

# Western Colorado University

## Handbook for Professional Personnel

**Version:**  
**June 27, 2024**

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  
July 1, 2019  
December 9, 2021  
May 5, 2023  
March 21, 2024  
June 27, 2024



## PREFACE

The primary goal of Western 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 addressing personnel matters. It is to establish such understanding among all professional personnel that this *Handbook* is established. Note that the policies covered in this Handbook apply solely to non-classified professionals employed by Western Colorado University. State of Colorado Classified employees are subject to the *State of Colorado Employee Handbook*.

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

Western 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.

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 M, Discrimination, Harassment, and Retaliation Policy, which is excerpted from *Trustee Policy Manual* Section 2.2.

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## GLOSSARY

### Glossary

**At-will employees:** employees who serve at the pleasure of the President and may be terminated at any time without cause and without advance notice.

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

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

**Classified Employees:** employees who occupy a full-time or part-time position in the Colorado state personnel system as set forth in the Colorado Constitution Article XII, § 13, and the Colorado Revised Statutes, § 24-50-101, et. seq.

**Complainant:** the person who issues a complaint.

**Complaint:** an allegation made by an affected professional of improper, unfair, or arbitrary treatment or 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.

**Complaint Hearing Committee:** A complaint hearing committee composed of three individuals from the complaint resolution panel will hear complaints which cannot be informally resolved.

**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 nonfaculty, non-classified professionals shall be selected annually by the faculty senate and the Administrative Leadership council, respectively. The members of the panel will be selected during the spring term and will be impaneled on or after July 1 and shall elect its chair from among its members at its first meeting of the year.

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

**Formal Complaint Resolution Process:** Please see Section 2.09.VII.

**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*.

**Informal Complaint Resolution Process:** Please see Section 2.09.VI.

**Non-Classified Professionals:** refers to all Western employees, including faculty, staff, and administrators who are not classified staff subject to the State Classified System.

**Notice of Complaint:** a form on which a Complainant lists the name of the Respondent; date(s) of the actions alleged to have occurred; policies that have allegedly been violated, misinterpreted, or improperly applied; actions which are claimed to have constituted improper, unfair, or arbitrary treatment; information intended to substantiate the claims; and redress sought.

## GLOSSARY

**Ombudsperson (or Ombuds):** Please see section 2.09.IV.

**President:** chief executive officer of Western 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.

**Respondent:** A person against whom a Complaint is made.

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

**University:** means Western Colorado University.

**Year, Academic:** The academic year 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 Colorado University is the fiscal year of the State of Colorado, July 1 through June 30.

## **Chapter 1 Equal Employment Opportunity Policy**

### **Section 1.01 Equal Employment Opportunity Policy**

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 Discrimination, Harassment and Retaliation Policy as found in Section 2.2 of the Trustee Policy Manual. It is the policy of Western 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 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, marital status 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 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 Equal Employment Opportunity and Affirmative Action Office is responsible for compliance with state and federal EEO laws and affirmative action regulations. The Equal Employment Opportunity and Affirmative Action Office 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 Equal Employment Opportunity and Affirmative Action Office located on the University's campus at Library Room 122-B or by email at [CivilRightsEEOAA@western.edu](mailto:CivilRightsEEOAA@western.edu). Our AAP for Veterans and the Disabled is available to you in the Equal Employment Opportunity and Affirmative Action Office 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 Article 18 of Title 24 of the Colorado Revised Statutes, and Article XXIX of the Colorado Constitution. University employees shall not:
1. use university employment to bestow any preferential benefit on anyone related to the employee by family, business, or close social relationship;
  2. disclose, use, or allow others to use confidential information acquired by virtue of university employment for private gain;
  3. accept any fee, compensation, gift, payment of expenses, or any other thing of monetary value under circumstances in which the acceptance may result in: (a) an undertaking to give preferential treatment to any person; (b) any loss of complete independence or impartiality; or (c) the making of an official decision outside official channels; shall not use university time, property, equipment, or supplies for private gain.
- B. The holding of state employment is a public trust, and University employees must carry out their fiduciary duties for the benefit of the people of Colorado. A University employee who departs from their fiduciary duty is liable to the people of the state for such breach of the public trust and may be held responsible for repayment of funds. Departure from fiduciary duties may include fraud, mismanagement, embezzlement, and the unauthorized commitment of funds.
- C. Professional personnel shall have a duty to read and shall comply with policies relevant to their position, including but not limited to, the following sections of the Trustees Policy Manual:

Section 2.2	Discrimination, Harassment and Retaliation
Section 3.4	Policy Prohibiting Violence and Weapons
Section 3.5	Policy Prohibiting Sexual Misconduct
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
Section 5.7	Intellectual Property
Section 5.8	Summary of Copyright Law Fair Use Provisions and Agreement on Guidelines For Classroom Copying

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

### II. Responsibilities to the Educational Mission

- A. Professional personnel, guided by a deep conviction of the worth of every individual 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.

### **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. Foster and uphold academic integrity;
- D. Evaluate students' performance consistently and equitably;
- E. Create a welcoming environment and demonstrate respect for students as individuals by practicing respectful and civil discourse;
- F. Not exploit, harass, threaten, intimidate, or discriminate against students;
- G. Respect the legally and ethically confidential nature of their relationship with students;
- H. Acknowledge significant academic or scholarly contributions from 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. Practice academic integrity;
- D. Strive to be objective in their professional judgments of colleagues and staff;
- E. Create a welcoming environment and demonstrate respect for colleagues and staff as individuals by practicing respectful and civil discourse;

- F. Not exploit, harass, threaten, intimidate, or discriminate against colleagues and staff;
- G. 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 by upholding the Mission of the University as well as by practicing institutional values of Courage, Growth, Inclusivity, Integrity, and Stewardship;
- B. Observe University policies. Although professionals have the right to criticize and seek changes in university policies, laws and regulations, they have a corresponding obligation to comply with these, unless and until such policies, laws, and regulations are changed. Employees may utilize their resources through shared governance to seek policy reviews and potential changes;
- C. Give due regard to their paramount University responsibilities in determining the amount and character of work or activities done outside it. Outside work or activities shall not interfere with the performance of university responsibilities. An employee's Senior Cabinet-level supervisor shall have the ultimate authority for determining whether performance is affected by outside work or activities;
- 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 as fitting to their position.

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

As members of their communities, professional personnel shall:

- A. Have the same rights and obligations as other citizens and 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;
- 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 other published University policies and procedures may be subject to disciplinary action, up to and including termination of employment.

## Section 2.03 Recruitment, Hiring, and Employment Status

### I. Recruitment and Hiring

- A. The provisions of the Western 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 3.2 and 3.3.

This *Handbook* sets forth the general conditions of employment applicable to all professional personnel. Employees are subject to the policies set forth in this *Handbook* and the *Trustee Policy Manual*, as amended from time to time. In addition, the University Enterprise Resource Planning (ERP) software shall provide the following employee information: (1) position and title;

(2) employee type, (3) academic status (if applicable); (4) compensation; and (5) duration of the appointment (if applicable).

Administrators and non-tenured faculty shall be employed as at-will employees. Administrators' appointments are for an indefinite period and may be terminated at any time without cause or advance notice (Section 4.02). For non-tenured faculty, appointments may be for an academic term, the academic year, or the fiscal year. Tenured faculty appointments are for an indefinite period subject to Section 3.09. Summer-term teaching appointments for faculty shall be separately transacted.

Upon formal recommendation by the department head and the approval of the appropriate vice president, appointments are subject to the approval of the Trustees as outlined in Trustee Policy Manual Section 3.3.

#### 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 Appointments.** Probationary appointments may apply to full-time tenure-track faculty members in their first through fifth years of employment.
- B. **Terminal Sixth-Year Appointment.** Terminal sixth-year appointments are nonrenewable, one academic-year appointments offered to faculty members who were not awarded tenure by the Trustees during their fifth probationary year.
3. **Tenured Appointment.** Tenured appointments are made for 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 Appointment.** Temporary faculty members are hired for fixed terms that shall not exceed one fiscal year. Their employment ends automatically on their compensation end date recorded in the University's ERP software. Section 3.09 does not apply to temporary faculty members. Neither notice nor reasons need be given to terminate their employment when their appointments end.

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 appointments 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 Appointments**

Administrative professional personnel are not members of the State Personnel System and 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. Temporary Appointments**

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 appointed.

- 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 Appointments.** 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 appointments for professional personnel employed to perform managerial or administrative duties constitute at-will employment subject to the same terms and conditions described under "Administrative Appointment" 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 appointments 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 offer letter and the University's ERP software 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 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 E, and the administrative salary plan is located in Appendix K.

### **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, pay 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 Sections 3.03 or 4.01. Pay supplements shall not be added to the recipients' base pay or salaries. Pay supplements do not apply to summer-term teaching assignments.

A separate employment position is not required for a recipient to receive a pay supplement. Notwithstanding the receipt of pay supplements, recipients will remain governed by the terms of their employment appointments currently in effect. All pay supplements must be approved by the recipient's department head and Vice President prior to being processed by Human Resources. Pay supplementation is subject to withholding in accordance with Internal Revenue Service and appropriate state taxing agency regulations.

#### **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 40 days (320 hours) 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 40 days (320 hours).
- C. **Advances.** Leave taken prior to accrual is permissible, subject to supervisory approval, with the understanding that administrative personnel may not be advanced (borrow) more vacation time than they will accrue in the current fiscal year (i.e. by June 30). In the case where an employee has borrowed vacation and terminates employment while their vacation balance is still negative, their final paycheck will reflect a 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.** Administrative personnel 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. **Accrual.** Full-time (1.0 FTE) professional personnel will accrue 10 hours of paid sick leave per month. The maximum accrual of sick leave is 270 hours. Employees may carry over balances up to 270 hours at the close of the fiscal year. An employee whose balance is 270 hours will not accrue additional paid sick leave until their balance drops below 270 hours. Payment is at the salary in effect at the time the sick leave is used.

An employee who is on sick leave at the close of the fiscal year may carry over earned sick leave into the new fiscal year.

Proration of Sick Leave Benefits. Employees who have an appointment for 0.50 FTE or more will be eligible to receive pro rata sick leave benefits.

