for the following academic year and will automatically be nonrenewed at the end of such contract term.

**C. Form of notice.** Notice that tenure was denied shall be given in writing and either be sent by certified mail, return receipt requested, to the address shown on the personnel records of the University or be delivered in person. If notice is mailed, it is deemed given upon the date of mailing. In the case of personal delivery, a signed and dated receipt should be requested of the recipient. In any event the notice should be contained in a sealed envelope addressed to the person being notified and marked "confidential."

**D. Failure to give notice.** Faculty members shall be deemed to have notice of tenure eligibility requirements and application deadlines and of the Trustees' action on their applications. Thus the President's failure to give notice in accordance with this Section 3.05.VII shall not entitle any faculty member to a tenured contract or renewal for a sixth probationary year. (However, faculty members shall be reconsidered for tenure in their sixth year if they were not notified of a decision to deny their tenure applications in a timely manner as required in Section 3.05.VII.A.2.)

- E. **Delegation of authority to give notice.** The Trustees delegate the authority to give the notices permitted by this subsection to the President.

### VIII. Tenure: Nature of Privilege

Once tenured, faculty members may be involuntarily terminated from the University only for cause or due to a reduction in force in accordance with Section 3.09. Faculty members and other tenured professional personnel who resign, retire or voluntarily apply for and accept part-time employment (other than part-time employment that is legally necessary to accommodate a disability or authorized by the federal Family and Medical Leave Act) relinquish their tenure.

### IX. Tenure and Academic Rank for Chief Academic Officers and Senior Academic Deans

The Trustees may award faculty rank and tenure, as defined in Sections 3.04, 3.05, and 2.03 to chief academic officers and senior academic deans. An award of tenure under this subsection shall entitle recipients to transfer to the faculty as tenured faculty members in accordance with Section 2.03.II.E, it shall not, however, create any rights, privileges, entitlements, or expectations of retention in the recipient's administrative position. Administrators with faculty tenure serve in administrative positions solely at the will and pleasure of the President in accordance with Section 4.02.

For the purposes of this Section 3.05.IX, "chief academic officer" means the provost or vice-president for academic affairs, and "senior academic dean" means the dean of a school who reports directly to the chief academic officer.

- A. **New Appointments.** The Trustees may grant faculty rank and tenure to those chief academic officers and senior academic deans who have been previously tenured at regionally-accredited, baccalaureate-granting institutions of higher education, who are recommended for rank and tenure by the President, following the President's consultation with the tenured faculty of the affected faculty body designated by the University to make tenure recommendations.
- B. **Current chief academic officers and senior deans.** The Trustees may grant faculty rank and tenure to currently employed chief academic officers and senior academic deans who have been previously tenured at a regionally accredited, baccalaureate-granting institution of higher education and who are recommended for rank and tenure by the President.

### X. Appeal of Fifth-Year Denial of Tenure

A candidate may appeal a fifth-year denial of tenure. Denials of early tenure applications shall be final, unappealable and nongrievable.

- A. This University appeal procedure is in lieu of and wholly supersedes the grievance procedure established by Section 2.11 and the University's complaint procedures.
- B. The candidate who is denied tenure by the President must appeal to the President in writing within twenty-five working days of the notification of the adverse tenure decision. The candidate may include with the appeal any additional documents that the candidate wishes to



have considered. The President may solicit additional information from the candidate and/or others who can attest to the candidate's qualification for tenure. The President must advise the appellant in writing of his or her decision within twenty-five working days of receipt of the candidate's notice of appeal.

- C. The candidate who is denied tenure by the Trustees must appeal to the chair of the Board in writing within twenty-five working days of the notification of the adverse tenure decision. The candidate may include with the appeal any additional documents that the candidate wishes to have considered. The Trustees may solicit additional information from the candidate and/or others who can attest to the candidate's qualification for tenure. The Trustees must advise the appellant in writing of his or her decision within forty working days of receipt of the candidate's notice of appeal.
- D. An appeal resulting in denial of an applicant's tenure application by the President or the Trustees, as applicable, shall be final, unappealable, and nongrievable. Adverse tenure recommendations below the presidential level shall not be appealable or grievable under this or any other procedure.

**Section 3.06 Promotion in Academic Rank****I. General Policies**

Performance in the following three areas is considered in promotion decisions: instruction, university service, and professional activity. The teaching function is given the most importance. Section 3.04.I.B specifies the minimum full-time university teaching experience and educational qualifications required for promotion in rank. Meeting the minimum qualifications does not imply automatic promotion. Evidence of professional excellence must be developed.

Promotion shall be from one rank to the next highest rank as defined in Section 3.04.

**II. Criteria for Promotion of Faculty**

- A. Promotion from instructor to assistant professor requires the completion of a minimum of 30 semester credits beyond the master's degree, demonstrated ability in instruction, university service, and professional activity.
- B. Promotion from assistant professor to associate professor requires a doctoral degree or an appropriate terminal degree and a minimum of five years of university teaching experience. Criteria for promotion also include but are not limited to sustained strong evaluations in instruction, professional activity, and university service. Application for promotion may be made during the fifth year of full-time university teaching. Applicants must already hold tenure or submit an application for tenure jointly with the promotion application.
- C. Promotion from associate professor to professor requires a doctoral degree or an appropriate terminal degree, a minimum of eight years of university teaching experience, and a minimum of three years at the rank of associate professor. The rank of professor is the highest position in the academy and at a minimum requires sustained strong evaluations in instruction, university service, and professional activity. Applicants must already hold tenure or submit an application for tenure jointly with the promotion application.
- D. Exceptional qualifications for rank that do not match the preceding specifications for education and experience may be considered by the University on their merits.

**III. Promotion Process**

A schedule for promotion applications, including deadlines, is contained in Appendix G.

- A. It shall be the responsibility of the faculty member seeking promotion to initiate the process for promotion, including submission of an official request for promotion. Applicants will have their educational and experiential qualifications verified by the office of the vice president for academic affairs to ensure minimal criteria are met.
- B. Comprehensive evaluations will be required of individuals during the year that they apply for promotion. Comprehensive evaluation shall be considered in addition to, not as a substitute for, other criteria for promotion.

- C. Faculty members seeking promotion shall be responsible for compiling the required documentation for promotion as outlined in Appendix G. The promotion file shall be submitted to the office of the vice president for academic affairs. An applicant may withdraw the application for promotion any time prior to review by the President.
- D. Promotion applications are forwarded to FPAC for review. Only tenured members of FPAC may serve on the promotion review committee. Full professors shall review applications for promotion to full professor. Associate and full professors shall review applications for promotion to assistant and associate professor. If there are fewer than six members of appropriate rank, the vice president for academic affairs will appoint faculty to serve on the review committee.
- E. FPAC will review the applications in consideration of the criteria for promotion including instruction, university service, and professional activity. Approval of a promotion request by a majority of the committee membership is required for a positive recommendation. FPAC will prepare a letter of the committee assessment with a recorded vote and a summary of the strengths and weaknesses of the candidate for inclusion in the promotion file and submits the file to the vice president for academic affairs.
- F. The vice president for academic affairs will review the promotion applications, including the recommendations made by FPAC, and submit a recommendation to the President. Final promotion decisions shall be made by the President. The applicant should be notified whether or not promotion was granted within twenty working days following presidential action on their applications. For the purpose of this subsection, the President shall be deemed to act on the last day for presidential action authorized by the timetable published in Appendix G.

#### **IV. Appeal Process**

An applicant may appeal an adverse promotion decision by the President. The following process shall be used:

- A. This University appeal procedure is in lieu of and wholly supersedes the grievance procedure established by Section 2.11 and the University's complaint procedures.
- B. The candidate who is denied promotion by the President must appeal to the President in writing within twenty-five working days of the notification of the adverse promotion decision. The candidate may include with the appeal any additional documents that the candidate wishes to have considered. The President may solicit additional information from the candidate and/or others who can attest to the candidate's qualification for promotion. The President must advise the appellant in writing of his or her decision within twenty-five working days of receipt of the candidate's notice of appeal.
- C. An appeal resulting in denial of an applicant's promotion application by the President shall be final, unappealable, and nongrievable.

## Section 3.07 Sabbatical Leaves

### I. Eligibility

Tenured faculty members are eligible

- to apply for a sabbatical leave to be taken during their 8<sup>th</sup> academic year (with 14 full-time semesters of service completed as tenured or probationary faculty) or later, and
- to apply for subsequent sabbatical leaves to be taken no more frequently than every 7<sup>th</sup> academic year of continuous employment by the University (i.e. with 12 full-time semesters of tenured service completed since completion of last sabbatical).

Service accrued toward eligibility for a sabbatical leave shall be lost by interruption of employment at the University, but accrued service shall not be lost because of a leave without pay or non-employment during summer sessions. Similarly, a faculty member terminated due to a reduction in force and subsequently rehired shall be reinstated without a break in service and without loss of service accrued toward sabbatical leave eligibility; however, the time that such faculty member is not employed by the University shall not count as service accrued toward sabbatical leave eligibility.

No faculty member shall be eligible for or granted more than one sabbatical leave every seven academic years. A faculty member who has been granted a sabbatical shall not be eligible to take a second or subsequent sabbatical until the beginning of the sixth academic year following the academic year in which the faculty member returned from his or her last sabbatical.

Eligibility for a sabbatical leave does not guarantee that a leave will be granted at the end of the seven academic year period or at any time thereafter.

A faculty member who takes a sabbatical leave but fails to meet the goals in his or her sabbatical plan shall be ineligible for subsequent sabbatical leaves.

### II. Procedures and Criteria for Granting Sabbatical Leaves.

The procedures and criteria for selecting applicants to be recommended to the President and the Trustees for sabbatical leaves shall comply with this policy and §23-5-123, C.R.S. (as amended). No faculty member shall take a sabbatical leave unless it has been approved in advance by the Trustees.

A. **Procedures.** A faculty member who is eligible for a sabbatical leave under subsection I of this Section may apply for leave by submitting an application to his or her department chair, other administrator or committee designated by the University's sabbatical leave procedure (refer to Appendix C). The application shall include a detailed sabbatical plan that:

1. Specifies how the sabbatical activity will result in the faculty member's professional growth, how it will enhance the University's reputation and the students' educational experience at the University, and how it will increase the overall level of knowledge in the faculty member's area of expertise; and

2. Specifies the goals that the faculty member will achieve while on sabbatical leave. The sabbatical leave procedures shall provide for evaluation of a faculty member's sabbatical leave application by at least one peer committee and administrator who shall recommend approving or denying the application to the President. The President shall review the application and recommendations and may either deny or approve the application. Only applications approved by the President shall be transmitted to the Trustees for final action. Upon receipt of an application approved by the President, the Trustees shall either grant or deny the leave.
- B. **Criteria.** All committees and administrators, the President and the Trustees shall consider the following criteria in reviewing and acting on sabbatical leave applications:
1. The faculty member's proposed activities while on sabbatical;
  2. The individuals who will be involved in such activities; and
  3. The benefits to be received from such activities by the faculty member, the University, and the students at the University.

### III. Final Sabbatical Reports.

Upon completion of a sabbatical, a faculty member shall submit a final sabbatical report to the vice-president of academic affairs who shall submit it to the President and Trustees. The report is due the first day of the last month of the term in which the faculty member returns to campus following the sabbatical (for example, if the faculty member returns to teaching in the fall semester the report is due on December 1st. The report would be due on May 1 if the faculty member returns to campus in January). The sabbatical report shall summarize the faculty member's activities while on sabbatical and the benefits he or she derived from the leave in sufficient detail to permit a determination whether the faculty member achieved the goals specified in his or her sabbatical plan. However, sabbatical reports need not include specific details of any research the faculty member conducted while on sabbatical leave.

Appendix C outlines the procedures for submitting final sabbatical reports upon return.

Final sabbatical reports are public records available for public inspection under §24-72-203, C.R.S. and may not be included in a faculty member's personnel file.

### IV. Other Terms and Conditions of Sabbatical Leaves.

Sabbatical leave may be granted for one semester at full pay or two semesters at half pay.

A faculty member granted sabbatical leave may receive a scholarship, fellowship, grant or other remuneration provided such financial aid or remuneration contributes to the specified goals of the leave. Acceptance of a scholarship, fellowship, grant, appointment at another institution, or any other employment requires the prior written approval of the President.

Every recipient of a sabbatical leave must agree in writing to either return to the University for a full year's employment or reimburse the University in full for all salary paid during the period of leave. Exceptions to this policy must be approved by the President.

Upon returning from sabbatical leave, faculty members shall hold at least the same rank and receive the same salary, years of service, and retention considerations as if the leave had not been taken.

A sabbatical leave for an academic year at half pay is counted as a service year for PERA retirement only if the person on leave agrees to pay the PERA retirement contribution based on his or her full salary. Participants in the Defined Contribution Pension Plan ("DCPP") continue to contribute based on actual covered earnings. Leave recipients' eligibility for health, life and long-term disability insurance coverage is conditional on the *Handbook* and group insurance policies in effect at the time the leave is taken. Time spent on sabbatical leave is not a break in service. Time spent on sabbatical leave is credited as service toward eligibility for a future sabbatical leave.

#### **V. Accountability**

Every participant in the procedures for applying for, approving and granting sabbatical leaves is responsible for ensuring that each sabbatical and administrative leave complies with §23-5-123, C.R.S. and these policies. Any participant who receives, approves or grants a sabbatical leave knowing that it is not authorized by §23-5-123, C.R.S. or these policies may be held personally liable for all salary, benefits or other compensation paid to the recipient by the University or Trustees.

#### **VI. Production of Sabbatical Leave Records and Policies to the Legislature and the CCHE**

The University shall produce all sabbatical leave records for all approved sabbaticals and a list of all disapproved sabbaticals for inspection by the Joint Budget Committee and the Education Committees of the Senate and House of Representatives of the General Assembly and the Colorado Commission on Higher Education upon request. In addition, the Trustees shall distribute copies of this Section 3.07, with amendments as necessary, to the Senate and House Education Committees and the Colorado Commission on Higher Education.

## Section 3.08 Performance Evaluations of Faculty

### I. Purpose

This policy governs performance evaluations of faculty. Performance evaluations are meant to enhance professional growth, to assure rigorous professional standards are met, and assist professional personnel to sustain and improve their contributions to the University. Decisions, including, but not limited to, merit salary adjustments, retention, tenure, promotion, special recognition, sabbatical leaves, professional development awards, post tenure review, and dismissal for cause may take performance evaluations into account.

The faculty performance evaluation system provides for a coordinated and complementary system of periodic, in-depth comprehensive evaluations and less detailed annual performance reviews. The University subscribes to the teacher-scholar model of performance expectations. Accordingly, the performance evaluation system includes evaluation criteria that reflect the central importance of undergraduate education by weighting teaching and effectiveness in promoting student learning more heavily than other criteria. The weights assigned to the remaining evaluation criteria are established in accordance with Trustee- and University-defined faculty duties and responsibilities, University policies, and applicable Trustee or statewide goals. In addition, the faculty performance evaluation system:

- A. delineates the roles and responsibilities of persons conducting and/or participating in evaluations (including the development of annual professional development plans, comprehensive development plans, and post-tenure performance improvement plans);
- B. establishes procedures for amending annual professional development plans and comprehensive development plans in response to changing conditions, opportunities, and Trustee and University missions, goals, and objectives;
- C. establishes criteria and procedures for identifying and correcting performance weaknesses or deficiencies; and
- D. provides a common measure of performance that can be used in determining salary increases based on merit as specified in the salary administration system (Section 2.04.II of this *Handbook*).

### II. Performance Evaluation Principles

- A. The performance evaluation system for probationary, tenured, and temporary faculty members shall be consistent with CCHE policies and guidelines, gubernatorial executive orders and state law.
- B. The performance evaluation system shall include a description of the accountability measures that the University uses to ensure and annually document its implementation.
- C. The University shall keep a written record of each faculty member's performance evaluations in his or her professional development file. Professional development files are kept in the office of the vice president for academic affairs.

