



COLORADO MESA UNIVERSITY

Professional Personnel Employment Handbook

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Certain terms when used in this Handbook have a special meaning, as indicated below. Refer to these definitions when interpreting the Handbook policies.

Academic Administrator - The Administrator(s) of an academic department, division or unit of the University (e.g., Department Head, VPAA).

Academic Rank – Refers to Faculty with appointments at the Assistant Professor, Associate Professor, and Professor levels.

Academic Term – Refers to the Fall Semester or Spring Semester but not the January Term or Summer session.

Academic Year - The regular school year consisting of the Fall Semester and Spring Semester but not the Summer session.

Administrator – Professional personnel holding an administrative position with the University.

Affiliates - Individuals who are affiliated with the University as volunteers, invitees, vendors, suppliers or in other capacities but who do not technically qualify as students, professional personnel or other employees.

Affirmative Action Coordinator - The University administrator who oversees the implementation of the University's Affirmative Action Plan and investigation of grievances filed for violations of the policy on anti-discrimination. The Affirmative Action Coordinator reports to the President.

Affirmative Action Office - The University administrative unit, headed by the Affirmative Action Coordinator, and responsible for overseeing the implementation of the University's Affirmative Action Plan.

Affirmative Action Plan - A plan designed to encourage equal employment opportunity at the University for all qualified individuals, in compliance with state and federal law.

Auxiliary Employees – Employees who are exempt from the state classified system as being funded by grants, gifts, or revenues generated through institutional activities managed and accounted for as self-supporting activities. For purposes of this Handbook, Auxiliary Employees are considered “Professional Personnel.”

Board of Trustees - The governing body of the University, appointed by the Governor of the State of Colorado.

Business Days – Days on which the Administrative Offices are open for business.

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Classified Employees - Employees of the University who are part of the State Personnel System. This does not include Professional Personnel.

Clinical Faculty – Faculty employed at Colorado Mesa University, typically in non-tenure track positions, whose primary responsibilities involve academic and clinical instruction and/or supervision in programs typically subject to professional accreditation.

Day - Unless otherwise specified, a “day” refers to a calendar day.

Department Head - The employee responsible for administration of an academic department. The Department Head is appointed by the President and reports to the VPAA.

Director - The employee responsible for administration of an administrative office or unit. The Director is appointed by the President and may report to a Vice President or the President.

Dismissal or Dismissed - Involuntary termination of the employment assignment and/or when the termination is for cause.

Employee Assignment - An agreement between the Professional Personnel and the University setting forth a mutual intent that the Professional Employee will provide services to the University as specified in the assignment, subject to the policies in the Employee Handbook. Although the assignment may relate to an Academic Year, Fiscal Year, or part of an Academic or Fiscal Year, it is not a guarantee of employment for a definite period of time and, except for tenured faculty, assignments are at-will employment agreements and may be terminated at any time, with or without cause or advance notice, or as otherwise provided in Section III. J relating to tenure-track faculty. Also, except for tenured faculty, assignments may be non-renewed with or without cause or advance notice.

Employees-at-will - Employees whose employment may be terminated at any time, with or without cause or prior notice.

Employees-in-good-standing - Employees who have current Performance Ratings of proficient or better, who are not under investigation for misconduct, are not under suspension or under Notice of Dismissal for Cause.

Exempt Employees – Administrators and Auxiliary Employees who are not covered by the State Personnel System. For purposes of this Handbook, the term “exempt” makes no assumption regarding employee’s status under the Fair Labor Standards Act.

Faculty - All faculty are Professional Personnel whose primary responsibility is to provide academic instruction to students of the University, and who may hold academic rank.

Fiscal Year - The 12-month period for which an annual budget is established.

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Full-Time - Professional Personnel hired to work at least 40 hours per week on a regular basis. Full-time Faculty are normally scheduled to teach no less than an average of twelve credit hours each semester of the Academic Year.

FTE - Full Time Equivalent.

Grievance - A written allegation by affected Professional Personnel that there has been a violation, misinterpretation, or improper application of the policies in this Handbook, the *Trustees' Policy Manual* or any other Trustee-approved written policies and procedures of the University, which violation adversely affects the Grievant's employment, other than violations or actions that relate to supervisory warnings, disciplinary action, dismissal, nonrenewal, reduction in force, suspension, reassignments to other exempt Professional Personnel positions, adverse Tenure recommendations or decisions, evaluations, annual development plans, annual performance reviews, comprehensive development plans, comprehensive evaluations, or post-tenure performance improvement plans and reevaluations.

Grievant - The affected Professional Personnel who files a grievance in accordance with the Grievance Policy contained in this Handbook.

Handbook - Colorado Mesa University Professional Personnel Employment Handbook.

Nonrenewal - Nonrenewal, as applied to Faculty members, means that the employment assignment as a Faculty member is not renewed for another Academic Year upon expiration of its term.

Non-Tenure-Track - Faculty positions that are not on a course toward attaining Tenure.

Notice - "Notice" means written notice, either sent by certified mail, return receipt requested, to the address shown on the personnel records of the University, by first class mail, or delivered in person. If notice is mailed, it is deemed given/received upon the date of mailing. If the notice provision in this Handbook states that the notice must be physically received to be effective, then it is deemed given/received upon the date of actual receipt. In the case of personal delivery, a signed and dated receipt should be requested of the recipient. If the person 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/received. In any event the notice should be contained in a sealed envelope addressed to the person being notified and marked "confidential."

President - The President of Colorado Mesa University. The President reports to the Board of Trustees of the University.

Professional Personnel - Employees who are Faculty, Administrators, or Auxiliary employees of the University

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Pro-rata – Proportionate basis; percentage of the whole.

RIF - Reduction in Force.

Reduction in Force - Elimination of Professional Personnel position(s) or the number of Professional Personnel holding the position(s) because of programmatic, financial or other lawful reasons. Termination because of Reduction in Force does not imply any misconduct or fault by the Professional Personnel terminated. Reduction in Force may or may not result in a decrease in the total number of employees in the program, department or administrative office affected.

Release Time - Reduction in Faculty teaching workload to allow for pursuit of other approved professional activities.

Respondent - The person against whom a grievance is filed in accordance with the Grievance Policy in this Handbook.

Retiree - Effective January 1, 2012, any Professional Personnel who has attained sufficient age and completed consecutive, sufficient years of service with Colorado Mesa University immediately preceding the date of separation as follows:

Age	Continuous years of service
55	20
56	17
57	14
58	11
59	8
60	5

This definition shall be used to determine eligibility for benefits extended from time to time to retirees from Colorado Mesa University to the extent that such benefits are under the control of the Board of Trustees of the University, and does not affect consideration for emeritus status.

In order for Retiree to enroll in the University health benefit plan provided Professional Personnel, Retiree must not have reached age 65 or Medicare eligibility (whichever comes first); must have been covered by the University health benefit plan for at least one year immediately prior to retirement; and upon termination, elect to continue coverage under the University health benefit plan pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and exhaust such COBRA coverage, and timely elect to continue coverage under the University health benefit plan as a Retiree. Dependents who are eligible must be signed up at the time of retirement, and may not be added at a later date. When any covered person under the plan reaches 65 or Medicare eligibility, whichever comes earliest, plan coverage terminates and this person, dependent or employee, must convert to Medicare coverage.

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Service shall include those periods of employment with Colorado Mesa University during which the Professional Personnel or state classified employee has received the “Employer Contribution” to the Colorado Mesa University Defined Contribution Plan for Retirement or during which the University has made employer contributions to PERA for such person; had an appointment of 0.75 FTE or greater; and was receiving, or was eligible to receive benefit pay immediately preceding the date of separation or the state classified insurance(s) match. Periods of paid leaves, or unpaid leaves of one year or less during which the employee received, or was eligible to receive, benefit pay or the state classified insurance(s) match will be counted as “service.” Professional Personnel employed prior to July 1, 2014 who had an appointment of .5 or greater meet the service requirement so long as the other eligibility requirements are met, as set forth in this paragraph.

Professional Personnel who are receiving PERA retirement benefits are Retirees and may, with the University's approval, apply for employment and be rehired by the University but not as Tenured or Tenure-track Faculty because of the restrictions under PERA against Full-time employment, which is a requirement of Tenured or Tenure-track status.

Scheduled Work Days - Days on which the individual employee is normally scheduled to work.

School Day - A school day is defined as a day when the University is in session and classes are being held. It includes summer sessions as well as Fall and Spring semesters.

Technical Faculty - Faculty employed at by Colorado Mesa University whose primary responsibility is to provide instruction to students of Western Colorado Community College.

Tenure - The status awarded to certain Faculty by the Trustees that changes the Faculty from an employee-at-will to an employee who cannot be terminated except for cause or due to Reduction in Force. Tenure requires the Faculty member to be Full-time.

Tenure-track – Full-time Faculty positions that are on a course toward attaining Tenure but without any guarantee of achieving Tenure.

Tenured Faculty – Full-time Faculty who have Tenure.

Temporary Faculty - Faculty who do not have Tenure. Temporary Faculty may be terminated with or without cause at any time during or upon expiration of the position assignment. Temporary Faculty may be granted renewal assignments to extend their employment beyond the expiration of the initial assignment.

Terminal Degree - The top level degree that can be obtained in a particular academic area, as recognized by the Board of Trustees.

Termination – In reference to employment, the ending of the employment relationship, which may be voluntary or involuntary.

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Trustees - The Board of Trustees.

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Vice President - The highest administrative level of Professional Personnel below President. Vice Presidents report directly to the President.

VPAA - The Vice President of Academic Affairs of the University. The VPAA reports to the President.

VPCC – The Vice President of Western Colorado Community College. The VPCC reports to the President.

University - Colorado Mesa University.

Without Cause – Regarding termination of employment, “without cause” means that the employment ends without publication by the University of any cause for termination that is stigmatizing to the employee’s reputation.

Work Day – A day on which the employee is normally scheduled to work.

Work Hours – Time that is actually worked by the employee. Leave time is not work hours, regardless whether the leave is paid or unpaid.

A. Handbook.

1. Purpose of Handbook. The *Colorado Mesa University Professional Personnel Employment Handbook* (Handbook) sets forth policies and procedures applicable to Professional Personnel employed by the University. It supplements the policies set forth in the *Trustees' Policy Manual* (Manual), and is intended to be consistent with those policies in all respects. To the extent the Handbook and Manual are inconsistent, the Manual controls. All policies and procedures are subject to approval by the Board of Trustees. The Trustees reserve the right to modify, amend, replace, or revoke the Handbook policies without prior approval of Professional Personnel. The policies and procedures set forth in this Handbook, as amended from time to time, constitute part of each Professional employee's employment with the University. This Handbook supersedes all policies and procedures in any prior version of this Handbook or the State Colleges System Handbook. Certain words and phrases used herein have special meaning as defined in the Glossary. See Glossary of Terms. Any time limits in the Handbook may be extended by the President upon written request and for good cause, in the President's sole and exclusive determination.

2. Process for Handbook Revision When Initiated by Professional Personnel. The policies and procedures set forth in the *Professional Personnel Employee Handbook* ("Handbook") constitute part of each Professional employee's employment with the University. Any amendment to the *Handbook* shall take effect and be incorporated in the Professional Personnel's employment immediately upon its adoption by the Trustees. Therefore, to ensure that any changes to the *Handbook* are effective with, and concurrent to, the dates of the employment assignment, modifications to the *Handbook* shall follow the process outlined herein.

The Board of Trustees will consider revisions to the *Professional Personnel Employment Handbook* annually. The Handbook Revision Committee will be appointed to review changes (e.g., modifications, additions, deletions) requested by Professional Personnel and to make a recommendation to the Board of Trustees for its consideration.

a. Committee Membership. The Handbook Revision Committee will have ten (10) members, comprised of the following:

- 1) 2 faculty appointed by the Faculty Senate;
- 2) 2 faculty at-large;
- 3) 2 exempt employees at-large;
- 4) 1 academic department head;
- 5) Director of Human Resources;
- 6) Vice President for Academic Affairs;
- 7) President, *ex officio*.

All members are appointed by the President unless otherwise designated. The Vice President for Academic Affairs will serve as the Committee Chair. Generally, appointments are for two (2) years. To ensure consistency and begin a rotation, however, some initial appointments may be for one (1) year.

- b. **Revision Petition.** A petition for a Handbook change should include the following information:
- 1) Identification of current policy (reference specific section and part);
 - 2) Description of requested change;
 - 3) Rationale for requested change; and
 - 4) Signature(s) of Professional Personnel submitting requested change, one of which is designated as the primary signatory. A minimum of ten (10) signatures is required for consideration of the requested change, with no more than half of the signatures from a single academic department or administrative office.

Each change should be submitted as a separate petition.

The President, the Vice President for Academic Affairs, and the Director of Human Resources are exempt from the signature requirement if s/he initiates a petition.

A petition may be withdrawn by the primary signatory at any time during the process.

- c. **Review Cycle.** The Handbook Revision Committee will review petitions for revisions on the following annual cycle:
- 1) Submission of petition for Handbook change: December 1;
 - 2) Committee review of petition(s), which may include a meeting between the committee and the petitioner(s): mid-January – February;
 - 3) Campus' professional personnel review and submission of written comments on proposed revisions: early March for ten (10) working days;
 - 4) Committee review of comments and final review of recommended changes by attorney: late March;
 - 5) Submission of recommended changes to Board of Trustees: April 1;

- 6) Effective date of Board-approved changes: July 1.

While generally discouraged, exceptions to the review cycle may be granted by the Vice President for Academic Affairs.

3. Process of Notification of Handbook Revision When Initiated by CMU Board of Trustees. Professional Personnel will be notified, in writing by campus e-mail, or campus mail, or other appropriate means, of any modifications made to the Handbook.

B. Endorsement of Academic Freedom. The Board of Trustees endorses the principle of academic freedom, which means the freedom to discuss academic subjects fully, engage in research and publish the results of research, and write or speak as citizens without fear of institutional censorship or discipline, provided individuals do not represent themselves as speaking for the University.

C. Electronic Mail and Other Electronic Communications.

1. The University's Electronic Services.

The University has e-mail, internet access, computers, voice mail and various other devices that record verbal or written messages. These devices are owned or leased by the University and are for the University's business purposes and limited personal use. They are provided to enhance productivity and work-related information sources for the performance and fulfillment of job responsibilities. The University has the right to review, copy, disseminate, and use for its own purposes any voice mail messages, emails, or other forms of electronic communication using University-owned or operated electronic communication facilities or personal devices for university-related activities.

2. University Social Media Services / Usage.

Social media is the collective of online communication channels dedicated to community-based input, interaction, content-sharing and collaboration. Examples include but are not limited to LinkedIn, Twitter, Facebook, YouTube, Instagram and Snapchat. Social media usage at Colorado Mesa University is governed by the same policies that govern all electronic communications and use of property, including the University's Anti-Discrimination Policy. Employees shall not post confidential or proprietary information about the University, students, employees, or alumni on any social media. Applicable requirements such as FERPA and HIPPA, as well as NCAA regulations, must be adhered to by employees. Furthermore, University copyright and intellectual property rights of others must be followed. Social media accounts established as part of an employee's job duties are CMU's property and, accordingly, the individual must provide CMU the login credentials for those accounts. This requirement does not apply to the employee's personal accounts. Employees must be aware at all times that, while contributing

to the University's social media activities, they are representing the University. Institutional representation via online social media platforms must be initiated and approved through the Department / Office leadership. Personal accounts with social media outlets for private use are not governed by this policy.

3. No Privacy Expectations.

Employees have no reasonable expectation of privacy when using the University-owned or leased computers, e-mail, voice mail or other electronic devices. Employees should not use these electronic devices for any communication that would be embarrassing or humiliating to the Employee if reviewed by persons who are not party to the communication. Employees should advise family and friends who communicate with them at work on these electronic devices that all recorded information is subject to the University's review, copy, and dissemination. Recorded materials may also be subject to subpoena, discovery, and review in any litigation by outside agencies, entities or persons, or by governmental agencies, and may be subject to review under the Open Records Act.

4. No Offensive or Obscene Usage.

Employees shall not use university-based voice mail, e-mail, the Internet, social media or other computer features or electronic devices for obscene, offensive, harassing, or threatening communications that are against the policy on Discrimination and Harassment or otherwise against the law. Employees shall not access or download pornography on the Internet. Any Employee who is harassed by another Employee or outsider sending electronic messages that are threatening or offensive or by displaying offensive Internet information should report this to the Human Resources Department. See Section II, Anti-Discrimination Policy.

D. Nepotism

Colorado Mesa University is committed to a policy of employment and advancement based on qualifications, merit, and other lawful criteria, and it does not unlawfully discriminate in favor of or in opposition to the employment of family members. For this policy, "Family Member" shall mean and refer to a spouse, domestic partner, SGDP, civil-union partner, a person in which you are involved intimately, parent, sibling, or child.

1. An employee of CMU cannot use their authority or position with CMU to benefit or to disadvantage an applicant or employee if that person is a Family Member of that employee.
2. No employee shall make or participate in the making of personnel decisions or recommendations relating to selection, placement, retention, performance evaluation, salary, position assignment, termination, or other employment

conditions that affect or involves a Family Member.

3. No subordinate employee shall make or participate in the making of personnel decisions or recommendations relating to selection, placement, retention, performance evaluation, salary, position assignment, termination, or other employment conditions that affect or involve a Family Member of their superior in the chain of supervision.
4. No employee shall act in a supervisory role with respect to a Family Member.
5. Whenever an employee would be required to make or participate in a recommendation or personnel decision in relation to paragraph 2 or 3 above, the employee shall remove them self and the recommendation or decision shall be made at the next higher administrative level. In such cases, the recommendation or decision shall be reported to the appropriate Vice President.

A. Discrimination and Harassment Prohibited

1. Protected Status. “Protected status,” means a status or characteristic of an individual that is protected by State or Federal law or the policies of the University. Protected status includes race, color, religion, creed, sex, gender (including pregnancy), national origin, ancestry, age (40 and older), disability, veteran status, marital status, and sexual orientation (including transgender status) (referred to jointly as “protected status”), or other protected categories as provided by law.
2. Equal Employment Opportunity. There shall be no unlawful discrimination in employment based on protected status. Equal employment opportunity shall apply to all personnel actions including, but not limited to, recruitment, hiring, compensation, terms, and conditions of employment, privileges, benefits, promotion, discipline, termination, classification of applicants and employees. Equal employment opportunity does not change the requirement that all applicants and employees, regardless of their protected status, must be otherwise qualified for the job.
3. Participation in Programs. The University prohibits discrimination by any employee based on protected status against any otherwise qualified applicant, employee, or student with regard to participation in any academic, research, training, education program, or other activity offered by the University.
4. Harassment. "Harassment" is a form of unlawful discrimination where such conduct is based on any protected status and is unwelcome, objectively offensive, severe or pervasive, and (i) the conduct is either an explicit or implicit condition of an individual’s employment or education; (ii) submission to or rejection of such conduct by an individual is used as a basis for employment or educational decisions affecting the individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual’s work or academic performance or creating an intimidating, hostile or objectively offensive working environment.
 - a. Sexual Harassment - Sexual Harassment means conduct on the basis of sex that satisfies one or more of the following:
 - i. An employee of the University conditioning the provision of aid, benefit or service of the university on an individual’s participation in unwelcome sexual conduct (“Quid Pro Quo”).
 - ii. Unwelcome conduct determined by a reasonable person to be severe, pervasive, and objectively offensive that denies an individual access to the University’s educational programs or activities

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(“Offensive Conduct”).

- iii. Sexual assault as defined 20 U.S.C 1092(f)(6)(A)(v), dating violence as defined in 34 U.S.C. 12292(a)(1), domestic violence as defined in 34 U.S.C. 12291(a)(8), and stalking as defined in 34 U.S.C. 12291(a) (30) (“Sexual Misconduct”).
 - iv. Amorous romantic or sexual relationships between Professional Personnel and students enrolled in their classes, enrolled in a program of study (e.g. major, minor, certificate, etc.) within their department or whom they are assigned to advise or between Professional Personnel and employees or students whom they supervise can create claims of sexual harassment, ethical violations, and is a conflict of interest for the University.
 - v. Accordingly, the University prohibits Professional Personnel from forming such relationships, as well as any attempt to initiate or engage in an amorous relationship with. If such a relationship exists or is developing, the Faculty member or employee shall report the relationship or attempt to the Title IX Coordinator or the Office of Human Resources so that appropriate action may be taken.
- b. Unprofessional Conduct. Harassment based on protected status is unprofessional conduct and may result in discipline or discharge even though it is not severe or pervasive enough to rise to the level of unlawful discrimination under State or Federal anti-discrimination laws.
 - c. Harassment by or towards Non-employees. Harassment by or towards non-employees (e.g., affiliates, volunteers, and members of the public with whom an employee interacts within the course and scope of employment) is also prohibited discrimination.
 - d. Violence and Threats of Violence. Violence and threats of violence constitute prohibited harassment and will result in discipline or discharge. The University has zero tolerance for violence of any nature. Any employee who engages in such conduct may be subjected to criminal prosecution in addition to discipline or discharge.