- B. **Use.** Employees may use sick leave in the following circumstances:
  - 1. For themselves
    - a. when their own mental or physical illness, injury, or condition prevents the employee from working;

- b. to obtain a medical diagnosis, care, or treatment for a mental or physical illness, injury, or condition;
    - c. to obtain preventative care;
    - d. to grieve, attend funeral services or a memorial, or deal with financial or legal matters that arise from the death of a family member;
    - e. when public health emergency rules apply;
    - f. to evacuate a residence due to loss of heating, loss of water, or other unexpected occurrence that results in the employee's need to evacuate the employee's residence.
  - 2. To care for family members
    - a. when they have a mental or physical illness, injury, or condition;
    - b. to obtain a medical diagnosis, care, or treatment for a mental or physical illness, injury, or condition;
    - c. to obtain preventative care;
    - d. when a family member's school or place of care has been closed due to inclement weather, loss of heating, loss of water, or other unexpected occurrence that results in the school's or place of care's closure
  - 3. For themselves or a family member of the employee when they have been the victim of domestic abuse, sexual abuse, or harassment, and the leave is for purposes of
    - a. seeking related medical attention;
    - b. obtaining services from a victim services organization;
    - c. obtaining mental health or other counseling;
    - d. seeking relocation due to the domestic abuse, sex assault, or harassment;
    - e. seeking legal services in preparation for civil or criminal action that arises from or is related to the domestic abuse, sexual assault, or harassment;
  - 4. An employee is permitted to use sick leave on an intermittent and/or incremental basis (in increments as small as .25 hour).
- C. **Notice.** If the sick leave is foreseeable, the employee shall provide notice of the date(s) of the leave no less than thirty (30) days before the date the employee's sick leave is scheduled to begin, or provide notice as is practicable if the date the sick leave is scheduled to begin is unless than thirty (30) days. In either event, 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 an employee's use of sick



leave will prevent meeting a scheduled assignment, that person should notify the appropriate department head so that alternative arrangements can be made. The department head should then be kept informed about the prospects of the employee's return from sick leave for purposes such as ceasing or amending any alternative arrangements made and preparing for the employee's return to work.

**D. Documentation.**

1. An employee who takes sick leave for more than 5 consecutive workdays shall furnish documentation that the sick leave is for a purpose authorized above, to include serious health conditions (refer to sections 2.05 IV and V). The documentation should include information regarding the duration of the leave and the expected need for continued leave.
2. The University may require employees on sick leave to provide updated documentation of the foregoing matters on a reasonable basis.
3. An employee who seeks to return to work following four or more consecutive calendar weeks of sick leave shall furnish the University with a document from his or her physician certifying that the employee is fit 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.

**E. Sick leave and other forms of leave.**

1. FMLA. The provisions of family medical and personal medical leave described in Section 2.05 V. shall apply, and paid sick leave shall run concurrently with such leave for employees eligible under the Family and Medical Leave Act ("FMLA").
2. FAMLI. Covered employees may be eligible for benefits under the Colorado Family and Medical Leave Insurance Act ("FAMLI"). If a covered employee affirmatively elects to supplement the employee's benefits under FAMLI with paid sick leave, those benefits will also run concurrently.
3. Workers Compensation. Professional personnel may not use paid sick leave while being paid lost wages under workers compensation.
4. Professional personnel unable to return to work upon the exhaustion of paid sick leave, FMLA leave, and FAMLI leave should consult the human resources office regarding application for long-term disability insurance benefits.

**F. Termination.** Employees whose employment by the University is voluntarily or involuntarily terminated shall not be entitled to any compensation for unused sick leave.

### III. Faculty Parental Leave Policy:

All eligible employees can use Colorado Family and Medical Leave Insurance (FAMLI) program for parental leave (refer to 2.05 IV.) The primary goals of this faculty parental leave policy are to allow both the faculty member and the University the opportunity to maintain the integrity of the classroom on behalf of the University's students, and to avoid placing undue burden on the individual or the department.

- A. **Eligibility.** A faculty member who becomes the parent of a child, by birth, fostering, or by adoption is eligible for up to a maximum of one semester leave from teaching duties.
- B. **Notice.** A faculty member who anticipates the birth, fostering, or adoption of a child occurring in the faculty member's family will inform their 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.
- C. **Documentation.** With assistance from the office of Human Resources, the faculty member will need to complete the forms appropriate to the type of leave for which they intend to apply. Human Resources will notify the department chair and the office of Academic Affairs of the anticipated leave.
- D. **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 (VPAA). All parties at the meeting will receive a summary from HR indicating the eligibility for leave. At the meeting the parties will determine how to cover faculty load. Options include, but are not limited to, offering other 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 they will opt to stop the tenure clock as described below (if applicable).

It is not the responsibility of the faculty member on leave to make arrangements for coverage of their courses. In consultation with the VPAA, the department chair shall arrange for coverage of the faculty member's classes while they are 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.

- E. **Faculty Member Responsibility.** The faculty member on paid leave will be relieved of all teaching responsibilities during the parental leave.
- F. **Duration.** Standard faculty parental leave is defined as 12 weeks of leave (or up to

16 weeks of leave when the employee has pregnancy complications). All provisions and applications of this policy are meant to be consistent with state and federal law, including the FAMLI program and the Family Medical Leave Act (FMLA). The 12 (or 16) weeks can be taken consecutively, intermittently, or on a reduced schedule and runs concurrently with FMLA and FAMLI, not in addition to these leave programs.

If leave is taken consecutively, in one semester, after the standard 12 weeks of parental leave is exhausted, the faculty member will return to work in non-teaching capacity for the remainder of the semester.

- G. **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 or the placement of a foster child. The one semester of leave will encompass the birth, adoption, or placement 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.
- H. **Probationary Period Extension.** Tenure-track faculty members should refer to section 3.05 II. C. which addresses the eligibility requirements and procedures to request an extension of the probationary period.
- I. **Compensation and benefits during leave.** A faculty member who takes Parental Leave under this policy is eligible to receive compensation funded by FAMLI and, if the employee elects to do so, they may supplement the FAMLI payment with accrued unused sick leave up to their regular base salary. The same benefits that they would have received if not on leave continue during faculty parental leave. Leave under this policy shall not, in itself, adversely affect decisions regarding the faculty member's salary, benefits, tenure, or promotion.

#### IV. Colorado Paid Family and Medical Leave Insurance (FAMLI)

- A. **Eligibility.** FAMLI is a type of paid leave available to employees who have earned \$2500 (or more) over the previous five quarters for work performed in Colorado (amount subject to adjustment by the State). Full-time and part-time Faculty and Administrative professionals whose primary work location is in Colorado may take paid leave under this plan for qualifying reasons.
- B. **Premiums.** The University and professional personnel may share the monthly premiums for FAMLI. Employee contributions will be by post-tax payroll deduction from all Colorado employees. The employee contribution amount will never exceed the state's prescribed maximum.
- C. **Qualifying reasons an employee may take FAMLI leave include:**
  - 1. Caring for your own serious health condition
  - 2. Caring for a family member with a serious health condition
  - 3. Caring for a new child during the first year after the birth, adoption, or foster care placement

4. Making arrangements for a family member's military deployment
  5. Obtaining safe house, care, and/or legal assistance in response to domestic violence, stalking, sexual assault, or sexual abuse
- D. **Duration of leave.** Professional personnel are entitled to up to 12 weeks of paid family and medical leave per benefit year (the FAMLI "benefit year" begins on the first date FAMLI leave is taken and is measured forward for 12 months.) Employees with serious health conditions caused by pregnancy complications or childbirth complications are entitled to up to 4 more weeks of paid family and medical leave per benefit year for a total of 16 weeks. Leave can be taken continuously, intermittently, or on a reduced schedule.
- E. **FAMLI and FMLA.** Many of the qualifying reasons for FAMLI leave are the same as the qualifying reasons for federal Family Medical Leave Act leave (FMLA). Refer to Section 2.05 V. If FAMLI leave is taken for a reason that also qualifies for FMLA, the University will designate the leave as FMLA and the FAMLI leave taken will also count as FMLA leave.
- F. **Job protection.** Under FAMLI, employees who have worked for the University for at least 180 days have job protection and, upon return from leave, are entitled to return to the same or an equivalent position.
- G. **Insurance benefits.** Employee insurance benefits continue during FAMLI leave the same as before leave began and both the employee and the University must pay their respective contributions to insurance plans during the leave. Employees will be given notice and an opportunity to change plans or benefits if plans or benefits change while they are on FMLA leave. Employees may consult with the human resources staff regarding options for premium payment.
- H. **Compensation.** When an employee with a qualifying reason files a FAMLI claim and the claim is approved, the insurance pays a portion of the employee's average weekly wage while on leave (based on the Colorado Division of FAMLI's then current sliding scale formula and maximum limit). Applying for FAMLI benefits is the employee decision, however it is a paid benefit that extends job protection.
- I. **Use of University paid leave to make base pay "whole".** An employee on FAMLI leave may request to supplement FAMLI benefits by use of their accrued unused sick leave for FAMLI qualifying health conditions and, after sick leave is exhausted, may use earned annual leave for the number of hours that would make their weekly base wages "whole". For other qualifying reasons an employee may use earned annual leave or unused sick leave for the number of hours that would make their weekly base wages "whole". The decision to use sick or vacation leave to make base wages "whole" is an employee decision and must be recorded in writing in the University's ERP system. An employee may not receive greater than their average base salary in total when on leave for FAMLI and/or FMLA reasons.

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

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with job-protected leave for qualifying family and medical reasons.

- 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 12-month period before the leave begins.
- B. **Qualifying reasons an employee may take FMLA leave include:**
1. Birth and bonding; all parents, regardless of gender, may take FMLA leave for the birth of a child and bonding within 12 months of the date of birth.
  2. Adoption or foster care; employees may use FMLA leave when a child is first placed with them for adoption or foster care and to bond with their new child. Employees may use FMLA leave before the actual placement or adoption in certain situations. Entitlement ends at the end of the 12-month period beginning on the date of placement for adoption or foster care.
  3. Personal medical leave; for the employee’s own serious mental or physical health condition that make them unable to perform the essential functions of their position;
  4. Family medical leave; to care for the employee’s spouse, child, or parent with a serious mental or physical health condition.
  5. Reasons related to a family member’s service in the military, including
    - a. qualifying exigency leave; for certain reasons related to the military deployment of an employees’ spouse, child, or parent to a foreign country;
    - b. military caregiver leave; to care for a covered servicemember with a serious injury or illness, if the employee is the spouse, child, parent, or next of kin of the servicemember.
- C. **Duration of leave**
1. FMLA year. An employee’s FMLA year begins on the first date FMLA leave is taken and is measured forward for 12 months; this is the deadline for the employee to use their 12 (or 26) weeks of FMLA leave (and is the same as the FAMLI year). Once the employee has passed this deadline, their next FMLA year starts upon the first day of their next approved FMLA leave.
  2. Eligible employees may take up to 12 workweeks total FMLA leave in their FMLA year for birth, adoption, foster care, bonding with a child, and/or for their own or a family member’s serious mental or physical health condition, and/or for qualifying exigency leave related to military deployment of a family member.
  3. Eligible employees may take up to 26 workweeks total FMLA leave in their FMLA year to care for a covered servicemember with a serious injury or illness.
- D. **Leave schedules.** Employees may take FMLA leave in one block of time. When it is medically necessary or otherwise permitted, FMLA leave may be taken intermittently in separate blocks of time, or on a reduced schedule by working less hours each day or week.