- D. The performance evaluation system shall be developed and modified in accordance with shared governance principles and procedures. The Trustees may approve, modify or reject any proposed modifications to this performance evaluation system. No performance evaluation system shall become effective unless and until it is approved by the Trustees.
- E. Chairs and directors of academic units are primarily responsible for faculty evaluations. The chairs' and director's evaluations are submitted to the vice president for academic affairs who makes the final evaluation decision.
- F. Lists of required evaluation materials and forms are included in Appendix H.

### **III. Evaluative Criteria for Faculty Performance Evaluations**

Performance evaluation may require comprehensive consideration of all information relevant to a faculty member's contribution to the University. Consideration may be given to the faculty member's adherence to contractual obligations, University policies, and professional standards. Qualities that should be characteristic of all faculty members include but are not limited to involvement in and contribution to the University community; responsible mentoring of students; cooperative interaction with other faculty members; practicing respectful and civil discourse; and the demonstrated commitment and ability to make a continuing contribution to the University's academic role and mission. In addition to these basic professional obligations, performance is evaluated according to three criteria: instruction, university service, and professional activity.

#### **A. Instruction (Teaching and Effectiveness in Promoting Student Learning)**

Faculty performance evaluations weigh teaching and effectiveness in promoting student learning more heavily than other criteria. Instruction includes, but is not limited to: subject matter mastery; curriculum development; course design; delivery of instruction; assessment of learning; engaging appropriate pedagogies and instructional technology; availability to students; and administrative requirements related to instruction (e.g., establishing and holding office hours, timely submittal of book orders, and preparation and quality of course syllabi).

#### **B. University Service**

Service to the University includes, but is not limited to: academic advising; both standing committee and ad-hoc committee work; involvement in recruitment and retention efforts; involvement in strategic priorities; work with extra-curricular and co-curricular activities or alumni affairs; as well as many other activities that help aid the University or provide students with an enhanced educational opportunity.

#### **C. Professional Activity**

Professional activity includes, but is not limited to: engagement with the novel; research; publishing; professional presentations; artistic endeavors; attending professional conferences; grant writing; representing faculty at regional, state, national organizations; and official capacities within professional associations. Professional activity should be directed toward improving classroom teaching, involving students in research and scholarly activity, or



enhancing the reputation of the University. Emphasis should be on activities that keep teaching current and valid.

#### IV. Categories and Schedules of Faculty Performance Evaluations

All performance evaluations are conducted in the spring semester and evaluate performance during the previous calendar year. Routine faculty performance evaluations at the University fall into the following categories:

- A. **Comprehensive Evaluations of Probationary Faculty.** Probationary faculty members have comprehensive evaluations annually.
- B. **Comprehensive Evaluations of Tenured Faculty.** Tenured faculty members have comprehensive evaluations every five years or less following the award of tenure, any year that the faculty member seeks a promotion in rank, and as required by unsatisfactory performance. Tenured faculty members who receive unsatisfactory comprehensive evaluations must develop a post-tenure performance improvement plan and will have comprehensive evaluations the following year.
- C. **Annual Performance Reviews of Tenured Faculty.** Annual performance reviews of tenured faculty are conducted during the intervals between their comprehensive evaluations.
- D. **Evaluations of Full-Time Temporary Faculty.** Evaluations of temporary full-time faculty are conducted annually.
- E. **Evaluations of Part-Time Temporary Faculty.** Evaluations of temporary part-time faculty are conducted annually.

#### V. Comprehensive Evaluation of Probationary Faculty

- A. **General Policies.** Comprehensive evaluations shall be conducted annually for all probationary faculty members for the purposes of evaluating and improving performance and making retention, promotion, tenure, and merit salary adjustment decisions. By providing ongoing accountability and corresponding opportunities for development, comprehensive evaluation supports the mission of the University as well as the goals of the faculty member's department and discipline.

Although tenure and promotion decisions take comprehensive evaluations into account, neither shall be based solely on a faculty member's comprehensive evaluations. Tenure and promotion policies are published in Sections 3.05 and 3.06.

Nothing in the comprehensive evaluation policy changes the existing rules and regulations for non-renewal or dismissal of probationary faculty (Section 3.09).

- B. **Goals.** Comprehensive evaluation of probationary faculty is intended to:
  - 1. affirm the concepts of tenure and academic freedom;
  - 2. promote academic excellence, University integrity and public confidence;

3. promote departmental / program goals and priorities that reflect Trustee and University goals and priorities;
4. promote professional growth and development and recognize exemplary faculty performance; and
5. identify and seek to correct unsatisfactory faculty performance.

**C. Comprehensive Evaluation Uses.** Comprehensive evaluations of probationary faculty are taken into account for purposes that include but not limited to:

1. merit salary decisions;
2. promotion decisions (however, no particular evaluation rating should be construed as guaranteeing promotion);
3. recommendation for faculty development;
4. early identification and correction of perceived deficiencies in faculty performance;
5. annual retention or non-renewal decisions; and
6. tenure decisions (however, no particular evaluation rating should be construed as guaranteeing an award of tenure).

**D. Documentation.** The comprehensive evaluation documents shall minimally consist of:

1. A comprehensive professional development plan that covers a period of one year and establishes goals for instruction, university service, and professional activity consistent with departmental, University, and Trustee goals. The plan may be revised annually to include each succeeding year of the probationary term. The plan is developed by the faculty member in consultation with the chair or director of the academic unit.
  - a. A faculty member is expected to implement his or her comprehensive professional development plan throughout the comprehensive evaluation period.
  - b. Progress toward achieving the goals and objectives established by the comprehensive development plan will be assessed at the end of the faculty member's comprehensive evaluation period.
  - c. A faculty member may, in consultation with the chair or director, amend the comprehensive professional development plan to meet changing conditions, goals, objectives, or mission of the program, department, University, or Trustees by submitting a written rationale and obtaining the approval of the chair or director.
  - d. Disputes between a faculty member and chair or director regarding the comprehensive professional development plan shall be resolved by the vice president for academic affairs. Such resolution shall be final, non-appealable, and non-grievable.
2. A self evaluation written by the faculty member addressing performance in the areas of instruction, university service, and professional activity and how he or she has met the goals and objectives set forth in the most recent professional development plan.
3. An updated résumé.
4. Student evaluations using the prescribed instrument.
5. Optional peer evaluations.

6. Review by the departmental review committee.
7. Chair or director evaluation.

#### **E. Process**

1. A departmental review committee ("DRC"), composed of tenured faculty members selected by the tenured faculty of the department, will submit a report to the chair or director based on their review of the comprehensive evaluation documents. The report shall be in standard format (form is in Appendix E) and include a narrative of strengths and weaknesses in each evaluative area and a recommendation of renewal or non-renewal. The chair or director shall meet with the DRC to discuss the evaluation. The DRC report shall be made available to the faculty member.
2. The chair or director will review the comprehensive evaluation documents and the DRC report and then submit an evaluation to the vice president for academic affairs. The chair or director will submit a written explanation of the evaluation for each faculty member. A copy of the evaluation will be given to the faculty member.
3. The DRC report and the chair or director evaluation will be forwarded to the vice president for academic affairs for review and assignment of a final rating.
4. The vice president for academic affairs will forward the rating to the President to be used for the purposes identified above.
5. Comprehensive evaluations of chairs and directors who are probationary faculty members will include an evaluation of administrative performance following the annual performance review of administrative personnel as outlined in Section 4.02. Evaluation documents and departmental review committee recommendations will be submitted directly to the vice president for academic affairs or his or her designee.

#### **F. Timeline**

1. By the third Monday in September, the vice president for academic affairs will be responsible for notifying first-year probationary faculty members that they must develop a comprehensive professional development plan in consultation with his or her chair or director.
2. On the last Monday in February, all probationary faculty members must submit the comprehensive evaluation documents to the DRC.
3. By the second Monday in March, the DRC must submit its evaluation and the comprehensive evaluation documents to the department chair.
4. By the first Monday in May, the comprehensive evaluation documents, the DRC's evaluation, and the chair's or director's evaluation shall be submitted to the vice president for academic affairs.

5. By the third Monday in May, the faculty member will be notified in the event that the vice president for academic affairs' final rating is different than the chair's rating.
6. This timeline may be modified by the University for probationary faculty members who are applying for tenure and/or promotion.
7. By March 15<sup>th</sup> for first-year faculty members and December 15<sup>th</sup> for second-year through fourth-year faculty members, the President will notify the faculty member, in writing, if the probationary faculty member's contract will not be renewed (Section 3.09 II.B.).

#### G. Appeal

The vice president for academic affairs' final comprehensive evaluation, but not the annual comprehensive evaluation plan, may be grieved in accordance with the grievance policy (Section 2.11). Non-renewal decisions are not appealable or grievable (Section 3.09.II.D. and 2.11.I.A.).

### VI. Comprehensive Evaluations of Tenured Faculty

- A. **General Policies.** Comprehensive evaluations shall be conducted (i) every five years or less for tenured faculty for the purpose of evaluating, maintaining, and improving performance (i.e., post-tenure review); (ii) in any year in which a tenured faculty member applies for promotion in rank; and (iii) as required by unsatisfactory performance.

The comprehensive evaluation shall assess a tenured faculty member's cumulative performance, including the results of his/her annual performance reviews, for the entire comprehensive evaluation period.

Comprehensive evaluation is an ongoing, systematic performance evaluation of tenured faculty. By providing ongoing accountability and corresponding opportunities for development, comprehensive evaluation supports the mission of the University as well as the goals of the faculty member's department and discipline.

The following may alter the comprehensive evaluation cycle for tenured faculty:

- a. Leaves without pay, medical/family leaves and temporary administrative leaves of one year or longer will not count toward the post-tenure review time frame. The next-scheduled comprehensive evaluation will be deferred for the number of years that most closely corresponds to the duration of the leave.
- b. Sabbatical and professional leaves will count towards the comprehensive evaluation time frame.

Although promotion decisions take comprehensive evaluations into account, they shall not be based solely on a faculty member's comprehensive evaluations. (See the promotion policies published in Section 3.06.)

Nothing in the comprehensive evaluation policy changes the existing policies for termination for cause (see Section 3.09).

- B. Goals.** Comprehensive evaluation of tenured faculty is intended to:
1. affirm the concepts of tenure and academic freedom;
  2. promote academic excellence, University integrity and public confidence;
  3. promote departmental / program goals and priorities that reflect Trustee and University goals and priorities;
  4. promote professional growth and development and recognize exemplary faculty performance; and
  5. identify and seek to correct unsatisfactory faculty performance.
- C. Comprehensive Evaluation Uses.** The comprehensive evaluations of tenured faculty are used for purposes that include but not limited to:
1. in-depth evaluation of all aspects of professional performance of faculty;
  2. a cumulative assessment of the faculty member's performance for the entire period of evaluation; and
  3. development and satisfactory completion of a post-tenure performance improvement plan if necessary.
- D. Documentation.** The comprehensive evaluation documents shall minimally consist of:
1. A comprehensive professional development plan that covers a period of five years and establishes goals for instruction, university service, and professional activity consistent with departmental, University, and Trustee goals. The plan may be revised annually. The plan is developed by the faculty member in consultation with the chair or director of the academic unit.
    - a. A faculty member is expected to implement his or her comprehensive professional development plan throughout the comprehensive evaluation period.
    - b. Progress toward achieving the goals and objectives established by the comprehensive professional development plan will be assessed at the end of the faculty member's comprehensive evaluation period.
    - c. A faculty member may, in consultation with the chair or director, amend the comprehensive professional development plan to meet changing conditions, goals, objectives, or mission of the program, department, University, or Trustees by submitting a written rationale and obtaining the approval of the chair or director.
    - d. Disputes between a faculty member and chair or director regarding the comprehensive professional development plan shall be resolved by the vice president for academic affairs. Such resolution shall be final, non-appealable, and non-grievable.
  2. A self evaluation written by the faculty member addressing performance in the areas of instruction, university service, and professional activity and how he or she has met the goals and objectives set forth in the most recent professional development plan.
  3. Annual performance review documentation for the five-year period.

4. An updated résumé.
5. Student evaluations using the prescribed instrument from each of the five years of the review period.
6. Optional peer evaluations from each of the five years of the review period.
7. Review by the departmental review committee.
8. Chair or director evaluation.

#### **E. Process**

1. A DRC, composed of tenured faculty members selected by the tenured faculty of the department, will submit a report to the chair or director based on their review of the comprehensive evaluation documents. The report shall be in standard format (form is in Appendix E) and include a narrative of strengths and weaknesses in each evaluative area. The chair or director shall meet with the DRC to discuss the evaluation. The DRC report shall be made available to the faculty member.
2. The chair or director will review the comprehensive evaluation documents and the DRC report and then submit an evaluation to the vice president for academic affairs. The chair or director will submit a written explanation of the evaluation for each faculty member. A copy of the evaluation will be given to the faculty member.
3. The DRC report and the chair or director evaluation will be forwarded to the vice president for academic affairs for review and assignment of a final rating.
4. The vice president for academic affairs will forward a copy of the rating to the President to be used for the purposes identified above.
5. Comprehensive evaluations of chairs and directors will include an evaluation of administrative performance following the annual performance review of administrative personnel as outlined in Section 4.02. Evaluation documents and DRC recommendations will be submitted directly to the vice president for academic affairs or his or her designee.

#### **F. Timeline**

1. On the last Monday in February, all tenured faculty members undergoing a comprehensive evaluation must submit the comprehensive evaluation documents to the department review committee.
2. By the second Monday in March, the DRC must submit its evaluation and the comprehensive evaluation documents to the department chair.

3. By the first Monday in May, the comprehensive evaluation documents, the DRC's evaluation, and the chair's or director's evaluation shall be submitted to the vice president for academic affairs.
3. By the third Monday in May, the faculty member will be notified in the event that the vice president for academic affairs' final rating is different than the chair's rating.
4. This timeline may be modified by the University for tenured faculty members who are applying for promotion.

#### **G. Appeal**

The vice president for academic affairs' final comprehensive evaluation of a tenured faculty member, but not the annual comprehensive evaluation plan, may be grieved in accordance with the grievance policy (Section 2.11).

#### **H. Post-Tenure Performance Improvement Plan**

1. If a tenured faculty member's comprehensive evaluation results are unsatisfactory, a post-tenure performance improvement plan shall be developed by the faculty member and chair or director and approved by the chair or director within ninety days after the final determination of unsatisfactory performance.
  - a. The affected faculty member shall have the opportunity to participate actively in developing the plan;
  - b. The plan shall set a specific date for the faculty member's reevaluation; and
  - c. The faculty member shall be re-evaluated using the comprehensive evaluation procedures on the basis of the performance improvement plan.
  - d. The faculty member shall have the opportunity to participate actively in his or her reevaluation.
  - e. A faculty member is expected to implement his or her post-tenure performance improvement plan throughout the period between its adoption and the date of his or her reevaluation.
2. If a tenured faculty member's post-tenure performance improvement plan reevaluation results are satisfactory, the faculty member shall return to the regular cycle of annual performance reviews and periodic comprehensive evaluations.
3. If a tenured faculty member's performance improvement plan reevaluation results are unsatisfactory, the faculty member shall be subject to sanctions up to and including termination for cause. Sanctions or termination shall be appealable in accordance with Sections 2.09 and 3.09.