5. Disability Issues. “Disability” includes physical and mental disabilities that

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substantially limit one or more major life activity. Discrimination against individuals with disabilities who are otherwise qualified to perform the essential job functions, with or without reasonable accommodations, is prohibited. Any employee who requires a reasonable accommodation in order to perform the essential job functions must make a written request for accommodation to the Affirmative Action Coordinator or Office of Human Resources. The request for accommodation will be reviewed with employee's supervisor. The employee must cooperate in the interactive process to determine what reasonable accommodations the University can provide.

6. Other Anti-discrimination Policies and Law. This policy incorporates by reference any policies in the Trustees' Policy Manual regarding unlawful discrimination, sexual harassment and amorous relationships, and violence, the University's Affirmative Action Plan, and State and Federal anti-discrimination law. Prohibited discrimination under this policy shall be construed in accordance with State and Federal anti-discrimination law, except that protected status shall be as defined in this policy and harassment may constitute unprofessional conduct even though it is not sufficiently severe or pervasive as to constitute discrimination under State or Federal anti-discrimination laws.
7. Allegations of Sexual Harassment shall be reported to the Affirmative Action Coordinator who shall coordinate resources or report allegations to the Title IX Coordinator or Office of Human Resources as appropriate.

B. Duty to Report.

1. Any employee who is subjected to prohibited discrimination or harassment or is aware of any such conduct by a University employee (either during employment or outside of employment) toward a student, Faculty member, University employee or individual outside of the CMU community, has a duty to report the conduct to the Affirmative Action Coordinator.
2. Any Employee in a supervisory position and any Faculty member who has a reasonable belief that any employee engaged in or is engaging in prohibited discrimination or harassment (either during employment or outside of employment) towards a student, faculty member, University employee or individual outside of the CMU Community should report such information to the Affirmative Action Coordinator. Any other employee, who has a reasonable belief that such conduct has occurred or is occurring, should report the information to the Affirmative Action Coordinator.
 - a. "Reasonable belief" must be premised on personal observation, written or oral complaint or any other credible evidence.
 - b. There is no duty to report unattributed rumors, speculation, etc..

3. An employee should not delay reporting in an attempt to investigate or mediate. The appropriate University authorities will promptly investigate all credible allegations of prohibited discrimination or harassment and take appropriate action. The State Personnel Rules or the Student Code of Conduct may apply if the Respondent is a Classified Employee or a Student. The Affirmative Action Coordinator, Title IX Coordinator or Office of Human Resources will provide the reporting employee with information on the appropriate proceeding.
 4. Employees are responsible for self-reporting to the University if they have been convicted or pled *nolo contendere* with respect to a felony or crime of violence, harassment or abuse.
- C. Retaliation Prohibited.** There shall be no retaliation against any employee or student for reporting conduct pursuant to this Policy that the employee or student honestly believes is in violation of this policy. There shall be no retaliation against any employee or student for assisting or participating in the investigation of the circumstances. Any such retaliation should be reported and must be processed in the same manner as any other violation of this policy.
- D. Discipline or Discharge.** Any employee determined to have engaged in conduct prohibited by this policy shall be subject to disciplinary action, up to and including dismissal. Any employee who is dishonest in reporting that another person is engaging in conduct that violates this policy is similarly subject to disciplinary action or dismissal. Proceedings against any Professional Personnel for violation of this policy will be in accordance with the Disciplinary Procedures Policy or Termination Policy in this Handbook.
- E. Legal Rights.** This policy is intended to comply with federal and state anti-discrimination laws including, but not limited to, 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, and E.O. 11246 to the extent such laws apply to the University and the circumstances. This policy is not intended to and shall not be construed to in any way expand the applicable statute of limitations under these civil rights laws for pursuing claims of unlawful discrimination or harassment with the appropriate federal or state agencies or courts.
- F. Procedures for Reporting and Investigating**
1. Complaints of unlawful discrimination or harassment should be made to the Affirmative Action Coordinator, as soon as possible, and preferably, within thirty (30) calendar days after the conduct giving rise to the complaint occurs; though such reporting within that time is not required.

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2. The complainant may be an employee, student, applicant for employment, applicant for admission, or an affiliate of the University if the respondent is a Professional Personnel employee.
3. Corrective action to protect the complainant and to prevent contact between the complainant and the respondent during the pendency of the process may occur so long as there is an individualized safety and risk analysis, and it is determined that an immediate threat to the immediate safety of any individual arising from the allegations justifies removal. Any such actions shall be in addition to any sanction imposed. Suspension with pay, or reassignment pending completion of the proceedings are available options.
4. The investigation will be treated with discretion to protect the privacy of those involved to the extent possible without impairing the investigation. Confidentiality cannot be promised to the complainant or the respondent because of the need to investigate and take appropriate action.
5. Records of all discrimination complaints will be maintained and stored for a minimum of three (3) years in the Office of Human Resources. All information contained in the complaint file is classified as confidential to the extent permitted by law.
6. The complainant may choose to withdraw his/her complaint at any point in the University investigation. The Affirmative Action Coordinator, or Title IX Coordinator, as appropriate may, nevertheless, require investigation of credible allegations of violation of this policy as appropriate to the circumstances, even if the complaint is withdrawn or untimely, and may take corrective action, disciplinary action, or pursue discharge if warranted by the available facts.

G. Complaint Procedure.

For any complaint made that involves a staff or faculty member, whether it is between two staff/faculty or involving a student, this process shall be used to investigate and hear any complaints made pursuant to this policy.

1. **Formal Complaint.** The Complainant may file a Formal Complaint against the Respondent on the Formal Complaint form. Such complaint shall be reviewed by the Title IX Coordinator or Affirmative Action Coordinator to assign to an investigator if appropriate. A decision to not assign to an investigation shall be communicated to the Complainant.
2. Upon the filing of a Formal Complaint, a written Notice of Allegations of the Complaint will be provided to Respondent and Complainant. A Complainant is entitled to supportive measures at any stage of the procedure, regardless of whether a Formal Complaint is made.

3. Investigation.

- a. A trained investigator shall be appointed to commence a thorough, reliable, and impartial investigation.
- b. The Investigator will examine all relevant documents and evidence and interview relevant witnesses, including the Complainant and Respondent.
- c. The Investigator shall provide written notice to Complainant and to Respondent of the day and time of each of the interviews. Such notice may be via the email account or hand delivered by appropriate Coordinator.
- d. Upon completion of the investigation, the Investigator shall prepare a draft written investigation report which shall be provided, along with all evidence collected, to each party. The parties shall have ten (10) days to provide written comments about and edits to the investigation report and deliver such written comments and edits to the appropriate Coordinator, who shall then deliver the comments to the Investigator. Based upon such written comments, the Investigator may make changes to the Investigation Report or leave it in its original draft form. The final Investigation Report with each party's comments affixed thereto shall then be delivered to the appropriate Coordinator.

4. Hearing Procedures

- a. The Director of Human Resources (the "Director") shall hear a Complaint under this procedure. In the event a conflict of interest exists, the Director, with assistance from the Title IX Coordinator shall provide a list of potential Hearing Officers, believed not to have any conflicts, to the Vice President of Finance and Administration who shall make the final determination as to the Hearing Officer. The Director or Hearing Officer will deliberate and make a determination on the finding of responsibility related to the Complaint which determination shall be by preponderance of the evidence.
- b. The Complainant and the Respondent have the right to be assisted by any Advisor they choose, generally at their own expense. However, in the event that a party is unable to procure an Advisor for the hearing, the party shall notify the appropriate Coordinator at least ten (10) days in advance of the hearing and the University will appoint an Advisor for the party at the expense of the University. The advisor may be an attorney, friend, family member, appointed Advisor, etc. Except in the instances of the cross examination of the other party, the Complainant and/or Respondent is responsible for representing themselves and speaking on their own behalf. The Advisor may, however, advise the party during the hearing.

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- c. At such hearing, the Complainant and the Respondent will each be provided with a room that is separate from the actual hearing room and which will be connected to the hearing room by video and audio technology allowing each party to participate remotely.
- d. For purposes of cross examination, the Hearing Officer shall permit the Advisor of the Complainant and the Advisor of the Respondent to cross examine the other party and all witnesses via the video/audio link. Each party's Advisor shall provide written questions cross examination questions of the other party to the Hearing Officer at least two days in advance of the hearing to allow the Hearing Officer time in advance to help make determinations of relevancy.
- e. With the exception of cross examination of parties and witnesses, all other evidence, testimony, and argument shall be presented by the Complainant and Respondent personally.
- f. The Hearing Officer retains discretion to determine whether the cross-examination questions are relevant and appropriate. If any questions submitted are deemed inappropriate or irrelevant, the Hearing Officer may choose not to allow such questions. However, the Hearing Officer can draw an inference about responsibility solely on a party's absence from the hearing or refusal to submit to cross examination.
- g. The Hearing Officer shall provide a written determination to the parties. The appropriate campus officials such as the Department Head, Department of Human Resources and supervisory personnel, will receive a copy of the outcome as appropriate. The written determination shall include
 - i. identification of the allegations that constitute sexual harassment, discrimination or other harassment;
 - ii. a history of the procedural steps from the filing of the Formal Complaint through the hearing
 - iii. Findings of fact supporting the determination
 - iv. Conclusions regarding the application of the University's Anti-Harassment Policy, as set forth in this Handbook, to the facts
 - v. A statement and rationale for the determination of responsibility and the sanctions imposed on Respondent
 - vi. What remedies and/or Support Measures will be provided to the

Complainant

vii. Procedures for appeal

- h. Retaliation is prohibited. A report of alleged retaliation may be made to the appropriate Coordinator in person, by mail, by telephone, or by electronic mail. Any Mandatory Reporter who receives a report of alleged retaliation must promptly report the alleged retaliation to the appropriate Coordinator. Allegations of retaliation may be investigated and adjudicated as described below.

5. Appeals

- a. The Complainant and the Respondent both have the right to appeal a determination of responsibility on the limited grounds (i) material procedural error that materially affected the outcome; (ii) material, new evidence not reasonably available at the time of the hearing; (iii) a decision that is clearly contrary to the weight of the evidence; and/or (iv) conflict of interest or bias on the part of the Title IX Coordinator, Affirmative Action Coordinator, investigator, Hearing Officer or Director of Human Resources that affected the outcome.
- b. Appeals must be in writing and submitted within fourteen (14) business days following delivery of the notice of the outcome.
- c. Appeals are heard by the President. The appeal is strictly limited to a determination of whether the written appeal meets the limited grounds for appeal. If it is found that the grounds for appeal are met, the appeal will be granted. Otherwise, the appeal will be denied. If the appeal is denied, the matter is closed, and the Director's decision stands as the final decision.
- d. In the event an appeal is granted, the appeal officer may, in his or her discretion:
 - i. Remand the case to the Hearing Officer and provide instructions regarding the nature and extent of reconsideration. The Hearing Officer will act promptly to reconsider the matter consistent with those instructions. Following reconsideration, the finding of the Hearing Officer will be final and not subject to further appeal, or
 - ii. Modify the decision consistent with its decision. Following reconsideration, the finding of the President will be final and not subject to further appeal.

A. Equal Opportunity

It is the policy of the University to comply with all applicable federal and state anti-discrimination laws. The University will not engage in unlawful discrimination in employment opportunities or educational services against any person because of race, religion or creed, sex or gender (including pregnancy), age (40 and older), national origin or ancestry, color, disability, veteran status, or sexual orientation (including transgender status). The process of position announcement, screening, interviewing, appointment recommendation and hiring must adhere to the University's Affirmative Action Plan, which is on file in the Office of Human Resources, the Anti-Discrimination Policy in this Handbook and any anti-discrimination policies in the *Trustees' Policy Manual*.

B. Recruitment of Professional Personnel

1. Coordinating Candidate Recruitment. The Vice President, Department Head or Director of the hiring unit, in consultation with the VPAA or the President, as appropriate, and the Affirmative Action Coordinator are responsible for coordinating candidate recruitment.
2. Specification of Qualifications. Job descriptions and position announcements should specify the qualifications, including education, experience and competence, and physical requirements which are minimally required of candidates for Professional Personnel positions. The essential functions and specific job duties should also be included in job descriptions and position announcements.
3. Search Committees. Search committees may be used in recruitment of Professional Personnel. The participants shall be approved by the President and appropriate Vice President and shall include a representative of the Affirmative Action Office who will provide guidance to the search committee regarding compliance with the University's Affirmative Action Plan, anti-discrimination and equal employment opportunity policies and procedures.

C. Recruitment of Faculty

1. Search Process for Faculty.
 - a. Tenure-track position vacancies are widely advertised beyond the University and local community to assure that the best possible Faculty candidates are obtained. Non-tenure-track positions may be filled without advertising beyond the local community.

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- b. The Department Head, in consultation with Faculty and VPAA, and with the President's approval, may form a search committee to assist in recruitment and evaluation of candidates for the position. The Department Head is responsible for reporting the recommendations of the search committee, as well as his or her personal recommendation to the VPAA for the candidate(s) to be interviewed.
- c. In consultation with the VPAA, the Department Head shall arrange for interview(s) of the candidate(s) believed to be most appropriate for further consideration.
- d. Following the interview process, it is the responsibility of the VPAA to make a recommendation to the President.
- e. Only the President may make a formal offer of employment to a candidate. The offer is conditional on Trustee approval of the proposed appointment.
- f. The President may provide a moving allowance to newly hired full-time faculty in recognition of personal costs incurred in relocating for employment. The decision to award an allowance and the amount is determined by the President based on the level of the position, the distance the employee is moving, availability of funding and other recruitment considerations. The moving allowance generally should not exceed \$2,000. Exceptions to the standard moving allowance may be authorized at the President's discretion.
- g. Once the search has been completed and an offer made, all documents and files concerning the search, offer and appointment must be submitted to the Office of Human Resources for retention during any period required by law or University policy.
- h. Faculty appointments are normally made for the Academic Year with appointments for summer teaching, when available, made by separate assignments. However, Faculty positions may also be made for a Fiscal Year or other period not to exceed twelve months.

D. Faculty Rank at Time of Initial Appointment

1. Academic Faculty. The basic structure for ranked Academic Faculty shall be assistant professor, associate professor, and professor. The minimal educational and experiential qualifications for faculty normally are as follows:
 - a. Assistant Professor - Master's degree plus three years teaching experience at the post-secondary level; or Master's degree plus 45 quarter hours or 30

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semester hours of appropriate post-master's degree work; or earned doctorate or other post-graduate degree(s) recognized as terminal degree for the Faculty's discipline.

- b. Associate Professor - Earned doctorate, or other post-graduate degree(s) recognized as terminal degree for the Faculty's discipline, plus five years teaching experience at the college level or other appropriate post-doctoral experience in the field of specialization; or meets the educational requirements for Assistant Professor and has achieved outstanding recognition in public service or the private sector, and has demonstrated capacity to teach at the university level.
- c. Professor - Earned doctorate, or other post-graduate degree(s) recognized as terminal degree for the Faculty's discipline plus ten years teaching experience at the college level or other appropriate post-doctoral experience in the field of specialization; or the appointee meets the educational requirements for Associate Professor and has achieved outstanding recognition in public service or the private sector, and has demonstrated capacity to teach at the University level.

All educational credentials must be earned from an institution whose accreditation is recognized by the U.S. Department of Education.

Exceptions for individual Faculty members may be approved by the President. Generally, such exceptions will be recommended by the Department Head to the VPAA, after consultation with Faculty of the affected Faculty body, and, in turn, the President, based on expertise, technical competence and/or personal attributes which the Department Head deems of sufficient merit to warrant such recommendations. Normally such exceptions will be for persons who have made substantial contributions to their fields of specialization or who have demonstrated exceptional scholarship, competence, or appropriate creative accomplishment of recognized excellent quality.

High school teachers who offer a University course for concurrently enrolled students (Early Scholars Program) are employees of their respective districts rather than the University and do not hold Academic Rank.

- 2. Clinical Faculty. Clinical Faculty are academic appointments of renewable-term faculty typically in programs subject to professional accreditation that require clinical teaching supervision and/or direction. Professional productivity is expected of clinical faculty, but may not necessarily be defined as scholarship or service typically associated with tenure-track faculty appointments. Academic titles in this category include Clinical Instructor, Clinical Assistant Professor, Clinical Associate Professor or Clinical Professor.

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Clinical appointments are generally not tenure-track, and, like Technical Faculty carry higher teaching loads (see workload Section VIII).

- a. Assistant Clinical Professor - Faculty appointed to the rank of assistant clinical professor ordinarily hold a doctorate or terminal master's degree in the discipline, maintain current certification and/or licensure as specified by the discipline, and have experience in clinical/professional practice.
 - b. Associate Clinical Professor - Faculty promoted, appointed, or reappointed to the rank of associate clinical professor ordinarily hold a doctorate or terminal master's degree in the discipline, maintain current certification and/or licensure as specified by the discipline, and have an established record of sustained success and excellence in clinical/professional practice (e.g., attend and participate in professional meetings and/or workshops, contribute to professional journals, active membership in professional organizations).
 - c. Clinical Professor – Faculty promoted, appointed, or reappointed to the rank of clinical professor ordinarily hold a doctorate or terminal master's degree in the discipline; maintain current certification and/or licensure as specified by the discipline; have an established record of sustained success and excellence in clinical/professional practice; and provide evidence of professional recognition, productivity, and service (e.g., invited presentations at professional meetings and/or workshops, invitations to serve as editor or editorial board member of professional journals, appointment or election to leadership positions in professional organizations, awards and honors from professional organizations).
3. Technical Faculty. The basic rank structure for Technical Faculty shall be assistant technical professor, associate technical professor, and technical professor. Educational and experiential qualifications for technical Faculty are as follows:
- a. Assistant Technical Professor - Five years teaching experience and (i) associate degree in field related to area of instruction, or (ii) ten years of appropriate work experience, or (iii) national certification in field of specialization.
 - b. Associate Technical Professor - Ten years teaching experience and (i) baccalaureate degree in a field related to area of instruction, or (ii) fifteen years of appropriate work experience, or (iii) advanced and/or multiple certifications in field of specialization.
 - c. Technical Professor - No initial employment appointments will be issued at

the Technical Professor level.

E. Special Appointment Faculty

1. Adjunct Faculty – Adjunct faculty appointments apply to temporary faculty normally hired to teach 18 course credit hours or less in an academic year. Adjunct faculty are compensated using the part-time faculty salary schedule or, in some instances, depending on the appointment parameters, may be paid based on an honorarium. Adjunct faculty hired to teach more than 18 course credit hours during the academic year may be benefits-eligible. Adjunct appointments may also be used to designate special and/or temporary research and/or grant-related faculty appointments.
2. Visiting Faculty – A Visiting Faculty designation may be used in the appointment of faculty for temporary assignments, events, or research-related projects, particularly where that appointment is not to continue beyond expiration of a limited assignment period. The responsibilities of a Visiting Faculty are defined at the time of the appointment. Appointment is typically made at a rank commensurate with the visiting faculty member’s prior academic rank (i.e., instructor, assistant, associate, professor).
3. Academic or Clinical Instructor - An academic or clinical instructor appointment applies to faculty normally hired to teach 12 or more course credit hours per semester and who have earned a Master’s degree or other appropriate degree for the faculty’s discipline plus demonstrated competence in the field of specialization and capacity for teaching. These faculty, who are assigned the formal designation of instructor by the University, do not hold Academic Rank.
4. Technical Instructor - Must meet credentialing requirements for area taught per Colorado Community College System.
5. Concurrent Instructors – High School teachers who are considered similarly to adjunct faculty and have been approved to teach CMU classes in high schools as part of the concurrent enrollment program are compensated by their school districts and do not hold Academic Rank.

F. Emeritus Status

1. All Faculty who have completed ten (10) continuous years or more of Full-time service at the University shall be eligible at the time of their retirement to be considered for an emeritus title equivalent to their highest professional rank.

2. Emeritus status from the University may be granted upon recommendation by the President and approval by the Trustees.
3. Emeritus status shall not be automatically conferred on all eligible retirees. Rather, it shall be based on high standards of professional performance at the University over an extended period. Applications for emeritus status are initially reviewed by the Faculty Senate's Distinguished Faculty Committee and its recommendations are submitted to the VPAA.
4. Emeritus status may carry benefits to be determined by the Trustees.

G. Department Heads

1. Each academic department has a head who is responsible for the administrative duties of that department.
2. The selection process for Department Heads is as follows:
 - a. Normally the Department Head will be selected from the Tenured Faculty of the department.
 - b. Faculty may recommend the candidate(s) to the VPAA. The VPAA, in consultation with the Faculty of the appropriate department, will make a recommendation to the President.
 - c. Department Heads are appointed by the President.
 - d. If an emergency situation arises creating a vacancy in the Department Head position, an acting Department Head shall be recommended by the VPAA to the President to serve until the end of the current Academic Year, or such other period as the President determines.