- E. **Documentation.** The University's human resources staff will assist employees requesting FMLA leave with information and will provide the required documentation including eligibility notices, designation notices, and medical certification forms. The employee shall provide to the human resource staff timely, complete, medical certification forms from the family member's or employee's health care provider.
- F. **FMLA and FAMLI.** FMLA will run concurrently with Colorado FAMLI leave when FAMLI leave is taken for a reason that qualifies for FMLA. Refer to Section 2.05 IV. E.
- G. **Compensation.** FMLA is not paid leave. However, an employee on approved FMLA leave may request concurrent use of their accrued unused sick leave for FMLA qualifying personal or family health conditions and, after sick leave is exhausted, may use earned annual leave concurrently during FMLA. For other qualifying reasons, an employee may request concurrent use of earned annual leave or unused sick leave. In cases where FMLA leave is concurrent with FAMLI leave, refer to section 2.05 IV.H. and 2.05 IV.I. An employee may not receive greater than their average base salary in total when on leave for FMLA and/or FAMLI reasons.
- H. **Insurance benefits.** Employee insurance benefits continue during FMLA leave the same as before leave began and both the employee and the University must pay their respective contributions to insurance plans during the leave. Employees will be given notice and an opportunity to change plans or benefits if plans or benefits change while they are on FMLA leave.
- I. **Reporting.** The University may require employees on FMLA leave to report periodically on their status and intentions regarding their return to work.
- J. **Certification of fitness to return to work.** As permitted by the FMLA, after a leave for the employee's own serious health condition, the University may require certification of fitness to return to work from the employee's health care provider stating that the employee is fit to resume work.
- K. **Reinstatement to position upon return from leave.** Except as otherwise provided in this subsection K, employees returning from FMLA leave (including concurrent vacation and/or sick leave) shall be reinstated to the positions they held when the leave began or to virtually identical positions.

Employees who are subject to a structured layoff, or automatic or discretionary termination while on leave due to the expiration or nonrenewal of their appointments 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 FMLA;
2. Discharge or in any other manner retaliate or discriminate against any individual for opposing a practice made unlawful by the FMLA; or
3. Discharge or in any other manner discriminate against any individual because such individual
  - a. has filed any charge or has instituted or caused to be instituted any proceeding under or related to the FMLA;
  - b. has given, or is about to give, any information in connection with any inquiry or proceeding relative to any right provided by the FMLA; or
  - c. has testified, or is about to testify, in any inquiry or proceeding relative to any right provided by the FMLA.

**VI. 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.

**VII. 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. Administrative employees requesting leave without compensation 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.
- F. 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.
- G. Years of service and leave accrual shall not accrue during periods of leave without compensation. Leave without compensation of one or more semesters duration shall not be included in faculty member's probationary periods.

#### **VIII. PERA**

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

#### **IX. Exceptions**

If the strict application of a provision of this Section 2.05 relating to vacation, sick, faculty parental, Colorado paid family and medical leave (FAMLI), or family medical leave (FMLA) leads in a specific case to an unreasonable and inequitable result which is plainly inconsistent with the intent of the leave policies the President may waive or modify the application of such provision as necessary to achieve the intended result.



**X. Compliance with Federal and State Laws**

The policies in this section 2.05 are intended to comply with the following federal and state laws:

- A. **Family and Medical Leave Act of 1993.** Refer to this section 2.05, V.
- B. **Pregnancy Discrimination Act of 1978.** Under the federal Pregnancy Discrimination Act of 1978, universities must provide the same benefits for pregnancy and childbirth as they provide for any other disability.
- C. **Colorado Healthy Families and Workplaces Act of 2022.** Under the Colorado Healthy Families and Workplaces Act of 2022, all employees working in Colorado have a right to accrue paid sick leave and use paid sick leave for purposes in accordance with the Act. Refer to this section 2.05 II.
- D. **Colorado Paid Family Leave and Medical Insurance Act of 2023.** Refer to this section 2.05 IV.

**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 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 appointments will be covered for 12 months unless their appointments 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 appointments 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 appointments will be covered for 12 months unless their appointments 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 appointments 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 appointment 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. 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.
- 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 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 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 base 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 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 Colorado University  
Regional or national recognition among professional colleagues

- B. Has worked full time at Western 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 Conflict Resolution Policy**

- I. Purpose.** The purpose of the Conflict Resolution Policy is to ensure a fair, just, and supportive working environment for all parties by addressing alleged policy violations and resolving conflicts and concerns of improper, unfair, uncivil, or arbitrary treatment between members of the campus community.
  - A. This policy supports a restorative justice approach to maintaining a civil and fully functional work environment; the focus is restoring relationships, repairing harm, building trust, promoting dialogue, and collaborating to develop action steps.
  - B. The goal of the University is to facilitate prompt conflict resolution at the lowest possible level.
  - C. Through this policy, the University will monitor and convey underlying trends, organizational issues, and systemic issues that are generating conflict for institutional leadership to address.
- II. Exceptions.** The following matters are not covered under this policy and will be handled as described below.
  - A. For student complaints, first reference the Student Handbook and Catalog.
  - B. Allegations of discrimination or harassment based on a protected classification should be directed to the Equal Opportunity Officer or the Title IX Coordinator and will be handled through the process outlined in Section 2.2 (Discrimination, Harassment and Retaliation) or 3.5 (Sexual Misconduct) of the Trustee Policy Manual.
  - C. Unless explicitly permitted in the applicable section of this Handbook, issues involving tenure, performance evaluation, promotion, sabbatical leave, or termination of faculty are not covered by this policy but shall be addressed pursuant to Section 3.05 (Faculty Tenure), Section 3.06 (Promotion in Academic Rank), Section 3.07 (Sabbatical Leaves), Section 3.08 (Performance Evaluations of Faculty), or Section 3.09 (Termination of Faculty), as applicable.
  - D. This policy does not change the fact that all professional personnel with the exclusion of tenured faculty are at-will employees and may be terminated with or without cause at any time, unless specifically otherwise provided for in this Handbook.
  - E. Performance evaluation, reassignment, and termination of non-classified employees are not covered by this policy and are discussed in Section 4.01 and Section 4.02 of this Handbook.
  - F. Cases of illegal or dismissible behavior will be addressed pursuant to Section 2.11 of this Handbook.
  - G. Cases that are subject to the temporary suspension policy in Section 2.10 and may result in temporary or summary suspension and/or Persona Non-Grata Status.

H. In the event a complaint is made against the President, the complaint may not be processed under this policy, but the complaint will be referred to the Board of Trustees, which will determine how to process and/or resolve the complaint.

I. Decisions or actions by the Board of Trustees are not subject to this policy.

**III. Direct engagement between colleagues in a safe environment for all parties. While it is not a requirement under this Policy, employees are encouraged to engage in open communication with their colleagues as a first step to resolving conflict.**

A. Disagreements and conflicts are natural in the workplace and important to address in a non-confrontational manner before they escalate.

B. In order to have a safe and productive conversation, consider the following suggestions:

1. Consider a neutral environment.
2. Provide time and space for everyone to become less emotionally charged. It is always an option to take a break and return to the discussion.
3. Clarify the intent of the conversation in terms of realistic and necessary outcomes for learning, sharing, problem solving, and/or clarifying expectations.
4. Establish norms such as practicing mutual respect, not speaking over each other, allowing each person time to speak, staying calm, using “I” statements, staying on topic, avoiding assumptions, staying open-minded, practicing active listening, apologizing when necessary, and/or seeking a mediator.
5. Describe problems as differences instead of judgments, understanding all perspectives to be legitimate, and expressing care for the interests of others.
6. Look for resolutions that respect each person’s most important concerns.
7. Develop a summary of the agreed upon solution. Make commitments to future actions and/or communication expectations.

C. Alternately, personnel are encouraged to speak with their supervisor any time they have a workplace problem or concern. If the problem involves their immediate supervisor, they have the right to and are encouraged to speak to a higher-level supervisor.

D. Supervisors should seek assistance from Human Resources in determining whether there is a potential law or policy violation related to illegal discrimination or retaliation, in which case the matter should be referred to the appropriate office.

**IV. Engagement with an Ombudsperson. Faculty and staff may choose to engage with an Ombudsperson at any time. Ombudspersons offer impartial and informal counsel for faculty and staff regarding concerns, including issues of potentially unethical or illegal behavior.**

A. The Ombudsperson holds information in confidence and does not disclose communication unless given permission by the employee, or in the event of risk or harm, or as required by law, or as stipulated in the Policies found in Section 2.2 (Discrimination, Harassment and

Retaliation), Section 3.4 (Policy Prohibiting Violence and Weapons), or Section 3.5 (Policy Prohibiting Sexual Misconduct) of the Trustee Policy Manual.

- B. Ombudspersons may be knowledgeable on legal matters in order to provide information to the employee; however, issues of legality, including discrimination or harassment, shall not be investigated or resolved by an Ombudsperson.
- C. The Vice President of Inclusivity or, in the absence of the Vice President of Inclusivity, the President or the President's designee, is responsible for designating a Director in their division to manage the Ombuds service.
  - 1. Any current non-classified employee may serve in the role of Ombudsperson if they have been trained and approved by the Director managing the Ombuds Service.
  - 2. While acting as an Ombuds, a person can:
    - a. Advocate for a fair process and just outcomes for all parties
    - b. Listen, discuss issues and concerns, and answer questions
    - c. Help identify a range of options to address concerns
    - d. Explain Western's policies and procedures
    - e. Facilitate communication between people and mediate disputes to seek mutually satisfactory resolution of problems
    - f. Identify trends or systemic problems to administrators with recommendations for institutional improvements
  - 3. While acting as an Ombuds, a person may not:
    - a. Advocate for any individual or entity
    - b. Determine "guilt" or "innocence"
    - c. Carry out disciplinary actions
    - d. Make administrative decisions
    - e. Receive official notice of claims for the university or be responsible for or obligated to record an official Complaint or Grievance, except in the event of risk or harm, or as required by law, or as stipulated 2.2 (Discrimination, Harassment and Retaliation), Section 3.4 (Policy Prohibiting Violence and Weapons), or Section 3.5 (Policy Prohibiting Sexual Misconduct) of the Trustee Policy Manual
    - f. Offer official legal or psychological advice
    - g. Keep records on behalf of the institution beyond tracking general trends
- D. The Vice President of Inclusivity delivers bi-annual reports to the Senior Cabinet, outlining trends in staff and faculty concerns received by Ombudspersons.
- V. **Issuing a Complaint regarding conflict between colleagues. A faculty or staff member may file a Complaint with Human Resources at any time. The University may also act on information obtained by issuing a Complaint. A Complaint can be addressed through an Informal Resolution or Formal Resolution Process.**
  - A. If the University is filing a complaint, the President shall designate an individual to fulfill the duties of the Complainant as outlined in this Policy.
  - B. A Complaint is initiated when a Complainant or the University files a Notice of Complaint Appendix A within 30 days of a specific occurrence or, if the Complaint is of a continuing nature,

at any time. If the Complaint is filed later than 30 days after the occurrence, the Complainant should show reasonable cause for delay.