### **VII. Annual Performance Review of Tenured Faculty**

- A. Annual performance reviews shall be conducted for all tenured faculty members who are not scheduled for comprehensive evaluations during the then-current academic year. Annual performance reviews evaluate performance on a year-by-year basis for the purposes of identifying outstanding performance, identifying and correcting performance weaknesses or deficiencies, and making merit salary adjustments and other decisions. In addition, annual performance reviews evaluate the interim progress of tenured faculty toward achieving the goals of their comprehensive professional development plan.
- B. **Goals.** Annual performance review of tenured faculty is intended to:
1. affirm the concepts of tenure and academic freedom;
  2. promote academic excellence, University integrity and public confidence;
  3. promote departmental / program goals and priorities that reflect Trustee and University goals and priorities;
  4. promote professional growth and development and recognize exemplary faculty performance; and
  5. identify and seek to correct unsatisfactory faculty performance.
- C. **Annual Performance Review Uses.** Annual performance reviews of tenured faculty are taken into account for purposes that include but not limited to:
1. merit salary decisions;
  2. sabbatical and promotion decisions;
  3. recommendation for faculty development; and
  4. early identification and correction of perceived deficiencies in faculty performance.
- D. **Documentation.** The annual performance review documents shall minimally consist of:
1. An annual professional development plan prepared by the faculty member, which includes the faculty member's goals and objectives for instruction, university service, and professional activity. The annual professional development plan should reflect goals and objectives that are steps toward achieving the goals of the five-year comprehensive development plan.
    - a. A faculty member is expected to implement his or her annual professional development plan throughout the evaluation period.
    - b. Annual professional development plans may be amended with the agreement of the chair or director. Amended plans may be developed in response to changing conditions, opportunities, and Trustee and University missions, goals, and objectives.
    - c. Progress toward achieving the goals and objectives established by the annual development plan will be assessed at the end of the faculty member's evaluation period.



- d. Disputes between a faculty member and chair or director regarding the annual professional development plan shall be resolved by the vice president for academic affairs. Such resolution shall be final, non-appealable, and non-grievable.
2. Self evaluation
3. Student evaluations using the prescribed instrument
4. An updated résumé.
5. Optional peer evaluations

#### **E. Process**

1. The chair or director will review the annual review documents and then submit an evaluation to the vice president for academic affairs. The chair or director will submit a written explanation of the evaluation for each faculty member. A copy of the evaluation will be given to the faculty member.
2. The chair or director evaluation will be forwarded to the vice president for academic affairs for review and assignment of a final rating.
3. The vice president for academic affairs will forward a copy of the final rating to the President to be used for the purposes identified above.
4. Faculty members receiving an unsatisfactory evaluation will undergo a comprehensive evaluation the following year.

#### **F. Timeline**

1. By the second Monday in March, faculty must submit the annual performance review documents to the chair or director.
2. By the first Monday in May, the annual performance review documents and the chair's evaluation, a copy of which has been signed and dated by the faculty member, are due to the vice president for academic affairs.
3. By the third Monday in May, the faculty member will be notified in the event that the vice president for academic affairs' final rating is different than the chair's rating.

#### **G. Appeal**

The annual performance review rating, but not the annual professional development plan, may be grieved in accordance with the Trustee-approved grievance policy (Section 2.11).

### **VIII. Evaluation of Full-time Temporary Faculty**

All full-time temporary faculty members will be evaluated annually. Academic chairs and directors will evaluate full-time temporary faculty. Documentation shall include student evaluations using the prescribed instrument and a self evaluation. Chairs and directors may also request an updated résumé, and peer evaluations and conduct classroom visits.

Evaluation materials will be submitted to the vice president for academic affairs and will be used to justify any further contracts for teaching.

#### **IX. Evaluation of Part-Time Temporary Faculty**

Academic chairs and directors shall evaluate part-time temporary faculty. Documentation shall include student evaluations using the prescribed instrument. Chairs and directors may also request a self evaluation, an updated résumé, and peer evaluations and conduct classroom visits.

Evaluation materials will be submitted to the vice president for academic affairs and will be used to justify any further contracts for teaching.

#### **X. Due Process**

Executive Order D002097 “Declaring the Need for a Post-tenure Review System for All Colorado’s Institutions of Higher Education,” dated December 9, 1997, provides that “[i]n developing a performance improvement plan and re-evaluating a faculty member, the institution shall ensure that the faculty member receives due process, as defined in the institution’s Post-Tenure review policy.” For purposes of this post-tenure review policy, “due process” is defined as notice and a meaningful opportunity to present reasons, either in person or in writing, why a proposed action should not be taken. The following subparagraphs describe how tenured faculty members are afforded due process in developing performance improvement plans and performance re-evaluations:

##### **A. Post-Tenure Performance Improvement Planning**

1. Notice. A faculty member’s comprehensive evaluation notifies him or her of any performance deficiencies identified during the comprehensive evaluation period. Subsequently, a faculty member’s post-tenure performance improvement plan notifies him or her of identified performance deficiencies that must be corrected to receive a satisfactory re-evaluation.
2. A meaningful opportunity to present reasons, either in person or in writing, why a proposed action should not be taken is afforded to a tenured faculty member by:
  - a. The opportunity to grieve an unsatisfactory comprehensive performance evaluation pursuant to Section 2.11.
  - b. The opportunity to participate actively in the development of his or her post-tenure performance improvement plan.
  - c. The opportunity to appeal his/her post-tenure performance improvement plan to the next-highest ranking academic administrator.

**B. Re-evaluation**

1. Notice. A faculty member's post-tenure improvement plan notifies him or her of performance deficiencies that must be corrected to receive a satisfactory re-evaluation.
2. A meaningful opportunity to present reasons, either in person or in writing, why a proposed action should not be taken is afforded to a tenured faculty member by:
  - a. The opportunity to participate actively in his or her re-evaluation.
  - b. Receiving notice and the opportunity to contest the action in a hearing pursuant to Sections 2.09 (Disciplinary Procedures and Sanctions) or 3.09 (Termination), if a faculty member is subject to appealable sanctions or termination as a result of an unsatisfactory reevaluation.

## Section 3.09 Termination of Faculty

### I. Grounds for Termination of Faculty

The employment of a faculty member may be terminated either through nonrenewal (at the expiration of a contract) or through dismissal (during the term of a contract).

Non-tenured faculty members are employees-at-will and may be terminated without cause or advance notice of termination. No pre-termination promise, contract or other agreement purporting to employ non-tenured faculty members for fixed terms shall be valid or enforceable against the State of Colorado, the Trustees, the University, any University officers or employees, nor shall any compensation, whether as a buy-out of the remaining term of any appointment, as liquidated damages, or as any other form of remuneration, be owed or paid to non-tenured faculty members upon or after termination except for compensation that was earned prior to the date of termination prorated to such date.

No reason shall be given for the termination of temporary and probationary faculty members.

When the University is required to provide reasons for the termination of faculty, one or more of the grounds specified in the following paragraphs of this Section 3.09.I will be used.

- A. **Cause.** Faculty may be nonrenewed or dismissed for cause, including but not limited to one or more of the following grounds:
1. Mental or physical disability. (Mental or physical disability which, even with reasonable accommodation, substantially interferes with the person's ability to perform the essential functions of the job in question). Termination under these grounds shall be in compliance with state and federal law which prohibits discrimination against persons with a disability.
  2. Neglect of duty (the willful and repeated nonperformance of one or more duties or responsibilities reasonably required of faculty).
  3. Conviction of a felony or acceptance of a guilty plea or a plea of *nolo contendere* to a felony.
  4. Insubordination (the willful noncompliance with a reasonable directive from a supervisor or superior that is within the authority of that person to issue or promulgate).
  5. Moral turpitude.
  6. Incompetency (the inability to perform in a manner considered to be minimally adequate according to University standards).
  7. Notwithstanding competency, the failure to meet reasonable standards of performance included in this *Handbook*, or in written job descriptions, annual professional development plans, comprehensive professional development plans, or post-tenure performance improvement plans as determined by University performance evaluations including annual performance reviews, comprehensive evaluations, and/or reevaluations following the development and implementation of a post-tenure performance improvement plan.

8. Failure to fulfill any written provision of any employment contract.
  9. Unprofessional conduct as described in Section 2.02 if the nature, gravity, and/or frequency of the unprofessional conduct justifies termination.
- B. **Reduction in Force.** A reduction in force may occur when there is:
1. Justifiable change in program; and/or
  2. A significant decline in state appropriations or other revenue creates a need for the University to reduce expenses.
- C. **Additional Provisions Respecting Reductions in Force.** The following procedures shall govern reductions in force and shall supersede any other policy or procedure.
1. **Need for reduction in force.** The determination that one or both of the grounds for reduction in force exists shall be made by Trustees after receiving a recommendation from the President. In making this recommendation, the President shall consult the vice president of finance and the vice president of academic affairs, who shall confer with school deans and department chairs, before making their recommendations to the President.
  2. **Priorities for identifying faculty to be terminated for reasons of reduction in force:**
    - a. Normal attrition shall be considered prior to staff reduction. Temporary faculty in a program area shall be reduced prior to staff reduction of any other faculty members, except where reduction of temporary faculty before other faculty would have a significant impact in a program area as identified by the program priority analysis set forth below and/or the University strategic plan. Transitional retirees in the program area need not be reduced prior to the reduction of other temporary faculty members.
    - b. If additional reductions beyond those specified in paragraph (1) of this subsection are necessary, such reductions will be based on financial needs and/or programmatic needs at the University. To determine programmatic needs, the University will conduct a "program priority analysis" to establish a priority ranking of its academic programs, and/or as appropriate, program components or courses within programs. Criteria for establishing priorities at the program or course level may include: the most recent University program priority analysis, number of majors and minors, student credit hour production, importance of a course to program integrity, production of graduates, future program potential, and relationship to University role and mission. The "program priority analysis" will be carried out under the direction of the vice president for academic affairs and will involve the appropriate program administrators (chair, director, division head, and/or dean). In addition, the vice president for academic affairs shall consult with the chair of the faculty senate in performing this program priority analysis. To determine financial need, the vice president for academic affairs shall consult with the appropriate program administrators (chair, director, division head, and/or dean) as well as the president of the faculty senate and may consider available sources of funding or revenue, current and past budgets, expenses, and any

other factors he or she may deem relevant. Following the analysis of financial and/or programmatic needs, the University may find it necessary:

- i. To terminate one or more entire programs and reduce accordingly all faculty in the program affected; and/or
- ii. To reduce *within* programs. Should reduction within a program become necessary, the following procedure shall be used:
  - (a) The appropriate program administrator(s) (department chair, director, division head, and/or dean) shall conduct a systematic review of faculty qualifications. The reviewer(s) shall consider information to be found in pertinent records, such as academic credentials, the extent to which a faculty member's expertise contributes to the delivery of the program, tenure status, years of service, annual performance reviews and student evaluations, rank, academic preparation, teaching performance, the length and nature of teaching experience, and other relevant factors. The reviewer(s) shall consider information to be found in the budget of the program area. Unless the program or budgetary needs require otherwise, tenure and years of service at the University shall be given more weight in this analysis but are not conclusive factors.
  - (b) Following this review, the vice president for academic affairs, in consultation with the program administrator(s), shall prepare a list of all faculty in the program listing faculty from most qualified to least qualified. Reductions shall occur in the order of ranking, with least qualified faculty being dismissed first.

Before such rank lists of the faculty in a program are utilized, both the President and the Trustees must approve them. The President shall review the list, and if he or she approves it, the list shall be presented to the Trustees for approval. If either the President or the Trustees do not approve the list, it shall be remanded to the vice president of academic affairs for reconsideration.

3. Eligibility for possible dismissal of faculty because of reductions in force shall be based on the tenure status and rank of the individual at the time of completion of the rank list created by the vice president for academic affairs as set forth in Section 3.09.I.C.2.b.
4. **Affirmative Action.** The University will take into account its approved affirmative action plan and objectives in any dismissal decision. However, affirmative action plans will not supersede the priority rules established by Section 3.09.I.C.2.
5. **Notice Period**
  - a. When a faculty member's employment is to be terminated because of program reduction or elimination (Section 3.09.I.B.1), and is not based on financial circumstances (Section 3.09.I.B.2), the faculty member shall be given notice as follows:

- i. A faculty member who has tenure shall be given one hundred and eighty days' notice.
    - ii. A faculty member who does not have tenure shall be given sixty days' notice.
  - b. When a faculty member's employment is to be terminated, in whole or in part, due to financial circumstances as set forth in Section 3.09.I.B.2, the University shall make reasonable efforts to give the same period of prior notice as set forth in Section 3.09.I.C.5.a. above. The notice period may be reduced if, in the discretion of the President, a shorter period is necessary to maintain the University's educational programs and financial stability.
6. **Type of Notice.** The President, or his or her delegee, shall provide the faculty member whose employment is to be terminated due to a reduction in force with written notice, delivered via certified mail, return receipt requested, or hand delivery. If the faculty member refuses to accept hand delivery of the notice, an affidavit from the person who attempted to deliver the notice shall be conclusive evidence of the date that the notice was given.
7. **Content of the Notice.** The notice shall include:
  - a. The effective date of the dismissal;
  - b. A statement of the condition(s) requiring dismissal of the faculty member, including a general description of the procedures followed in making the decision and a disclosure of pertinent information upon which the decision was based, except to the extent such information is otherwise protected from disclosure;
  - c. A statement of the faculty member's right to request reconsideration of the decision if he or she asserts that the decision was arbitrary and capricious; and
  - d. A copy of Section 3.09.I.C.
8. **Dismissal if reconsideration not requested.** The dismissal shall be effective on the date set forth in the notice, without recourse to any University appeal or grievance procedure, if the faculty member does not make a written request for reconsideration within 14 calendar days from the date the faculty member receives the notice.
9. **Request for Reconsideration.** If the faculty member believes that the dismissal was arbitrary or capricious, he or she may request reconsideration. The request for reconsideration shall be made in writing and within 14 calendar days after the faculty member receives the notice of dismissal. The request shall be addressed to the President, sent via certified mail, and postmarked within the time limit. The request shall state, with specificity, the reason(s) why the faculty member believes the decision to terminate his or her employment was arbitrary and capricious and shall include a short, plain statement of the facts the faculty member believes support his or her contentions.
10. **Reconsideration Procedure.** If the faculty member makes a timely request for reconsideration, the decision shall be reviewed in accordance with the procedures set forth

in Section 3.09.IV.B-E. The request for reconsideration shall serve as the request for hearing. The hearing process shall be conducted as if the campus committee process (which does not apply in appeals of dismissal based on reduction in force) had failed. The burden shall be on the faculty member to prove, by clear and convincing evidence, that the decision to terminate his or her employment was arbitrary and capricious.

## II. Nonrenewal of Faculty

### A. Grounds for Nonrenewal of Faculty

1. Probationary faculty may be nonrenewed without providing a reason.
2. Temporary faculty members are not subject to the provisions of Section 3.09 II. or IV. No reason shall be given for nonrenewal of the contract term of a temporary faculty member.

### B. Notice of Nonrenewal of Faculty

#### 1. Time of notice

- a. **First Probationary Contract.** In the case of probationary faculty member's first contract with the University, notice of nonrenewal shall be given no later than March 15 of the calendar year in which the contract is to expire.
- b. **Second through Fourth Probationary Contracts.** Except as provided in paragraph (1) of this subsection, notice of nonrenewal shall be given no later than December 15 of the calendar year prior to the calendar year in which the contract is to expire.

2. **Form of Notice.** Notice shall be given in writing and either delivered in person or sent by certified mail to the address shown on personnel records of the University. If notice is mailed, it is deemed given upon the date of mailing. In any event, the notice shall be contained in a sealed envelope addressed to the person being nonrenewed and marked "confidential." A signed and dated receipt shall be requested of the person in the case of personal delivery; a return receipt shall be requested in the case of mail delivery.

3. **Source of Notice.** The Trustees delegate to the President the responsibility for giving notice of nonrenewal.

4. **Content of the Notice.** Notice shall inform the faculty member of the effective date of the nonrenewal and of his/her right to a hearing and review, if any, pursuant to this *Handbook*.