H. Oath or Affirmation of Allegiance for Faculty

1. Procedure. The following procedures are prescribed by the Trustees in accordance with §22-61-104, C.R.S.
 - a. The oath or affirmation shall be administered to all persons employed by the Trustees of the University in teaching positions, regardless of the length of the employment period, before entering upon or continuing the discharge of his or her teaching duties. 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.

any other Exempt position that reports directly to the President.

3. Administrative and auxiliary positions shall be exempted from the state personnel system before searches are commenced.
4. With the President's approval, advancement from within the University, without outside search, is permitted in accordance with the Affirmative Action Plan.
5. Only the President may make a formal offer of employment to a candidate, pending approval by the Trustees.
6. Internal and external searches are the preferred method of filling vacancies and new positions. The President may approve an alternate method for a compelling reason. Vacant administrative positions will be advertised within two years of the vacancy unless the President authorizes a longer period for an interim assignment.
7. The President may provide a moving allowance to newly hired full-time exempt employees in recognition of personal costs incurred in relocating for employment. The decision to award an allowance and the amount is determined by the President based on the level of the position, the distance the employee is moving, availability of funding and other recruitment considerations. The moving allowance generally should not exceed \$2,000. Exceptions to the standard moving allowance may be authorized at the President's discretion.
8. All offers of employment for exempt positions (including positions filled from within the University) are conditional on approval of the proposed appointments by the Trustees.

J. Position Assignments and Employment Status.

Assignments used for all Professional Personnel must conform with the form and general conditions specified by the Board of Trustees (see Trustees' Manual). The policies in this Handbook, as amended from time to time by the Trustees, are made part of the employment assignment by reference. Administrators, Auxiliary Employees, and Temporary Faculty are employees-at-will who may be terminated at any time, with or without cause or advance notice. Employment is at will even though the assignment is issued annually or for a specified period of duration. The exception to this rule is that Tenure-track Faculty, although employees-at-will, may be terminated within the Academic Year assignment term only due to a Reduction in Force or for cause.

K. Acting Appointment.

When a vacancy occurs unexpectedly through resignation, death, illness or some other reason, an emergency appointment may be necessary. A replacement may be hired into an

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“Acting Appointment” to fill only the term of the unexpired assignment period. However, due to extenuating circumstances, the replacement may serve for a longer period of time but not to exceed two full years from date of appointment. No guarantee expressed or implied will be made to the individual that employment would automatically extend beyond that time; however, he/she may apply for the position; when the vacancy announcement is distributed. Consistent with item J above, acting appointments are considered at-will even though the assignment is issued annually or for a specified period of duration.

A. General Statement

Colorado Mesa University is authorized by the Board of 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 Office of Human Resources. To the extent this policy conflicts with the plan documents, the plan documents are controlling.

Throughout this Section IV (Benefits) and Section V (Leave) the handbook will reference “All Professional Personnel”, meaning all Faculty, Administrators or Auxiliary employees of the University regardless of employees FTE vs. Benefit Eligible Employees, meaning those Professional Personnel with appointments of at least 0.75 FTE for the fiscal year. A benefits-eligible employee, hired before July 1, 2014 and who holds an appointment of at least 0.50 FTE, will maintain their current eligibility status for so long as they are continuously employed at CMU with at least a 0.50 FTE appointment.

B. Group Insurance Plan

1. Colorado Mesa University offers comprehensive group insurance plans including, but not limited to, health and dental insurance coverage, life insurance, and long-term disability coverage to all benefits-eligible Professional Personnel. Employees are also provided with travel accident insurance which covers all University-related travel. The insurance programs shall be required for all benefits-eligible employees, with the exception of those granted exemptions. Exemptions will be granted by the University for those persons who provide proof of other group health coverage (including military benefits) and for those persons whose religious beliefs conflict with requirements of this program.
2. Health insurance coverage coincides with the dates of employment. However, all benefit-eligible Professional Personnel employed on nine to 12 consecutive month employee assignments who complete the academic year or defined assignment will be covered for 12 months unless the employee is not to be employed by the University for the immediately succeeding academic year, in which case coverage ends on July 31 for all faculty appointments or the last day of the month in which the employee terminates for all non-faculty benefit eligible appointments. Employees whose employment is terminated are generally eligible for COBRA continuation coverage at their own expense.
3. In addition to the above insurance coverage, an employee may choose from a variety of optional insurance plans. Information about all of these plans is available in the Office of Human Resources.
4. Full plan descriptions and premium rates are addressed in the annual Employee Benefit Plan Guide. The health and insurance program shall be reviewed periodically to assess its adequacy in terms of coverage and costs.

C. Supplemental Retirement Plan

All employees of the University are authorized by the Trustee Policy Manual to participate on a voluntary basis in a payroll deduction tax deferred annuity plan in accordance with the Internal Revenue Code § 403(b), PERA 457, and PERA 401(k). More detailed information concerning supplemental retirement plans is available in the Office of Human Resources.

D. Long-term Disability Program

A long-term disability insurance program is provided to benefits-eligible Professional Personnel. Long-term disability insurance coverage ordinarily coincides with the dates of employment. However, all benefits eligible Professional Personnel employed on nine to 12 consecutive month employee assignments will be covered for 12 months unless the employee is not to be employed by the University for the immediately succeeding academic year, in which case coverage ends on July 31 for all faculty appointments or the last day of the month in which the employee terminates for all non-faculty benefit eligible appointments. 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.

E. Retirement

All Professional Personnel shall participate in either the Public Employees Retirement Association (“PERA”) or the Colorado Mesa University 401(a) Defined Contribution Plan (“DCP”) as established by the Trustees. Eligibility to participate in PERA or the DCP shall be determined in accordance with title 24, articles 51 and 54.5 of the Colorado Revised Statutes (as amended from time to time.)

1. Public Employees Retirement Association (PERA)

- a. PERA is a defined benefit retirement plan authorized by state statute. PERA is not an option for those employees hired after May 1, 1994, except for an eligible employee who is an active or inactive member of PERA with at least one year of service credit and who elects within thirty (30) calendar days of appointment to remain in PERA.
- b. The contribution of both the employee and the University are established annually by the state legislature; this contribution is not subject to federal or state taxation. Contribution rates of both the employee and the employer are subject to change. Employees receive an annual statement from PERA detailing the employee’s contribution. Employees become vested at five years and have a right to a deferred annuity from the vesting. Retirement income benefits are established by state statute and are determined by a combination of age, years of service, and highest average salary (HAS) as defined by PERA. PERA also provides survivors' benefits after one year of service and short-term disability coverage after five years of service.
- c. Professional Personnel are urged to consult with the Office of Human Resources or with PERA for specific current information regarding the PERA plan.

- d. PERA retirees, except those retired before July 1, 1994, and limited others, are subject to limits on working after retirement of 110 days /720 hours per year. These limits are inconsistent with the status of Tenured or Tenure-track Faculty because these classifications require the faculty member to work Full-time on a regular basis. Thus, when a Tenured or Tenure-track Faculty member, other than faculty retired before July 1, 1994, is receiving PERA retirement benefits, the individual is no longer Tenured or Tenure-track Faculty. All Tenured and Tenure-track Faculty must notify the Vice President of Academic Affairs in writing when they apply for PERA benefits and when such benefits are awarded so that the individual's status will be properly recorded as Retiree.
2. 401(a) Defined Contribution Plan (DCP)
 - a. Those employees who have elected to transfer to a 401(a) defined contribution plan (DCP) and those employees hired after May 1, 1994 who are ineligible to participate in PERA must participate in the 401(a) defined contribution plan approved by the Board of Trustees.
 - b. The contribution rates of both employees and the University are determined by the Trustees; this contribution is not subject to federal or state taxation. Contribution rates of both the employee and the employer are subject to change. The employee is 100 percent "vested" in all contributions made to his/her account.
 - c. Professional Personnel are urged to consult with the Office of Human Resources or with their DCP administrator for specific current information regarding the DCP plans.
 3. There is no mandatory retirement age for Professional Personnel.
 4. Professional Personnel who are considering retirement should contact the Office of Human Resources for information concerning retirement options and benefits.

F. Transitional Retirement

Transitional retirement status may be available for Faculty who retire from the University as Full-time Faculty and then provide services as Part-time Faculty. Faculty should contact the Offices of the VPAA and Human Resources for information regarding the process and benefits associated with transitional retirement. With the approval of the President and the VPAA, faculty may be granted either a one-year or a two-year period of transitional retirement; a third year is possible but would not be guaranteed. Transitional retirees are solely responsible for determining what impact, if any, their transitional retirement employment has on PERA or DCP benefits, but will be required to meet with an HR Officer or designee prior to accepting an assignment as a transitional retiree.

G. Post-Retirement Employment

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.

H. Workers' Compensation

The University provides workers' compensation insurance for work-related injuries or illness in compliance with Colorado law for all employees. Work-related injuries should be reported immediately to the employee's supervisor and the Office of Human Resources. State law requires all injuries to be reported by the employee, in writing, within four working days of the accident. The written report must be submitted to the Office of Human Resources. Failure to timely report a work-related injury or illness may result in loss of benefits. The University shall provide a list of at least four physicians and/or corporate medical providers from which an injured employee may elect treatment for a work-related injury or illness. . Contact the Office of Human Resources to arrange for treatment by a designated physician. Medical benefits may be denied if the designated physician is not used.

I. Employee Tuition Waiver and Spouse/Dependent Tuition Discount

1. Professional Personnel who are benefits eligible as defined under this Section IV, may have tuition waived for job-related and career enhancement undergraduate, graduate or noncredit courses that are offered by the University. The University recognizes that courses that may not be in the employees' field may still provide enhancement. Tuition waivers are limited to twelve semester hours per fiscal year for benefits-eligible employees. Tuition waivers for part time faculty who have been continuously employed by CMU for the previous 5 academic years may also be eligible at the discretion of the President. Tuition waivers are limited to classes with space available without eliminating a tuition-paying enrollee. Approval must be in writing and must be received before the employee enrolls in the course or training. No request shall be approved unless the President or delegate concludes that enrollment in the course or training will benefit the State and enhance the employee's performance. If the class meets during regular work hours, employee must have prior written approval of the supervisor to either make up the time lost or charge it to vacation leave. Personnel who fail to earn a passing grade (defined as a 'C' or higher) will be required to repay the cost of course tuition for that course. Employees will be allowed one appeal in the event the employee does not earn a passing grade due to a personal hardship during the semester. Tuition waiver forms are available in the Business Office. Pursuant to the Internal Revenue Code and Revenue Rulings, the monetary value of any tuition waiver may be subject to income taxation.
2. An eligible employee's spouse and/or dependent is eligible for a tuition discount for CMU undergraduate credit coursework regardless of the delivery type. The tuition discount does not apply to graduate credit or non-credit courses. The spouse and/or dependent is eligible for a 50% tuition discount as follows:
 - a. *for an on-campus delivered course:* Maximum of 50% of the net in-state undergraduate classroom course tuition rate less COF, regardless of tuition residency classification. Discount amount is the same whether the student receives COF stipend or not. Student is responsible for 100% of mandatory fees and all other non-mandatory fees such as course fees.
 - b. *for an on-line delivered course:* Maximum of 50% of the on-line tuition rate less COF. Discount amount is the same whether the student receives COF

stipend or not. Student is responsible for 100% of non-mandatory fees such as course fees.

The discount is limited to a maximum of twelve credit hours total combined of online and on-campus delivered courses during a fiscal year. For each semester that a student is residing on-campus, the maximum number of credits to which the discount may be applied increase to 12 per semester, not to exceed 24 hours for any fiscal year. The tuition discount plus institutional tuition scholarship (i.e., distinguished and ambassador scholarships) cannot exceed the tuition and fee charges for the semester. The tuition discount for international experiences and the aviation program is limited to “on-campus delivered course” discount as outlined above.

In the event of double eligibility for a tuition discount under this policy (e.g both parents employed by the University), the dependent child will be entitled to benefits through one parent.

J. Pay Period and Direct Deposit

Effective July 1, 2018 the University transitioned to a semi monthly payroll with paydays occurring on the 15th and on the last working day of each month. Professional personnel will be paid for work performed the 1st-15th of the month on the last working day of the month and receive pay for work performed on the 16th-last working day of the month on the 15th of the following month or the Friday prior if this lands on a weekend. Direct deposit of earnings is required for all Professional Personnel. Faculty members employed on nine- or ten-month assignments are paid in twenty-four (24) equal installments according to the semimonthly pay schedule.

K. Overtime / Compensatory Time

All Professional FLSA non-exempt employees will be granted compensatory time in lieu of paid overtime for hours worked in excess of 40 hours per week. Compensatory time off at a rate of time and one-half will be provided in lieu of cash overtime payments to a maximum accrual of 40 hours (60 hours at time and one half). The appointing authority or their delegate may approve overtime to be paid in lieu of compensatory time when deemed appropriate. Overtime in excess of the maximum accrual for compensatory time will be paid to the employee in the paycheck covering the payroll cycle in which the hours were worked. The requests to use accrued compensatory time are handled in the same manner as annual leave requests and must be requested and approved in advance. Unauthorized use of leave may result in the denial of paid leave and/or disciplinary action up to and including termination.

A. Sabbatical Leave

1. General Statement. A sabbatical is a privilege granted by the University for the advancement of the University, subject to the availability of resources. A sabbatical assignment is an important tool in developing academic scholarship and is a time for concentrated professional development. The faculty member shall use the sabbatical assignment in a manner that will enhance her/his scholarly and/or teaching competence and potential for service to the University, and to advance departmental program goals.
2. Eligibility. Full-time Faculty members, except Non-tenure-track Faculty, are eligible for a paid sabbatical leave when they have completed seven Academic Years of continuous service to the University. A maximum of one Academic Year per fiscal year may be accrued toward sabbatical leave eligibility. Credit toward eligibility may not be earned by service during summer sessions.
3. Service accrued toward eligibility for a sabbatical leave shall be lost by interruption of employment with 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 under relevant provisions of this Handbook 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.)
4. Seven-Year Restriction. 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.
5. No Guarantee. 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.
6. Failure to Meet Goals. 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.
7. Procedures and Criteria for Granting Sabbatical Leaves. The procedure for selecting applicants for sabbatical leaves shall comply with this policy and section 23-5-123, C.R.S. (as amended).
 - a. No Faculty member shall take a sabbatical leave unless it has been approved in advance by the Trustees.

- b. A Faculty member who is eligible for a sabbatical leave may apply for leave by submitting an application to his or her Department Head. The application shall include a detailed sabbatical plan that: 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 specifies the goals that the Faculty member will achieve while on sabbatical leave.

- c. Process
 - 1) Applications must be filed with the Department Head by October 1 of the Academic Year preceding that for which leave is desired. The Department Head will review the application and forward the application and his or her recommendations to the Sabbatical Leave Committee by November 1. The Sabbatical Leave Committee will review applications for sabbatical leaves and will recommend action to the VPAA. The VPAA will in turn recommend action to the President. The VPAA will also advise the President of the total FTEs of Sabbatical Leave budgeted for the Academic Year for which leave is desired.
 - 2) A detailed plan for use of the sabbatical leave period will accompany the application. If the leave is for work toward completion of an advanced degree, the institution and program will be specified.
 - 3) Members of the Sabbatical Leave Committee independently rate the proposals received on the basis of criteria enumerated below. Applicants will be given written explanation of their rating by the Faculty Senate Sabbatical Committee.
 - 4) 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.
 - 5) All individuals responsible for reviewing and acting on sabbatical leave applications shall consider the following criteria:
 - a) The merit of the reasons for the proposed sabbatical leave activities.
 - b) The benefits to be received from such activities by the Faculty member, the University, and the students at the University.

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- c) The number of years the applicant has taught at the University and the number of years since the applicant's last sabbatical leave, and;
 - d) The individuals who will be involved in the sabbatical activities.
- 6) Within sixty (60) calendar days after return to duty, the Faculty member granted a sabbatical leave will submit to the President of the University a written report covering the period of the leave. When applicable, a transcript or other evidence of completion of the planned program will accompany the report. 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.
- d. Terms:
- 1) Employees' contributions to PERA or the DCPD will be collected for periods of sabbatical leave.
 - 2) Final Sabbatical Reports. Upon completion of a sabbatical, a Faculty member shall submit a final report to the President and Trustees. 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.
 - 3) Final sabbatical reports are public records available for public inspection under sections 24-72-202 and -203, C.R.S. and may not be included in a Faculty member's personnel file.
- e. Other Terms and Conditions of Sabbatical Leaves. Sabbatical leave may be granted for one semester at full pay or two semesters at half pay. Sabbatical leaves during the summer are not authorized except for Faculty members holding fiscal year assignments.
- f. 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 fellowship, grant, appointment at another institution, or any other employment requires the prior written approval of the President.
- g. 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.

- h. Upon returning from sabbatical leave, Faculty members shall hold at least the same rank and receive the same salary, seniority, and retention considerations as if the leave had not been taken. However, an Academic Year during which a Tenure-Track Faculty member takes a sabbatical leave of one or more semesters' duration shall not be included in such Faculty member's Tenure-Track period.
- i. A sabbatical leave for an Academic Year at half pay is counted as a service year for PERA retirement if the earned salary meets the minimum amount required by PERA for service credit. Participants in the State Colleges Defined Contribution Pension Plan ("DCPP") should make arrangements with the University payroll office regarding DCPP contributions during paid leaves. 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.

B. Administrative Leave

- 1. All Professional Personnel. 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, if paid, are not to exceed ten (10) working days without notice to and approval by the Trustees. Such leaves, if unpaid, may be authorized not to exceed sixty (60) calendar days to engage in professional activities. Leaves granted under this subsection may not violate section 23-5-123, C.R.S.
- 2. Extended Leaves for Exempt Employees. The President may not authorize extended administrative paid leave to Exempt Employees. A period of leave in excess of 10 working days shall be presumed to be "extended." The President may recommend extended administrative leave to the Trustees for Exempt Employees. The Trustees may, for a reasonable period of time, authorize administrative paid leave for Exempt Employees for disciplinary or investigatory purposes.

C. Accountability

Any participant who receives a sabbatical or administrative leave knowing that it is not authorized by these policies or in accordance with applicable law, may be held personally liable for all salary, benefits or other compensation received.

D. Leave Without Pay, Excluding FMLA

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1. Reasons for Leave. 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. No professional personnel is authorized to take leave without pay without specific approval of the President.
2. Conditions of Leave
 - a. Leaves without compensation for purposes indicated above may be renewed. Normally, leave without pay may not exceed two successive years.
 - b. Employee is responsible for paying the full cost of all benefits for which the employee may be eligible and enrolled for any period of unpaid leave.
 - c. Leave without pay 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 pay must be agreed to in writing in advance of the leave by the individual and the University. An Academic Year during which a Tenure-track Faculty member takes a leave without compensation of one or more semester's duration shall not be included in such Faculty member's Tenure-track period.

E. Sick Leave

Reliable attendance is an essential duty of each employees' position with the University. All employees will accrue sick leave, that may be used to attend to their own health needs or the health needs of a family member as defined in this section.

If the sick leave is foreseeable based on planned medical treatment, the employee shall give not less than 30 calendar days' notice before the date his/her leave is scheduled to begin or such notice as is practicable if the date of treatment requires the leave to begin in less than 30 calendar days. In either event, subject to the approval of the employee's physician, except as defined in the Healthy Families and Workplaces Act (HFWA), the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the University. If sick leave is not foreseeable, employee must notify his/her direct supervisor or department head on or before the time the employee would have reported to work. Notification must be made as soon as practical when exigent circumstances prevent earlier notification. Unauthorized use of leave may result in the denial of paid leave and/or disciplinary action.