- C. After a Complainant or the University files a Notice of Complaint, a Human Resources Representative will meet with the Complainant as soon as possible and discuss the Informal or Formal Complaint Resolution Processes as outlined below.
- D. Whenever possible, the University will seek a timely and restorative Informal Resolution before proceeding to the Formal Resolution Process.
- E. The Notice of Complaint shall indicate whether an Informal or Formal Resolution will be pursued.

**VI. Complaint handled through the Informal Resolution Process. The most satisfactory procedure for resolving Complaints is an Informal Resolution between the Complainant, the Respondent, and appropriate administrators.**

- A. The Human Resources Representative will facilitate the Informal Resolution Process and must not dismiss the Complaint or decide about the merits of the claim.
- B. The Human Resources Representative will work with the Complainant to provide resources for support and safety in the Informal Resolution Process.
- C. The Human Resources Representative may attempt Informal Resolution using any strategy, including but not limited to:
  - 1. Early Resolution Meetings: designated facilitator(s) interacts with either or both parties to help them resolve the concern. The designated facilitators are selected by Human Resources based on the parties' preferences and the circumstances of the Complaint.
  - 2. Shuttle Diplomacy: designated facilitator(s) travels between the parties to resolve concerns.
  - 3. Facilitated Conversations: Parties may air disputes and resolve concerns with designated facilitator(s).
  - 4. Action Planning: Action Planning may be the outcome of successful facilitation. Parties collaborate to devise a series of steps they can take to resolve concerns.
- D. In the Informal Resolution Process, no disciplinary action can be taken, and the Complaint and resolution are not recorded in any of the parties' personnel files. If disciplinary action becomes necessary, the Complaint moves to the Formal Resolution Process.
- E. The Human Resources Representative shall provide a written summary of the Informal Resolution to the Complainant, the Respondent, and appropriate administrators.
- F. The Complainant, Respondent, or President may choose to forward the matter to Formal Resolution at any time.
- G. If an Informal Resolution has not been achieved within one month of the Notice of Complaint being filed, the Complaint moves to the Formal Resolution Process unless an extension is

mutually agreed upon by the parties or the Human Resources Representative finds good cause for an extension.

- H. The Director of Human Resources monitors Informal Complaint Resolutions and notifies the appropriate Senior Cabinet-level administrator if trends develop.

## **VII. Complaint handled through the Formal Resolution Process.**

- A. The Director of Human Resources or their designee shall investigate the facts and shall prepare a written report of their findings and recommendations, which may include restorative or disciplinary action where appropriate.
  - 1. The Director of Human Resources or their designee shall inform the Complainant and Respondent that an investigation is underway.
  - 2. The Director of Human Resources or their designee shall request and review any relevant documentary evidence.
  - 3. The Director of Human Resources or their designee may interview the Complainant, the Respondent, and other persons who may have relevant information.
  - 4. The Director of Human Resources or their designee will complete the investigation as efficiently as possible and within one month of the initiation of the Formal Resolution Process. The Director of Human Resources may extend this timeline depending on the complexity of the investigation by informing the parties in writing.
- B. The Director of Human Resources or their designee may take appropriate interim supportive measures to protect the health or safety of the Complainant, the Respondent, and/or witnesses.
  - 1. The range of supportive measures may include but is not limited to the imposition of a no-contact order; lateral changes in work schedule or location, job duties, housing or travel arrangements, class/teaching schedule or mode of delivery; restrictions in access to university facilities or co-curricular activities; or any other remedy that can be reasonably tailored to the individuals involved.
  - 2. Violations of no contact orders and failures to comply with other interim measures may result in disciplinary action.
- C. The Director of Human Resources or their designee shall send their written report to the President or the President's designee. The President or the President's designee may request further investigation, approve the recommendations, approve an alternate resolution, or refer the decision to a Complaint Resolution Panel.
  - 1. Upon approval by the President or the President's designee, the Director of Human Resources shall send the written report to the Complainant and Respondent and file the report in the personnel files of the Complainant and the Respondent.
  - 2. If wrongdoing is established, the report and decision may be referenced in responsible parties' performance management procedures, including but not limited to formative conversations and evaluations.
  - 3. If the recommendations include disciplinary action, it will be undertaken pursuant to Section 2.11 of this Handbook. Disciplinary actions may be considered confidential employment information, except as necessary to impose the discipline, and in the instance the individual receiving any disciplinary action decides to appeal those disciplinary actions, if an appeal is permitted under Section 2.11. Such an appeal would follow the Appeal Process outlined below, which remains confidential within the process.

4. Requests to appeal under the Appeal Process below must be made in writing to the Director of Human Resources within seven (7) days of delivery of the written report.

**VIII. Appeal Process. The Complainant or Respondent may appeal the Human Resources Representative's findings and recommendations to the President who shall convene a Complaint Resolution Panel.**

- A. The members of a Complaint Resolution Panel will be selected as follows:
  1. Each May, The Office of the President will conduct a random lottery from among all non-classified employees of the University for appointment to the Complaint Resolution Pool. Each randomly selected employee will be made aware of the duties and expectations of members of the Complaint Resolution Pool and will have the option to accept or decline the appointment. The Office of the President will continue this process until four (4) faculty and four (4) professional staff have accepted the appointment. These 8 individuals comprise the Complaint Resolution Pool for the following fiscal year.
  2. The Director of Human Resources will review the Complaint Resolution Pool and remove any individuals who may have a conflict of interest from consideration. The Director of Human Resources will then randomly select five (5) individuals from those that remain in the Pool.
  3. The complainant will remove one name from the list, and the respondent will remove one name from the list.
  4. The remaining three names will constitute the Complaint Resolution Panel (Panel).
- B. The Panel will elect one of its members to serve as the Hearing Officer, the individual who will plan for and conduct the Complaint Hearing according to the Complaint Hearing Procedures (Appendix B.)
- C. The Panel may determine that the findings and recommendations from the Formal Resolution Process are sufficient for resolving the concern, or they may provide alternative findings and recommendations which may include disciplinary action where appropriate. The Hearing Officer shall submit a report to the Complainant, Respondent, the President, and the Director of Human Resources within seven (7) working days of the end of the Complaint Hearing. The report shall include a summary of their findings and recommendations, which may include disciplinary action where appropriate.
- D. Decision Panel. At least three members of the Senior Cabinet, or their designees, shall review the Panel's findings and arrive at a majority decision on accepting or rejecting each of the Panel's recommendations. They may also come to a majority decision on alternative actions, including disciplinary actions, that are to be taken. If the recommendations include disciplinary action, it will be undertaken pursuant to Section 2.11 of this Handbook.
  1. Their decision is final and there is no further appeal.
  2. The Complainant, Respondent, and each member of the Panel shall receive a copy of the final decision.
  3. Human Resources shall file the report and decision in the personnel files of the Complainant and the Respondent.
  4. If wrongdoing is established, the report and decision may be referenced in responsible parties' performance management procedures, including but not limited to formative conversations and evaluations.

- IX. Retaliation. The University prohibits and will not tolerate retaliation against any person who has filed a Complaint, testified, assisted, or participated in any manner in an investigation or proceeding conducted under this policy. Acts of retaliation should be reported as a separate Complaint under this policy.
- X. Abuse of the Complaint 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. This provision does not apply to reports made in good faith, even if the facts alleged in the report are not substantiated by an investigation. No complaint will be considered “false” solely because it cannot be corroborated.



## 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 a 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 Consequences and Discipline Policy**

**I. Scope. This policy addresses disciplinary action that may be taken by the President of University, or the President's designee, and is applicable in the following instances:**

- A. Cases that involve a risk of imminent harm, illegal behavior, or dismissible behavior and were not subject to the Complaint Resolution Policy shall be directed to this Discipline Policy.
- B. At the end of the Formal Resolution of a Grievance of Discrimination, addressed pursuant to Section 2.2 of the Board of Trustees Policy Manual, the President believes that disciplinary action is appropriate.
- C. At the end of the Formal Resolution Process as outlined in Section 2.09-VII, the Director of Human Resources or their designee recommends disciplinary action in their written report, and the President or the President's designee approves the recommendations.
- D. At the end of the Appeals Process outlined in Section 2.09-VIII, the Complaint Resolution Panel recommends disciplinary action and at least three members of the Senior Cabinet, or their designees, arrive at a majority decision to accept the Panel's recommendations or to take alternative disciplinary actions.

**II. 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. The President, in their sole discretion, may commence termination proceedings under Section 3.09 or 4.02 without following the procedures set forth in this Section.**

**III. Progressive Discipline.**

- A. Western makes every effort to resolve issues at the lowest level of intervention. Progressive discipline involves applying disciplinary actions which may progress from less serious to more serious actions.
- B. The number of steps may vary, and steps may be repeated or skipped.
- C. Two or more of the consequences may be imposed concurrently.
- D. The disciplinary consequences need not be administered progressively.
- E. The severity of the consequence(s) imposed should be reasonably proportional to the nature, gravity, and/or frequency of the professional's unprofessional conduct.
- F. Prior disciplinary actions taken against the same employee may be taken into account in making this determination.
- G. Each situation is unique. Historical cases do not set precedence for future cases.

**IV. The President or the President's designee may impose consequences including but not limited to:**

- A. Formal Mediation;
- B. Participation in training;
- C. A written warning placed in the professional's personnel file;
- D. A formal written reprimand placed in the professional's personnel file;
- E. Removal from and/or ineligibility to serve on university committees or other official University bodies or in certain roles within the University;
- F. Demotion of non-tenured professionals with or without a reduction in pay;
- G. Reduction in salary or a reduction or denial of a salary increase;
- H. Suspension with or without pay. A suspension without pay that exceeds five (5) days or any other consequence resulting in a reduction in a professional's then-current salary shall not take effect unless and until a disciplinary action becomes final.
- I. Termination of employment

**V. If disciplinary action is taken, the President shall notify the professional of the disciplinary consequence(s) to be imposed, the effective date of the consequence(s), and the professional's right to appeal the action (if any) in accordance with Section 2.11 - VII. The notice shall specify the basis for the disciplinary action including the information the President or the President's designee relied on in reaching their decision.**

**VI. Appeals. If the professional facing disciplinary action has not yet had the opportunity to access the Appeals Process outlined in Section 2.09-VIII, they may appeal the decision to the Decision Panel step of the Appeals Process at this time (2.09 – VIII.D).**

Pursuant to 2.09 - VIII.D, at least three members of the Senior Cabinet, or their designees, will arrive at a majority decision to accept the recommended disciplinary actions or to take alternative disciplinary actions. This decision is final and there will be no further appeal.