- C. **Effective Date of Nonrenewal.** The effective date of nonrenewal for any reason is the end of the current contract term.

- D. **Appeal of the Decision of Nonrenewal.** Probationary faculty notified that their contracts will not be renewed shall have no right to appeal the nonrenewal decision.

## III. Dismissal of Faculty for Cause



A. **Grounds for Dismissal of Faculty.** Any faculty member may be dismissed for cause.

B. **Notice of Dismissal of Faculty for Cause.**

1. **Time of Notice.** Notice of dismissal for cause may be given at any reasonable time.
2. **Form of Notice.** Notice shall be given in writing and shall be either delivered in person or sent by certified mail to the address shown on personnel records of the University. If notice is mailed, it is deemed given upon the date of mailing. In any event, the notice shall be contained in a sealed envelope addressed to the person being dismissed and marked "confidential." A signed and dated receipt shall be requested of the person in the case of personal delivery; a return receipt shall be requested in the case of mail delivery.
3. **Source of Notice.** The Trustees delegate to the President the responsibility for giving notice of dismissal.
4. **Contents of Notice.** The notice shall set out each ground claimed as justification for the dismissal. In addition, the notice shall inform the faculty member of the effective date of the dismissal and of his or her right to a hearing and review pursuant to this *Handbook*.

C. **Effective Date of Dismissal for Faculty for Cause**

1. The effective date of a dismissal for shall be:
  - a. If no timely request for a hearing is made, the day following the day on which the time for requesting a hearing expires, or any subsequent day designated in the notice; or
  - b. If a timely request for a hearing is made, the day on which the hearing officer makes an initial decision upholding the dismissal, or, if the person elects not to seek review of any earlier stage or review proceedings, the day after the day on which the time for seeking review of that stage normally expires.
2. Salary and benefits shall remain in force until the effective date of a dismissal.

D. **Appeal of the Decision of Dismissal for Cause.** All tenured faculty members who have been notified of their dismissal for cause may appeal the decision using the campus hearing committee and a hearing officer as described in Section 3.09.IV. Appeals of dismissal based on reduction in force are governed by Section 3.09.I.C. Non-tenured faculty members are at-will employees and when dismissed have no review, appeal, or hearing rights.

#### IV. Formal Review of Dismissal and Nonrenewal for Cause

A. **Campus Hearing Committee Review.**

The Campus Hearing Committee Review is only available for dismissal or nonrenewal for cause.

1. Within 14 calendar days after receiving a notice of dismissal or nonrenewal for cause, the eligible affected faculty member may reply to the notice and may include new information and mitigating circumstances. In order to be effective, the reply must be received at the office of the President within this 14-day period, except that in case of hardship, as determined by the President, a later reply may be given effect. Every reply shall be deemed a denial of each and every ground claimed in the notice. If the faculty member intends to assert that the dismissal or nonrenewal violates a statutory or constitutional right of the faculty member, that assertion should be contained in the reply.
2. After receipt of a reply complying with paragraph A.1. of this section, the President or his/her delegate shall see that a campus hearing committee is designated. The campus hearing committee shall consist of two persons appointed by the faculty member, two persons appointed by the President, and a fifth person mutually selected by the four appointees. All five members of the campus hearing committee must be employees of the University.
3. The campus hearing committee shall convene within ten school days after receipt of the reply at the office of the President. A school day is defined as a day when the University is in session and classes are being held. The faculty member may attend, and may have an advisor or representative attend every meeting of the campus hearing committee. Proceedings of the campus hearing committee shall be informal and shall be governed by such rules of procedure as the committee may adopt, subject to this paragraph A.3. On the request of a member of the campus hearing committee, all available pertinent data required for complete investigation of the action of dismissal or nonrenewal shall be provided by the administration to the campus hearing committee and the campus hearing committee shall make available to the faculty member and to the President all available pertinent data derived from any other sources. Both the faculty member and his or her advisor/representative shall be given fair opportunity to discuss before the campus hearing committee the merits of claims made in the notice and reply, and such other matters as the campus hearing committee may deem relevant to the dispute. All meetings and activities of a campus hearing committee are confidential, subject to the provisions of the Open Records Law. The campus hearing committee shall attempt to resolve the dispute by some agreement or arrangement acceptable to both the faculty member and the President, and may propose affirmation or reversal of the termination action, or disciplinary or corrective action different from that ordered by the administration.

The mutually acceptable agreement or arrangement or the communication of the recommendations of the panel to the faculty member and the President must be completed within seven calendar days after the committee first convenes, or within such longer period of time as is mutually agreed to by the faculty member and the President.

#### **B. Hearing Officer Review**

1. Except as provided in paragraph 2 of this subsection, if the campus hearing committee fails, the faculty member is entitled, upon timely application, to a full and fair hearing before a hearing officer in accordance with this paragraph B.

The campus hearing committee process fails if it does not reach a resolution or agreement which is in writing and which is accepted by both the faculty member and the President within seven calendar days after the committee first convenes, or within such longer period of time as is mutually agreed to by the faculty member and the President.

It is solely the faculty member's prerogative to decide whether to request a hearing before a hearing officer.

2. An application for hearing before a hearing officer is timely if it is delivered in writing to the office of the President within seven calendar days after the campus hearing process fails.
3. Upon receipt of a timely application for hearing before a hearing officer, the faculty member and President shall select a hearing officer from a panel of three individuals appointed biennially by the Trustees. The faculty member and the President shall each strike one name from the list and the remaining person will serve as hearing officer. The selection shall be made no more than five days after the receipt of the request for a hearing before a hearing officer.
4. Costs for the hearing officer procedure, including the recording of the hearing, shall be borne by the University except that the faculty member and the University shall each be responsible for expenses incurred at their individual requests during the grievance process, such as the expenses for transcripts, witnesses, and attorneys.
5. The hearing before a hearing officer for faculty is governed by the provisions of this paragraph B.5. The faculty member is entitled to the active participation of legal counsel of his or her own choosing and at his or her own expense. The President is entitled to legal counsel by the Attorney General. The hearing officer shall give notice of a hearing to be held within five days after the hearing officer's initial appointment unless that is impossible without injustice, as determined by the hearing officer. The notice of dismissal or nonrenewal and the reply or request for reconsideration of the faculty member shall be deemed to be the pleadings for purposes of the hearing, except that the faculty member may amend his or her reply or request for reconsideration no later than three working days before the commencement of the hearing. The burden of going forward with the evidence and the burden of persuasion rest upon the faculty member with regard to any assertion contained in the reply, other than a denial of any ground or grounds stated in the notice. No evidence may be admitted at the hearing which is not relevant either to a ground stated in the notice or to an assertion contained in the reply or request for reconsideration.
6. Promptly after the hearing, and if possible within 20 days after his or her initial appointment, the hearing officer shall make findings of fact and conclusions, and prepare a decision. Every decision by a hearing officer shall be deemed an initial decision for purpose of review.

#### **C. Trustees' Review**

1. The hearing officer shall promptly transmit his/her initial decision, along with the record and the findings of fact and conclusions, to the President for review by the Trustees.

2. The Trustees shall review and take action on the initial decision of a hearing officer in accordance with the provisions of §24-4-105 (15), C.R.S.

**D. Judicial Review**

1. An action of the Trustees remanding a case to the hearing officer for such further proceedings as the Trustees may direct is not final action by the Trustees, and therefore is not subject to judicial review.
2. A final action by the Trustees reviewing the initial decision of a hearing officer is subject to such judicial review as is provided by law.

**E. Mootness of Proceedings**

1. If the issues raised by a notice of dismissal or nonrenewal become moot (i.e., immaterial or academic), any hearing or review proceedings pending with regard to that dismissal or nonrenewal shall cease.
2. The issues raised by the dismissal or nonrenewal become moot when the notice is rescinded by the President and written notification of such rescission is mailed to the faculty member.

## **Chapter 4 Employment Policies for Administrative Personnel**

### **Section 4.01 Performance of Administrative Personnel**

#### **I. Purpose**

Administrative personnel, as defined in Section 2.03, shall perform in a manner consistent with job descriptions and individual performance plans periodically created by the employee and their supervisor and maintained by the office of human resources. Career conversations are structured discussions between administrators and their supervisors designed to support employee success through reflection, planning, problem solving, and honest constructive feedback. The purpose of career conversations is to enhance professional growth and assist professional personnel to sustain and improve their contributions to the University. Performance improvement plans (PIPs) may be used when an administrator's performance is not meeting expectations.

#### **II. Career Conversations**

- A. Career conversations are two-way, honest discussions about employee accomplishments, strengths, plans, and areas for professional growth or improvement.
- B. Supervisors should conduct career conversations on a regular basis and document the conversations in writing, providing documentation to the human resources office, and the employee, at least once per a fiscal year.
- C. The University shall maintain a written record of each administrator's career conversation meetings in his or her personnel file.

Refer to Appendix K for career conversation forms. The human resources office provides instruction and training related to conducting career conversations.

#### **III. Career Conversation Disputes**

Career conversation feedback or plan disputes between administrators and their supervisors will be resolved by elevating the dispute to the next-highest ranking administrator to whom the administrator and supervisor report. Such resolution shall be final, non-appealable, and non-grievable.

## Section 4.02 Reassignment and Termination of Administrative and Administrative/Regular Personnel

### I. Reassignment of Administrators and Administrative/Regular Personnel

Administrators and administrative/regular personnel serve in administrative positions at the will and pleasure of the President. The Trustees delegate the authority to reassign administrators and administrative regular/personnel to any other exempt position within the University to the President. Administrators and administrative/regular personnel may be reassigned to other exempt positions in the President's discretion with or without cause or advance notice of reassignment. The authority to reassign administrative and administrative/regular personnel may not be sub delegated to subordinate officers or employees of the University. Reassignments may not be grieved under Section 2.11.

### II. Termination of Administrative Personnel

- A. **At-Will Employment.** Administrative personnel employed by the University are employees-at-will and may be terminated at any time, without cause or advance notice of termination. No pre-termination promise, contract or other agreement purporting to employ administrators for fixed terms shall be valid or enforceable against the State of Colorado, the Trustees, the University, any University officers or employees, nor shall any compensation, whether as a buy-out of the remaining term of any appointment, as liquidated damages, or as any other form of remuneration, be owed or paid to administrators upon or after termination except for compensation that was earned prior to the date of termination prorated to such date.
1. *Notice.* Advance notice of termination or reassignment may be given as a courtesy to administrators. However, in no event shall failure to give such notice entitle administrators to reinstatement, back pay, damages or any form of post-employment compensation.
  2. *Severance Pay.* Notwithstanding the prohibition against paying unearned post employment compensation to terminated administrators, the Trustees, at their option and in their sole discretion, may award severance pay consisting of (i) payment of up to a maximum of three months of salary; and (ii) the provision of up to a maximum of three months of employee benefits to terminated administrators who have been employed by the University for fewer than five years. Such severance pay must be approved at the time of termination. No pre-termination promise, contract or other agreement purporting to entitle administrators to severance pay or any other form of post-employment compensation shall be valid or enforceable against the State of Colorado, the Trustees, the University, or any officers or employees of the University.
  3. *Administrators with Faculty Tenure.* Terminated administrators who possess faculty tenure and, under certain circumstances, terminated administrators who held probationary faculty positions before transferring to the administration, may return to the faculty in accordance with Sections 2.03.II.E.
- B. **Source of Authority.** The Trustees delegate the President the authority to terminate and, at the President's option and discretion, award severance pay to administrative personnel under his or her supervision. The authority to terminate administrative personnel and award them

severance pay may not be sub delegated to subordinate officers or employees of the University.

### **III. Termination of Administrative/Regular Personnel**

Administrative/regular personnel are defined in Section 2.03 as non-faculty professional personnel who were formerly defined as faculty in this *Handbook* in accordance with §23-10-102(4), C.R.S., namely counselors, librarians, and student services personnel, and who completed at least three years of continuous service at one of the State Universitys by the end of the 1987-88 fiscal year. Termination of administrative/regular personnel shall be in accordance with polices for tenured faculty under Section 3.09 of this *Handbook*.

**Section 4.03 Interdepartmental Application Policy****I. Interdepartmental Application Policy.**

The University invests considerable resources to recruit, hire and train employees for vacant positions. Our goal is for employee job satisfaction to foster engagement, productivity, efficiency and retention. Western is supportive of providing professional growth and career advancement opportunities for our employees. Vacant positions may provide internal applicants the opportunity to further develop their skills and to pursue different or greater responsibilities in service to the University. Because it is necessary to balance the University's business need for department productivity with employees' individual career aspirations, the following policy applies.

Western considers Administrators' requests to apply for internal position vacancies and Administrators' applications for internal vacancies in accordance with applicable equal employment opportunity laws and regulations and without regard to the candidate's race, color, sex, national origin, religion, age, disability, genetic information, marital or veteran status.

**A. Administrators with less than twelve (12) months of service in their current position**

An Administrator with less than twelve (12) months of service in their current position, who wants to apply for a vacant position in a different department, must inform their current supervisor promptly and request permission to apply.

An Administrator must have worked in their current position long enough to make a significant contribution before seeking a position in a different department.

Supervisors should be supportive of employees who have the desire to develop their skills or to pursue different or greater responsibilities internally.

The Trustees delegate to vice presidents and officers in the President's cabinet the authority to grant or deny an Administrator's request to apply for an internal vacancy when the administrator has less than twelve (12) months of service in their current position.

The supervisor will consult with the vice president/officer of the division and consider whether or not the employee has made a significant contribution in their current position. They will also review the employee's performance history for "needs improvement" ratings and disciplinary actions. The vice president/officer decides to grant or deny the employee's request based on the employee's contributions and performance. The vice president/officer's decision is final and shall be communicated to the employee in writing, with a copy to the Human Resources office.

**B. Administrators with more than twelve (12) months of service in their current position**

Administrators with more than twelve months of service in their current position may apply for internal vacancies without seeking their supervisor's permission, but are required to notify their current supervisor upon application.



**C. Interdepartmental transitions**

If the employee is selected for a vacant position in a different department, the hiring supervisor will work with the current supervisor to agree upon a start date for the new position. Both parties should give due consideration to disrupting the workflow in the employee's current department and agree to allow adequate time.

This policy in no way limits the University's prerogative under Section 4.02, I. to reassign any Administrator to a new department, a new position, or to make changes in job descriptions, as the administration deems necessary.

**Chapter 5 Procedures and Forms for the Implementation of Personnel Policies for All Exempt Employees**

**Appendix A Notice of Grievance**

Name:

Date:

Department/Program:

Address to which mailing pertaining to this grievance shall be sent:

Provision(s) of *Handbook* or university policies/procedures alleged to have been violated (state section, paragraph, and page):

Statement of grievance (include dates of acts or omission complained of):

Respondent (if any):

Remedy sought:

\_\_\_\_\_  
Signature of grievant(s)

\_\_\_\_\_  
Printed or typed name of grievant(s)

This grievance was filed on \_\_\_\_\_  
date

\_\_\_\_\_  
Signature of person receiving  
Notice of Grievance

\_\_\_\_\_  
Printed or typed name of person  
receiving Notice of Grievance

This form is to be submitted in duplicate:

- 1. Grievant
- 2. Step I Administrator

**Appendix B Notice of Complaint**

Name:

Date:

Department/Program:

Address to which mailings pertinent to this complaint shall be sent:

Provision(s) of the *Handbook* or university policies/procedures alleged to have been violated (state section, paragraph, and page):

Statement of complaint (include dates of acts or omission complained of):

Respondent (if any):

Remedy sought:

\_\_\_\_\_  
Signature of complainant(s)

\_\_\_\_\_  
Printed or typed name of complainant(s)

This complaint was filed on: \_\_\_\_\_  
date

\_\_\_\_\_  
Signature of person receiving  
Notice of Complaint

\_\_\_\_\_  
Printed or typed name of person  
receiving Notice of Complaint

This form is to be submitted in duplicate:

- 1. Complainant
- 2. President

## **Chapter 6 Procedures and Forms for the Implementation of Faculty Personnel Policies**

### **Appendix C Sabbatical Leaves**

#### **I. Application Steps**

The following are needed to complete a sabbatical leave proposal:

A. Complete the “Application for Sabbatical Leave.” This form has been included in this appendix.

B. Submit a narrative sabbatical plan consistent with the Trustees’ procedures outlined in Section 3.07.II. The plan shall include:

1. **Activities:** What is it you propose to do during the leave period? This section should be a specific description of your plans for the leave period, including location, time periods, people or organizations involved, and the nature and scope of your proposed activities.