1. Benefit-eligible Professional Personnel shall be granted 1.25 days (10 hours) of

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paid sick leave per month at the salary in effect at the time the sick leave is used. Leave is available for use on the first day of the month following the month in which it was earned, and may be used for a fraction of a work day.

a. Accrual

- 1)
2) Upon hire, benefits eligible professional personnel will be advanced a personal sick leave bank of 15 days (120 hours) which is available for immediate use and, in employee's thirteenth month of employment will begin to accrue paid sick leave as set forth in paragraph 1.
Professional Personnel who have exhausted paid sick leave should consult with the Human Resources Office to determine if their absence qualifies for short-term or long-term disability coverage.
2. Effective January 1, 2021, all non-benefit eligible Professional Personnel will earn at least one hour of paid sick leave for every thirty hours worked by the employee in accordance with the State of Colorado Healthy Families and Workplaces Act (HFWA).
- a. An employee is not entitled to earn or use more than forty-eight hours of paid sick leave in a fiscal year.
 - b. An employee will begin to accrue paid sick leave under this section when employment with the University begins and may use accrued paid sick leave as it is accrued. Leave is accrued on the last day of each month.
 - c. Up to forty-eight hours of paid sick leave that a non-benefit eligible employee accrues in accordance with the HFWA, which is not used will carry forward into the subsequent fiscal year; except that an employee is not allowed to use more than forty-eight hours of paid sick leave in a fiscal year.
3. Sick leave provides to all Professional Personnel with paid time off from work for the following reasons:
- a. The employee is attending to his or her own mental or physical illness, injury or health needs, e.g. recovery from illness or non-work-related injuries, preventive and diagnostic examinations, receipt of medical treatment; or
 - b. The employee is attending to the mental or physical illness, injury or health needs of a family member, e.g. recovery from illness or non-work-related injuries, preventive and diagnostic examinations, receipt of medical treatment. A family member is a person related by blood, adoption, marriage, or civil union, including a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when

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the employee was a minor, domestic partners, in-laws, step relatives, and for a person for whom the employee is responsible for providing or arranging health or safety-related care. ; or

- c. The employee or the employee's family member has been the victim of domestic abuse sexual assault or harassment and the use of leave it to:
 - 1) Seek medical attention
 - 2) Obtain services from a victim services organization
 - 3) Obtain mental health or other counseling
 - 4) Seek legal services
4. The employee is eligible for Family and Medical Leave (FMLA). *See* Section V.G. of this Handbook for a description of FMLA.
5. Employees who separate from employment and are rehired within six months after the separation will:
 - a. When rehired into a benefit eligible professional position, will be advanced a personal sick leave bank of 15 days (120 hours) as outlined in paragraph E.1.a.(1) of this section.
 - b. If rehired into a non-benefit eligible position, CMU will reinstate any paid sick leave accrual that the employee had not used upon separation within the previous six months in accordance with the Healthy Families and Workplaces Act
6. Public Health Emergency sick leave may be granted as defined in the Healthy Families and Workplaces Act (HFWA) on the date a Public Health Emergency is officially declared by the State of Colorado.
7. Medical Documentation
 - a. An employee who uses sick leave for more than three (3) consecutive days should contact Human Resources to determine if the leave qualifies for Family and Medical Leave.
 - b. The University reserves the right to require certification of need for sick leave from the employee's health care provider under conditions permitted by the Family and Medical Leave Act (FMLA); for purposes of considering reasonable accommodation; or where the employee's attendance is unreliable because of repeated sick leave absences.
 - c. An employee requesting sick leave on an intermittent or reduced schedule shall furnish the additional certificates permitted by the FMLA or other documentation as required to determine the necessity for such leave as a reasonable accommodation.

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- d. The University may require employees on sick leave to provide recertification of the foregoing matters on a reasonable basis.
- e. The University reserves the right to require medical certification of fitness to return to work after any period of sick leave, or where the employee has advised the university of medical conditions that indicate the employee may not be medically fit to perform the essential functions of the job, or when the employee appears to be medically unfit to perform the essential functions of the job.

8. Parental Leave

- a. Pregnant Professional Personnel may use accrued, paid sick leave for pregnancy, childbirth and related medical conditions upon the same terms and conditions that employees use sick leave for other illnesses or physical disabilities. As soon as possible after becoming aware that she is pregnant, the employee shall submit a request for sick leave accompanied by a certificate from her physician confirming the pregnancy and the expected date of delivery.
 - i. The dates when an employee's sick leave begins and ends shall be determined by the employee and her physician. However, the employee shall give not less than 30 calendar days' notice before the date her leave is scheduled to begin or such notice as is practicable if the date of delivery or a pregnancy-related medical condition requires the leave to begin in less than 30 calendar days.
 - ii. A FMLA-eligible employee who does not have sufficient accrued sick, annual, and discretionary leave to provide paid leave for a six-week period may borrow against her personal sick leave bank to permit a paid leave of no more than six weeks, or 240 hours. Upon return to work, the employee will not accrue sick leave until the personal bank is restored. Should the employee not return to work, the University may recover from the Employee the University's cost of premiums paid during any period of what would have been unpaid FMLA leave, except as provided in Paragraph G. 13, below.
 - iii. Spouses, domestic partners, same gender domestic partner, civil-union partner of pregnant Professional Personnel may use sick leave for pregnancy, childbirth and related medical conditions upon the same terms and conditions that employees use sick leave for other illnesses or physical disabilities. A FMLA-eligible employee who does not have sufficient sick, annual, and discretionary leave to provide paid leave for a two-week period may be advanced leave to permit a paid leave of no more than two weeks, or 80 hours. Upon return to work, the employee will not accrue additional sick leave until the advanced leave has been restored by accrual. During unpaid leave, the employee is still responsible for the employee share of benefits. Should the employee not return to work, the University may recover

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from the employee the University's cost of premiums paid during any period of what would have been unpaid FMLA leave, except as provided in Paragraph G. 13, below.

- iv. In addition to the options of sick leave and unpaid leave, the more flexible nature of faculty work may create the possibility for faculty to extend their paid leave. Faculty who prefer not to use advanced leave or who wish to extend leave beyond what is provided as sick leave, have the option to negotiate with the head of the department to develop alternative ways for dealing with the absence, such as adjusting workloads through "banked" courses (i.e. courses taught as an overload in a prior semester or summer session for no remuneration that can be exchanged for course off-loads in the semester of parental need), and other strategies or combination of strategies. In the case of tenured or tenure-track faculty, such agreements must consider service, scholarship and advising obligations in the calculations of the appropriate balance between banked leave and sick leave. Such negotiations shall also consider the effect of the negotiated agreement upon the students and other faculty in the department and, though substantial effort will be made to accommodate the faculty member's request to bank or change course modalities, it may not always be possible to do so. Negotiated leave arrangements must be in writing, signed by the faculty member and the department head, and approved by the Vice President of Academic Affairs prior to beginning of leave.
- b. Maximum Accrual and No Pay for Sick Leave Upon Termination. Full-time Professional Personnel may accrue a maximum of 90 days (720 hours) of sick leave. Personnel employed at 0.75 FTE or more but less than 1.0 FTE may accrue a prorated maximum. Employees whose employment by Colorado Mesa University is voluntarily or involuntarily terminated shall not be entitled to any compensation whatsoever for unused sick leave.
- c. Leave Reporting. Sick leave shall be reported for any time away from employee's duties due to reasons set forth in paragraph 1 of this section E. Professional Personnel who use sick leave must report their usage immediately following their leave by completing the Professional Employees Leave Request Form, having their Department Head or Supervisor sign the form, and submit to Human Resources, the repository for leave accrual and usage. Supervisors and Department Heads are responsible for ensuring that leave policies are applied in a consistent manner and in consultation with human resources personnel, where necessary, to achieve substantial uniformity.

F. Annual Leave

- a. Eligibility and Accrual. Full-time benefit eligible exempt employees (employed at 1.0 FTE) shall accrue annual leave at the rate of: zero to less than five years of service, 1.83 days per month; five to less than ten years of service, 2.00 days per month; ten or more years of service, 2.17 days per month. Exempt Employees employed at 0.75 FTE but less than 1.0 FTE shall accrue annual leave on a pro rata basis. 12-month faculty will accrue annual leave in the same manner as noted above for full-time benefit eligible exempt employees. All other faculty neither accrue nor are eligible to use annual leave.
- b. Maximum Accrual. The maximum accrual for employees with less than five years of service shall be 44 days and for employees with five or more years of service 48 days. Accrued annual leave in excess of the accrual limit is forfeited without pay on June 30 each fiscal year. Upon termination, Professional Personnel receive compensation for all accrued but unused annual leave up to the accrual limit noted above. The compensation rate shall be at the employee's rate of pay on the date of termination of employment.
- c. Employees must use their leave responsibly. Annual leave must be pre-approved. Employees should request annual leave 30 days in advance if foreseeable, or on such date that is practicable if 30 days advance notice is not possible. Each supervisor has the discretion to approve or deny requested annual leave based on the business needs of the University. Unauthorized use of leave may result in the denial of paid leave and/or disciplinary action up to and including termination.
- d. Mandatory Use. The University may require Professional Personnel to use annual leave prior to the termination date, prior to the end of the fiscal year, or for other reasons.

G. Family and Medical Leave under the FMLA

- a. Statutory Rights Only. The following policies are intended to implement the Family and Medical Leave Act of 1993 (the "FMLA" or "Act"), and shall be construed accordingly. The Act, as amended from time to time, shall supersede any policy that is inconsistent with the Act's legal requirements. This policy does not create any contract and affords only those rights required by the Act. Some detailed provisions of the Act have been omitted from these policies, but shall be deemed to be included herein by reference. Personnel seeking additional information about the Act are invited to refer to its complete text which is on file in the Office of Human Resources or Affirmative Action Office.
- b. Eligibility. Professional Personnel ("employees") are eligible for FMLA if they have been employed by Colorado Mesa University for: (i) at least 12 months (total, not necessarily consecutive if within the past seven years); and

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(ii) at least 1,250 work hours during the previous 12-month period; and (iii) they are working at a location where the University employs 50 or more employees within a 75-mile area.

- c. FMLA Benefit. Eligible Employees will be allotted 12 weeks FMLA leave based on a rolling 12-month period measured backward from the date an employee begins using FMLA leave for one or more of the following:
- i. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
 - ii. Because of the placement of a son or daughter with the employee for adoption or foster care;
 - iii. In order to care for the spouse, domestic partner, same gender domestic partner, civil-union partner, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
 - iv. Because of a serious health condition that makes the employee unable to perform the functions of the position of the employee.
 - v. Because of any qualifying exigency arising out of the fact that the spouse, domestic partner, same gender domestic partner, civil-union partner or a son, daughter, or parent of the employee is on active duty, or has been notified of an impending call or order to active duty, in the Armed Forces in support of a contingency operation. This subsection applies only when the service member is in the Reserves or National Guard. It does not apply to family of a service member in the Regular Armed Forces. "Qualifying exigency" is defined by the FMLA Regulations at 29 CFR §825.126.

A "week" is equal to the average weekly hours worked by the Employee during the 12 weeks prior to the start of the leave.

In any case in which husband and wife are both employed by the University, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during the single 12-month period, if such leave is taken for reasons set forth in subparagraph 3.a or 3.b, or in order to care for a sick parent under subparagraph 3.c.

- d. Service Member Family Leave. Subject to meeting certification requirements by the health care provider, an eligible employee who is the spouse, domestic partner, same gender domestic partner, civil-union partner or son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a single 12-month period to care for the covered service member.
- i. "Covered service member" means a current member of the Armed Forces,

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including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list are not covered service members.

- ii. “Next of kin” of a covered service member means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When such designation has been made, the designated individual shall be deemed to be the only next of kin.
- iii. The leave described in this paragraph shall be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 workweeks of leave under FMLA benefits and Service Member Family Leave. The “single 12-month period” begins on the first day the eligible Employee takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible Employee does not take all of his or her 26 workweeks of leave entitlement to care for a covered service member during this “single 12-month period,” the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited.
- iv. Where the spouse, domestic partner, same gender domestic partner, civil-union partner are both employed by the University, the aggregate number of workweeks of leave to which both husband and wife may be entitled for service member family leave may be limited to 26 workweeks during the single 12-month period if the leave is service member family leave or a combination of such leave and FMLA leave. If the leave taken by husband and wife includes leave for other FMLA reasons, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks for that FMLA purpose.

Reference to FMLA leave in this policy includes Service Member Family Leave, unless stated otherwise.

- e. Serious Health Condition. A “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care

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in a hospital, hospice, or residential medical care facility; any period of incapacity requiring absence from work, school or other regular daily activities of more than three calendar days, that also involves continuing treatment by a health care provider; continuing treatment by a health care provider for a chronic or long term health condition that is incurable or so serious that if not treated would likely result in a period of incapacity of more than three calendar days; or prenatal care.

- f. Serious Injury or Illness. The term “serious injury or illness”, in the case of a covered service member, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating.
- g. Intermittent / Reduced Schedule. In general, FMLA leave shall not be taken by an Employee intermittently or on a reduced schedule basis unless the eligible Employee and University agree otherwise. Intermittent and reduced schedule leave is available only for a medical necessity that can be best accommodated through an intermittent or reduced leave schedule. If an Employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the University may require such Employee to transfer temporarily to an available alternative position for which the Employee is qualified that has equivalent pay and benefits, and which better accommodates the recurring periods of leave.
- h. Notice of Need for FMLA Leave. In any case in which the necessity for FMLA leave is foreseeable, the Employee shall provide the University with at least 30 calendar days’ notice before the date the leave is to begin, or as much notice as is practical. In any event, notice should be provided the same day or the next business day after the Employee becomes aware of the need for leave. The notice should be in writing and must make the University aware that the Employee needs leave for one of the reasons described above and the anticipated timing and duration of the leave. The notice must be delivered to the Human Resources Department.
- i. Notice of Leave Due to Active Duty of Family Member. In any case in which the necessity for leave is due to a qualifying exigency relating to a service member (subparagraph 3.e above) the Employee shall provide such notice to the University as is reasonable and practicable.

- j. Certification of Need for Leave. The University may require that a request for leave involving a serious health condition or to care for a service member be supported by a certification issued by a health care provider of the eligible Employee, son, daughter, spouse, parent or next of kin of the Employee, as appropriate. The certification shall state:
- i. The date on which the serious health condition commences;
 - ii. The probable duration of the condition;
 - iii. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
 - iv. For purposes of leave under subparagraph 3.c., a statement that the Employee is needed to care for the child, spouse or parent and an estimate of the amount of time the Employee is needed;
 - v. For purposes of leave under subparagraph 3.d, a statement that the Employee is unable to perform the functions of the Employee's job position;
 - vi. In the case of certification for intermittent leave or leave on a reduced schedule for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment, the medical necessity for the intermittent or reduced schedule leave for the Employee's own serious health condition or to care for another with a serious health condition.
 - vii. Any other information permitted by the FMLA to assist the University in evaluating the leave request.

The University may require that the Employee use the Medical Certification Form provided by the University. The University may also require, at its own expense, that the Employee obtain a second opinion from a health care provider designated or approved by the University as a condition of approving the FMLA leave.

- k. Continuation of Health Insurance Benefits. Employees on FMLA leave are entitled to a continuation of any group health insurance benefits to which they are normally entitled and reinstatement to the same or equivalent position. The University will pay its normal contribution to the health insurance premiums of Employees who are on FMLA leave, but the University's obligations (if any) to contribute to health insurance premiums and to restore the Employee to similar employment terminates when FMLA leave is exhausted or when the Employee gives the University unequivocal notice of intent not to return to work, whichever occurs first. The Employee may then have the

the right to continue benefits, at Employee's own costs, pursuant to Title 10 of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). Employee must make arrangements with the Human Resources Department for how Employee will pay his or her share of premiums while on leave or under COBRA.

1. Loss of Insurance Benefits. The Employee's failure to pay his or her share of the premiums may result in loss of coverage. Should the Employee fail to pay their share of premiums during their leave period, the University may elect to pay the Employee's share as an advance against future wages in order to maintain coverage while the Employee is on FMLA leave. In this event, the University has the right to deduct the amount advanced from the Employee's paycheck upon return to work. This right to pay the Employee's premium by the University is solely at the University's discretion and this policy does not give the Employee any right to demand that the University pay the Employee's portion of the insurance premium.

- m. University's Right to Recover Insurance Premiums. The University may recover from the Employee the University's portion of premiums paid during any period of unpaid FMLA leave if the Employee fails to return to work, as defined by the Act, after the Employee's FMLA leave entitlement has expired, unless the reason that the Employee does not return is due to: (1) the continuation, reoccurrence of or onset of a serious health condition that would entitle the Employee to family and medical leave (either affecting Employee or immediate family) or (2) other circumstances beyond the control of the Employee.

- n. Medical Recertification. Employees on leave because of a serious health condition are required to furnish medical recertification from their health care provider every 30 days affirming their continuing need for leave, unless the medical certification states that the employee will be unable to work for a longer designated period. In all cases, recertification will be required at least every six months. Employees on leave are also required to furnish the University with periodic reports (at least every 30 calendar days) of Employee's intent to return to work.

- o. Fitness for Duty. Before the Employee may return to work following FMLA leave as a result of the Employee's own serious health condition, the Employee must provide the University with a certification issued by a health care provider stating that the Employee has the ability to perform the essential functions of the job, based on a list of the essential functions specified by the University.

- p. Extension of Leave. If for any reason the University grants Employee additional leave after the Employee has exhausted all FMLA leave, such leave shall be unpaid discretionary leave not subject to the rights and

obligations of the Family and Medical Leave Act. It shall not require the University to pay any portion of

Employee's health insurance premiums and shall not guarantee Employee's return to the same or equivalent position upon return to work. The University has no obligation under this policy or the Act to grant leave in excess of the period specified by the FMLA.

- q. Use of Paid Leave During FMLA. Employee is required to exhaust Employee's accrued paid leave, if any, during FMLA leave. FMLA leave is, otherwise, unpaid leave. The total period of absence considering all paid leave and FMLA leave used for reasons covered by this family and medical leave policy cannot exceed 12 weeks in the University's fiscal year for FMLA, or 26 weeks in a single 12-month period for Service Member Family Leave. No paid leave benefits accrue while on unpaid FMLA leave.
- r. Forms. Forms are available through the Human Resources Department for requesting FMLA leave and for fulfilling Medical Certification requirements.
- s. Termination During Leave. Employees on FMLA leave generally have a right to return to the same position or an equivalent position with equivalent pay, benefits and other terms and conditions of employment. However, this does not entitle the restored Employee to accrual of any seniority or employment benefits during any period of leave, or any right, benefit or position of employment other than that which the Employee would have been entitled to had the Employee not taken the leave. This means that an Employee on FMLA leave may be laid off or terminated during the leave period, the same as any other Employee similarly situated, so long as the lay-off or termination is not because of the Employee's legitimate use of FMLA leave.
- t. Key Employee Exception. The University may deny restoration of a "key employee" following FMLA leave as described in paragraph 19, and also if (i) such denial is necessary to prevent substantial and grievous economic injury to the operations of the University; (ii) the University notifies the employee of the intent of the University to deny restoration on such basis at the time that the University determines that such injury would occur; and (iii) in any case in which the leave has commenced, the employee elects not to return to employment after receiving such notice. A "key employee" is a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the Employees employed by the University within 75 miles of the Employee's worksite.

H. Approval of Leaves

The President may delegate the power to approve sick, annual and unpaid FMLA to appropriate personnel. All other leaves must be approved by the President. Administrative leaves in excess of ten (10) work days (“extended leave”) shall be reported to the Trustees. Extended administrative leave for Administrative Personnel must be approved by the Trustees.

I. Bereavement Leave

The President of the University is authorized to grant bereavement leave in the event of imminent death or death in the immediate family of Professional Personnel. Leave of up to forty (40) work hours with pay may be granted. “Immediate family” includes spouse, domestic partner, same gender domestic partner, civil-union partner, children, parents, grandchildren, grandparents, brothers, sisters, nephews, nieces, aunts, uncles, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, and sons- in-law. Bereavement leave may also be granted for other persons not included in this listing whenever it is determined that the granting of such leave is appropriate based on the relationship of the employee to the deceased.

J. Court and Jury Leave

- a. An employee shall be granted jury leave with pay for the period he/she is required to serve on jury duty. Compensation received for such services shall be retained by the employee.
- b. When, in obedience to subpoena or direction of a proper authority, an employee appears in an official capacity as a witness for the Federal Government, State of Colorado or political subdivision, he/she shall be granted court leave with pay for the period of such service. Compensation received for such service during working days shall be turned over to the University except for verified parking expenses and mileage allowance.
- c. When an employee is subpoenaed or serves as a witness as an individual rather than in official capacity, he/she shall be charged annual leave, discretionary leave or leave without pay, as appropriate. Compensation received for such services shall be retained by the employee.

K. Discretionary Leave

- a. Two days non-cumulative discretionary leave per fiscal year with pay will be granted to all full-time Professional Personnel. This

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discretionary leave is to be used at the option of the employee for personal reasons. Its use does not invalidate the right to use sick leave, nor will it change current administrative practice with reference to absences due to emergencies. The employee is responsible for giving advance notice to and approval from his/her Department Head or supervisor, who will subsequently notify the appropriate Vice President.

- b. Effective July 1, 2021 and each year thereafter, benefits eligible exempt employees, 12-month faculty and permanent classified staff are eligible to be awarded a total of five discretionary days in each year they reach a five years anniversary. On July 1 of each fiscal year, employees reaching a milestones anniversary during the previous fiscal year (July 1 to June 30) may be awarded the additional discretionary days. For example, employee reaches ten years of service on May 15, 2022 and thus during the following fiscal year from July 1, 2022 to June 30, 2023 employee is eligible for five additional discretionary days. Employees reaching a milestone anniversary will only be awarded the additional discretionary days if they have received an “Above Expectation” and/or “Exceptional” performance rating in three of the last five prior years. Discretionary days do not accrue or carryover and all five days must be used consecutively during the fiscal year. Discretionary days do not accrue or carryover, and all five days must be used consecutively during the fiscal year. The discretionary days will be awarded at the Presidents discretion. The employee is responsible for giving advance notice to and receiving approval from his/her Department Head or supervisor, who will subsequently notify the appropriate Vice President. This aware of discretionary days will only apply prospectively and not retroactively based on anniversary milestones.
- c. The appropriate supervisor must be satisfied with arrangements made for classes by Faculty taking discretionary leave before the leave is authorized. Discretionary leave will not be authorized during the first or final week of a term.