- A. **Appealable Consequences.** A consequence which involves suspension (except for temporary or summary suspension under Section 2.10), demotion, reduction in salary, a reduction or denial of a salary increase, ineligibility to serve on official University bodies, or a termination that is not covered under Section 3.09 or 4.02, may be appealed as provided in the applicable appeal procedure.
- B. **Non-appealable Consequence.** Written warnings, formal written reprimands, and consequences 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 their personnel file and which shall be furnished to any person to whom the University furnishes a copy of the reprimand. Further, cases that are subject to the temporary suspension policy in Section 2.10 that result in

temporary or summary suspension and/or cases that result in Persona Non-Grata Status are not an appealable consequence under this Section 2.11.

- C. Final Action. If the professional chooses not to appeal an appealable consequence, the action and consequence shall become final without further proceedings or notice to the professional. An appeal shall not stay or delay the effective date of the consequence specified in the notice of the disciplinary action.

**VII. In case of an unsuccessful appeal, the disciplinary action and imposition of consequences remain effective from the date of the original decision.**

## **Chapter 3 Employment Policies for Instructional Personnel**

### **Section 3.01 Teachers Pledge of Allegiance**

- I. The following procedures are prescribed by the Trustees in accordance with §22-61-104, C.R.S.
  - A. The written pledge shall be signed by 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 sign the pledge.
  - C. The pledge shall be signed before entering upon teaching duties.
  - D. The pledge 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 signed only once. The one copy on file shall be good indefinitely (or until such time as the law is changed).

#### **II. Teacher's Written Pledge**

I solemnly pledge 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 \_\_\_\_\_

**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 appointment 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 appointed for less than 1.0 FTE 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 the academic year.

## **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. **Appointment type.** Only full-time faculty members on probationary tenure-track appointments may apply for tenure. Faculty members on temporary appointments (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 tenure-track appointments 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.**
  - 1. The probationary period shall be five years, which is defined as five consecutive, full-time, annual probationary years. Temporary appointments and summer appointments 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 appointments 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 appointments.

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 years or, for cause or due to a reduction in force, during their fifth probationary year.

2. Extension of the Probationary Period. Any tenure-track faculty member who takes approved leave during the probationary period for FMLA (Family and Medical Leave Act), FAMLI (Colorado Family and Medical Leave Insurance Act), or due to other extenuating circumstances, either continuous or intermittent, that exceeds an amount of thirty (30) days in a one-year period, may request a one-year extension on the probationary period. This request must document the justification for the extension and be submitted to Human Resources, the faculty member's supervisor, and the Provost no later than the end of the first week of the following semester. The Provost shall determine whether to grant the extension following consultation with the faculty member's supervisor. The Provost shall notify the faculty member in writing of the decision. Consequently, these faculty members would submit an application for tenure after six years, rather than five years.

### **III. Terminal sixth year appointments**

- A. Terminal sixth year appointments shall be offered to all probationary faculty members who have not been awarded tenure by the Trustees during their fifth probationary year. 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 appointments 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 appointment term. Notwithstanding Section 3.09.II, notice of nonrenewal need not be given to nonrenew faculty members' terminal sixth year appointments.
- C. Faculty members employed for a terminal sixth year appointment shall be ineligible to apply or reapply for tenure.
- D. Faculty members employed for a terminal sixth year appointment may be dismissed for cause or reduced in force during their appointment 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 appointment period 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 appointments 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 tenure 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, and in consultation with their department, may apply for early tenure during their second through fourth probationary years, in compliance with options 1 or 2 below. Early tenure applications shall be submitted and considered in accordance with the same criteria, policies, process, and deadlines as outlined in Appendix G to other tenure applications as specified in Section 3.05.V.

Option 1) At the candidate's discretion, up to three (3) years of service in tenurable ranks or equivalent/comparable positions at regionally-accredited baccalaureate-granting institutions of higher education will be considered in evaluating candidates' performance. Performance evaluations for the entire probationary period of the tenure candidate, including during periods of service at other institutions, will be utilized. Such years may 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.

Option 2) At the candidate's discretion, up to two (2) years of service as a lecturer at Western will be considered in evaluating the candidate's performance if this candidate has a minimum of five (5) years of full-time university teaching experience. The consideration of such years shall not guarantee the awarding of early tenure.

It is assumed that for all options of early tenure, appropriate documentation of university experience associated with all 5 years will be provided in the tenure packet to be evaluated by



the Departmental Review Committee (DRC), FPAC, Department chairs, Academic Affairs, and the President and Board of Trustees.

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 nongrievable, and are not subject to the complaint processes (Section 2.09). Nothing in this subsection or elsewhere in this Handbook 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 G;
    - 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 J.

### **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 appointments for the following academic year and will automatically be nonrenewed at the end of such year.
    - 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 appointments for the following academic year and will automatically be nonrenewed at the end of such year.
- 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 appointment 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, nongrievable, and are not subject to the complaint processes (Section 2.09).

- A. This University appeal procedure is in lieu of and wholly supersedes the procedure established by Section 2.09 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, nongrievable, and not subject to the complaint processes (Section 2.09). Adverse tenure recommendations below the presidential level shall not be appealable, grievable, or subject to complaint 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 H.

- 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 H. 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 H.

#### **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 procedure established by Section 2.09 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, nongrievable, and are not subject to the complaint processes (Section 2.09).



## 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 D). 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 D 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 I.

### **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 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, non-grievable, and are not subject to the complaint processes (Section 2.09).
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 F) 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 appointment 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 subject to the complaint processes in accordance with the conflict resolution policy (Section 2.09). Non-renewal decisions are not appealable or subject to the complaint processes (Section 3.09.II.D. and 2.09.).

### **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, non-grievable, and not subject to the complaint processes (Section 2.09).

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 F) 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 subject to the complaint processes in accordance with the conflict resolution policy (Section 2.09).

#### **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 re-evaluation.
  - 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 2.11 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, non-grievable, and are not subject to the complaint processes (Section 2.09).
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 subject to the complaint processes (Section 2.09).

#### **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 appointments 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 appointments 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 complain about an unsatisfactory comprehensive performance evaluation pursuant to Section 2.09.

- 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 pursuant to Sections 2.11 (Consequences and Discipline) 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 an appointment period) or through dismissal (during the term of an appointment period).

Non-tenured faculty members are employees-at-will and may be terminated without cause or advance notice of termination. No pre-termination promise 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. 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 a temporary faculty member.

### B. Notice of Nonrenewal of Faculty

#### 1. Time of notice

- a. **First Tenure-track Probationary Appointment.** In the case of probationary faculty member's first appointment year with the University, notice of nonrenewal shall be given no later than March 15 of the calendar year in which the appointment is to expire.
- b. **Second through Fourth Probationary Appointments.** 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 appointment 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 appointment year.

### D. Appeal of the Decision of Nonrenewal.

Probationary faculty notified that their appointments 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 L 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, non-grievable, and are not subject to the complaint processes (Section 2.09).

## 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 or complained about under Section 2.09.

### 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 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 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 policies 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 Non Classified Employees**

**Appendix A Notice of Complaint**

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 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

## Appendix B

### Complaint Hearing Procedures

This Appendix outlines the requirements and suggested procedures for planning and conducting a Complaint Hearing.

#### A. Requirements of the Hearing

1. The Complaint Resolution Panel (Panel) shall be selected and shall elect a Hearing Officer pursuant to the process outlined in Section 2.09-VIII.
2. The Panel shall give the parties to the grievance at least twenty (20) days' notice of the date, time and place of the hearing.
3. Complaint Hearings are not judicial and need not be conducted in accordance with rules of law.
4. No evidence may be considered at the Hearing which is not relevant to the basis for the complaint.
5. The Panel shall not investigate the complaint, obtain any documents or information, interview any person, or otherwise seek, obtain or consider any evidence regarding the Complaint outside of the hearing. The Panel may ask the Director of Human Resources to assemble further evidence, exhibits, or testimony for the purpose of gathering relevant information.
6. The Complainant has the burden of proof based on the preponderance of the evidence standard. This burden of proof is met if and when the Complainant convinces the Panel that the claim is more likely true than not true. This preponderance is based on the more convincing evidence and its probable truth or accuracy, and not on the amount of evidence.
7. The recommended disciplinary or follow-up 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 may reference Section 2.11 of this Handbook and consult with Human Resources representatives and/or legal counsel; they are responsible for understanding the scope of possible disciplinary action.
8. Complaint Hearings will be treated with discretion to protect the privacy of those involved. Neither anonymity nor complete confidentiality can be promised; however, all participants in the process 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 Hearing and any subsequent proceedings, or as authorized or required by law. Failure to observe these confidentiality requirements may be cause for discipline, up to and including termination of employment or expulsion from the University.

#### B. Requirements of the Parties Present

1. The Complaint Hearing shall be held in private, not open to the public.
2. The Panel shall decide whether the Hearing shall be electronically recorded and shall consider input from the parties. Any recording will be kept on file with the final report by the Director of Human Resources.
3. The Panel shall conduct its Complaint Hearing in the presence of the Complainant and the Respondent; however, attendance by the Complainant and Respondent is



voluntary. The 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 Panel may still render a decision or the Hearing Officer may delay the proceedings, if they find good cause.

4. All parties to a Complaint Hearing shall have the right to have a support person or legal counsel present at a Complaint Hearing. The Complainant may choose to have a Process Advisor present at the Complaint Hearing in addition to another support person. The University and the Panel are entitled to representation and advice from legal counsel; however, any support person or counsel present at the Complaint Hearing is limited to advising their client or the party and may not actively participate in the Complaint Hearing. The parties shall bear their own attorney's fees, if any.
5. Witnesses will be present only when they are giving testimony.
6. All parties present during hearings shall conduct themselves civilly.
7. Any party failing to adhere to these Procedures or failing to assure that their counsel or advisor adheres to these procedures may be excluded from participation in the hearings by a majority vote of the Panel. The Panel may then proceed with the hearing in the absence of the excluded party.