2. **Objectives and Evaluation.** What are the objectives you have set for yourself during the leave and by what criteria do you propose to evaluate the extent to which those objectives are met?

3. **Benefits.** Describe how both you and the university will benefit, directly or indirectly, as a result of the proposed leave.

4. **Arrangements.** If you propose to study with an individual or agency, to use facilities, to accept a grant, or to engage in activity requiring advance arrangements, please submit evidence that these arrangements have been made or are in process. It will be possible to recommend leave, contingent upon finalization of such grants and/or arrangements.

C. Submit a short resume that includes all leaves taken of whatever type (sabbatical, administrative, or leave without pay).

D. Arrange for letter(s) of recommendation by colleagues from your department or other affected individuals that indicate how your leave fits into the departmental plan.

## Sabbatical Proposal Guidelines 3-16-2015

Please seek feedback from your departmental FPAC representative as you develop your sabbatical proposal.

Note that you may be asked to publicly present the results of your sabbatical. In order to ensure that Western continues to support sabbaticals, it is essential that all sabbaticals demonstrate that they are justifiable in terms of the costs expended by the university.

1. Include an abstract. The abstract may be the only part of the proposal that the Board of Trustees sees. It must, therefore, be clearly written and incorporate the major parts of the proposal.

The abstract

- should be written for the Board of Trustees and a general audience;
  - should be one or two paragraphs and no more than ½ page in length;
  - should be written in the first person;
  - should include a clear description of the project;
  - should include clear outcomes of the project;
  - should include benefits to the faculty member in terms of professional development, to the student, and to Western;
  - may note outcomes from earlier sabbaticals;
  - should be edited for readability and grammatical correctness.
2. The proposal should also be written with the Board of Trustees and potential members of the general public as the audience. It should be directed to audiences outside the individual's area of specialization.
  3. Backup plans must be as well articulated and developed as the preferred plans for proposed sabbatical. If the preferred plan is not possible, then the backup plan becomes the sabbatical plan.
  4. Proposed projects should be realistically do-able within the given period of leave. It is better to do more than promised, rather than less.
  5. Proposed outcomes should be clear and verifiable.
  6. Fully explain project details such as agreements with host institutions, etc.
  7. A letter of support from your chair and/or colleagues is required. If you are making arrangements with other institutions, please include verification that the institutions are willing to host you.
  8. The proposal should be complete.
  9. The proposal should include subheadings and be edited for clarity and grammatical correctness.

Recommended page length for proposals (excluding letters of support and CV) is 3-6 pages. Endeavor to strike a balance between being overly detailed and too terse or succinct.

## II. Schedule for Sabbatical Leave Requests

If the date falls on a weekend or holiday, the deadline will be the next working day.

First Monday in April	The vice president for academic affairs will notify the faculty of appropriate leave deadlines.
Second Monday in September	Initial proposals should be turned in to the vice president for academic affairs by this date. Material will be available to FPAC for review in the office of academic affairs.
First Monday in October	First review of sabbatical leave proposals and leave without pay proposals completed by FPAC; initial proposals will be returned to the individual faculty member with comments for revision or clarification, if needed.
Third Monday in October	Revised proposals should be turned into the vice president for academic affairs' office by this date. Material will be available for FPAC to review in the office of academic affairs.
First Monday in November	FPAC submits recommendations to vice president for academic affairs on approval or denial of leave requests.
Second Monday in December	The vice president for academic affairs submits sabbatical and leave without pay recommendations to the President.
Third Monday in December	President makes final decision on sabbatical and leave without pay requests.
February Board Meeting	Board acts on sabbaticals.

APPLICATION FOR SABBATICAL LEAVE

Date of Request:

Name:

Position:

Dates of Last Sabbatical Leave:

Dates of Requested Sabbatical Leave:

I hereby formally request a sabbatical leave for the period indicated above. The sabbatical plan for my proposed leave is attached. I have read the leave policies of the university and agree to abide by those policies. I agree to return to the university for a full years' employment upon completion of the leave or reimburse the university for all salary paid during the period of approved leave.

\_\_\_\_\_  
Signature of Applicant

I (recommend) (do not recommend) approval of applicant's request for leave.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of chair or director

The Faculty Personnel Advisory Committee (recommends) (does not recommend) approval of request for leave.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Committee Chair

I (recommend) (do not recommend) approval of the applicant's request for leave.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Vice President for Academic Affairs

I (recommend) (do not recommend) approval of the applicant's request for leave.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of President

Action by the Trustees:

Date:

FINAL SABBATICAL REPORT TO THE BOARD OF TRUSTEES

To be completed by faculty members and submitted to the vice president for academic affairs.

Name and Title of Faculty Member:

Period of Leave:

Attach final sabbatical report for review by the trustees as required in Section 3.07 of the *Handbook for Professional Personnel* and §23-5-123 C.R.S. and as agreed to in the faculty member's sabbatical application. The sabbatical report shall summarize the faculty member's activities while on sabbatical and the benefits he or she derived from the leave in sufficient detail to permit a determination whether the faculty member achieved the goals specified in his or her sabbatical plan. However, sabbatical reports need not include specific details of any research the faculty member conducted while on sabbatical leave.

\_\_\_\_\_  
Signature of Sabbatical Recipient

\_\_\_\_\_  
Date



## Appendix D Faculty Salary Plan <sup>1</sup>

The Faculty Salary Plan will be used to determine the adjustments and additions to faculty members' salaries. The university administration will use the Faculty Salary Plan for determining the amount of money to allocate to faculty salaries from the total University budget.

### I. Merit-based Faculty Salary Adjustments

A. **Determination of salary pool.** Immediately following determination of the University budget for the forthcoming fiscal year, the vice president for academic affairs will report the amount of funds available for faculty salary adjustments to the Faculty Senate and the chairs and directors. This report will normally be given before the conclusion of the spring semester.

B. **Allocation of salary pool.** No salary increase will be awarded to a faculty member whose performance is evaluated as "unsatisfactory." Funds available from the salary pool will be allocated to faculty members in the following order:

### II. Increases for Promotion and Tenure

A. Faculty members who are granted tenure or are promoted will receive the following additions to their annual base salaries:

Tenure:	\$1,500
Promotion from Assistant Professor to Associate Professor:	\$1,500
Promotion from Associate Professor to Professor:	\$3,000

B. The Faculty Senate will annually review the standard amounts for tenure and promotion increases and will recommend adjusted amounts to the administration as they deem appropriate.

C. In the event that a faculty member is tenured or promoted during a year in which insufficient funds are available for a salary increase, then the faculty member will be given first priority for receiving the tenure or promotion increase at the rate in effect in the first year when sufficient funds become available. Tenure and promotion increase dollars in the faculty member's base salary during the period between tenure and promotion and the first availability of funds will not be awarded retroactively.

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<sup>1</sup> Revised June 2007

### **III. Degree Completion Increases**

A. In recognition of completion of a terminal degree by a probationary or tenured faculty member, \$1,000 will be added to the base salary of the contract issued subsequent to completion of the degree.

B. In the event that a probationary or tenured faculty member completes a terminal degree as specified above before a year in which no funds are available for a salary increase, then the faculty member will be given first priority for receiving the degree completion increase in the first year when sufficient funds become available. Degree completion increase dollars in the faculty member's base salary during the period between promotion and the first availability of funds will not be awarded retroactively.

### **IV. Parity and Equity Adjustments**

Parity and equity adjustments to the salary of probationary and tenured faculty, if any, will be administered under the conditions outlined by Section 2.04.

### **V. Meritorious Performance Increases**

Tenured and probationary faculty currently employed and who will be returning to their positions for next academic year will be eligible to receive meritorious performance increases. The amount available for meritorious performance increases is divided into two pools, one for meritorious performance awards and one for outstanding performance awards. Funds will be distributed as follows:

A. Faculty members earning evaluations of "Commendable" or "Satisfactory" will be eligible for a meritorious performance award. The percent salary increase to be awarded to each eligible person is calculated by dividing the total amount available by the sum of the base salaries of all eligible persons. Meritorious performance awards are to be allocated as a percent of the base salary of each eligible person.

B. A faculty member will be eligible for an outstanding performance award for an overall performance rating of "Commendable" or "Satisfactory." The flat amount to be awarded to each eligible person is calculated by dividing the total amount available by the number of eligible faculty. All eligible persons receive the same amount.

### **VI. Report of Recommended Salary Adjustments**

The vice president for academic affairs shall report and discuss the recommended salary adjustments with the Faculty Senate.

### **VII. Faculty Senate Chair Stipend**

The chair of the Faculty Senate shall receive either a stipend equivalent to the base component of the chairs and directors or one-quarter assigned time.

**VIII. Individuals teaching on a per-credit basis will be paid according to the following scale:**

A. Full-time tenured and probationary faculty teaching an overload: \$1,200 per credit

B. Emeritus faculty: \$1,200 per credit

C. Pay range for lecturers paid by the credit:

Bachelor's degree:	\$800 per credit
Master's degree:	\$1000 per credit
Doctorate:	\$1100 per credit

Salaries equivalent to the above will be paid for individuals teaching laboratory sections that have no credit assigned to them.

**IX. Full-time Temporary Instructional Personnel**

It is clearly understood that employment on a temporary assignment will not continue beyond expiration of the contract period. Full-time temporary instructional personnel may be assigned to teach up to 30 credits, depending upon department needs for committee assignments and/or advising which may justify reassign time.

Master's degree:	minimum annual salary of \$35,000
Doctorate:	minimum annual salary of \$36,000

**Appendix E Procedures for the Evaluation of Faculty**

- I. Comprehensive evaluation of probationary faculty members will be conducted annually during the probationary period. Included in the comprehensive evaluation of probationary faculty are:
  - A. Comprehensive Professional Development Plan
  - B. Self Evaluation
  - C. Updated résumé
  - D. Student evaluations using the prescribed instrument
  - E. Optional peer evaluations
  - F. Review by the Departmental Review Committee
  - G. Chair or director evaluation
  
- II. Comprehensive evaluation of tenured faculty members will be conducted every five years. Included in the comprehensive evaluation of tenured faculty are:
  - A. Comprehensive Professional Development Plan
  - B. Self Evaluation
  - C. Annual Performance Review documentation for the five-year period
  - D. Updated résumé
  - E. Student evaluations from each of the five years of the review period
  - F. Optional peer evaluations from each of the five years of the review period
  - G. Review by the Departmental Review Committee
  - H. Chair or director evaluation
  
- III. Annual performance reviews of tenured faculty members occur during the intervals between their comprehensive evaluations. Included in the annual performance review are:
  - A. Annual Professional Development Plan (an optional update of the five-year plan)
  - B. Self Evaluation
  - C. Student evaluations using the prescribed instrument
  - D. Updated résumé
  - E. Optional peer evaluations
  - F. Chair or director evaluation
  
- IV. Annual evaluation of full-time temporary faculty members minimally includes:
  - A. Student evaluations using the prescribed instrument
  - B. Optional peer evaluations
  - C. Chair or director evaluation
  
- V. Evaluation of part-time temporary faculty members will be conducted each semester of employment and minimally includes:
  - A. Student evaluations using the prescribed instrument
  - B. Chair or director evaluation
  
- VI. Forms for the evaluation of faculty are on the following pages.

**DEPARTMENT CHAIR OR DIRECTOR'S EVALUATION OF FACULTY**

Evaluation for:  
 Evaluation Period:

This is a (select one):      Comprehensive Evaluation of Probationary Faculty Member      \_\_\_\_\_  
    Comprehensive Evaluation of Tenured Faculty Member      \_\_\_\_\_  
    Annual Performance Review of Tenured Faculty Member      \_\_\_\_\_  
    Evaluation of Full-Time Temporary Faculty Member      \_\_\_\_\_  
    Evaluation of Part-Time Faculty      \_\_\_\_\_

**Overall Evaluation Rating:** \_\_\_\_\_  
 (Unsatisfactory, Satisfactory, Commendable)

**Recommendation (select only one):**

**Comprehensive Evaluation of Probationary Faculty Member:**  
 The Chair/Director recommends renewal of probationary status      \_\_\_\_\_  
 The Chair/Director recommends non-renewal      \_\_\_\_\_

**Comprehensive Evaluation of Tenured Faculty Member:**  
 The individual performs at an acceptable level. The next Comprehensive Review will be in five years, unless there are "unsatisfactory" annual evaluations.      \_\_\_\_\_  
 The individual should develop a Post-Tenure Performance Improvement Plan      \_\_\_\_\_

**Annual Performance Review of Tenured Faculty Member:**  
 The individual performs at an acceptable level. The next review will be:  
     Annual Review      \_\_\_\_\_  
     Scheduled Comprehensive Review      \_\_\_\_\_  
 The individual should develop a Post Tenure Performance Improvement Plan      \_\_\_\_\_

**Evaluation of full-time temporary faculty or part-time faculty:**  
 The individual performs at an acceptable level and may be considered for future employment      \_\_\_\_\_  
 The individual should not be considered for continued employment      \_\_\_\_\_

Signatures:

I have read and discussed the evaluation with my department chair:

\_\_\_\_\_  
 Signature of Faculty Member      \_\_\_\_\_  
 Date

I have discussed the evaluation with the person being evaluated:

\_\_\_\_\_  
 Signature of Chair or Director      \_\_\_\_\_  
 Date

**SUPPORTING DETAIL FOR DEPARTMENT CHAIR OR DIRECTOR'S  
EVALUATION OF FACULTY**

The evaluation of faculty may include comprehensive consideration of all information relevant to a faculty member's contribution to the University and faculty performance shall be evaluated in the categories of instruction, professional activity, and college service. Evaluative criteria for faculty performance in instruction, college service, and professional activity are found in Section 3.08 section III of the *Handbook for Professional Personnel*. The evaluation should reflect how goals and objectives set forth in the faculty member's most recent Professional Development Plan were met.

If this is a comprehensive evaluation of a tenured faculty member, these details should include information including summaries of instruction, college service, and professional activities from the past 4 years.

**Instruction** (60%) (narrative indicating strengths and weaknesses as documented in student evaluations, chair or director's observations, self evaluation, Departmental Review Committee's comments, and peer comments if available)

**Chair or Director's rating for Instruction:** \_\_\_\_\_  
(Unsatisfactory, Satisfactory, Commendable)

**College Service** \_\_\_\_\_% (narrative indicating strengths and weaknesses as documented in the chair or director's observations, self evaluation, Departmental Review Committee's comments, and peer comments if available)

**Chair or Director's rating for College Service:** \_\_\_\_\_  
(Unsatisfactory, Satisfactory, Commendable)

**Professional Activity** \_\_\_\_\_% (narrative indicating strengths and weaknesses as documented in chair or director's observations, self evaluation, Departmental Review Committee's comments, and peer comments if available)

**Chair or Director's rating for Professional Activity:** \_\_\_\_\_  
(Unsatisfactory, Satisfactory, Commendable)

**Overall Evaluation:** Summary of performance, which may include consideration of all information relevant to a faculty member's contribution to the University per Section 3.08 section III of the *Handbook for Professional Personnel*. Information such as the faculty member's adherence to contractual obligations, University policies, and professional standards. Qualities that should be characteristic of all faculty members include, but are not limited to, involvement in and contribution to the University community; responsible mentoring of students; cooperative interaction with other faculty members; practicing respectful and civil discourse; and the demonstrated commitment and ability to make a continuing contribution to the University's academic role and mission.