L. Military Leave

The following provisions are intended to comply with applicable federal and state laws governing military leave rights. To the extent this policy differs from the statutory requirements, the statutory requirements shall control.

- a. Upon presenting proper military orders, an employee who enters active military service, including active service for training or declared emergency purposes, shall be granted fifteen (15) work days military leave with pay, less the paid military leave he/she has previously used during the calendar year, followed by military leave without pay.

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- b. Military leave without pay shall be granted for the entire period of initial service plus any period of additional service imposed by law. An employee who fails to return at the time set out below shall be deemed to have resigned.
 - c. National Guard called for state emergency must return to work upon release from active duty.
 - d. Employees called to active federal military service shall return to work no later than one year after release from active duty.
 - e. At the request of the employee, all accrued annual leave shall be paid before he/she is placed on military leave without pay regardless of his/her length of service.
 - f. An employee may be required to provide a copy of his or her military orders as a condition of leave.
- M. Military Training Leave.** The following provisions are intended to comply with applicable federal and state laws governing military leave rights. To the extent this policy differs from these statutory requirements, the statutory requirements shall control.
- a. Upon presenting proper military orders, an employee who is a member of the National Guard or military reserve shall be granted military training leave for the annual encampment or equivalent reserve training period.
 - b. Of this amount of time, a maximum of fifteen days in any calendar year shall be granted military training leave with pay and shall not be charged as any part of annual leave.

- c. Military training leave shall commence the first working day the employee is on military training leave.
- d. The employee may be required to provide a copy of his or her military training orders as a condition of leave.

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A. Performance Evaluation

1. Teaching is the Most Important Responsibility. The most important responsibility of a Faculty member is teaching. While advising, scholarly activity, and service are components of every performance evaluation of Full-time Faculty members, the teaching function is most important.
2. Purpose of Evaluation. The primary purpose of an evaluation is to assist Faculty in individual growth and to improve their contributions to the University. Performance evaluations contribute to a number of decisions, including, without limitation, salary adjustments, retention, Tenure, promotion, special recognition, sabbatical leaves, professional development awards, and dismissal. Annual Performance Reviews and Comprehensive Evaluations are the two types of formal Faculty performance evaluations used at the University to facilitate these decisions (referred to jointly as “evaluation”). Informal evaluations may not be used in place of formal evaluations, but may be given in addition to formal evaluations at the discretion of the Department Heads and VPAA.
3. Process in General. The evaluation process for all Faculty at the University is an on-going process. All evaluations involve applying the criteria and assessment tools, described herein, to the Faculty member’s performance. In addition, evaluations involve an assessment of a Faculty member’s success in achieving goals established during the planning process. The Faculty member’s Department Head or, in the case of Department Heads and other Academic Administrators who have teaching responsibilities and are evaluated as Faculty, the VPAA, will perform the primary evaluation functions. In this policy, reference to “Department Head” means the VPAA when the Faculty member under consideration is a Department Head.
4. Basic Employment and Professional Responsibilities. CMU values professional conduct that supports learning, scholarship, and a sense of community while respecting diversity and academic freedom. In accordance with the university’s professional code of conduct, faculty act ethically, interact with others appropriately and respectfully, and engage each other in ways that enrich CMU’s learning community and advance the ideals of the University.

Every faculty member is responsible for observance of general standards of professional conduct summarized in Section XII of the Professional Personnel Employment Handbook. While any list of indicators of professional conduct would inevitably be incomplete, faculty members should strive to model behaviors which include altruism, conscientiousness, integrity, courtesy, and civic virtue while exercising sound judgment in professional practice, demonstrating

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ethical behavior, displaying respectful interaction with all colleagues, and participating in constructive engagement that characterizes collegiality.

Basic employment and professional responsibilities expected of all Faculty members include but are not limited to:

- a. Timely and satisfactory performance of responsibilities throughout the entire timeframe specified in the Faculty member's employment assignment and this Handbook.
- b. Teaching of assigned classes and providing timely notice to the Department Head if the Faculty member cannot conduct a class or classes. Notification should be given by the Faculty member to the Department Head by no later than two hours prior to the beginning of the class(es) that cannot be met due to an emergency as described in the Interpretive Guidance section of this Handbook. In circumstances where a faculty member cancels a class meeting for a non-emergency purpose during the semester, including the final exam period, the faculty member is required to complete the Faculty Absence from Class Form and submit it to the appropriate Academic Department Head for approval a minimum of at least three (3) working days prior to the missed class. The Department Head will forward the document to the Office of Human Resources.
- c. Presenting to all students attending class, in writing and within the time span established by departmental policy, a course description, plan of study/schedule of topics to guide the student through the course (week by week at a minimum), student learning outcomes and assessment methods, policies, and grading criteria.
- d. Establishing such procedures as are necessary to assure that adequate and accurate records of student performance are maintained.
- e. Establishing, posting and keeping weekly office hours as follows:
 - 1) Full-time faculty: a minimum of five office hours weekly spread over a minimum of four days commencing one week prior to and continuing through each Fall and Spring Semester excluding scheduled breaks.
 - 2) All other faculty: a minimum of two office hours weekly for one course, plus a minimum of one office hour for each additional course, up to a maximum of five office hours, commencing one

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week prior to and continuing through each Fall and Spring Semester excluding scheduled breaks.

Faculty may use a different configuration of office hours with the approval of the department head. Faculty who are granted Release Time will keep office hours as determined by the Department Head.

5. General Evaluation Criteria. As noted in the Interpretive Guidance: “The Teacher-Scholar combines a passion for excellent teaching with an enthusiasm for scholarly and creative endeavors and a desire to serve the program, department, academic discipline, institution, and community.” As such, the teacher-scholar evidences effectiveness through teaching, scholarly activity, service and advising. The General Evaluation Criteria and their relative weights used in the evaluation process are as follows:

- a. Teaching - range of 50-65%;
- b. Advising - minimum of 5%;
- c. Scholarly Activity - minimum of 10%; and
- d. Service - minimum of 10%.

The total of the four weights shall equal 100%. Each Faculty member, with the approval of the Department Head, will establish an individual percentage distribution as part of the annual development plan. Percentage allocations indicate the weight within an evaluation that should be placed on each of the four areas of faculty responsibility and are not a reflection of time spent on activities. If, for example, the weighting given to teaching is 55%, that should be interpreted as 55% of the total evaluation should be based on teaching-related efforts. It is expected that as a faculty member progresses through the academic ranks, she/he will take more of a leadership role in service, scholarly/creative activity, and advising while continuing to grow in teaching. Developed in coordination with their Academic Department Head, this redistribution should be reflected in the allocation in the faculty member’s annual planning document.

6. Departmental Guidelines for General Evaluation Criteria. Differences in disciplines and Faculty activities among departments will be reflected in the departmental guidelines for the General Evaluation Criteria. Specific evaluation criteria derived from the basic employment and professional responsibilities will be established by the Department Head, with Faculty consultation, and with approval by the VPAA. The VPAA will be responsible for establishing consistent academic standards across the University. At a minimum, the department guidelines shall address the

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following areas:

a. Teaching:

- 1) student evaluation results and other forms of formal and informal student assessments of teaching and the classroom environment;
- 2) courses that demonstrate currency in the field and communicate to students course objectives, plan of study, and means of student performance evaluation.
- 3) classroom observations by the Department Head or designee;
- 4) student learning objectives and assessment methods, such as tests, grading practices;
- 5) fulfillment of professional responsibility, such as meeting classes in a timely manner, fully delivering the curriculum and presenting course material in a manner consistent with the standards of the academic discipline, returning materials in a timely fashion, supervising students, treating students in a fair and impartial manner;
- 6) curricula review, revisions and, as necessary, new course development;
- 7) incorporation of new ideas, techniques, technology, etc., into new or existing courses; and
- 8) other evidence of maintaining a thorough knowledge of subject matter and staying abreast of recent developments in his/her field.

b. Advising:

- 1) providing accurate information to students related to degree choices, program requirements for graduation, and employment or graduate school placement;
- 2) understanding University policies;
- 3) participation in orientation and advising programs; and
- 4) being available during posted office hours and by appointment.

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c. Scholarly Activity:

- 1) creative work and scholarly activity which supports classroom instruction, pedagogical research, participation in professional activities or sharing expertise outside the traditional classroom environment, so long as such activities enhance teaching or otherwise contribute to the Faculty member's growth in his or her discipline;
- 2) presentations of papers, cases, media productions, at professional and other scholarly meetings which are related to the Faculty member's discipline or area of instruction;
- 3) continued education and professional development activities appropriate to professional assignments; and
- 4) other activities specific to the Faculty member's discipline and/or assigned responsibilities.
- 5) Clinical Track Faculty *only* will be evaluated in this category on the basis of measures of professional productivity other than, or in addition to, the scholarly activities listed above. These activities included, but are not limited to, engagement in clinical practice and maintenance of certifications of licensures; staying current with professional practice guidelines and incorporating current clinical practice knowledge into course content; and serving as a lead advisor on student capstone projects and other types of dissemination of student work.

d. Service:

- 1) service that involves contributions to the improvement and welfare of the University at any level, including service to the Faculty member's academic department through University and program committee assignments;
- 2) unpaid public service to the community and/or professional organizations which benefits the University; and
- 3) other activities specific to the Faculty member's discipline, such as

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participation in meetings sponsored by state, regional, and/or national professional organizations.

7. Performance Ratings. The following Performance Ratings will be used for evaluations:
- a. Exceptional (Rating: 5). Performance is superior, far above what is required. Employee consistently exceeds highest standards.
 - b. Above Expectation (Rating: 4). Performance is consistently above normal expectations and standards.
 - c. Successful (Rating: 3). Performance is consistent with what is expected and considered acceptable. Understands and demonstrates basic principles, techniques and procedures necessary for efficient job performance.
 - d. Below Expectation (Rating: 2). Performance is generally below the minimum requirements for the job.
 - e. Unsatisfactory (Rating: 1). Performance does not meet minimum job requirements. Lack of improvement may result in disciplinary action.

Unprofessional conduct is not acceptable, and may be considered in faculty's performance review by a reduction in the rating of any relevant criterion and/or the faculty member's overall evaluation rating. Department Heads should document the unprofessional conduct and provide the faculty member with a written notification, along with recommendations for improvement, within seven calendar days of the occurrence. The faculty member has the option of submitting a written response to the Department Head within seven calendar days of receiving the notification.

8. Evaluation Process.
- a. The Faculty evaluation process shall be conducted in accordance with the following schedule:
 - 1) Tenured Faculty will have a Comprehensive Evaluation at least every five years with Annual Performance Reviews in each of the interim years.
 - 2) Tenured and Clinical Faculty applying for a promotion in Academic Rank will have a Comprehensive Evaluation.
 - 3) Tenure-track Faculty will have a Comprehensive Evaluation each year.

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- 4) Full-time Clinical Technical Faculty will have a Comprehensive Evaluation each year.
 - 5) Clinical Faculty, will have a Comprehensive Evaluation at the time of their assignment renewal, with Annual Performance Reviews in each of the interim years.
 - 6) Full-time Technical Faculty will have an Annual Performance Review each year.
 - 7) All other Full-time Faculty will generally be reviewed annually, normally on teaching alone.
 - 8) Academic Department Heads will be provided feedback from faculty members following the process outlined in the Interpretive Guidance.
 - 9) Department Heads are encouraged to review Part-time Faculty on an annual basis on teaching effectiveness.
- b. Inclusion of Comments. The Department Head's and Faculty's comments/summaries will be included in evaluations of Faculty. The completed evaluation form with any such comments or summaries shall be placed in the Faculty member's personnel file. Supporting documentation submitted by the Faculty member during the evaluation process will generally not be included in the personnel file and may be returned to the Faculty member.
- c. Confidential. All results of evaluations shall be confidential and not released to the public except as required by law and subject to the provisions of the Colorado Public (Open) Records Act.
9. Comprehensive Evaluations. A Comprehensive Evaluation is an in-depth, cumulative assessment of a Tenured, Tenure-track, or Full-time Clinical or Technical Faculty member's performance over a period of up to five years. Comprehensive Evaluations of Tenured Faculty are ordinarily conducted every five years. Comprehensive Evaluations of Tenure-track and Full-time Clinical and Technical Faculty are conducted each year. Other Faculty do not receive Comprehensive Evaluations.

Updated vitae are to be submitted as part of the Comprehensive Evaluation process. Vitae components should include:

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- Education (institutions attended and degree(s) awarded);
- Professional Development;
- Scholarship (may include, but not limited to):
 - Publications (disaggregated to include: books /manuals/ chapters; refereed publications and proceedings; limited review publications; invited publications);
 - Presentations (disaggregated to include: presentations, seminars, workshops at the international, national, regional, local, and college/university levels, with refereed presentations noted);
 - Research/Grants & Contracts (funding status and amounts noted); and/or
 - Creative Work and/or Performance;
- Awards and Honors;
- Certifications and Affiliations;
- Service (disaggregated re: community engagement, professional [international, national, regional, local], campus committees, task forces, etc. and advising).

a. The Comprehensive Development Plan.

- 1) The Comprehensive Development Plan shall be prepared by the Faculty member and submitted, in writing, to the Department Head at least fourteen (14) calendar days before the beginning of the evaluation period. The Comprehensive Development Plan shall establish the goals and objectives for the Faculty member relating to each of the General Evaluation Criteria and other activities appropriate to the Faculty member's academic discipline and professional assignment. The goals and objectives established shall reflect departmental goals and priorities, which shall reflect University and Trustee goals and priorities. Percentage weights, with minimums as specified above, will be assigned to each of the General Evaluation Criteria, with the sum of the assigned weights totaling 100%. The Comprehensive Development Plan is subject to review and approval by the Department Head at least seven (7) calendar days before the beginning of the evaluation period.
- 2) In the event the Faculty member is at the level of "Below Expectation" or "Unsatisfactory" for teaching, the Comprehensive Development Plan will be submitted to the VPAA or, in the case of Technical Faculty, to the VPCC before the beginning of the evaluation period for review and approval by the VPAA or VPCC.

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- 3) If the Faculty member disputes any revisions to the Comprehensive Development Plan by the Department Head, the Faculty member may submit the dispute, in writing, to the VPAA or VPCC within seven (7) calendar days after receiving the revisions. The VPAA's or VPCC's decision is final without further appeal.
 - 4) A Faculty member's Comprehensive Development Plan may be amended by the Department Head in response to changing conditions, opportunities, or to better reflect the University's or Trustee's missions, goals or objectives. Disputes regarding the amendments to the Comprehensive Development Plan shall be resolved following the same procedure used for disputes regarding the original plan.
 - 5) The Comprehensive Development Plan for the Department Head is submitted, in writing, to the VPAA or VPCC with disputes submitted to the President in the same manner as explained above for Faculty members.
- b. The Comprehensive Evaluation.
- 1) After considering all relevant information, the Department Head responsible for reviewing the Faculty member will assess that Faculty member's performance against the Comprehensive Development Plan in the General Evaluation Criteria areas. In addition, the Comprehensive Evaluation will also consider, if applicable, the Faculty member's Annual Performance Reviews completed since the last Comprehensive Evaluation and any other information the Department Head deems relevant.
 - 2) The Department Head shall forward to the VPAA or, in the case of Technical Faculty, to the VPCC his or her recommendations, any materials submitted by the Faculty member and a Performance Rating. The VPAA or VPCC will review the materials submitted and add comments if appropriate. Any comments added by the VPAA or VPCC will be provided to the Faculty member who will have an opportunity to respond in writing. After receiving the Faculty member's comments, if any, the VPAA or VPCC shall issue a final evaluation including Performance Rating. The VPAA or VPCC will provide a copy of the final evaluation to the Faculty member.
 - 3) The Faculty member may appeal the VPAA's or VPCC's final

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evaluation to the President by giving written notice to the President within seven (7) calendar days of receiving the VPAA's or VPCC's final evaluation, stating the basis for appeal and the requested relief. The President's determination of the appeal is final.

- 4) If applicable, the VPAA or VPCC and the Department Head will jointly review progress toward Tenure by Academic Faculty and/or promotion in Academic, Clinical or Technical Rank with the Faculty member during the Comprehensive Evaluation. However, since Tenure to Academic Faculty is granted at the sole discretion of the Trustees, an indication of successful performance by the Department Head or VPAA shall not guarantee nor be construed as a guarantee that Tenure or Promotion will be awarded. The Department Head has no authority to make promises regarding Tenure or Academic, Clinical or Technical Rank.
10. Annual Performance Review. Annual Performance Reviews shall be conducted each year for all Technical Faculty and for all Tenured Faculty members who are not scheduled for Comprehensive Evaluations. These reviews generally evaluate performance only during the period since the last review for the purposes of identifying outstanding performance, identifying and correcting performance weaknesses or deficiencies, establishing Performance Rating, making salary adjustments based on Performance Rating, and other decisions. In addition, Annual Performance Reviews evaluate the interim progress of Tenured Faculty members toward achieving the goals of their Comprehensive Development Plans.
- a. The Annual Development Plan.
 - 1) An Annual Development Plan shall be prepared by the Faculty member, and submitted, in writing, to the Department Head at least fourteen (14) calendar days before the beginning of the evaluation period. The Annual Development Plan shall be consistent with the Faculty member's Comprehensive Development Plan and shall establish the Faculty member's goals and objectives for the next year relating to each of the General Evaluation Criteria, and other activities appropriate to the Faculty member's academic discipline and/or professional assignment. The goals and objectives established shall reflect departmental goals and priorities, which shall reflect the University and the Trustee goals and priorities. The Annual Development Plan is subject to review and approval by the Department Head at least seven (7) calendar days before the beginning of the evaluation period

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- 2) If the Faculty member disputes any revisions to the Annual Development Plan by the Department Head, the Faculty member may submit the dispute, in writing, to the VPAA within seven (7) calendar days after receiving the revisions. The VPAA's decision is final without further appeal.
 - 3) A Faculty member's Annual Development Plan may be amended by the Department Head in response to changing conditions, opportunities, or to better reflect the University's or Trustee's missions, goals or objectives. Disputes regarding the amendments to the Annual Development Plan shall be resolved following the same procedure used for disputes regarding the original plan.
 - 4) The Annual Development Plan for the Department Head is submitted, in writing, to the VPAA with disputes submitted to the President in the same manner as explained above for Faculty members.
- b. Annual Performance Review.
- 1) The Department Head responsible for reviewing the Faculty member will assess that Faculty member's performance against the Annual Development Plan in the General Evaluation Criteria areas.
 - 2) The Department Head shall forward to the VPAA his or her recommendations, any materials submitted by the Faculty member, and a Performance Rating. The VPAA will review the materials submitted and add comments if appropriate. Any comments added by the VPAA will be provided to the Faculty member who will have an opportunity to respond in writing. After receiving the Faculty member's comments, if any, the VPAA shall issue a final evaluation including Performance Rating. The VPAA will provide a copy of the final evaluation to the Faculty member.
 - 3) The Faculty member may appeal the VPAA's final evaluation to the President by giving written notice to the President within seven (7) calendar days of receiving the VPAA's final evaluation stating the basis for appeal and the requested relief. The President's determination of the appeal is final.

11. Performance Reviews of Special Appointment Faculty.

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- a. Full-time, Special Appointment Faculty (e.g., instructors) will be reviewed annually according to departmental procedures, but generally only in terms of teaching effectiveness. Full-time, Special Appointment Faculty members who dispute their evaluation may submit written comments to their department head within seven (7) calendar days after receiving the evaluation, stating any requested relief. These comments will be included in the faculty member's personnel file. If the department head does not grant the requested relief within the next seven (7) calendar days after receiving the comments, the department head's decision will be final unless the faculty member submits a written appeal within the next seven (7) calendar days to the appropriate Vice President, stating the basis for appeal, the requested remedy and including a copy of the evaluation and employee's written comments provided to the department head. Within fourteen (14) calendar days, the Vice President shall give notice of his or her decision regarding the disputed evaluation and requested remedy. The decision of the Vice President shall be final, unappealable, and non-grievable.
- b. Part-time, Special Appointment Faculty may be reviewed at the discretion of the Department Head, and generally only on teaching. The Department Head's evaluation is final and not subject to appeal.

12. Faculty Evaluation Outcomes

- a. Post-Tenure Review.
 - 1) If a Tenured Faculty member receives a "Below Expectation" or "Unsatisfactory" rating for teaching in a Comprehensive Evaluation, the VPAA will review the Faculty member's performance evaluations. The VPAA is to determine one of the following outcomes:
 - a) The deficiencies identified are not substantial or recurrent;
or
 - b) There are substantial or recurrent deficiencies which must be remedied.
 - 2) The VPAA shall notify the Tenured Faculty member and the Department Head of the determination. No further action is necessary upon the determination of outcome 1(a) above. In the event of outcome 1(b), the Department Head, in consultation with the Faculty member, will develop, within twenty-five (25) Business

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Days from the date of receiving notice of the VPAA's determination, a written Post-Tenure Performance Improvement Plan to address the deficiencies. The Post-Tenure Performance Improvement Plan, as approved by the Department Head, shall be submitted within this time period to the VPAA for approval.