C. Suggestions for Planning and Conducting the Complaint Hearing.

1. The Panel may request the assistance of Human Resources representatives and/or legal counsel with its preparation for, and conduct of, the Complaint Hearing.
2. Within five (5) business days of the date they are notified of the composition of the Panel, the Panel members meet to review these Complaint Hearing Procedures.
3. The Hearing Officer meets with parties prior to the Hearing to clarify their rights and explain the process; otherwise, the Hearing Officer makes a statement at the beginning of the Hearing for that purpose.
4. The Hearing Officer sets a date in advance of the Complaint Hearing by which time the Complainant and Respondent must each provide the Hearing Officer with a list of the witnesses, evidence, and exhibits they wish to present at the Hearing. The Hearing Officer distributes this list to the parties and the Panel members prior to the hearing. In the event that either party requests to introduce witnesses, evidence, or exhibits that are not listed in advance of the Hearing, the Panel may decide whether it will be considered during the Hearing. They should consider the extent to which the information will be useful in coming to a determination and whether the late change will be unfair to either party.
5. Decisions on objections to the hearing procedure or the admission of evidence shall be made by a majority vote of the members of the Panel.
6. The Hearing Officer will preside over all meetings of the Panel and the Hearing. All parties will defer to the Hearing Officer, who will determine the order in which individuals are permitted to speak and to ask or answer questions.
7. The order of the hearing might be as follows:
  - a. Statement by the Complainant
  - b. Statement by the Respondent
  - c. Presentation of evidence by the Complainant, either through direct testimony or in documentary form

- d. Presentation of evidence by the Respondent, either through direct testimony or in documentary form
- e. The Hearing Panel will determine a process for questioning parties and witnesses that they find most appropriate to the situation.
- f. Summary statement by the Complainant
- g. Summary statement by the Respondent
- h. Private Panel deliberations and recommendation

Conclusion. The Complaint Resolution Panel may determine that the findings and recommendations from the Formal Resolution Process are sufficient for resolving the concern or they may provide alternative findings and recommendations. The Hearing Officer shall report the Panel's findings and recommendations and at least three members of the Senior Cabinet will come to a majority decision on the recommendations, as outlined in Section 2.09-VIII.



## APPENDIX C – BLANK

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

### **Appendix D 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.

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Signature of Sabbatical Recipient

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Date

**Appendix E 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 2023

### **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 appointment 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:

C. 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.

D. 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 faculty teaching an overload: \$1,600 per credit

B. Emeritus faculty: \$1,600 per credit

C. Pay range for lecturers paid by the credit:

Master's degree: \$1,400 per credit

Doctorate: \$1,500 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 appointment 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 \$44,000

Doctorate: minimum annual salary of \$45,000

**Appendix F 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.

Evaluation for:  
Evaluation Period:

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

The Chair/Director recommends renewal of probationary status \_\_\_\_\_  
The Chair/Director recommends non-renewal \_\_\_\_\_

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 \_\_\_\_\_

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 \_\_\_\_\_

The individual performs at an acceptable level and may be considered for future employment

The individual should not be considered for continued employment

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

Date \_\_\_\_\_

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 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 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 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 G 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 vitae.
- 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.
- I. Submission of these materials to academic affairs will be electronically; files will be labeled:
  - Last name\_tenure\_ cover letter year (ie Jones\_ tenure \_coverletter\_2018)
  - Last name\_ tenure \_ vitae year (ie Jones\_ tenure \_vitae\_2018)
  - Last name\_tenure\_ summary year (ie Jones\_tenure\_summary\_2018)
  - Last name\_tenure\_ comp eval year (ie Jones\_tenure\_compeval\_2018)
  - Last name\_tenure\_ eval year (ie Jones\_tenure\_eval\_2017)

Last name\_tenure\_eval year (ie Jones\_tenure\_eval\_2016)

Last name\_tenure\_eval year (ie Jones\_tenure\_eval\_2015)

Last name\_tenure\_eval year (ie Jones\_tenure\_eval\_2014)

Letters of support will be submitted directly to academic affairs. Please ask for these letters to be labeled following this convention:

Last name\_tenure\_letter\_author year (ie Jones\_tenure\_letter\_NES DRC 2018)

## 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 the 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 H 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 (evaluations include: self-evaluation, development plan for next year, chair evaluation, course evaluations).
- D. Supporting documentation s 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. These supplemental materials will have a narrative which explains their significance and be clearly labeled.
  5. Submission of these materials to academic affairs will be electronically; files will be labeled:
    - Last name\_promotion\_cover letter year (ie Jones\_promotion\_coverletter\_2018)
    - Last name\_promotion\_vitae year (ie Jones\_promotion\_vitae\_2018)
    - Last name\_promotion\_comp eval year (ie Jones\_promotion\_compeval\_2018)
    - Last name\_promotion\_eval year (ie Jones\_promotion\_eval\_2017)
    - Last name\_promotion\_eval year (ie Jones\_promotion\_eval\_2016)
    - Last name\_promotion\_eval year (ie Jones\_promotion\_eval\_2015)
    - Last name\_promotion\_summary year (ie Jones\_promotion\_summary\_2018)
    - Last name\_promotion\_appendixA (ie Jones\_promotion\_appendixA)

Letters of support will be submitted directly to academic affairs. Please ask for these letters to be labeled as follows:

Last name\_promotion\_letter\_author year (ie Jones\_promotion\_letter\_NES DRC 2018)

**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. Copy of portfolio to chair or director and Departmental Review Committee (DRC).
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 I 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 February	FPAC receives a list of eligible faculty members and solicits information.
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First Senate Meeting in March	FPAC forwards recommended emeritus list to the Faculty Senate for consideration.
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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.
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**Appendix J 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 K 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 Colorado University will *typically* offer initial administrative salaries 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 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 L 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 Discrimination, Harassment, and Retaliation Policy and Grievance Procedure

### Appendix M Discrimination, Harassment, and Retaliation Policy and Grievance Procedure

#### Statement of Purpose

The University is committed to providing an inclusive educational and workplace environment free from all forms of unlawful Discrimination, Harassment, and Retaliation. The University complies with all applicable federal and state laws and regulations prohibiting Discrimination, Harassment, and Retaliation. The purpose of this Policy is to provide a mechanism for prompt and fair internal resolution that is reasonably calculated to immediately end, remedy the effects of, and prevent future Discrimination, Harassment, and Retaliation.

Prevention is the best tool to eliminate Discrimination, Harassment, and Retaliation in the workplace and in the University's educational programs and activities. The University strives to maintain an environment in which individuals feel comfortable raising concerns and are confident that those concerns will be addressed. The University is committed to providing support and training for continuous learning and improvement toward a safe and inclusive workplace culture and educational environment.

#### I. Definitions.

**Affiliate:** Volunteers, Participants in programs offered by the University, Entities at which members of the Campus Community work or study (including entities that accept student interns) and Employees of other third parties or service providers associated with the University through contracts, affiliation agreements, or otherwise.

**Applicant:** an individual who has submitted an application for enrollment or employment with the University.

**Board of Trustees:** The Board of Trustees is established in Colorado statute at C.R.S. § 23-56-102.

**Campus Community:** Faculty, Professional Personnel, Classified Staff, Students who are admitted or enrolled in the University.

**Grievance of Discrimination, Harassment, or Retaliation:** a written allegation of Discrimination, Harassment, or Retaliation that is filed with the University in accordance with this policy. A Grievance of Discrimination, Harassment, or Retaliation Form is available in [Appendix N](#) and on the Equal Employment Opportunity and Affirmative Action Office's web page.

**Grievant:** an individual who files a formal written Grievance.

**Disciplinary Action:** the process for and sanctions available for violations of university policy as set forth in the Western 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.

**Employee:** any member of the Classified Staff, Professional Personnel, or Faculty and student employees.

**Equal Employment Opportunity and Affirmative Action Office:** means the office appointed by the University to investigate grievances under this Policy. When the President appoints another to fulfill the role of the Equal Employment Opportunity and Affirmative Action Office with respect to a particular matter, the Equal Employment Opportunity and Affirmative Action Office shall be read to mean the person so appointed by the President.

**Party:** Grievant(s) and Respondent(s).

**President:** 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 Grievance.

**Respondent:** an individual against whom a Grievance has been filed.

**Student:** an individual who is taking courses at the University, either full- or part-time. This includes individuals pursuing an undergraduate or graduate degree; who is enrolled in Center for Learning and Innovation or Concurrent Enrollment courses, online or as a residential student; and nondegree seeking, exchange (e.g., National Student Exchange) and international students. This definition includes persons who register for classes, attend New Student Orientation, or are between academic terms including holiday and summer breaks. Please also see the Western Colorado University Student Handbook.

**Supervisory-level employee:** any employee, including student employees, in supervisory or mentoring roles (supervises, evaluates, or is responsible for the work of another employee or student), including but not limited to managers, supervisors, faculty members, coaches, and paid student leaders.

## II. Scope

1. Prohibitions of Discrimination, Harassment, and Retaliation under this Policy apply to the Board of Trustees, the Campus Community, Affiliates, and Applicants.
2. The University will take prompt, reasonable action to investigate or address all allegations of Discrimination, Harassment, or Retaliation as appropriate to the circumstances and may further investigate and take disciplinary action if warranted by the available facts, even if the Grievant declines to pursue resolution of the matter through this Policy. For individuals and entities not included in the definition of the Campus Community, this Policy applies as follows:
  - a. Board of Trustees: In the instance of a report or complaint of Discrimination, Harassment or Retaliation by or against a Trustee, such report or complaint shall be directed to the Chair or, if the allegations are by or 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 Board of Trustees and necessary action shall be taken, as appropriate.



- b. Affiliates: In the instance of a report or complaint of Discrimination, Harassment, or Retaliation by or against an Affiliate or an Affiliate's employee, the University is not required to follow the Procedures for Grievances as outlined in this Policy. Nevertheless, the University may, in its discretion, investigate the credibility of the allegations and take appropriate remedial action, including termination of any contract or agreement with an Affiliate.
  - c. Applicants: In the instance of a report or complaint of Discrimination, Harassment, or Retaliation by or against an applicant for employment or admission with the University, the University is not required to implement the Procedures for Grievances as outlined in this Policy. Nevertheless, the University, in its discretion, may investigate the credibility of the allegations and take appropriate remedial action, including withdrawal of an offer of employment or admission.
3. Although Sexual Harassment is a form of Discrimination, Grievances of Sexual Harassment that include allegations that meet the definition of Sexual Harassment in Section 3.5 of the Policy Prohibiting Sexual Misconduct (regarding Title IX) will be handled under Section 3.5 of this Trustees Policy Manual.
4. In the event that a report or complaint implicates more than one applicable policy, the University will have the discretion to determine the most appropriate way to proceed in accordance with University policies and applicable laws. Options include concurrent investigations, joint investigations, deferring to the findings of one proceeding or using/sharing the investigation and findings of one as the basis of further investigation of violation of other policies. In the instance a report or complaint does not rise to the level of a violation of this Policy, the University reserves the right to refer matters for consideration and investigation under other University policies, including other policies in the Trustee Policy Manual, the Handbook for Professional Personnel, or the Student Handbook.
5. For allegations between or among Classified Staff alleging Discrimination, Harassment, or Retaliation, Classified Staff should also refer to the State Personnel Board and State Personnel Director's Administrative Procedures at 4 C.C.R. 801-1.
6. Multiple Grievances may be consolidated if they arise from the same or similar facts and circumstances, or allege retaliation for bringing an earlier, still-pending Grievance.
7. This Policy is intended to protect members of the Campus Community from Discrimination, Harassment, and Retaliation as defined herein, not to regulate speech protected by the First Amendment. This Policy will not be interpreted to prohibit conduct that is legitimately related to course content, teaching methods, research, or scholarship, or the expression of political and academic views of students and faculty in the classroom.
8. 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.