**Chair or Director's overall rating:** \_\_\_\_\_  
(Unsatisfactory, Satisfactory, Commendable)

**SUMMARY OF STUDENT EVALUATIONS OF INSTRUCTION**

Student Evaluations for Spring semester					
Course	Raw Scores				
	A. Progress on Relevant Objectives	B. Excellent Teacher	C. Excellent Course	Number Responding	Response Rate
Departmental Average					
Institutional Average					
National Average					

Student Evaluations for Fall semester					
Course	Raw Scores				
	A. Progress on Relevant Objectives	B. Excellent Teacher	C. Excellent Course	Number Responding	Response Rate
Departmental Average					
Institutional Average					
National Average					

**DEPARTMENTAL REVIEW COMMITTEE EVALUATION**

Evaluation for:

Date:

Evaluation  
Period:

Faculty performance shall be evaluated in the categories of instruction, professional activity, and university service. Evaluative criteria for faculty performance in instruction, university service, and professional activity are found in Section 3.08 section III of the *Handbook for Professional Personnel*. The evaluation should reflect how goals and objectives set forth in the faculty member’s most recent Professional Development Plan were met.

If this is a comprehensive evaluation of a tenured faculty member, these details should include information including summaries of instruction, university service, and professional activities from the past 4 years.

**Instruction (60%)** (narrative indicating strengths and weaknesses as documented in student evaluations, chair or director’s observations, self evaluation, Departmental Review Committee’s comments, and peer comments if available)

**University Service**\_\_\_\_\_ % (narrative indicating strengths and weaknesses as documented in the chair or director’s observations, self evaluation, Departmental Review Committee’s comments, and peer comments if available)

**Professional Activity**\_\_\_\_\_ % (narrative indicating strengths and weaknesses as documented in chair or director’s observations, self evaluation, Departmental Review Committee’s comments, and peer comments if available)

Other factors, not specifically enumerated above, and generally considered 'professionalism' may be evaluated. These factors include qualities such as involvement in and contribution to the University community; responsible mentoring of students; cooperative interaction with other faculty members; practicing respectful and civil discourse; and the demonstrated commitment and ability to make a continuing contribution to the University’s academic role and mission.

Recommendation (select only one):

**Comprehensive Evaluation of Probationary Faculty Member:**

The Departmental Review Committee recommends renewal of probationary status \_\_\_\_\_  
The Departmental Review Committee recommends non-renewal \_\_\_\_\_

**Comprehensive Evaluation of Tenured Faculty Member:**

The individual performs at an acceptable level. The next Comprehensive Review should be in five years unless there are “unsatisfactory” annual evaluations. \_\_\_\_\_  
The individual should develop a Post-Tenure Performance Improvement Plan \_\_\_\_\_

Signatures of Departmental Review Committee members:



**SELF EVALUATION**

Name:

Date:

Evaluation Period:

This is a:

- \_\_\_\_\_ Self Evaluation for Comprehensive Evaluation of probationary faculty.
- \_\_\_\_\_ Self Evaluation for Comprehensive Evaluation of tenured faculty
- \_\_\_\_\_ Self Evaluation for Annual Performance Review of tenured faculty.

Faculty performance shall be evaluated in the categories of instruction, professional activity, and college service. Evaluative criteria for faculty performance in instruction, college service, and professional activity are found in Section 3.08 section III of the *Handbook for Professional Personnel*. The evaluation should reflect how goals and objectives set forth in the faculty member's most recent Professional Development Plan were met. Please note that performance evaluation may include comprehensive consideration of all information relevant to a faculty member's contribution to the University. Consideration may be given to the faculty member's adherence to contractual obligations, University policies, and professional standards. Qualities that should be characteristic of all faculty members include but are not limited to involvement in and contribution to the University community; responsible mentoring of students; cooperative interaction with other faculty members; practicing respectful and civil discourse; and the demonstrated commitment and ability to make a continuing contribution to the University's academic role and mission.

**Instruction (60%)**

**College Service \_\_\_\_\_%**

**Professional Activity \_\_\_\_\_%**

**PROFESSIONAL DEVELOPMENT PLAN**

Name:

Date:

Evaluation Period:

This is a:

- \_\_\_\_\_ Comprehensive Professional Development Plan for probationary faculty (one-year plan).
- \_\_\_\_\_ Comprehensive Professional Development Plan for tenured faculty (five-year plan)
- \_\_\_\_\_ Annual Professional Development Plan for tenured faculty. This is an optional update to the most recent five-year Comprehensive Professional Development Plan.

Indicate below your goals and objectives for each area. Descriptions of evaluative criteria for faculty performance in instruction, university service, and professional activity are found in Section 3.08 section III of the *Handbook for Professional Personnel*.

**A. Instruction (60%)**

**B. University Service \_\_\_\_\_%\***

**C. Professional Activity \_\_\_\_\_%\***

\*Weights may be between 10% and 30%, however, the sum of B and C must equal 40%.

**PEER REVIEW**

Peer Review for:

Date:

Evaluation Period:

Name of Reviewer:

Please comment below on strengths and weaknesses of instruction, college service or professional activity relevant to your observations. You do not have to comment on each area, just those which you have had an opportunity to observe or for which you have knowledge. Evaluative criteria for faculty performance in instruction, college service, and professional activity are found in Section 3.08 section III of the *Handbook for Professional Personnel*. Performance evaluation may include comprehensive consideration of all information relevant to a faculty member's contribution to the University. Consideration may be given to the faculty member's adherence to contractual obligations, University policies, and professional standards. Qualities that should be characteristic of all faculty members include but are not limited to involvement in and contribution to the University community; responsible mentoring of students; cooperative interaction with other faculty members; practicing respectful and civil discourse; and the demonstrated commitment and ability to make a continuing contribution to the University's academic role and mission.

## Appendix F Tenure Review Documentation and Procedures

### I. Documentation

The tenure file must include the following materials relevant for consideration for tenure as well as the additional supporting documentation as listed below.

- A. Cover letter from the faculty member containing the following information:
  - 1. a request to be considered for tenure.
  - 2. the specific academic years which the faculty member wishes to have considered as fulfilling the required probationary period.
- B. A complete updated résumé.
- C. Summary statement detailing the faculty member's performance and accomplishments in the areas of instruction, university service, and professional activity, over the full probationary period.
- D. Early tenure applications only: evidence of performance and accomplishments during up to three years' of service in tenurable rank and position at another regionally-accredited, baccalaureate-granting institution of higher education (if applicable).
- E. Comprehensive evaluations of the faculty member for each of the academic years which the faculty member wishes to have considered as fulfilling the required years in his or her probationary period.
- F. A minimum of two letters of assessment from appropriate colleagues containing the following information should be sent directly to the office of the vice president for academic affairs:
  - 1. the professional or other relationship upon which the writer bases his or her observations;
  - 2. the length of time the writer has had to observe the candidate;
  - 3. specific achievements and/or accomplishments of the candidate in the areas of teaching, professional development, and university service consonant with the criteria for tenure which the writer has knowledge of.
- G. Any additional material(s) the faculty member believes is relevant to his or her tenure application and which he or she wishes to have considered.
- H. Letter of departmental assessment containing:
  - 1. a recorded vote of the department's tenured members on the faculty member's request for tenure taken after suitable discussion;
  - 2. a written summary of the strengths and weaknesses of the candidate.

## II. Schedule for Tenure Applications

If the date indicated falls on a weekend or holiday, the deadline will be the next working day. If the date is for a committee meeting and is a day on which the committee doesn't normally meet, the date will be the next regularly scheduled meeting of the committee.

First week of Fall semester	The vice president for academic affairs notifies probationary faculty who are eligible to apply for tenure
First Monday in October	Letter requesting consideration for tenure due to academic affairs office and tenured faculty members of the department
Second Monday in October	Copy of supporting materials to Department Chair and tenured faculty members
Second Monday in November	Supporting materials due to the vice president for academic affairs' office.
Fourth Monday in November	The vice president for academic affairs completes tenure review file. Candidates may be asked to supply additional materials to complete the file. Candidates may ask to review tenure file and request a meeting with the FPAC Tenure Review Committee. FPAC begins review.
First Friday of Spring Semester	FPAC makes recommendations to vice president for academic affairs on tenure. The vice president for academic affairs may consult with FPAC as necessary.
Third Friday of January	The vice president for academic affairs forwards recommendations to President
First Monday of February	Favorable presidential recommendations on tenure submitted to Board of Trustees
February Board Meeting	Board of Trustees discuss tenure recommendations
March Board Meeting	Board of Trustees act on tenure recommendations.

## Appendix G Promotion in Academic Rank Application Procedures

### I. Documentation

Supporting materials for promotion include the following:

- A. Cover letter for the faculty member requesting to be considered for promotion.
- B. A complete updated vitae.
- C. A comprehensive evaluation during the current year and appropriate evaluations from the previous three years.
- D. Supporting documentation may also include:
  1. Summary statements from applicant addressing the faculty member's performance and accomplishments in the areas of teaching, professional development, and university service.
  2. Two letters of assessment from appropriate colleagues containing the following information:
    - a) the professional or other relationship upon which the writer bases his or her observations;
    - b) the length of time the writer has had to observe the candidate; and
    - c) specific achievements and/or accomplishments of the candidate in the areas of teaching, professional development, and university support consonant with the criteria for promotion which the writer has knowledge of;
  3. A letter of departmental assessment, submitted by the tenured faculty in your department to the Office of the Vice President for Academic Affairs, which may contain:
    - a) the recorded vote of the department's tenured members on the faculty member's request for promotion taken after suitable discussion; and
    - b) a written summary of the strengths and weaknesses of the candidate.
  4. Any additional material(s) the faculty member believes is relevant to the portfolio and wishes to have considered.

### II. Schedule for Promotion

If the date indicated falls on a weekend or holiday, the deadline will be extended to the next working day.

First week of fall semester	The vice president for academic affairs notifies faculty of deadlines for application for promotion
First Monday in February	Deadline for faculty to submit request for promotion to the office of academic affairs
Third Monday in February	Copy of portfolio to chair or director and Departmental Review Committee (DRC)
First Monday in March	Supporting materials due in the vice president for academic affairs' office. FPAC begins review.

Third Monday in March	FPAC conducts initial review of promotion files and may request additional information from applicants.
First Monday in April	FPAC completes formal vote on promotions and submits recommendations to the vice president for academic affairs.
Second Monday in April	Vice president for academic affairs reviews promotion files and FPAC recommendations and then submits final recommendations to the President
Third Monday in April	The president shall grant or deny the promotion application and notify the applicant of the decision.
May Board Meeting	Promotions presented as an information item to Board of Trustees.

**Appendix H Emeritus Recommendations**

In the event the date listed falls on a weekend or holiday, the next working day will be the deadline. If the date is for a committee meeting and is on a day that the committee doesn't normally meet, the deadline will be the date of the next regularly scheduled meeting of the committee.

First Monday in March	FPAC receives a list of eligible faculty members and solicits information.
First Senate Meeting in April	FPAC forwards recommended emeritus list to the Faculty Senate for consideration.  Faculty Senate forwards recommendations to the president.
April Board Meeting	Board of Trustees considers emeritus recommendations forwarded by the President. If approved, emeritus status will be conferred at the spring commencement.



## **Appendix I Selection, Retention and Evaluation of Chairs and Directors**

### **I. Appointing Authority**

Chairs and directors are appointed by and serve at the pleasure of the president and, in their roles as chairs and directors, report to the vice president for academic affairs.

### **II. Departmental Actions and Policies**

By January 15 of the semester prior to the year a chair or director's seat is to become vacant, the academic unit shall conduct a meeting and follow the selection procedures listed below:

#### **A. Eligibility**

All tenured and non-tenured, tenure track persons shall be eligible to become a chair or director. No policy or action on the part of faculty or administration shall compel an individual to be a chair or director.

#### **B. Selection Method**

i. All eligible faculty who desire to become chair or director shall constitute the pool of nominees.

ii. Voting will be done by secret ballot. All tenured and non-tenured, tenure track faculty shall be eligible to vote.

iii. Voting shall continue until the top one or two candidates are decided upon. This name or these name(s) shall constitute the academic unit's choice(s).

#### **C. Length of terms**

i. Chairs and directors shall serve nominal-three year terms.

ii. Following a chair or director's annual review, an academic unit may, by means of a 2/3 vote of its tenured and non-tenured, tenure track faculty, voting by secret ballot, recommend that he or she be removed from office. The results of the ballot shall be forwarded to the vice president for academic affairs, who will forward the recommendation, together with his or her own recommendation, to the president for decision and action.

#### **D. Renewal of terms**

Chairs and directors shall be limited to two consecutive three-year terms and shall not be eligible to be a candidate for a third consecutive term except as herein provided. A chair or director may be a candidate for election for additional successive terms, provided that 75% (rounded up) of those eligible voting members of that academic unit, voting by secret ballot, agree to allow the chair or director to become a candidate.

#### **E. Stipend/Release Time**

Chairs and directors will be compensated with stipends and/or reassigned time commensurate with their responsibilities.

### **III. Senior Administration Actions and Policies**

A. The vice president for academic affairs shall review the name(s) submitted by each department and shall take one of the following actions:

i. Recommend to the president the appointment of one of the candidates put forward by the department;

ii. Reject the candidate(s) recommended by the department.

B. If the vice president for academic affairs rejects the candidate(s) put forward by the department, he or she shall meet with the department and explain his or her concerns. After hearing the vice president's concerns about the rejected candidate(s), the department, by a

2/3 vote of its tenured and non-tenured, tenure track faculty, may require the vice president to forward one of its candidates to the president for decision and action. In this case the vice president may also submit his or her own evaluation of the candidate to the president.

C. Annual Review.

i. The teaching evaluation for each chair and director shall be conducted annually with input given to the vice president for academic affairs by the Departmental Review committee. The vice president for academic affairs (or designee) will complete the teaching evaluation using the Departmental Review Committee's written recommendation and other appropriate measures as outlined in the Faculty Evaluation Policy.

ii. The vice president for academic affairs (or designee) will evaluate the chair or director's performance as an administrator using the university's criteria for evaluation of administrators based upon the goals, responsibilities, and self evaluation.

## Chapter 7 Procedures and Forms for Administrative Personnel Policies

### Appendix J Administrative Salary Plan

#### I. Methodology

- A. **Position Descriptions.** For new hires, the human resources director, in consultation with the cabinet shall assign each professional position in each administrative division a code number based upon the position descriptions developed by the College and University Personnel Association for Human Resources (CUPA-HR).
- B. **Salary schedules.** Annual salary adjustments will be based on the procedures established in Section D below, and will be approved by the President and will conform to any additional guidelines provided by the Trustees.
- C. **Hiring Guidelines.** The most recent applicable *CUPA-HR Compensation Survey* available when salaries for professional personnel are established for any fiscal year shall serve as salary guidelines for new professional personnel hired for that year. Western State Colorado University will *typically* offer initial administrative contracts to professional personnel which range from 75% to 110% of the median salary determined for the position at public institutions with similar enrollments. Consideration will be given to the candidate's years of service<sup>1</sup>, qualifications, performance potential, and market factors. The President in consultation with the Cabinet will approve initial salaries before an offer of employment is communicated to a candidate.
- D. **Salary Adjustments.** The Trustees annually establish average salary increases which may be awarded to professional personnel. This salary increase is typically expressed as a percentage of the salaries of all professional personnel. Individual percentage increases may be greater than or lesser than the group average. The total increase for professional staff may be equated to a dollar value and established as a "salary increase pool" of funds available for the augmentation of professional salaries in accordance with the following procedures:
  1. The President and the cabinet will establish procedures annually for the allocation of the salary increase pool.
  2. In allocating the salary increase pool the president and the cabinet will take into consideration factors, including but not necessarily limited to, external market conditions, internal equity and individual employee contributions to their division and/or the University.
  3. Positions that are currently vacant may be excluded from the salary adjustment process.
  4. The base salaries of personnel appointed to new positions will be adjusted prior to the establishment of the salary increase pool. Professional personnel who receive a salary increase on the basis of appointment to a new position, typically defined as having started work in January or later, may not receive further consideration for adjustments in the current cycle.