- 3) If the Tenured Faculty member disputes any revisions to the Post-Tenure Performance Improvement Plan by the Department Head, the Faculty member may submit the dispute, in writing, to the VPAA within seven (7) calendar days after receiving the revisions. The VPAA's decision is final without further appeal.
- 4) A new Comprehensive Evaluation, initiated by the Department Head, shall occur no later than twelve months after the development of the Post-Tenure Performance Improvement Plan and shall be based on the Post-Tenure Performance Improvement Plan. The Department Head will submit the Comprehensive Evaluation to the VPAA for review and approval.
- 5) If the VPAA determines that the deficiencies are remedied, the Faculty member shall return to the cycle of Annual Performance Reviews with a Comprehensive Evaluation every five years.
- 6) If the VPAA determines that the deficiencies have not been remedied within the period covered by the Post-Tenure Performance Improvement Plan, the VPAA may consult with the Department Head and shall prepare a recommendation for
 - a. the continuation of the Post-Tenure Performance Improvement Plan for up to an additional academic year, or
 - b. sanctions up to and including, termination for cause.

In no event may the post-tenure performance improvement plan be extended beyond one additional academic year. If the deficiencies have not been remedied after the completion of the once-extended Post-Tenure Performance Improvement Plan, the VPAA may consult with the Department Head and shall prepare a recommendation for sanctions up to, and including, termination for cause. This recommendation and all other documentation shall be forwarded to the President who will issue a final decision.

- 7) If a Tenured Faculty member is subject to discipline, sanctions or

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termination as a result of the reevaluation, he or she shall receive notice and the opportunity to contest the action in accordance with the provisions of this Handbook regarding discipline and termination.

- b. Tenure-track Faculty.
 - 1) If a Tenure-track Faculty member's performance is at least Successful, the Faculty member will ordinarily continue with the regular cycle of Comprehensive Evaluations.
 - 2) If a Tenure-track Faculty member's performance in any General Evaluation Criteria area is Below Expectations or Unsatisfactory, further action may be taken including, without limitation, discipline or termination. In the event of discipline or termination, notice and the opportunity to contest the action shall be in accordance with the provisions of this Handbook regarding discipline and termination.
 - 3) Although evaluations contribute to the decisions to retain or to non-renew a Tenure-track Faculty member, Exceptional and Above Expectation Performance Ratings do not guarantee retention, promotion in Academic Rank or Tenure.

B. Academic Faculty Tenure Policy

- 1. Nature of the Privilege.
 - a. The awarding of Tenure is undoubtedly one of the most significant aspects of the performance evaluation system at the University. Tenure-track Faculty are evaluated carefully and continually throughout years in this status. A favorable Tenure recommendation presupposes a record of demonstrated achievements in all four of the General Evaluation Criteria for which the evidence of Exceptional and/or Above Expectation performances are a clear, consistent and compelling norm. Performance Below Expectations in these areas will rarely justify a favorable Tenure recommendation. Teaching is the single most important criterion for judging a candidate's Tenure request.
 - b. No Right of Tenure. An award of Tenure is not a right but a privilege that must be earned by Faculty members on the basis of their past performance or performance during any Tenure-track period as evaluated by Tenured Faculty, Academic Administrators, the President, and the Trustees. Tenure

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cannot be acquired automatically by length of service. Tenure also cannot be acquired automatically due to procedural error. 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.

- c. Once Tenured, Faculty members may be involuntarily terminated from the Faculty only for cause or due to a Reduction in Force in accordance with this Handbook. Faculty members and other Tenured Professional Personnel who resign, retire or voluntarily apply for and accept Part-time status relinquish their Tenure unless loss of status is otherwise prohibited by state or federal law.

2. Tenure Criteria.

- a. Eligibility. Only Full-time Tenure-track Faculty who hold the Academic Rank of assistant professor, associate professor, or professor are eligible for an award of Tenure. Non-tenure-track Faculty are not eligible for Tenure. Except as otherwise provided in this Handbook, Administrators and other non-teaching personnel are not eligible for Tenure. Athletic coaches are not eligible for Tenure as coaches. However, Full-time Tenure-track Faculty who are assigned coaching duties may acquire Tenure as Faculty members. A grant of Tenure to these Faculty members shall not create any rights, entitlements or expectations of retention with respect to the Faculty member's coaching assignments.
- b. Tenure-track Period. The Tenure-track period at the University shall be six (6) consecutive Academic Years as Full-time, Tenure-track Faculty under annual assignments. This is interpreted to mean applicants for tenure will normally apply at the beginning of their sixth (6th) tenure-track year. Academic Years during which Tenure-track 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 Tenure-track period. However, exclusion of such Academic Years from the Tenure-track Period shall not make the preceding and succeeding annual assignments nonconsecutive.
- c. Except in cases of termination due to a Reduction in Force, Tenure-track Faculty members who resign or are non-renewed and are later rehired as Tenure-track Faculty shall not receive credit for prior periods of employment in this status. Tenured faculty members and other tenured

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professional personnel whose employment terminates, whether voluntarily or involuntarily, including as a result of discharge, layoff, resignation or retirement, lose tenure and have no right to reinstatement of tenure if reemployed. Further, any tenured faculty who terminates their full-time status and becomes part-time faculty loses tenure and has no right to reinstatement of tenure upon again becoming full-time. This loss of tenure does not apply where the part-time status is temporary due to FMLA reduced-schedule leave, a temporary accommodation under the ADA or temporary during other approved leaves.

- d. Tenure-track Faculty members who are not awarded Tenure by the end of their sixth (6th) Tenure-track assignment, except at the discretion of the President and Vice President for Academic Affairs, shall not be eligible for additional Tenure-track assignment. However, they may be offered and accept a Non-tenure-track Faculty position or other job position within the University.
- e. Immediate or Early Tenure. Candidates for both immediate and early Tenure should evidence Exceptional and/or Above Expectations performance across the General Evaluation Criteria areas.
 - 1) Immediate Tenure. The Trustees, in their sole discretion, may award Tenure to new, Full-time Faculty appointees if immediate Tenure is recommended by the President at the time their appointments are recommended to the Trustees, and:
 - a) The appointees were previously Tenured at regionally accredited, baccalaureate-granting institutions of higher education and, after consultation during the search process, receive a recommendation for Tenure from the Tenured Faculty of the affected Faculty body designated by the University to make Tenure recommendations; or
 - b) The appointees have achieved recognized, outstanding distinction in public service or the private sector and, after consultation during the search process, receive a recommendation for Tenure from the Tenured Faculty of the affected Faculty body designated by the University to make Tenure recommendations.
 - 2) Early Tenure. Tenure-track Faculty members who have been rated Exceptional and/or Above Expectations performance across the General Evaluation Criteria may apply for early Tenure beginning

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their second Academic Year as Tenure-track Faculty. Candidates for early tenure should exhibit outstanding performance traits that go beyond those expected of those who have completed the customary six years of credited service.

- 3) Denials of immediate or early Tenure applications shall be final, unappealable and non-grievable. Unsuccessful early candidates may not reapply for early Tenure, but may reapply for Tenure during the seventh Tenure-track assignment.
 - 4) Nothing in this Handbook shall be construed to prohibit or otherwise limit the discretionary nonrenewal of Tenure-track Faculty members who apply for early Tenure, the same as any other Tenure-track Faculty.
- f. Expectations. The most important responsibility of Faculty is teaching. However, advising, scholarship, and service also will be considered. A Tenure applicant's performance and conduct during the entire Tenure-track period preceding the final decision on tenure will be considered.
3. Tenure and Promotion Mentoring Process. The University shall have a Tenure and Promotion Committee composed of Tenured Faculty from the University to review the documentation of applicants for Tenure.
- a. It shall be mandatory for all Full-time Tenured Faculty (excluding Department Heads, the VPAA and President) within the University to be available to serve on the Tenure and Promotion Committee. Persons applying for promotion or tenure normally will be excluded from serving on the University Tenure and Promotion Committee during the year that they are being considered.
 - b. The Tenure and Promotion Committee shall be composed of two elected members from each department as well as two elected members from WCCC. The Department Head will send a ballot containing a list of all eligible Tenured Associate Professors and Professors to all Tenured and Tenure-track Faculty, from which one Professor and one Associate Professor will be selected. If the department does not have a Professor and an Associate Professor available for election, two members of either group may be selected. Similarly, designated administrator at WCCC will poll members from the ranks of Associated Technical Professors and Technical Professors. WCCC representatives will vote on promotion candidates, but not tenure. The Department Heads and WCCC administrators will inform their Faculty and the VPAA of the names of the elected representatives to

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the University's Promotion and Tenure Committee by September 1.

- c. The longest-term Faculty member elected to the committee will convene the first committee meeting. Each member may vote on any application at his/her own tenure status/rank, or below.
 - d. Because effective mentoring increases the likelihood that faculty members will be successful, each department shall have a mentoring process for tenure-track faculty. This can include, but is not limited to: (a) the department head, in collaboration and partnership with a tenured department member mentoring tenure-track faculty; (b) the department head designating an agreed-upon mentor for tenure-track faculty; or (c) a departmental pre-tenure/promotion committee.
4. Procedures for Recommending Tenure. If any of the following deadlines falls on a Saturday, Sunday or holiday, the deadline will be the next Business Day.
- a. By May 1, the Department Head shall notify to tenure-track Faculty members completing their fifth (5th) tenure-track year of their eligibility to apply for Tenure. The notice shall advise that a Tenure-track Faculty member who fails to submit a Tenure application and all required documentation by the established deadline set forth in the notice will not be considered for Tenure and that he or she will thereafter cease to hold the status of Tenure-track Faculty but may be considered for other Temporary Faculty positions available as an instructor or other positions in the University.
 - b. By October 1, the Faculty member (applicant) seeking Tenure shall be responsible for submitting the Tenure and Promotion Notice of Intent (application cover sheet) and for compiling and submitting the necessary documentation to support his or her application to the applicant's Department Head. A copy of the Notice of Intent will also be forwarded to the Office of Vice President for Academic Affairs who will compile a roster of applicants for the University Tenure and Promotion Committee. Documentation shall include the following:
 - 1) the Notice of Intent (application cover sheet);
 - 2) copies of all previous Comprehensive Evaluations; and
 - 3) any other relevant documentation concerning the General Evaluation Criteria areas, including a letter of support from the

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appropriate academic Department Head, copies of scholarly works,
and/or additional documentation of specific activities in scholarship,
service, and advising.

- c. By October 10, the Department Head (non-voting) will conduct a poll of all Full-time Tenured Faculty in the applicant's department regarding approval/denial recommendations for the applicant's request. The applicant's documentation shall be made available for review to the departmental Faculty prior to voting.
- d. By October 15, the Department Head will submit the results of this poll to the Tenure and Promotion Committee along with the applicant's documentation and the Department Head's recommendation.
- e. By November 15, the Tenure and Promotion Committee shall review the documentation of the applicant and the Department Head's recommendation, and any other relevant information submitted, and prepare a formal written recommendation. Approval of a Tenure application by a majority vote of the committee membership eligible to vote is required for a positive recommendation. The chair of the promotion and tenure committee will withhold his/her vote and will cast it only in the case of a tie vote from the full committee. The chair of the committee shall forward the application documents together with its recommendation and comments to the VPAA by this same date. If the "other relevant information" considered by the committee is negative, the applicant shall be provided a copy of this information by November 15 and may submit a response to the VPAA by November 20th.
- f. By January 5, following review of the Tenure and Promotion Committees' recommendations, comments and the application documents, the VPAA shall forward all documents and his or her recommendation to the President.
- g. If the request for Tenure is not recommended at any level, the complete documents and recommendations must, nevertheless, be forwarded progressively to the next higher level for review, up to the Presidential level, unless the Faculty member withdraws the application. At the time the recommendation and documents are forwarded to the next level, the person responsible for forwarding to the next level will also give notice to the applicant and specify whether the application received a positive or negative recommendation. No other details need be provided to the applicant.
- h. If the President declines to recommend the applicant for Tenure to the

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Trustees, the President shall give notice to the applicant by January 24th.

- i. The applicant who is denied Tenure recommendation by the President may request reconsideration in writing. Notice of this request must be received by the President no later than January 31st. The President shall notify the applicant of the reconsideration determination by February 8th. The President's denial decision is final.
- j. The President shall give the Trustees any favorable recommendations on Tenure by seven (7) days prior to the Trustees' Regular Meeting in February.
- k. Upon the Trustees' action on a favorable recommendation the President shall give notice to the applicant that Tenure is denied or granted. Minor procedural or technical irregularities in the notice or delivery thereof shall not constitute failure to notify the Faculty member.
- l. An applicant may withdraw the application any time prior to a decision being issued by the President. The request to withdraw shall be submitted in writing to the VPAA.
- m. Within seven (7) calendar days after receipt of notice of the Trustees' denial of Tenure, the applicant may request reconsideration. The request for reconsideration must be made to the Chair of the Board of Trustees. The Trustees' decision on reconsideration is final.
- n. The Trustees shall act on Tenure applications no later than their Regular Meeting in March. 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 applicants to the Trustees. Applications and Presidential recommendations shall be considered by the Trustees in executive session as a personnel matter, unless otherwise required by the Colorado Public (Open) Meetings Act. The Trustees shall vote in open session to grant or deny Tenure to applicants. The minutes of the open meeting shall be the official and conclusive record of the Trustees' action.
- o. Thereafter all applications and recommendations shall be placed in applicant's personnel files and shall be confidential to the same extent as personnel files under the Colorado Public (Open) Records Act. Other materials submitted by the applicant need not be retained and may be returned to the applicant.

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- p. Notice.
 - 1) Time of Notice:
 - a) Faculty members who apply for Tenure but who are ineligible should be notified that they will not be considered for tenure as soon as practicable but in no event later than January 31st of the semester following the application deadline.
 - b) Faculty who are considered for Tenure shall be notified within twenty (20) Business Days following Trustee action on their applications.
 - 2) Content of Notice:
 - a) Tenure granted. Applicants who are granted Tenure should be notified that they were awarded Tenure by the Trustees.
 - b) Tenure denied. Faculty members whose applications for Tenure are denied shall be given notice by the President. The notice need not state the reason(s) Tenure was denied.
 - 3) Delivery of Notice. See “Notice” in the Glossary.
 - 4) Failure to Give Notice. Failure to give notice at any level of the Tenure procedure shall not entitle the affected Faculty to Tenure.
- 5. Assignments for Faculty not Offered Tenure. Seventh-year Tenure-track Faculty members who are not granted Tenure will cease to hold the status of Tenure-track Faculty. Their employment will automatically terminate at the end of their current employment assignment unless they are offered and accept a Non-tenure-track Faculty position available as an instructor or another available position at the University. The University has no obligation to consider the Faculty member for other positions. Any offer of another position is at the discretion of and subject to approval by the President and Trustees.
- 6. Tenure and Academic Rank for Exempt Employees.
 - a. The Trustees may grant Faculty status and Tenure to qualified Exempt Employees. An award of Tenure under this subsection shall entitle recipients to transfer as Tenured Faculty to available Faculty positions for which they are qualified. It shall not, however, create any rights,

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entitlements, or expectations of retention in the recipient's exempt position. Exempt employees with Faculty Tenure serve in their exempt positions solely at the will and pleasure of the President.

- b. The Trustees may grant Faculty status and Tenure to those Exempt Employees who have been previously Tenured at regionally-accredited, baccalaureate-granting institutions of higher education, who are recommended for Faculty status 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.

C. Faculty Promotion Policy

1. Introduction. Promotions of Faculty in Academic Rank are based on overall professional attainment and expectation of further professional growth at the University. Performance Ratings for the General Evaluation Criteria are considered. Teaching is given the most importance.
2. The procedures for promotions outlined below are designed to allow for varied interests, talents, and accomplishments of applicants from diverse academic disciplines.
 - a. By May 1, the Department Head should notify all Faculty members in their department who are or will become eligible for promotion during that Academic Year of their eligibility to apply for promotion in Academic Rank. Those Faculty members who meet the minimum requirements, and who wish to be considered for promotion, are responsible for gathering evidence of their qualifications, including all annual and comprehensive evaluations for the prior five (5) years and submitting these materials to the Department Head by October 1. Submission of materials should follow the deadline outlined in Procedures for Recommending Tenure.
 - b. By October 10, the Department Head (non-voting) will conduct a poll of all Full-time Faculty at the Academic Rank or higher sought by the applicant in the applicant's department. The poll will recommend approval/denial regarding the applicant's request. The applicant's documentation shall be made available for review to the departmental Faculty prior to voting.
 - c. By October 15, the Department Head will submit the results of this poll to the Tenure and Promotion Committee along with the applicant's documentation and the Department Head's recommendation. By November 15, the Tenure and Promotion Committee, after reviewing this information,

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will forward this information, together with its recommendation and comments, to the VPAA. By January 5, following review of the Tenure and Promotion Committee's recommendation, comments and the application documents, the VPAA shall forward all documents and his or her recommendation to the President. Promotions will be awarded or denied by the President. The President shall give notice to the Faculty member of his or her decision on the request for promotion by January 31st. The Trustee level of review does not apply to requests for promotion.

- d. Promotion Appeal Process. An applicant may request reconsideration of an adverse promotion decision by the President. The request for reconsideration must be received by the President within thirty (30) calendar days after notice is given to the applicant of the adverse decision. An adverse Presidential recommendation on a request for reconsideration shall be final, unappealable, and nongrievable. Adverse promotion recommendations below the Presidential level shall not be appealable or grievable under this or any other procedure. Denials of early promotion applications shall be final, without reconsideration, and are unappealable and nongrievable.
 - e. An applicant may withdraw the promotion request at any time prior to a decision by the President. The request to withdraw shall be submitted in writing to the VPAA.
3. Promotion Criteria. The minimum requirements for consideration for promotion in Academic Rank are listed below. Meeting the minimum qualifications does not imply automatic promotion. The criteria for Instructors achieving a position of Academic Rank are set forth in the Recruiting and Hiring section of this *Handbook*. Promotions are awarded at the discretion of the President.

Promotion criteria from one Academic Rank position to a higher Academic Rank position are as follows:

- a. Academic Faculty
 - 1) Promotion to Associate Professor:
 - a) Education and Experience. An applicant must satisfy the educational and experiential qualifications for associate professor listed under Recruitment and Hiring in this Handbook.
 - b) Time in Rank. Six (6) years in rank as an assistant professor

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at Colorado Mesa University; meaning that a faculty member may, in the fall semester of their sixth (6th) year in rank, apply for promotion from assistant to associate professor. For exceptions, see part 3) below.

- c) Tenure. Tenure is not required for promotion to associate professor. Promotion to associate professor does not guarantee that Tenure will be awarded.
 - d) Performance. Sustained Exceptional or Above Expectations Performance Ratings for the General Evaluation Criteria should be the faculty member's performance norm.
- 2) Promotion to Professor:
- a) Education and Experience. An applicant must satisfy the educational and experiential qualifications for professor listed under Recruitment and Hiring in this Handbook.
 - b) Time in Rank. Six (6) years in rank as an associate professor at Colorado Mesa University; meaning that a faculty member with the rank of associate professor, may apply for promotion from associate to full professor in the fall semester of their sixth (6th) year in rank as associate professor. For exceptions, see part 4) below.
 - c) Tenure. Tenure is required for promotion to professor.
 - d) Performance. The rank of professor is the highest Academic Rank and requires demonstrably sustained Exceptional or Above Expectations Performance Ratings for all General Evaluation Criteria.
- 3) Exceptions, including early promotion to the associate professor or professor level for individual Faculty members may be recommended to and approved by the President based on previous years in rank at another regionally accredited higher education institution, expertise, technical competence or professional attributes that the University deems of sufficient merit to warrant such recommendations. Normally such exceptions will be for those who have made substantial contributions to their fields of specialization, or who have demonstrated Exceptional performance in the General Evaluation Criteria areas, and significant creative accomplishment. Faculty may apply for early promotion during

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their second through fourth years of time in a rank.

b. Clinical Faculty

1) Promotion to Associate Clinical Professor:

- a) Education and Experience. Doctorate or terminal master's degree required.
- b) Time in Rank. Six (6) years as an Assistant Clinical Professor at the University; meaning that a faculty member may, in the fall semester of their sixth (6th) year in rank, apply for promotion from assistant to associate clinical professor. For exceptions, see 3) below.
- c) Performance. Demonstrably effective teaching and sustained success and excellence in clinical/professional practice; as well as evidence of effective advising and service.

2) Promotion to Clinical Professor:

- a) Education and Experience. Doctorate or terminal master's degree required.
- b) Time in Rank. Six (6) years as an Associate Clinical Professor at the University; meaning that a faculty member with the rank of associate clinical professor, may apply for promotion from associate to full clinical professor in the fall semester of their sixth (6th) year in rank as associate clinical professor. For exceptions, see 3) below.
- c) Performance. Demonstrably effective teaching and sustained success and excellence in clinical/professional practice; as well as evidence of effective advising and service.