### III. Prohibitions

1. **Discrimination.** The University prohibits and will not tolerate any action that violates federal, state, or local law or this Policy. The University prohibits unfair or unequal treatment of a person or group of individuals based on an individual's protected class, including age (40 and over), color, disability, gender identity, genetic information, military or veteran status, national origin, ancestry, race, religion, creed, sex, sexual orientation, gender expression, marital status, 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, §24-34-301, C.R.S. et seq., §24-34-401, C.R.S. et seq.

2. **Harassment.**

- a. Within the Employment Relationship

In the employment relationship, the University prohibits any unwelcome physical or verbal conduct or any written, pictorial, or visual communication directed at an individual or group of individuals because of that individual's or group's membership in, or perceived membership in, a protected class, including their disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, religion, age, national origin, or ancestry, which conduct or communication is subjectively offensive to the individual alleging harassment and is objectively offensive to a reasonable individual who is a member of the same protected class. The conduct or communication need not be severe or pervasive to constitute a discriminatory or an unfair employment practice, and is prohibited if:

- i. Submission to the conduct or communication is explicitly or implicitly made a term or condition of the individual's employment;
    - ii. Submission to, objection to, or rejection of the conduct or communication is used as a basis for employment decisions affecting the individual; or
    - iii. The conduct or communication has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment.
    - iv. The nature of the work or the frequency with which harassment in the workplace occurred in the past is not relevant to whether the conduct or communication is a discriminatory or an unfair employment practice under this Policy.

Notwithstanding this Policy, petty slights, minor annoyances, and lack of good manners do not constitute harassment unless the slights, annoyances, or lack of manners, when taken individually or in combination and under the totality of the circumstances, meet the standards set forth in this Policy.

b. Outside of the Employment Relationship

Outside of the employment relationship, the University also prohibits any and all harassment that denies a person's ability to participate in, or benefit from, the University's education program or activity. Outside of the employment relationship, harassing conduct can be verbal or physical and need not be directed at a particular individual. The following type of harassment creates a hostile environment and is prohibited: unwelcome conduct based on protected characteristics that, based on the totality of circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in, or benefit from, the University's education program or activity.

3. **Retaliation.** The University prohibits any materially adverse actions that would dissuade a reasonable person from making or supporting a Grievance of Harassment or Discrimination and which is taken because of a person's participation in a Grievance of Harassment or Discrimination.
4. **Sexual harassment, Sexual Violence, and Sexual Assault.** The University prohibits all forms of Sexual Harassment, including Sexual Violence and Sexual Assault. Sexual Harassment is defined under federal and state laws as follows:
  - Under Title IX, Sexual Harassment is:
    - An employee of Western conditioning the provision of an aid, benefit, or service of the institution on an individual's participation in unwelcome sexual conduct;
    - Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Western's education program or activity; or
    - Sexual assault as defined in 20 U.S.C. § 1092(f)(6)(A)(v), dating violence as defined in 34 U.S.C. § 12291(a)(1), domestic violence as defined in 34 U.S.C. § 12291(a)(8) or stalking as defined in 34 U.S.C. 12291(a)(30).
  - Under Title VII, Sexual Harassment is:
    - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. *See* 29 C.F.R. §1604.11.
  - Under C.R.S. § 24-34-402, Sexual Harassment is:
    - Included in the definition of "Harassment." Please see the definition of Harassment above.

In the event that a complaint alleges Sexual Harassment as defined in Section 3.5, Policy Prohibiting Sexual Misconduct (regarding Title IX), the University must handle such complaint

under Section 3.5. To the extent Sexual Harassment is evaluated under Section 3.5 and determined not to apply, it may be referred to this Policy for further action. Please refer to Section 3.5 for the applicable policy and process.

5. **Violent Behavior.** The University has zero tolerance for violence or threats of violence. Refer to Section 3.4 of this Trustees Policy Manual for all matters pertaining to Violent Behavior.
6. **Pay Transparency.** The 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 employer, or (c) consistent with the contractor's legal duty to furnish information. *See* 41 C.F.R. 60-1.35(c).

#### IV. Prevention

Prevention is the best tool to eliminate Discrimination, Harassment, and Retaliation in the workplace and in the University's educational programs and activities.

1. The University requires anti-harassment training to be completed by all professional personnel and provides training on this Discrimination, Harassment, and Retaliation Policy to Supervisory-level employees.
2. The Human Resources Office provides policy guidance and supports students and personnel in resolving workplace issues.
3. The Division for Justice and Inclusion supports all students, staff and faculty by building a culture of diversity, equity, inclusion, and justice *plus* (DEIJ+) through multi-level strategies.
4. The Equal Employment Opportunity and Affirmative Action Office, an office within the Division for Justice and Inclusion, provides the following prevention and Grievance resolution services:
  - a. Develops and implements training that advances the competency of employees related to civil rights, conflict management, and diversity, equity, inclusion, and justice *plus* (DEIJ+).
  - b. Partners with students, faculty and staff to advance cultural competence through educational strategies.
  - c. Engages in consultative practice with employees to promote an equitable and inclusive work environment.

- d. Manages intake, processing, investigating, and reporting for Grievances of Discrimination, Harassment, and Retaliation.
- 5. Any contracts or agreements with Affiliates must contain provisions requiring Affiliates to comply with the letter and the spirit of all applicable State and Federal laws regarding discrimination and unfair employment practices. These requirements do not create an employment relationship between the Affiliate(s) and the University.
- 6. Any member of the Campus Community who observes or receives information about what they reasonably believe to be Discrimination, Harassment, or Retaliation is encouraged to promptly inform the Equal Employment Opportunity and Affirmative Action Office so that appropriate action can be taken.
  - a. For supervisory-level employees' duty to report, refer to paragraph 8, below.
  - b. For duty to report Violent or Threatening Behavior, refer to Section 3.4 of this Trustee's Policy Manual.
  - c. For duty to report Sexual Harassment, Sexual Violence, and Sexual Assault, refer to Section 3.5 of this Trustee's Policy Manual.
  - d. The Equal Employment Opportunity and Affirmative Action Office shall coordinate with the Title IX Coordinator to determine if any violations Title IX have been alleged or occurred.
- 7. Employees are encouraged to inform their colleagues when their conduct is unwelcome. Employees should report discriminatory or harassing behavior to the Equal Employment Opportunity and Affirmative Action Office at an early stage to prevent its escalation.
- 8. Supervisory-level employees are responsible for the following:
  - a. Creating an environment in which members of the Campus Community are comfortable raising concerns and are confident that those concerns will be addressed.
  - b. Clearly communicating to members of the Campus Community that Discrimination, Harassment, Retaliation or uncivil treatment related to such Grievances will not be tolerated.
  - c. Understanding the Grievance process to assure members of the Campus Community that a prompt, thorough, and impartial investigation will be conducted; confidentiality will be protected to the extent possible; immediate and appropriate corrective action will be taken if it is determined that unlawful Discrimination, Harassment, or Retaliation has occurred; and Grievants will be protected against Retaliation.
  - d. Holding those they supervise accountable for completing required training.

- e. Promptly reporting any complaints, reports, or incidents of Discrimination, Harassment or Retaliation to the Equal Opportunity and Affirmative Action Office.

## **V. Procedure for Grievances of Discrimination, Harassment, or Retaliation**

### Protection of the Parties

1. Confidentiality. The process for resolving allegations of Discrimination, Harassment, or Retaliation is handled with discretion to protect the privacy of those involved, but neither anonymity nor complete confidentiality can be promised.

Participants in the Grievance Resolution Process 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. Failure to observe the confidentiality requirements may be cause for discipline, up to and including termination of employment or expulsion from the University.

Participants in Discrimination Grievance Procedures should not be promised confidentiality beyond that stated herein.

2. Support Measures. The President or their designee may take appropriate interim supportive measures to protect the health or safety of the Grievant and Respondent. Any such Supportive Measures are different from Disciplinary Action resulting from the process. The range of supportive measures may include but is not limited to the imposition of a no-contact order; lateral changes in work or class schedule or location, job duties, housing or travel arrangements, class/teaching schedule or mode of delivery; restrictions in access to university facilities or co-curricular activities; or any other remedy that can be reasonably tailored to the individuals involved.

Violations of no contact orders and failures to comply with other interim measures may result in Disciplinary Action.

3. Administrative Leave or Suspension. The President or their designee may impose administrative leave, temporary suspension, or summary suspension as consistent with the applicable procedures in the Western Colorado University Student Handbook, Graduate Program Handbook or Catalog, Colorado State Personnel Board Rules and Director's Administrative Procedures, or Western Colorado University Handbook for Professional Personnel. For classified employees, the Appointing Authority will take appropriate action in compliance with Chapter 6 of the State Personnel Board Rules if warranted.
4. Representatives: Members of the Campus Community may be advised by a representative of their choice at any stage of the process but must speak for themselves.
5. Independent Mediation. Members of the Campus Community shall not attempt to independently investigate or mediate allegations of Discrimination, Harassment, or Retaliation.

#### Grievance Resolution Process for Student Respondents

In the event a student is identified as Respondent in a non-employment related Discrimination, Harassment, or Retaliation report or complaint, the Student Conduct Process in the Student Handbook will be followed to resolve the Grievance. Please refer to the Student Handbook for the Student Conduct Process and the Student Conduct Programs.

#### Grievance Resolution Process for Employee Respondents

In the event an employee is the identified Respondent, the Equal Employment Opportunity and Affirmative Action Office will arrange for and coordinate the Grievance Resolution Process and may extend or shorten any time periods prescribed in this policy for good cause but shall not permit unreasonable delay.

It will be the Equal Employment Opportunity and Affirmative Action Office's responsibility to keep the President and the Human Resources Office closely informed about any Grievances alleging Discrimination, Harassment, or Retaliation that arises within the University.