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<sup>1</sup> Relevant service shall include all previous experience, wherever obtained. Years of relevant experience are not synonymous with "years in the workforce" or "years at Western State Colorado University". Entry level or apprenticeship experience in any professional discipline would typically be excluded. Years of service actually performing the same or similar duties required of the position would typically be included.

Appendix K Career Conversations



# Career Conversation

**Employee Name:** Click to enter name

**Employee Title:** Click to enter title

**Employee ID:** Click to enter ID

**Department:** Click to enter department name

**Supervisor Name:** Click to enter supervisor name

**Supervisor Title:** Click to enter supervisor title

**Reflection Period** Click to enter start date. **to** Click to enter end date.

**Date Completed by Employee:** Click to enter completed date

**EMPLOYEE REFLECTION: 3 key accomplishments during this reflection period**

(additional accomplishments may be attached)

1. Click here to enter
2. Click here to enter
3. Click here to enter

**Supervisor Response:**

Click here to enter

**EMPLOYEE REFLECTION: 3 key strengths that make me effective in my role and examples of how I have applied them**

1. Click here to enter  
» **Example:** Click here to enter
2. Click here to enter  
» **Example:** Click here to enter
3. Click here to enter  
» **Example:** Click here to enter

**Supervisor Response:**

Click here to enter

**EMPLOYEE PLAN: At least 3 goals for the next 6-12 months** (note professional development plans here as well)

1. Click here to enter
2. Click here to enter
3. Click here to enter

**Supervisor Response:**  
Click here to enter

**EMPLOYEE PLAN: 3 things I want to *do more, do less, start, stop or change* to be even more effective in my role**  
(focus on behaviors, practices, structural issues)

1. Click here to enter
2. Click here to enter
3. Click here to enter

**Supervisor Response:**  
Click here to enter

**Summary Comments from Supervisor:** (Use this section to summarize your career conversation. Document especially notable performance or describe concerns)  
Click here to enter  
**Date Completed by Supervisor:** Click to enter completed date

**Supervisor Signature:** Click here to enter signature      **Date:** Click to enter date

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**Signature acknowledging employee review of Career Conversation notes:**

**Employee Signature:** Click here to enter signature      **Date:** Click to enter date

**Employee Comments (optional):**  
Click here to enter

**Chapter 8 Anti-discrimination Policy and Grievance Procedure****Appendix L Anti-Discrimination Policy and Grievance Procedure****I. Definitions.** The following definitions shall apply to this Policy.

1. “Affiliate” means an entity at which members of the Campus Community work or study (including entities that accept student interns) and other third parties or service providers on campus or associated with the University through contracts, affiliation agreements, or otherwise.
2. “Affirmative Action Officer” means the person appointed by the University to investigate complaints or grievances. When the President appoints another to fulfill the role of the Affirmative Action Officer with respect to a particular matter, Affirmative Action Officer shall be read to mean the person so appointed by the President. The contact information for the current Affirmative Action Officer is available by contacting the University’s human resources office.
3. “Calendar day” and “day” mean any day of the year. “Working day” means a day on which the University holds regular class sessions or exams, and excludes Saturdays, Sundays, and University holidays. It includes summer session, even if a party is not enrolled, employed or volunteering during the summer, and periods of annual or other leave requested by the party.
4. “Campus Community” means Students who are admitted or enrolled in the University or are participating in programs offered by the University, Faculty, Professional Personnel, Classified Staff, and Volunteers.
5. “Complaint” means a written or oral allegation of violation of this policy that has not been formally filed as a Grievance.
6. “Complainant” means a person making a written or oral allegation of violation of this policy other than by filing a Grievance.
7. “Deliver” or “Delivery” means hand delivery, signed receipt required, or certified mail, return receipt requested. The date of delivery shall be the date of mailing according to the records of the University or hand delivery as evidenced by a postal certification form or a receipt signed by the recipient. If the recipient does not accept a hand-delivery, a certification signed by the person who attempted to deliver the notice shall be conclusive evidence of the date of delivery.
8. “Disciplinary action” means the process for and sanctions available for violations of University policy as set forth in the *Western State Colorado University Student Handbook* or any applicable Graduate Program Handbook or Catalog, the *Colorado State Personnel Board Rules and Director’s Administrative Procedures*, or the University’s *Handbook for Professional Personnel*.
9. “Employee” means any member of the Classified Staff, Professional Personnel, or Faculty and student employees.
10. “Grievance” means a written allegation of discrimination or retaliation that is filed with University in accordance with this policy. A grievance form is available by contacting the University’s human

resources office.

11. “Grievant” means any member of the Campus Community who files a written Grievance.
12. “Party” means Grievant(s) or Respondent(s).
13. “Protected status” means age (40 and over), color, disability, gender identity, genetic information, military or veteran status, national origin, race, religion, sex, sexual orientation, or any other applicable status protected by federal, state, or local law .
14. “Remedial action” means any corrective, non-disciplinary action that is taken as a result of allegations of discrimination or retaliation and that is reasonably calculated to end present discrimination/retaliation, protect against future discrimination/retaliation, or remedy past discrimination/retaliation.
15. “Respondent” means a member of the Campus Community against whom a Grievance or Complaint has been made or filed.
16. “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, or other unwelcome verbal and physical conduct based on sex when:
  - a. Submission to such conduct is made either explicitly or implicitly a term or condition of a person’s employment or education; or
  - b. Submission to or rejection of such conduct is used as the basis for making employment or educational decisions about a person; or
  - c. Such conduct has the purpose or effect of substantially and unreasonably interfering with an individual’s work or academic performance or creating an intimidating, hostile, or offensive working or educational environment.

Sexual violence and sexual assault are forms of sexual harassment. Sexual harassment shall also be defined to include retaliation against an individual for reporting sexual harassment or cooperating in a sexual harassment investigation.
17. “Supervisory-level employee” means any employee or student who supervises, evaluates or is responsible for the work of another employee or student.

## **II. Prohibitions**

- A. **Discrimination.** The University prohibits and will not tolerate discrimination that violates federal, state, or local law or this Policy. The University prohibits and does not discriminate on the basis of age (40 and over), color, disability, gender identity, genetic information, military or veteran status, national origin, race, religion, sex, sexual orientation or any other applicable status protected by federal, state, or local law. The University complies with Titles VI and VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Education Amendments of 1972 (Title IX), the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities

Act, Executive Order 11246, sections 24-34-301, C.R.S. *et seq.* and the Trustee Policy Manual.

- B. **Compensation Disclosure.** Western State Colorado University will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the University, or (c) consistent with the University's legal duty to furnish information.
- C. **Sexual Harassment.** Sexual harassment is a type of discrimination that is addressed by the University's specific Policy Prohibiting Sexual Misconduct (Trustee Policy Manual, Section 3.5). The University prohibits and will not tolerate sexual harassment. Sexual harassment is neither legally protected expression, nor the proper exercise of academic freedom. Complaints of sexual harassment shall be handled under the Policy Prohibiting Sexual Misconduct and its related administrative procedures. Complaints of sexual harassment shall not be filed under the procedures outlined in this Anti-Discrimination Policy. Contact the Office of Human Resources, or the University's Title IX Administrator, for more information related to the Policy Prohibiting Sexual Misconduct and the complaint procedure.
- D. **Retaliation.** The University prohibits and will not tolerate retaliation against any person who opposes or reports a discriminatory practice which is forbidden by law or this Policy or who has filed a Grievance, testified, assisted, or participated in any manner in an investigation or proceeding conducted under this policy. Acts of retaliation may be the subject of a Complaint or Grievance under this policy.
- E. **Sexual Harassment Retaliation.** Sexual harassment retaliation is a type of retaliation that is addressed by the University's specific Policy Prohibiting Sexual Misconduct. The University prohibits and will not tolerate sexual harassment retaliation. Sexual harassment retaliation is neither legally protected expression, nor the proper exercise of academic freedom. Complaints of sexual harassment retaliation shall be handled under the Policy Prohibiting Sexual Misconduct and its related administrative procedures. Complaints of sexual harassment retaliation shall not be filed under the procedures outlined in this Anti-Discrimination Policy. Contact the Office of Human Resources, or the University's Title IX Administrator, for more information related to the Policy Prohibiting Sexual Misconduct and the complaint procedure (and refer to Trustee Policy Manual Section 3.5).
- F. **Penalties.** Members of the Campus Community who engage in discrimination, or retaliation against any member of the Campus Community or any employee of any Affiliate may be subject to remedial action or disciplinary action, up to and including termination of employment or the Affiliate's agreement with the University, or expulsion from the University.

### **III. Discrimination By or Against Persons Outside the Campus Community**

- A. Agreements with Affiliates must contain provisions requiring Affiliates to comply with the letter



and the spirit of all applicable State and Federal laws respecting discrimination and unfair employment practices. Illegal discrimination or retaliation by an Affiliate or an Affiliate's employee affecting any member of the Campus Community may result in remedial actions up to and including termination of the Affiliate's agreement with the University. Such allegations shall be reported to the primary University representative/contact person identified in the agreement ("University Representative") or the Affirmative Action Officer. The University shall investigate the credibility of the allegations and promptly notify the Affiliate of any credible allegations and request appropriate action. The University also shall promptly take any necessary remedial actions as appropriate.

- B. Allegations by an Affiliate that a member of the Campus Community has engaged in illegal discrimination or retaliation against any employee of the Affiliate shall be reported to the University Representative identified in the agreement. The University shall promptly investigate the allegations and take any necessary remedial and/or disciplinary actions as appropriate.
- C. Allegations of illegal discrimination or retaliation made by applicants for employment shall be reported to the Director of Human Resources (or other presidential designee). The University shall promptly investigate the allegations and take any necessary remedial and/or disciplinary actions as appropriate.
- D. Allegations of illegal discrimination or retaliation made by undergraduate applicants for admission to the University shall be reported to the Vice President for Student Affairs (or other presidential designee). The University shall promptly investigate the allegations and take any necessary remedial and/or disciplinary actions as appropriate.
- E. Allegations of illegal discrimination or retaliation made by applicants for admission to graduate programs shall be reported to the Vice President for Academic Affairs (or other presidential designee). The University shall promptly investigate the allegations and take any necessary remedial and/or disciplinary actions as appropriate.
- F. Allegations that a member of the Board of Trustees has engaged in illegal discrimination or retaliation shall be reported to the Chair or, if the allegations are against the Chair, the Vice Chair of the Board of Trustees. Credible allegations shall be investigated by an independent investigator appointed by the Chair or Vice Chair, as appropriate. The independent investigator shall deliver a confidential written report to the Chair or Vice Chair, as appropriate. Necessary remedial actions shall be determined by the Chair or Vice Chair, as appropriate.

#### **IV. Procedure for Campus Community Discrimination Complaints and Grievances**

- A. Application. This procedure applies to allegations of discrimination or retaliation made by any member of the Campus Community against any other member of the Campus Community.
- B. Time Limits.
  - 1. In order to fall within the jurisdiction of this policy, a Complaint, or Grievance must be initiated within ten (10) calendar days of the date on which alleged discrimination or retaliation occurred.

- a. The Complainant/Grievant may choose to withdraw his/her Complaint/Grievance at any point.
  - b. The University will investigate all credible allegations of discrimination or retaliation as appropriate to the circumstances and may take remedial and/or disciplinary action if warranted by the available facts, even if the Complainant/Grievant declines to pursue resolution of the matter through this policy, or the Complaint/Grievance does not fall within the jurisdiction of this policy.
2. The Affirmative Action Officer may extend or shorten any time periods prescribed in this policy for good cause, including the ten (10) day time limit for filing a Grievance, but shall not permit unreasonable delay. It shall be the goal of the Affirmative Action Officer to bring most Complaints/Grievances to closure no later than thirty (30) days after the date of filing. The actual time required will depend on the complexity of each Complaint/Grievance.

C. Purposes of the Discrimination Grievance Procedure.

1. To provide a mechanism for prompt and fair internal resolution of allegations of discrimination or retaliation by members of the Campus Community that is reasonably calculated to immediately end any discrimination or retaliation, remedy its effects and prevent discrimination or retaliation from occurring again; and
2. To provide a prompt and fair procedure for administering allegations of discrimination or retaliation by Campus Community members that violate this policy.
3. For allegations between or among Classified Staff alleging discrimination or retaliation, this Discrimination Grievance Procedure shall be construed as the grievance policy adopted by the University pursuant to Personnel Board Rules 8-3 and 8-8 and shall be in lieu of the Grievance Procedures set forth in Chapter 8 of the Department of Personnel Board Rules and Director's Administrative Procedures.

D. Protection of the Parties.

1. It will be the Affirmative Action Officer's responsibility to keep the President closely informed about any and all Complaints and Grievances involving discrimination/retaliation that arise within the University. The Affirmative Action Officer will have final authority to decide all procedural matters and arrange for and coordinate all informal resolution efforts unless otherwise specified herein. These decisions are final, non-appealable, and non-grievable.
  - a. Any reference in this policy to "The President" shall be read as "the Chair of the Board of Trustees" if the President is the subject of the Complaint.
  - b. "Affirmative Action Officer" shall be read as "the President's designee" if the President has made such designation for investigation. The President may make such designation whenever he/she deems that the interests of the University would be best served, and shall make such designation if the Affirmative Action Officer is the subject of the

## Complaint/Grievance.

2. The President or supervisory personnel may take remedial action to protect the Complainant/Grievant and to prevent contact between the Complainant/Grievant and the Respondent during the pendency of the process. Any such actions shall be in addition to any remedial or disciplinary measure imposed by the process.

In accordance with the applicable procedures set forth in the *Western State Colorado University Student Handbook* or any applicable provision of a Graduate Program Handbook or Catalog that provides a process for temporary or summary suspension, the *Colorado State Personnel Board Rules and Director's Administrative Procedures*, and the *Western State Colorado University Handbook for Professional Personnel*, the President may impose administrative leave, temporary suspension, or summary suspension, as appropriate, in conjunction with this policy.

3. Complaints and Grievances will be treated with discretion to protect the privacy of those involved. Participants in the Complaint/Grievance process, including parties, witnesses, employees, agents, students, confidential advisors, mediators, and facilitators will treat all information and documents as confidential and will not discuss the matter with, or provide documents to, anyone except as necessary for the investigation and any subsequent proceedings, or as authorized or required by law. The process for resolving allegations of discrimination or retaliation is handled with discretion to protect the parties, but neither anonymity nor complete confidentiality can be promised.

Failure to observe these confidentiality requirements may be cause for discipline, up to and including termination of employment or expulsion from the University.