Exceptions, including early promotion to the associate or clinical professor levels, members may be recommended to, and approved by, the President, based on previous years in rank at another regionally accredited postsecondary institution, expertise, professional competence or attributes that the University deems of sufficient merit to warrant such recommendations. Normally, such exceptions will be for those who have made substantial contributions to their fields of specialization, or who have demonstrated exceptional scholarly activity,

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competence, or appropriate creative accomplishment of Exceptional or Above Expectation quality. Clinical Faculty may apply for early promotion during their second through fourth years of time in rank

c. Technical Faculty

1) Promotion to Assistant Technical Professor:

- a) Education and Experience. Minimum of an associate degree in field related to area of instruction.
- b) Time in Rank. Six (6) years as a Technical Instructor; meaning that a faculty member may, in the fall semester of their sixth (6th) year in rank as technical instructor, apply for promotion from technical instructor to assistant technical professor.
- c) Performance. Demonstrably effective teaching, advising, professional development activity, and service.

2) Promotion to Associate Technical Professor:

- a) Education and Experience. Minimum of a baccalaureate degree in field related to area of instruction.
- b) Time in Rank. Six (6) years as an Assistant Technical Professor at the University, meaning that a faculty member may, in the fall semester of their sixth (6th) year in rank as assistant technical professor, apply for promotion from assistant technical professor to associate technical professor.
- c) Performance. Demonstrably effective teaching, advising, professional development activity, and service.

3) Promotion to Technical Professor:

- a) Education and Experience. Minimum of a master's degree in field related to area of instruction.
- b) Time in Rank. Six (6) years as an Associate Technical Professor at the University; meaning that a faculty member with the rank of associate technical professor, may apply for promotion from associate technical professor to full technical professor in the fall semester of their sixth (6th) year in rank as associate

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technical professor.

- 4) **Performance.** Demonstrably effective teaching, advising, professional development activity, and service. Exceptions, including early promotion to the associate technical or technical professor level, for individual Technical Faculty members may be recommended to and approved by the President based on previous years in rank at another regionally accredited postsecondary institution, expertise, technical competence or professional attributes that the University deems of sufficient merit to warrant such recommendations. Normally such exceptions will be for those who have made substantial contributions to their fields of specialization, or who have demonstrated exceptional advising, scholarly activity, competence, or appropriate creative accomplishment of Exceptional or Above Expectation quality. Technical Faculty may apply for early promotion during their second through fourth years of time in rank.

D. Transfer between Faculty and Exempt Employee Status

1. **Eligibility.** Professional Personnel initially hired as Exempt Employees 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 Exempt Employees from being appointed to Part-time or Full-time Faculty positions, but Faculty seniority and other Faculty rights must be earned through service as a Faculty member.
2. **Faculty to Exempt.** Faculty who transfer to full-time exempt positions retain the seniority earned as Faculty members and, if Tenured, retain their Tenure as Faculty members but shall be issued administrative assignments. Faculty who transfer to full-time exempt positions have the right to return to Faculty status subject to the availability of a position and to assurance that they are qualified to teach in their academic disciplines. Any academic year during which Tenure-track Faculty members are employed as exempt employees for one or more semesters shall not be included in their Tenure-track periods. Tenured Faculty members who transfer to full-time exempt positions have the right to return to the University department, program area or other similar academic unit in which they acquired Tenure. Should a Faculty member's right to return to the Faculty under this Section conflict with another Faculty member's retention rights, the Faculty member with retention rights shall be appointed to the position if both Faculty members are Tenure-track or Tenured. However, if one Faculty member is Tenured and the other is not, the Tenured Faculty member shall be appointed to the position. If one Faculty member is Tenure-track and the other is temporary non-Tenure track, the Tenure-track

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Faculty member shall be appointed to the position.

E. Seniority

Seniority shall be based on years of full-time service in a particular professional status at the University. Service time as an Exempt Employee does not count toward seniority as a Faculty member, except that Faculty who serve only up to one year of time as an Exempt Employee on an interim basis shall have that time counted toward seniority as a Faculty member. Service time as a Faculty member does not count as service time as an Exempt Employee. The employment assignment specifies professional status.

A. General Statement

An effective performance evaluation process recognizes and rewards excellent performance and addresses areas for improvement. The process should promote dialog between the employee and supervisor, and should provide an opportunity to clarify individual departmental and institutional goals, revise individual job descriptions, emphasize areas of importance and identify new directions, improve individual performance and provide a basis for planning individual growth and development. The Administrator's immediate supervisor is responsible for providing evaluations for all Full-time Exempt Personnel, preferably on an annual basis. Employees who report directly to the President (e.g. VPAA, Vice-presidents) are evaluated by the President. The President is evaluated by the Board of Trustees.

B. Schedule for Evaluations

1. Evaluation Period. The evaluation period shall generally be May 1 through April 30. Supervisors may conduct a preliminary performance review for a new employee between three and six months after initial employment.
2. Ongoing Process. Performance reviews may be conducted at any time under special circumstances, such as a substantial change in the employee's assignment or a change in the level of performance.

C. Responsibilities of All Exempt Personnel

1. Highest Quality Service. All Exempt Personnel share a common obligation to provide service of the highest quality to the University. In this connection, Exempt Personnel are encouraged to utilize all available resources, both internal and external to the University, to the extent feasible and desirable and within the framework of established policy.
2. Fulfill Position Responsibilities. Each member of the Exempt Personnel has been appointed to a professional position and has accepted the responsibilities of that position. Each is expected to fulfill the responsibilities of the position as the first duty and highest priority in service to the University.
3. Standards of performance for Exempt Personnel are included in individual job descriptions and the performance evaluation documents. Where appropriate, the supervisor may add performance factors which are not listed in the performance evaluation document. Unacceptable conduct is considered below standard, without requiring specific reference in the job description or evaluations.

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4. Unacceptable conduct includes, without limitation, the conduct listed as "cause" for involuntary termination of Faculty, enumerated in the Termination section of this Handbook. Reference to these examples of unacceptable conduct does not in any way imply that cause is needed in order to terminate Exempt employees. Exempt employees are employees-at-will and may terminate their employment or be terminated with or without cause or prior notice. Nothing contained in this policy or in the evaluations given pursuant to this policy can change the employment-at-will status for Exempt employees.
- D. Performance Planning.** A performance planning meeting for new Exempt employees is desired within 60 calendar days after employment begins. For continuing Exempt employees, performance plans for the upcoming evaluation period should take place concurrently with the annual evaluation of the previous year's performance.
- E. Evaluation.** Standards of performance for Exempt Personnel are included in individual job descriptions and the performance evaluation document. Where appropriate, the supervisor and employee may add performance factors which are not listed in the performance evaluation document.
- F. Performance Ratings.** The Performance Ratings for Exempt Personnel are as follows:
1. **Exceptional.** Performance is superior, far above what is required. Employee consistently exceeds highest standards.
 2. **Above Expectation.** Performance is consistently above normal expectations and standards.
 3. **Successful.** Performance is consistent with what is expected and considered acceptable. Understands and demonstrates basic principles, techniques and procedures necessary for efficient job performance.
 4. **Below Expectation.** Performance is generally below the minimum requirements for the job.
 5. **Unsatisfactory.** Performance does not meet minimum job requirements. Lack of improvement may result in disciplinary action.
- G. Disputes.** Exempt Personnel who dispute their evaluation may submit written comments to their supervisor within seven (7) calendar days after receiving the evaluation, stating any requested relief. These comments will be included in the employee's personnel file. If the supervisor does not grant the requested relief within the next (7) calendar days after receiving the comments, the supervisor's decision will be final unless the employee submits a written appeal within the next seven (7) calendar days to the appropriate Vice

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President, stating the basis for appeal, the requested remedy and including a copy of the evaluation and employee's written comments provided to the supervisor. If the Vice President is the employee's immediate supervisor, then the appeal must be submitted to the President instead of the Vice President. Within fourteen (14) calendar days, the Vice President or the President (whichever is appropriate), shall give notice of his or her decision regarding the disputed evaluation and requested remedy. The decision of the Vice President or President (whichever is appropriate) shall be final, unappealable and non-grievable.

A. Introduction

1. Authority to Make Salary Adjustments. The Trustees, and to the extent that the authority is delegated to him or her by the Trustees, the President, possess the sole authority to determine whether, when, and by what amount or percentage, if any, salaries shall be adjusted, and the personnel to whom such adjustments shall be made. 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 institutional salary administration and performance evaluation systems (including salary increases based on promotions in Academic Rank and other indicia of excellent or highly proficient performance).
 - c. To recommend to the Trustees 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 Degree qualifications in their disciplines, to promote salary equity and parity at the University, to prevent the loss of highly qualified personnel, to compete in the market place or to compensate Professional Personnel who assume additional or changed duties. Such recommendations shall be presented to the Trustees for approval.
2. Conform to Limitations. All salary adjustments shall conform to Trustee-ordered restrictions or limitations on institutional salary adjustments (e.g., limitations on the average amounts or percentages of annual performance-based salary increases).
3. No Entitlement. This policy does not and shall not be construed to create entitlement or contractual rights to performance-based, cost-of-living, longevity, equity, parity, or other salary increases; nor shall institutional salary administration systems explicitly or implicitly create or be construed to create any such entitlement or rights.
4. Purpose. The University's salary administration system establishes procedures for setting salaries that are intended to encourage a high level of professional performance, attract and retain high quality Faculty and Exempt employees. The primary purpose of this salary administration system is to establish a clear relationship between professional performance and compensation.

B. Faculty Salary Plan

1. Performance Ratings. The Faculty salary plan is based upon the Performance Ratings for General Evaluation Criteria defined in the evaluation section of this Handbook.
2. Salary Increases. The individual's salary increase will be determined by the new salary money allocated, and the Performance Rating assigned by the appropriate Department Head.
3. Guiding Principles. The following guiding principles apply to the salary plan:
 - a. Faculty members with higher Performance Ratings receive larger salary increases.
 - b. Faculty members rated “Below Expectation” or “Unsatisfactory” are ineligible for salary increases. However, faculty members with a “Below Expectation” rating may earn back a cost-of-living adjustment through successful completion of an improvement plan as approved by their Academic Department Head and the Vice-President of Academic Affairs.
 - c. Individual salary increase percentages may differ from the general average authorized annually by the Trustees.
4. Integrity of the Plan. Each Department Head is responsible for the integrity of the plan in his or her academic department, and the VPAA is responsible for the integrity of the plan among the academic departments.
 - a. Initial Salary. The determination of the Faculty member's initial salary is the responsibility of the VPAA, with approval by the President. The initial salary is based on level of educational attainment, experience, market factors, and other considerations the VPAA and President may deem appropriate.
 - b. Promotion. A Faculty member's current year base salary shall be increased for the assignment year following a promotion because of the increase in Academic Rank. In addition, a Performance Rating increment may be awarded.
 - c. Special Recognition Awards. After salary allocations have been set by the Trustees, new salary funds will be allocated according to the Performance Ratings and approved by the VPAA and the President. If funds are available after promotion-based and performance-based distributions are made, Faculty members who qualify for Special Recognition Awards may be

given monetary awards, paid in single payments, which do not become a part of the base salary. The amount of the Special Recognition Awards shall be recommended by the VPAA, and approved by the President. Salary funds used for Special Recognition Awards shall remain in the following year's general salary pool for redistribution.

C. Faculty Workload

1. Full-time.

- a. The normal teaching load for Academic Faculty is 24 semester credit hours per academic year. This load is usually distributed as 12 semester credit hours per semester. The normal teaching load for Clinical and Technical Faculty is 30 semester credit hours per academic year. This load is usually distributed as 15 semester credit hours or the equivalent. To accommodate high enrollments during a term, or to meet other emergency situations, the University may assign overloads. Reduction in teaching load in subsequent semesters or terms is authorized in these cases.
- b. Overload compensation is authorized only when teaching assignments exceed the normal distribution. With the approval of the Academic Department Head, a faculty member with an "Above Expectations" or "Exceptional" performance evaluation for the prior year may teach up to either (8) credit hours overload per academic year (i.e., excluding summer and January terms) or five credit hours for one of the two academic terms. Individual departments may have more restrictive limits.

Approval of an overload exceeding the annual eight credit hour limit will be treated as a rare exception, rather than a recurring activity, and must be authorized by the Academic Department Head, Vice President for Academic Affairs, and President prior to the classes being listed in a program's schedule of offerings for the upcoming term. If overload activity of any amount interferes with any part of a Faculty member's responsibilities, an overload request will not be approved for a minimum of the two following academic semesters or until such time that the Faculty member demonstrates that teaching an overload will not interfere with other required obligations.

- c. In addition to their teaching load, Faculty members shall prepare for classes, evaluate student performance, confer with students, and participate in scholarly activity, and service, and other professional activities. Full-time Faculty are expected to devote at least 40 hours per week during the Academic Year to meeting their teaching, advising, scholarship, and service obligations. As part of their professional duties, faculty are expected to

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establish, post, and keep a minimum of five office hours weekly spread over a minimum of four days commencing one week prior to and continuing through each Fall and Spring Semester excluding scheduled breaks. Faculty may use a different configuration of office hours with the approval of the department head.

- d. Granting requests for Release Time for research, institutional service, other scholarly activities, or curriculum-related activities outside of actual teaching assignments is the prerogative of the Department Head and must be approved by the VPAA and the President.
2. Part-time. The normal calculation for a full-time-equivalent load for part-time Academic Faculty employed on a per credit basis should be no less than fifteen (15) credit hours per semester.

D. Exempt Employees Salary Plan

1. The salary plan for Exempt Employees is based upon the Performance Rating and upon the Position Evaluation System which establishes relationships among all exempt positions on campus. Exempt employees achieving the performance level of "Exceptional" may be considered for Special Recognition Awards.
2. The Exempt employees' salary plan does not contain any provision for annual or step increases. Each year, subject to the allocation of funds by the Trustees, the President and the Vice Presidents will develop a system for the allocation of such salary funds as may be available. The individual's salary increase will be determined by the new salary money allocated and the Performance Ratings assigned. The President and the Vice Presidents shall review all recommendations. An Exempt Employee receiving an evaluation of "Below Expectation or Unsatisfactory" will be ineligible for any salary increase for the ensuing year. However, an exempt employee that earns a rating of "Below Expectation" may earn back a cost-of-living adjustment through successful completion of an improvement plan as approved by their immediate supervisor and the appropriate Vice President. If funds are available after performance-based distributions are made, those who qualify for a Special Recognition Award may be given a monetary award, paid in a single payment, which does not become a part of the base salary. The amount of the Special Recognition Award shall be recommended by the appropriate Administrator and approved by the President.

- E. Salary Supplementation.** During the regular term of Full-time appointment, salaries of Professional Personnel may be supplemented from institutional grants, supplemental appointments, or other institutional or State funds, but only for approved, institutionally assigned, temporary or short-term responsibilities in addition to those normally specified for Professional Personnel. Salary supplements shall not be added to the recipient's base

salary.

F. Outside Employment. The University recognizes that Professional Personnel may desire to engage in outside employment for compensation in addition to their salary received from the University. Also, Professional Personnel may be uniquely qualified to assist in meeting a variety of society's needs by way of sharing their knowledge and expertise outside the University. The University does not prohibit outside employment, however, the obligations of Faculty and Exempt employees to the University must take priority over any such activity.

1. Outside Employment Defined. Outside Employment includes, without limitation, employee, independent contractor, consulting, or business ownership relationships with persons or entities other than the University, performed for compensation or monetary reward.
2. Reporting of Outside Employment. In advance of accepting outside employment, Full-time Professional Personnel shall give notice of the outside employment opportunity to their Department Head or immediate supervisor and receive prior written approval. Approval shall not be denied unless the outside employment creates an actual or apparent conflict of interest or otherwise violates the rules for outside employment set forth below. Reporting is not required by Part-time Professional Personnel or Professional Personnel who are not currently employed at a 0.75 FTE or greater (e.g. Faculty outside of the Academic Year). But other rules for engaging in outside employment set forth below apply to Part-time as well as Full-time. Department Heads and immediate supervisors shall promptly forward all notices received from Full-time Professional Personnel disclosing outside employment to the appropriate Vice President.
3. Rules for Outside Employment. Professional Employees who engage in outside employment must abide by the following rules. Failure to do so may result in discipline or termination. Outside employment shall:
 - a. Not interfere with the efficient performance of the employee's job;
 - b. Not actually or apparently conflict with the interests of the University or the State of Colorado. "Apparently conflict" means that the employment would reasonably give rise to criticism or suspicion of conflicting interests or duties;
 - c. Not conflict with the Code of Ethics for Public Employees, CRS 24-18-101 et. seq., as amended from time to time, and other statutes and regulations governing the conduct of public employees.
 - d. Be in addition to, rather than part of, the normal time and effort expected of

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members of Faculty and Exempt employees in that Professional Personnel position.

- e. Not involve use of University resources, facilities, or property without prior written approval by the President regarding the specific exceptions requested to this rule.

A. Grievable Issues

This grievance policy does not cover all disputes that may arise out of or relate to Professional Personnel employment. It is intended to address situations where the Professional Personnel alleges that his or her employment is adversely affected by a decision, action or inaction by another employee that is in violation of this Handbook, the Trustees' Policy Manual, or other Trustee-approved policy, or is in violation of a law or regulation, except that grievable issues do not include decisions, actions or inactions that relate to any of the following personnel matters even if a violation of policy or law is alleged: supervisory warnings, disciplinary action, dismissal, nonrenewal, reduction in force, suspension, reassignments of Exempt Personnel to other exempt University positions, Tenure recommendations or decisions, denial of sabbatical leave, evaluations, annual development plans, annual performance reviews, comprehensive development plans, comprehensive evaluations, or post-tenure performance improvement plans and reevaluations, or allegation of violation of the Anti-Discrimination Policy.

Procedures for reporting or appealing actions within these excepted areas are covered within other sections of this Handbook. See:

1. Section II. Anti-discrimination Policy, for complaints of unlawful discrimination or harassment;
2. Section V. Leaves, for denial of sabbatical complaints;
3. Section VI. Evaluations, Tenure, Promotion & Post-Tenure Review, for Faculty complaints regarding decisions on these subjects;
4. Section VII. Evaluation of Exempt Personnel, for Administrator complaints regarding evaluations and performance ratings;
5. Section X. Disciplinary Procedures, for contesting disciplinary actions;
6. Section XI. Termination, for contesting involuntary termination of employment.

B. Eligibility to File a Grievance

The employee must be a current member of the Professional Personnel of the University and must be adversely affected in his or her employment by the alleged violation concerning a grievable issue in order to be eligible to pursue a grievance under this policy. The grievance must be timely filed or eligibility is lost.

C. Informal Resolution

The most satisfactory procedure for resolving grievances is informal discussion between the affected Professional Personnel and appropriate Administrators. It is expected that such discussions will precede the initiation of the formal grievance procedures described below.

D. Grievance and Hearing Committee

1. Optional Use of Grievance and Hearing Committee. As part of the informal resolution process, either the Grievant or the Respondent or both may choose to utilize the Grievance and Hearing Committee to monitor the process; study a specific grievance; assist or counsel the individual; or make judgments or recommendations on the merit of the grievance.
2. Composition of Grievance and Hearing Committee. The Grievance and Hearing Committee is comprised of Professional Personnel who are employees-in-good-standing. No Professional Personnel who are potentially involved in the grievance under consideration as Grievants, Respondents or witnesses, may serve on the Grievance and Hearing Committee for that grievance. The University may have more than one Grievance and Hearing Committee to serve different groups of Professional Personnel. The number of committees, the size of the committees, the method of selection and replacing members, and the function of the committees are to be determined by the President and approved by the Trustees.
3. Committee can not Impede the Formal Grievance Process. Grievance and Hearing Committees are not a part of the formal grievance process and may not interrupt or impede the process. The time limits specified in the formal grievance process may not be modified by the activities or actions of the Grievance and Hearing Committee.

E. Formal Grievance Process

1. Terms and Processes Applicable to Sequential Steps.
 - a. Pursuit of Grievance. Except as specified below, all the steps of the formal grievance process must be followed.
 - 1) Non-response. Failure to timely answer a grievance in writing at any step shall be considered a denial of the allegation claimed in the grievance, effective the last day of the response period. A Grievant must appeal a denial-by-non-response to the next step of the formal process within the time period allowed or the grievance may be terminated.