##### Step 1: Reporting

- a. Witness Reporting. Any member of the Campus Community who observes or receives information about what they reasonably believe to be Discrimination, Harassment, or Retaliation shall promptly inform the Equal Employment Opportunity and Affirmative Action Office in-person and/or by submitting an appropriate online reporting form so that appropriate action can be taken.

If the person reporting discrimination/retaliation is someone other than the alleged victim, the Equal Employment Opportunity and Affirmative Action Office 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 Equal Employment Opportunity and Affirmative Action Office or President may require further investigation and the President may take appropriate Disciplinary Action.

- b. Filing a Grievance. Any individual who believes they have been the target of Discrimination, Harassment, or Retaliation by an Affiliate or member of the Campus Community should report the conduct to the Equal Employment Opportunity and Affirmative Action Office in-person and/or by submitting the Grievance of Discrimination, Harassment, or Retaliation Form found in **Appendix N** or the appropriate online reporting form.
- c. Determination of Jurisdiction. The Equal Employment Opportunity and Affirmative Action Office will determine whether the Grievance is within the jurisdiction of this Policy. Jurisdiction under this process is established when:

- i. The Grievance is filed within thirty (30) days of the alleged Discrimination, Harassment, or Retaliation, or good cause is shown for not filing promptly;
  - ii. The Grievant has submitted a complete written Grievance which they have either completed themselves or met with the EEO Office to verbally relay to the EEO Office to complete a written complaint; and
  - iii. The Grievance sets forth facts that, if true, show reasonable cause to believe that a violation of this policy has occurred.
- d. Non-jurisdiction. If jurisdiction under this policy is not established, the Equal Employment Opportunity and Affirmative Action Office will serve the Grievant with written notice of this finding and may refer them to support services and/or the appropriate policy or office for resolving their concern.
- e. Appeal of Determination of Jurisdiction. If jurisdiction under this Policy is not established, the Grievant may request the President's review of the determination by submitting a written request for review to the President and the Equal Employment Opportunity and Affirmative Action Office within seven (7) calendar days of the delivery of the finding.

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.
- f. If jurisdiction under this policy is established, the Equal Employment Opportunity and Affirmative Action Office will deliver a copy of the written Grievance to the Respondent; the Grievance will include the Grievant's name, and the Grievant's other personal information will be redacted.
- g. The Grievant may choose to withdraw their Grievance at any point. Even if a Grievance is withdrawn or never filed as a Grievance, the Equal Employment Opportunity and Affirmative Action Office or President may require further investigation and the President may take appropriate Disciplinary Action, if appropriate.

#### Step 2: Informal Resolution Efforts

- a. The University strives to resolve perceived Discrimination, Harassment and Retaliation at the lowest possible level. Frequently, the most satisfactory process for resolving perceived Discrimination, Harassment or Retaliation is through facilitated discussion between affected parties, administrators, and/or outside mediators who will attempt to informally identify problems, develop understanding, reconcile differences and, if appropriate, redress allegations.



- b. Informal Resolution Efforts are only available to members of the Campus Community. If either the Grievant or the Respondent are not members of the Campus Community, refer to Formal Resolution.
- c. The Equal Employment Opportunity and Affirmative Action Office will make every reasonable effort to bring Grievances to closure no later than thirty (30) calendar days after the date that Informal Resolution Efforts were initiated; however, the actual time required will depend on the circumstances of each Grievance and resolution efforts.
- d. The Equal Employment Opportunity and Affirmative Action Office may conduct a preliminary investigation of the situation in order to determine if Informal Resolution Efforts could meet the needs of the affected parties.
- e. The Equal Employment Opportunity and Affirmative Action Office may contact the Grievant to discuss options for Informal Resolution Efforts. If the Grievant wishes to pursue informal resolution efforts, the Equal Employment Opportunity and Affirmative Action Office will prepare recommendations for Informal Resolution Efforts. The Informal Resolution Efforts may only include interaction between the Grievant and Respondent with the Grievant's consent.
- f. Upon approval by the President and with consent of the parties, the Equal Employment Opportunity and Affirmative Action Office may engage in the recommended Informal Resolution Efforts. If the parties do not consent or the President does not approve, any of them may choose to forward the matter directly to Formal Resolution.
- g. Any remedy arising from Informal Resolution Efforts will be summarized in writing within seven (7) calendar days after the conclusion of Informal Resolution Efforts.
- h. If either party is dissatisfied with the results of the Informal Resolution Efforts, they may choose to proceed with a Formal Resolution within seven (7) calendar days after the conclusion of the Informal Resolution Efforts.
- i. Any agreements between the parties resulting from the Informal Resolution Efforts are approved by the President and are final.

### Step 3: Formal Resolution

- a. The Equal Employment Opportunity and Affirmative Action Office will notify all parties when Formal Resolution has been initiated.
- b. Within seven (7) calendar days after the initiation of Formal Resolution, the Respondent will file a written response with the Equal Employment Opportunity and Affirmative Action Office using the Response to Grievance Form found in **Appendix N** or using the appropriate online form.

- c. After receiving the Response, the Equal Employment Opportunity and Affirmative Action Office will investigate to determine the facts by gathering evidence.
  - i. If the Respondent fails to attend an interview for reasons other than a documented, unforeseeable emergency, such failure constitutes a knowing and voluntary waiver of the opportunity to participate in an interview, and the report may be rendered without Respondent's input.
  - ii. If the Grievant fails to attend an interview for reasons other than a documented unforeseeable emergency, the Equal Employment Opportunity and Affirmative Action Office, in consultation with the President, may deem the Grievance withdrawn and discontinue the process. The Equal Employment Opportunity and Affirmative Action Office or President may require further investigation and the President may take appropriate Disciplinary Action, if appropriate.
- d. The Equal Employment Opportunity and Affirmative Action Office shall make every reasonable effort to bring Grievances to closure no later than thirty (30) calendar days after the Grievance was filed; however, the actual time required will depend on the circumstances of each Grievance.
- e. The Equal Employment Opportunity and Affirmative Action Office will promptly prepare and deliver to the President a written report summarizing the investigation that includes factual observations, a determination of whether any University policy was violated, and a recommendation for action, which may include Disciplinary Action in accordance with the appropriate disciplinary procedure.
- f. The President shall review the report and take action as they deem necessary. The President may pursue Disciplinary Action in accordance with the appropriate disciplinary procedure.
- g. The Equal Employment Opportunity and Affirmative Action Office will notify the Grievant and Respondent when the investigation is complete, and that the President is pursuing actions they deem necessary and appropriate. If the Grievant is a member of the Campus Community, they will be informed of any action that is to be taken by the University to resolve the Grievance, except those actions which are otherwise confidential employment actions or information.
- h. The University is committed to transparent communications on how it is addressing issues, while also understanding that those communications may be limited by protections of privacy and confidentiality of the individuals involved. To that end, administrators, such as the Director of Human Resources and members of Senior Cabinet, strive to communicate to the Campus Community regarding campus concerns of safety and justice or in response to incidents related to this Anti-Discrimination Policy wherever possible and appropriate.

## **VI. Cause for Discipline**

1. Discrimination, Harassment, and Retaliation. Members of the Campus Community who engage in Discrimination, Harassment, or Retaliation against any member of the Campus Community or against any Affiliate or Applicant may be subject to Disciplinary Action, up to and including termination of employment or expulsion from the University, as set forth in the Western 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.

Affiliates who engage in discrimination, harassment, or retaliation against any member of the Campus Community may be subject to removal and/or exclusion from campus, including cancelation or modification of their contract, designating an individual as Persona Non-Grata (PNG) as discussed in the Western Student Handbook.

2. Breach of Confidentiality. Failure to observe the confidentiality requirements may be cause for discipline, up to and including termination of employment or expulsion from the University.
3. Abuse of Process. Fraudulent or bad faith allegations, knowingly false statements of fact or documentation, or otherwise behaving irresponsibly in connection with any part of a Grievance is grounds for discipline.
4. Intimidation and Retaliation. The intimidation of, unauthorized contact with, or retaliation against any individual because of that individual's involvement in a Grievance under this policy is a violation of this policy. Intimidation, unauthorized contact, or retaliation may be the subject of a Grievance and may result in discipline.
5. Failure to Participate. Except for the failure of a Grievant to attend an interview or discussion conducted pursuant to this policy, failure of any member of the Campus Community to cooperate with the University officials in pursuing allegations of Discrimination or Retaliation may be cause for discipline.

## **VII. 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 listed below. Since the physical addresses for each agency may change more frequently than the Trustees Policy Manual is updated, current contact information for each agency may also be obtained from the Equal Employment Opportunity and Affirmative Action Office.
  - a. Office for Civil Rights, Denver Office U.S. Department of Education  
[https://ocrcas.ed.gov/contact-ocr?field\\_state\\_value=643](https://ocrcas.ed.gov/contact-ocr?field_state_value=643)  
<http://www.ed.gov/ocr/Grievanceprocess.html>

- b. U.S. Equal Employment Opportunity Commission  
<https://www.eeoc.gov/>  
<http://www.eeoc.gov/denver/index.html>
  - c. Colorado Civil Rights Division  
<https://ccrd.colorado.gov/>  
[http://www.dora.state.co.us/civil-rights/Grievance\\_process.htm](http://www.dora.state.co.us/civil-rights/Grievance_process.htm)
2. If an external Grievance or charge is filed with an equal opportunity enforcement agency or in State or Federal court while a Grievance is pending within the University and the Grievances arise out of the same incident(s) or make similar allegations of Discrimination, Harassment, or Retaliation, the University may discontinue the internal Grievance process. The University may nonetheless require an investigation of all credible allegations of Discrimination, Harassment, or Retaliation and take Disciplinary Action as appropriate even if the Grievance process has been discontinued. Nothing in this policy precludes a University employee from filing a Charge of Discrimination with the Colorado Civil Rights Division and/or Equal Employment Opportunity Commission related to their allegation(s) of discrimination, harassment, or retaliation. A University employee must file such a Charge within 300 days of the alleged discriminatory action.

**Appendix N 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):

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Signature of Grievant (date)

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Signature-Person Receiving Grievance (date)

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Printed Name of Grievant (date)

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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 O Contact Information for Reporting Violations of Discrimination, Harassment and Retaliation  
Policy**

Marita Whalen, Affirmative Action Officer  
[mwhalen@western.edu](mailto:mwhalen@western.edu)  
970.943.3145

Kimberly Gailey, Director of Human Resources and Affirmative Action Officer.  
[kgailey@western.edu](mailto:kgailey@western.edu)  
970-943-3142

Brad Baca, Executive Vice President and Chief Operating Officer  
[bbaca@western.edu](mailto:bbaca@western.edu)  
(970) 943-3017

Gary Pierson, Dean of Students  
[gpierson@western.edu](mailto:gpierson@western.edu)  
(970) 943-2232

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.