4. Participants in Discrimination Grievance Procedures should not be promised confidentiality beyond that stated herein.
5. Except for the failure of a Complainant/Grievant to attend an interview or discussion conducted pursuant to this policy, failure of any member of the Campus Community to cooperate with University officials in pursuing allegations of discrimination/retaliation may be cause for discipline.
6. The intimidation of, unauthorized contact with, or retaliation against any individual because of that individual's involvement in a Complaint/Grievance is a violation of University policy and may be the subject of a Complaint or Grievance under this or other University policies and may result in discipline.
7. Abuse of the Complaint/Grievance process is grounds for discipline. Abuse of this process includes fraudulent or bad faith allegations, knowingly false statements of fact or documentation, or otherwise behaving irresponsibly in connection with any part of a Complaint/Grievance.
8. A Complainant/Grievant who is a member of the Classified Staff may have a representative present at any stage in the Complaint/Grievance process and that representative may speak for

him/her; however, the Classified Staff member is expected to participate in discussions. Other members of the Campus Community may be advised by a representative at any stage of the process but must speak for themselves.

E. External Processes.

1. Those who believe they are victims of discrimination or retaliation may initiate outside legal action through private sources or the appropriate State or Federal enforcement agencies. These agencies are:

Office for Civil Rights, Denver Office  
U.S. Department of Education  
Cesar E. Chavez Memorial Building, Suite 310  
1244 Speer Boulevard  
Denver, CO 80204-3582  
(303) 844-5695  
FAX (303) 844-4303  
<http://www.ed.gov/ocr/complaintprocess.html>

U.S. Equal Employment Opportunity Commission  
303 E. 17th Avenue  
Suite 410  
Denver, Colorado 80203  
1-800-669-4000  
FAX 303-866-1085  
<http://www.eeoc.gov/denver/index.html>

Colorado Civil Rights Division  
1560 Broadway St., Suite 1050,  
Denver, Colorado 80202  
(303) 894-2997  
FAX (303) 894-7830  
[http://www.dora.state.co.us/civil-rights/complaint\\_process.htm](http://www.dora.state.co.us/civil-rights/complaint_process.htm)

2. If an external complaint, grievance, or charge is filed with an equal opportunity enforcement agency or in State or Federal court while a Complaint/Grievance is pending within the University and the complaints arise out of the same incident(s) or make similar allegations of discrimination/retaliation the University may discontinue the internal Complaint/Grievance process. The University may nonetheless require an investigation of all credible allegations of discrimination/retaliation and take remedial/disciplinary action as appropriate even if the Complaint/Grievance process has been discontinued.

- F. Consolidation of Grievances. Multiple Complaints/Grievances may be consolidated if they arise from the same or similar facts and circumstances, or allege retaliation for bringing an earlier, still-pending Complaint/Grievance.

G. Informal Resolution Efforts.

1. It is the goal of the University to provide prompt resolution of any Complaints/Grievances in a manner that ends any present discrimination/retaliation, protects against future discrimination/retaliation, and remedies past discrimination/retaliation. To advance this goal, the University strives to resolve perceived discrimination/retaliation at the lowest level possible. Frequently, the most satisfactory process for resolving perceived discrimination/retaliation is informal discussion between the parties and appropriate administrators. Such discussions will generally precede the filing of a written Grievance as defined under this policy but may also take place after the filing of a Grievance.
2. In informal resolution, affected employees, administrators, students, other parties, and/or outside facilitators will attempt to informally identify problems, to develop understanding, to reconcile differences and, if appropriate, to redress allegations of discrimination/retaliation. In order to facilitate this process, the Affirmative Action Officer may conduct a preliminary investigation of the situation. Upon approval by the President and consent of the parties, the Affirmative Action Officer may refer a matter to mediation for informal resolution. Informal resolution may be by-passed or terminated if the Complainant feels it is necessary to do so and provides written notice to the Affirmative Action Officer of his or her request to by-pass or terminate informal resolution.
3. The Complainant/Grievant, appropriate supervisory personnel, or the Vice President of Student Affairs, the Affirmative Action Officer and if appropriate, other individuals who may facilitate communications will discuss informal resolution. The person(s) alleged to have engaged in discrimination/retaliation may be asked to join the discussion if the Affirmative Action Officer determines that it would be worthwhile and the Complainant/Grievant consents.
4. Any remedy arising from informal resolution efforts will be reduced to writing within seven (7) calendar days after the conclusion of informal resolution efforts. A remedy arising from informal resolution may consist of 1) an informal remedy determination issued by the appropriate supervisory level-employee or the Vice-President of Student Affairs after discussions with the Complainant and others; or 2) a written agreement between the Parties.
5. If a Complainant is dissatisfied by an informal remedy determination issued by the appropriate supervisory personnel or the Vice President of Student Affairs, the Complainant may, within five (5) calendar days after service of the informal remedy determination, proceed with a formal Grievance.
6. An agreement for informal resolution entered into by the Parties must be approved by the President and is binding, final, non-appealable and non-grievable.
7. Even if a Complaint is withdrawn or never filed as a Grievance, the President may require further investigation and take appropriate disciplinary/Remedial action if appropriate.

#### H. Reporting.

1. Process for an Employee or Volunteer to Report Discrimination/Retaliation. Any employee or volunteer who believes he/she has been discriminated against or retaliated against is

- encouraged to report the alleged discrimination/retaliation to the employee's supervisor, next level supervisor, or the Affirmative Action Officer.
2. **Process for Student to Report Discrimination/Retaliation.** Any student who believes he/she has been discriminated against or retaliated against is encouraged to report the alleged discrimination/retaliation to the Vice President of Student Affairs or the Affirmative Action Officer.
  3. **Duty to Report Discrimination/Retaliation.** Any supervisory-level employee or faculty member who observes what he/she reasonably believes to be discrimination or retaliation, or who receives a Complaint making allegations of discrimination or retaliation by a member of the Campus Community must promptly inform the Affirmative Action Officer, or if the Complaint is against the Affirmative Action Officer, the Executive Vice President. Any Student Assistant Residence Director or Resident Assistant who, in the scope of his/her duties, observes what he or she reasonably believes to be discrimination or retaliation against a student, or who receives a Complaint from a student making allegations of discrimination or retaliation by a member of the Campus Community must promptly inform the Vice President of Student Affairs or the Affirmative Action Officer. The matter will be referred for appropriate informal discussions as provided above.
    - a. A supervisory-level employee, Faculty member, or Student Assistant Residence Director, or Resident Assistant who fails to report alleged discrimination or retaliation may be subject to discipline, up to and including dismissal.
    - b. A supervisory-level employee, Faculty member, or Student Assistant Residence Director, or Resident Assistant is not to attempt to independently investigate or mediate allegations of discrimination or retaliation, except that a supervisory-level employee may take steps necessary to issue an informal remedy determination under section IV.G.4.
    - c. If the person reporting discrimination/retaliation is someone other than the alleged victim, the Affirmative Action Officer, the Vice President of Student Affairs, or his/her designee will ask the alleged victim(s) to confirm whether the reported conduct occurred. If the alleged victim does not confirm that the reported conduct occurred, the matter will not be pursued. If the alleged victim confirms that the conduct occurred, the alleged victim will be offered the opportunity to pursue resolution of the matter under this procedure. If the alleged victim declines to pursue resolution of the matter through this procedure, the matter shall be reported to the President who may require an investigation and take such remedial/disciplinary actions as he/she deems appropriate under the circumstances.
    - d. Even if a person reporting or acknowledging the occurrence of perceived discrimination or retaliation requests that no action be taken, the supervisory-level employee, Faculty member, or Student Assistant Residence Director, or Resident Assistant still must inform the Affirmative Action Officer or Vice President of Student Affairs of the alleged discrimination/retaliation. The supervisory-level employee, Faculty member, or Student Assistant Residence Director, or Resident Assistant should inform the person reporting the alleged discrimination or retaliation that the matter must be reported and that the process for resolving allegations of discrimination or retaliation is handled with discretion to

protect the Parties, but that neither anonymity nor complete confidentiality can be promised.

- I. Filing a Grievance. Any Campus Community member may file a formal written Grievance when he/she believes that he/she has been discriminated against or retaliated against, whether or not the matter has been reported in accordance with Section H. The Grievance must be filed with the Affirmative Action Officer or in the absence, unavailability, or perceived conflict of interest of the Affirmative Action Officer, with the Executive Vice President (for employees and volunteers) or the Vice President of Student Affairs (for students).

1. Step 1

- a. The Grievant will file a written Grievance (using the Notice of Discrimination Grievance Form available from the University's human resources office) which shall include:
  - i. the Grievant's name, mailing address, telephone number, and email address;
  - ii. the identity of the Respondent(s);
  - iii. the type of discrimination or perceived reasons for retaliation;
  - iv. a specific description of the facts and circumstances of the alleged discrimination/retaliation;
  - v. the date(s) on which the alleged conduct occurred
  - vi. the identity of and contact information for any witnesses who the Grievant believes may possess information about the alleged discrimination/retaliation and a description of the information that each witness is believed to possess; and
  - vii. the signature of the grievant.
- b. If the alleged discrimination/retaliation took place more than ten (10) calendar days before the filing, the Grievant must also submit a statement showing good cause for not filing within the ten (10) day time limit.
- c. The Affirmative Action Officer will determine whether the Grievance is within the jurisdiction of this Policy.
- d. Jurisdiction under this process is established when:
  - i. The Grievance is timely filed or good cause is shown for not filing within the 10-day time limit,
  - ii. The Grievant has submitted a sufficient written Grievance, and
  - iii. The Grievance sets forth facts that, if true, show reasonable cause to believe that a

violation of this policy has occurred.

- e. If the Grievance documents do not establish jurisdiction under this Policy, the Affirmative Action Officer will serve the Grievant with written notice of this finding. The Grievant may request the President's review of a finding of a lack of jurisdiction under this Policy by submitting a written request for review to the Affirmative Action Officer within five (5) working days of the date of delivery of the finding.
  - f. The President's determination of jurisdiction shall be rendered as soon as possible after the President receives the request for review. The President's determination of jurisdiction is final. The Grievant will be provided with a copy of the President's determination.
  - g. If the Grievance establishes jurisdiction, the Affirmative Action Officer will deliver a copy of the written Grievance on the Respondent with the Grievant's address, telephone number, and email address redacted.
  - h. The Affirmative Action Officer will contact the Grievant to discuss options for informal resolution. If the Grievant wishes to pursue informal resolution efforts, the Affirmative Action Officer will make the necessary arrangements and inform the Parties.
  - i. If the Grievant wishes to pursue informal resolution efforts, the formal Grievance procedure shall be suspended to permit the Parties an opportunity to resolve the Grievance pursuant to Section IV.G above.
  - j. At any time, the Grievant may terminate informal resolution efforts and proceed to Step 2.
2. Step 2
- a. Within five (5) calendar days after delivery of a copy of the Grievance or within five (5) calendar days after notice of termination of informal resolution efforts, if applicable, the Respondent will file a written response ("Response") with the Affirmative Action Officer.
  - b. The Response shall include:
    - i. a statement as to whether the facts supporting the conduct that forms the basis for the allegations are true;
    - ii. an explanation of the circumstances surrounding any admitted conduct; and
    - iii. the names of witnesses, if any, who may have information pertaining to the Grievance, and a description of the information that each witness is believed to possess.
3. Step 3
- a. After receiving the Response, the Affirmative Action Officer will conduct an investigation to determine the facts. The Affirmative Action Officer will interview the Grievant, Respondent, and anyone that the Affirmative Action Officer determines is likely to have



substantial, relevant information and gather any other evidence that he/she deems necessary.

- b. The interview provides the Respondent with an opportunity to be heard by a fair and impartial fact-finder and to explain, deny, or offer mitigating reasons. If the Respondent fails to attend an interview for reasons other than an unforeseeable emergency, documented to the satisfaction of the Affirmative Action Officer, such failure constitutes a knowing and voluntary waiver of this opportunity and the report may be rendered without Respondent's input.
- c. If the Grievant fails to attend an interview for reasons other than an unforeseeable emergency documented to the satisfaction of the Affirmative Action Officer, the Affirmative Action Officer, in consultation with the President, may deem the Grievance withdrawn and discontinue the process. Even if the Grievance is deemed withdrawn, the President may require further investigation and take appropriate disciplinary/remedial action if appropriate.
- d. The Affirmative Action Officer will promptly prepare and deliver to the President (or the Hearing Officer, if the Respondent is a student) a written report summarizing the investigation that includes observations as to credibility of interviewees, a determination of whether any University policy was violated, and a recommendation for action, which may include remedial action or discipline. The President (or the Hearing Officer, if the Respondent is a student) shall review the report and take action as he/she deems necessary. The President (or the Hearing Officer, if the Respondent is a student) may pursue discipline in accordance with the appropriate disciplinary procedure.

**Appendix M Notice of Discrimination Grievance Form**

Complete this form and file it with your written Grievance attached. The written Grievance may be typed or hand-written, but must be legible. Your written Grievance must explain:

1. the identity of the Respondent(s)
2. the type of discrimination or perceived reasons for retaliation
3. specific description of the facts and circumstances of the alleged discrimination/retaliation
4. the date(s) on which the alleged conduct occurred
5. the identity of and contact information for any witnesses which the Grievant believes to possess information about the alleged discrimination/retaliation and a description of the information that each witness is believed to possess.

Please be specific. Failure to attach a sufficiently detailed written Grievance may impair the investigation or result in the Grievance being dismissed because it does not demonstrate facts sufficient to show reasonable cause to believe that a violation of the Anti-Discrimination Policy has occurred.

**The Respondent will receive a copy of your Grievance, but will not receive this Notice of Grievance Form.**

**Part A\_ - to be fully completed by the Grievant**

Name(s) of Grievant(s):

Date:

Mailing Address:

Telephone:

E-mail:

Summary of Complaint:

Date(s) of alleged discrimination:

Respondent(s) (person(s) who you are complaining about):

\_\_\_\_\_  
Signature of Grievant (date)

\_\_\_\_\_  
Signature-Person Receiving Grievance (date)

\_\_\_\_\_  
Printed Name of Grievant (date)

\_\_\_\_\_  
Printed Name-Person Receiving Grievance (date)

**Part B –to be fully completed by the Affirmative Action Office**

Grievance filed on \_\_\_\_\_(date) Alleged discrimination occurred on \_\_\_\_\_(date(s))

\_\_\_\_A statement of good cause for untimely filing is required

\_\_\_\_If required, the statement is attached.

If required, the statement shows good cause for the untimely filing. \_\_\_\_Yes \_\_\_\_No

\_\_\_\_ Part A is fully completed

\_\_\_\_ A written Grievance is attached

The Grievance alleges facts that, if true, are sufficient to create a reasonable belief that the University’s Anti-Discrimination Policy has been violated. \_\_\_\_Yes \_\_\_\_No

If yes, the alleged violation is (Check all that appear to apply):

- \_\_\_\_ Sexual Harassment-Quid Pro Quo
- \_\_\_\_ Sexual Harassment-Hostile Work Environment
- \_\_\_\_ Discrimination based on sex/gender, including pregnancy (other than Sexual Harassment)
- \_\_\_\_ Race
- \_\_\_\_ Color
- \_\_\_\_ Creed
- \_\_\_\_ Religion
  
- \_\_\_\_ National Origin
- \_\_\_\_ Age
- \_\_\_\_ Disability
- \_\_\_\_ Veteran Status
- \_\_\_\_ Marital Status
- \_\_\_\_ Sexual Orientation
- \_\_\_\_ Retaliation

Jurisdiction under this policy is established \_\_\_\_Yes \_\_\_\_No

**Appendix N Contact Information for Reporting Violations of Anti-Discrimination Policy**

Kimberly E. Gailey, Director of Human Resources and Affirmative Action Officer.  
kgailey@western.edu  
970-943-3142

Brad Baca, Vice President of Finance and Administration  
bbaca@western.edu  
(970) 943-2186

Gary Pierson, Vice President of Student Affairs  
gpierson@western.edu  
(970) 943-2147

Jessica Young, Interim Vice President for Academic Affairs  
jyoung@western.edu  
(970)943-3045

If a member of the Campus Community feels threatened, he or she should contact Campus Security at 970 943-3084 or 970-209-1020. In an emergency, call 911.