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- 2) Unsatisfactory Resolution. The Grievant must pursue to the next step within the time period allowed a grievance which has not been satisfactorily resolved or the grievance will be terminated.
 - 3) Termination of grievance for lack of timely appeal. Failure by the Grievant to give written notice of appeal to the next step within the specified time limits shall be regarded as intent not to proceed. The process shall be terminated and the case closed with a written explanation of the lack of timely appeal attached to the case file. This explanation shall be jointly prepared by the persons responsible for the administration of the last active step and the next step.
 - 4) Withdrawal of grievance. A grievance may be withdrawn at any time by the Grievant by filing a written withdrawal with the individual responsible for the step of the process that is active at that time.
- b. Timeliness. Disputes about whether time limits for appeal have been met may be appealed only to the next step in the formal process.
 - c. Precedent. Any settlement, withdrawal, or disposition of a grievance at any step shall not create a binding precedent or necessarily affect the resolution of similar grievances.
 - d. Reducing agreements to writing. Any agreements reached at any step of the formal grievance process must be reduced to writing.
 - e. Approval of agreement. All written agreements approved by the President or at Steps I or II are final, except for those matters for which only the Trustees have or assume final authority.
 - f. The Respondent may not be a Step I or II Administrator. The President shall designate another Administrator in such event.
 - g. Scope of investigation by the hearing officer. As part of a Step III grievance, if the hearing officer finds that the grievance involves a decision for which a different formal University review and recommendation process is prescribed, the hearing officer shall limit the investigation to a determination of whether the prescribed formal review and recommendation process has been followed.
 - h. Representation during the grievance process: The Grievant may select a

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member of the Professional Personnel, who is not a practicing attorney, to observe and to advise the Grievant at any step during the grievance process. (This is not intended to preclude the grievant from seeking legal counsel at any time.)

- i. Burden of proof. The burden of persuasion rests upon the Grievant with regard to any assertion contained in the Notice of Grievance.
- j. Costs. Cost for the hearing officer procedure, including the recording of the hearing, shall be borne equally by the Grievant and the University except that the Grievant and the University shall each be responsible for expenses incurred at their individual requests during the grievance process, such as the expenses for transcripts, witnesses, and attorneys.
- k. Retaliation. No retaliation shall be taken against a Grievant because of the filing of a grievance in good faith.

2. Sequential Steps.

a. Step I: Review by Administrator

- 1) In the event a grievance is not resolved through informal discussion and negotiation, the Grievant may file a formal written grievance using the Notice of Grievance form available through the Human Resources Department. Such written grievance shall be submitted to the Step I Administrator, who is the Administrator below the level of Vice President to whom the Grievant is assigned (e.g. Department Head or Director).
- 2) The Notice of Grievance must be filed within thirty (30) calendar days of the occurrence giving rise to the grievance or within thirty (30) calendar days of the date on which the Grievant knew or reasonably should have known of such occurrence, whichever is later, or, if the violation grieved is of a continuing nature, at any time. Any grievance not filed in accordance with the time limits specified shall be deemed waived by the Grievant.
- 3) The first responsibility of the Step I Administrator shall be to determine whether the grievance is timely filed and whether the allegations stated in the Notice of Grievance conform to the definition of "grievance" and is a proper issue for review. If the Step I Administrator determines that the grievance does not meet these criteria, that Administrator shall give the Grievant written notice specifying the deficiencies of the grievance as submitted. The

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Grievant then has three alternatives:

- a) To refile the grievance at Step I within another seven (7) calendar days to correct technical deficiencies;
 - b) To file a new grievance at Step I, within time limits based on the new grievance; or
 - c) To appeal the disqualifying decision to Step II.
- 4) The Step I Administrator shall have fourteen (14) calendar days after receipt of the Notice of Grievance to investigate, attempt to resolve the grievance and to respond in writing to the Grievant.

b. Step II: Review by the President or Designee

- 1) If a satisfactory resolution is not achieved at Step I, the Grievant may, within seven (7) calendar days after receipt of the written response from the Step I Administrator, give notice of appeal to the President who may assign a designee as the Step II Administrator. This written appeal shall include a copy of the Step I Administrator's response(s) and an explanation of why the Grievant is not satisfied with the response at Step I.
- 2) The Step II Administrator shall have fourteen (14) calendar days after receipt of the appeal to investigate, attempt to resolve the grievance and to respond in writing to the Grievant.

c. Step III: Review by Hearing Officer

- 1) If a satisfactory resolution is not achieved at Step II, the Grievant may within seven (7) calendar days after receipt of the written response from the Step II Administrator, give notice of request for a hearing to the President.
- 2) Within fourteen (14) calendar days after receipt of the Grievant's request for hearing, the President or designee shall give to the Grievant a list of three members of the University's hearing officer panel.
- 3) The Grievant shall give notice to the President within seven (7) calendar days after receipt of this hearing panel list as to which panel member the Grievant strikes from the list.
- 4) Within seven (7) calendar days after receipt of the Grievant's strike choice, the President or designee shall strike one name from the list

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and give the Grievant notice of the remaining person, who will serve as hearing officer.

- 5) The hearing before the hearing officer will be governed by the following procedures:
 - a) The hearing officer shall set a date for a hearing to be held as soon as practicable and shall give notice of the date, place, and time of the hearing to the Grievant, the Respondent, the President, and the Chair of the Board of Trustees. The proceedings before the hearing officer will be recorded by a court reporter or by an electronic recording device. The hearing officer shall hear relevant testimony and review relevant documents submitted into evidence by the parties and their witnesses.
 - b) Not more than fourteen (14) calendar days after the conclusion of the hearing, the hearing officer shall report findings of fact, conclusions, and recommendations to the Grievant, the Respondent, if any, the President and the Chair of the Board of Trustees.
 - c) The Trustees have the responsibility for disposition of the grievance following receipt of the report of the hearing officer. The Trustees may accept the recommendations of the hearing officer, may honor the claim of the Grievant, may support the initial action of the University, may accept alternative recommendations proposed by the President, or may take such other action as the Trustees deem appropriate. The Trustees shall give notice to the Grievant, the Respondent, if any, and the President within thirty (30) calendar days after receipt of the hearing officer's initial decision as to their disposition of the grievance.
3. Grievance Files. The record of each grievance and its disposition shall be filed with the personnel records of the Grievant.

A. Preliminary Procedure

1. Prior Approval by President Required. No Professional Personnel shall be demoted, suspended, or sanctioned as punishment (referred to jointly as “disciplinary action”) or discharged for cause without prior approval of the President. Supervisors’ verbal or written warnings, evaluations, and performance ratings for Professional Personnel are not “disciplinary actions” covered by this section. This policy does not change the fact that Exempt Employees and Temporary Faculty are employees-at-will and no cause is needed or must be given for termination, unless specifically provided otherwise in this Handbook. "Cause" is defined in Section XI, Termination, of the Handbook. Exempt employees and Temporary Faculty have no right to appeal a disciplinary action approved by the President. The President’s decision is final. Only Tenured Faculty may request a Hearing Officer review of disciplinary actions.

2. Investigation. The President, upon receipt of information indicating that any Professional Personnel has engaged in conduct that, if true, constitutes cause for discipline or discharge may investigate the circumstances. Where the alleged conduct, if true, is in violation of the Anti-discrimination Policy, the matter shall follow the procedure described in Section II of this handbook, and not the procedure described herein. The investigation of any matter that is currently being grieved under the Grievance Policy may be postponed until that grievance process is completed. Further, the President may, in the President's discretion, initiate Termination proceeding under the Termination Policy for any Professional Employee entitled to that proceeding without following the investigation and other procedures provided in this Disciplinary Procedure Policy.
 - a. The President may personally investigate the circumstances or may appoint another individual or committee to investigate. Any employees appointed to investigate shall be Professional Personnel and shall be employees-in-good-standing. Outside investigators may be used who have expertise in such matters.

 - b. The investigation should include personal interviews of the complainant (if any), the Professional Personnel under investigation (the professional) and relevant witnesses, as well as review of any relevant documentary evidence.

 - c. Upon completion of the investigation, the President shall give the complainant and the professional written notice of whether further action will be taken. If the President believes that further investigation is not warranted and that discipline or discharge is not appropriate, the President may either dismiss or suggest appropriate non-disciplinary action to resolve the matter.

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- d. A complain related to the Anti-Discrimination Policy shall follow the investigation and hearing process as described herein and in Section II of this Handbook. The determination related to responsibility related to the Anti-Discrimination Policy outlined in Section II shall be final, and additional investigation shall not occur.

B. Further Action. If the President determines after the investigation or notification of a determination of a Hearing Panel convened pursuant the procedure defined in Section II that discipline or discharge may be appropriate, the President shall give written notice to the professional of the proposed discipline or discharge and the basis for the proposed action. The notice shall advise the professional that he or she may meet with the President at a specified time, date and place, which shall not be less than seven (7) calendar days from the date the notice is given unless the professional and the President mutually agree to meet at a different time. The professional may provide a written reply to the proposed action before or at the time of the meeting. The professional may choose to decline the meeting and provide a written reply to the President in lieu of the meeting.

1. Meeting with the President. The professional may have a representative at the meeting who is an employee other than a practicing attorney. The representative shall be present as an observer and not as a participant. Any statements made at the meeting, including the written response submitted by the professional (if any), shall be admissible in evidence in any subsequent proceeding.
2. Notice of Decision and Appeal Rights. Within fourteen (14) calendar days after the meeting with the President (or if the professional declines or fails to attend the meeting, within fourteen (14) calendar days after the scheduled date of the meeting or receipt of professional's written response in lieu of meeting), the President shall give the professional written notice of the President's decision, including reasons for the decision, and the professional's appeal rights, if any.
 - a. The appeal rights for Dismissal are set forth in Section XI, Termination, and no further proceedings are permitted under this Section.
 - b. There is no right to appeal "non-disciplinary actions" and the President's determination is final. "Non-disciplinary actions" include, but are not limited to, reassignment to another position of equal status, pay and benefits.
 - c. There is no right to appeal a written warning and the President's determination is final. The professional shall have the right to submit a written reply to the written warning within fourteen (14) calendar days of receiving the written warning. The reply shall be included in the personnel file along with the written warning.

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- d. Administrators and Temporary Faculty have no right to appeal the President's decision to take disciplinary action and the President's determination is final. The Administrator or Temporary Faculty member shall have the right to submit a written reply to the notice of disciplinary action within fourteen (14) calendar days after receipt of the notice, which reply shall be included in the personnel file along with the notice of disciplinary action.
 - e. The following actions are appealable to a hearing officer when they are imposed as disciplinary action against Tenured Faculty:
 - 1) Suspension;
 - 2) Demotion;
 - 3) Reduction in salary;
 - 4) Denial of salary increase;
 - 5) Ineligibility to serve on official University bodies.
 - f. The effective date of the disciplinary action may precede the date on which the action becomes final.
 - g. Final Action. If a Tenured Faculty chooses not to appeal notice of an appealable action, the action shall become final without further proceedings or notice to the Tenured Faculty. An appeal shall not stay or delay the effective date of the action specified in the notice of the disciplinary action.
3. Appeal to Hearing Officer. Tenured Faculty may give notice to the President of intent to appeal and request a hearing officer review within fourteen (14) calendar days of receipt of the notice of decision imposing appealable actions, as defined in Section X, paragraph B.2.e. The notice of intent to appeal to a hearing officer shall be accompanied by a short and specific statement giving the reason for the appeal. If a notice of intent to appeal is untimely, the appeal shall be dismissed and the action shall become final without further proceedings or notice to the Tenured Faculty. If timely notice of appeal is received, the following procedure shall apply:

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- a. Within fourteen (14) calendar days after receipt of the Tenured Faculty's request for hearing, the President shall give to the Tenured Faculty a list of three members of the University's hearing officer panel.
- b. The Tenured Faculty shall give notice to the President within seven (7) calendar days after receipt of this hearing panel list as to which panel member the Tenured Faculty strikes from the list.
- c. Within seven (7) calendar days after receipt of the Tenured Faculty's strike choice, the President shall strike one name from the list and give the Tenured Faculty notice of the remaining person, who will serve as hearing officer.
- d. Costs for the hearing officer procedure, including the recording of the hearing, shall be borne by the University except that the Tenured Faculty and the University shall each be responsible for expenses incurred at their individual requests during the appeal process, such as the expenses for transcripts, witnesses, and attorneys.
- e. The Tenured Faculty is entitled to the active participation of legal counsel of his or her own choosing and at his or her own expense during the hearing process. The President is entitled to legal counsel by the Attorney General or designee.
- f. The hearing officer shall convene the hearing as soon as reasonably practicable at a time mutually agreed upon by the Tenured Faculty and the University. The hearing officer shall give notice of the date, place, and time of the hearing to all parties and to the chair of the Board of Trustees.
 - 1) The notice of disciplinary action and the Tenured Faculty's statement of the reason for the appeal shall be deemed to be the pleadings for purposes of the hearing
 - 2) Either party may submit exhibits and/or witness testimony or sworn affidavits at the hearing. The Hearing Officer does not have the authority to issue subpoenas to witnesses or mandate attendance or testimony at a hearing. Therefore, it is the duty of the parties to arrange voluntary participation by their witnesses.
- g. At the hearing the burden is on the Tenured Faculty to establish by a preponderance of evidence that the President did not have sufficient cause for the discipline imposed. The burden of going forward with the evidence and the burden of persuasion also rest upon the Faculty member with regard to any assertion contained in the reply, mitigating circumstances,

or affirmative defenses. No evidence may be admitted at the hearing which is not relevant either to the bases for the disciplinary action and/or sanction set forth in the notice or to an assertion in the Tenured Faculty's statement of the reason for the appeal.

- h. The hearing shall be recorded by a court reporter or electronically recorded. The choice of recording method shall be at the President's discretion.
- i. The hearing officer shall deliver the initial decision to the Tenured Faculty and to the President within fourteen (14) calendar days following the hearing.

4. Trustees' Review.

- a. The hearing officer shall within fourteen (14) calendar days of the hearing transmit his/her initial decision, along with the record of the hearing (including the electronic recording) to the Chair of the Board of Trustees.
- b. Either party may appeal the hearing officer's initial decision to the Trustees. The notice of appeal together with a statement of the party's specific exceptions to the hearing officer's initial decision and a designation of the relevant parts of the record to be considered must be received by the Chair of the Board of Trustees within twenty (20) calendar days after the date on which notice of the decision was given to the parties by the hearing officer unless the Chair extends the filing deadline for good cause shown.
- c. The party appealing shall serve a copy of this notice of appeal on the other parties. The other parties shall have ten (10) calendar days thereafter to designate additional parts of the record to be considered. If the parties choose not to appeal or if the notice(s) of appeal is/are not timely filed, the initial decision of the hearing officer shall become the final decision of the Trustees without further proceedings or notice to the parties.
- d. If either or both parties file timely notices of appeal, the Trustees shall, at their convenience, review and take action on the hearing officer's initial decision.
- e. If appealed to the Trustees, the disciplinary action and sanction (or any modification(s) thereof) shall become final if and when it is adopted in the final decision of the Trustees.
- f. An order by the Trustees remanding an appeal to the hearing officer for such further proceedings as the Trustees may direct is not final action by the

Trustees and is not subject to judicial review.

- g. A final decision by the Trustees affirming, setting aside or modifying the hearing officer's initial decision is subject to such judicial review as may be provided by law. Judicial review shall not delay or stay the enforcement of any disciplinary sanction unless the court orders otherwise.
 - h. The President may at any time before a final decision is issued by the Trustees rescind any disciplinary action by notifying the Tenured Faculty in writing that the action has been rescinded. In such event, any hearing or review proceedings pending with respect to that disciplinary action shall cease.
5. As the disciplinary actions relates to discipline related to violation of the Anti-discrimination policy, an appeal right pursuant to Section X shall be afforded to both parties equally.

C. **Request for Hearing for the Purposes of Name Clearing.** Exempt professionals, non-tenured faculty, and tenured faculty who elect not to appeal disciplinary action or dismissal under this Section X or Section XI may give notice to the President of intent to request a hearing for the purposes of name clearing. This procedure does not apply to sanctions related to allegations pursuant to Title IX.

- 1. The request for hearing before a hearing officer shall be accompanied by a short and specific statement giving the reason for the name clearing hearing. Because a name clearing hearing is available only (1) when the cause of discipline or termination is stigmatizing and (2) published by the University, the appeal must state the grounds upon which the requesting party believes both requirements are satisfied.
 - a. “Stigmatizing” statements are false statements that impugn the employee's good name, reputation, honor, or integrity and that occur in the course of terminating the employee or foreclosing other employment opportunities.
 - b. The requesting party must include, in his or her request for hearing, the forum, method, and extent of the publication of the false stigmatizing information.
- 2. In lieu of an in-person name clearing hearing, the requesting party may elect to proceed by relying on written submissions to the President that may include, but are not limited to, the “pleadings” as defined in this Section X, paragraph C. 9.a below and any other written materials or exhibits that the requesting party wishes

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to submit within the limits set forth in this Section X, paragraph C.9.b. below.

Any submission will be included in the personnel file along with the notice of disciplinary action or dismissal.

3. If the requesting party instead requests an in-person hearing, within fourteen (14) calendar days after receipt of the requesting party's request for hearing, the President or the President's designee shall give to the requesting party a list of three members of the University's hearing officer panel.
4. The requesting party shall give notice to the President or designee within seven (7) calendar days after receipt of this hearing panel list as to which panel member the requesting party strikes from the list.
5. Within seven (7) calendar days after receipt of the requesting party's strike choice, the President or designee shall strike one name from the list and give the requesting party notice of the remaining person, who will serve as hearing officer.
6. Costs for the hearing officer procedure, including the recording of the hearing, shall be borne by the University except that the requesting party and the University shall each be responsible for expenses incurred at their individual requests during the appeal process, such as the expenses for transcripts, witnesses, and attorneys.
7. The hearing shall be recorded by a court reporter or electronically recorded at the President's discretion. Should the President choose electronic recording, the requesting party may elect to use a court reporter at the requesting party's expense.
8. The requesting party is entitled to the active participation of legal counsel of his or her own choosing and at his or her own expense during the hearing process. The President is entitled to legal counsel by the Attorney General or designee.
9. The hearing officer shall hold the name clearing hearing as soon as reasonably practicable at a time mutually agreed upon by the parties. The hearing officer shall give notice of the date, place, and time of the hearing to all parties and to the chair of the Board of Trustees as soon as practicable.
 - a. The notice of disciplinary action and the requesting party's statement of the reason for the request for a name clearing hearing shall be deemed to be the pleadings for purposes of the hearing.

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- b. Either party may submit exhibits and/or witness testimony or sworn affidavits at the hearing. The Hearing Officer does not have the authority to issue subpoenas to witnesses or mandate attendance at the hearing. Therefore, it is the duty of the parties to arrange voluntary participation by their witnesses.
- 10 No evidence may be admitted at the hearing that is not relevant to an assertion in the requesting party's statement of the reason for the appeal.
- 11 The hearing officer shall deliver a finding that a name clearing hearing has been held in accordance with this Section to the requesting party and to the President within fourteen (14) calendar days following the hearing. The hearing officer's finding that a name clearing hearing has been held will be placed in the appellant's personnel file.

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A. Involuntary Termination of Faculty. Termination may occur through voluntary resignation or through involuntary termination. This subsection A concerns only involuntary termination of Faculty.

1. Types of Involuntary Termination of Faculty. The employment of a Faculty member may be involuntarily terminated either through Reduction in Force, Nonrenewal upon expiration of assignment, or through Dismissal.

2. Reduction in Force.

a. **Basis for Reduction in Force.** A Reduction in Force may be made for any lawful reason that is not arbitrary or capricious, including without limitation:

1) a change in program; or

2) a significant decline in state appropriations or other revenues, or any budgetary exigency that creates a need for the University to reduce expenses.

b. **Procedure for Reduction in Force.** The following procedures shall govern Reductions in Force and shall supersede any other policy or procedure.

1) The determination that a basis for Reduction in Force exists shall be made by the Trustees, generally after receiving a recommendation from the President. The President should consult the VPAA, who should confer with Department Heads before making recommendations to the President.

2) Priority guidelines for identifying Faculty to be terminated for reasons of Reduction in Force are as follows:

a) Normal attrition will be considered prior to reduction through involuntary termination. This may include consideration of incentive plans for voluntary RIF, subject to statutory and regulatory limitations;

b) Faculty currently within the positions or programs to be eliminated or reduced shall be terminated before Faculty in other positions or programs;

c) Temporary Faculty will be terminated prior to Tenured Faculty;

d) Faculty with lower Performance Ratings will be terminated

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before Faculty with higher Performance Ratings;

- e) Faculty with less seniority in a Faculty position will be terminated prior to Faculty with more seniority as Faculty with the University.

These priority guidelines do not guarantee any particular order of termination, but are guidelines for the selection process. The Trustees ultimately determine what order of reduction is in the best interests of the University, considering the University's programmatic, budgetary and other lawful concerns.

- 3) A program priority analysis may be carried out under the direction of the VPAA who may involve the appropriate program Administrators and the president of the Faculty Senate for purposes of analyzing program priorities.
- 4) The University may terminate one or more entire programs and reduce all Faculty in the programs affected, or may reduce within programs. Should there be reductions within a program, the following procedure will generally be used:
 - a) The appropriate program administrator shall conduct a systematic review of Faculty qualifications, applying the priority guidelines specified above.
 - b) The VPAA, in consultation with the program administrator, shall prepare a list of all Faculty in the affected program applying the above priority guidelines. Reductions shall occur in the order of ranking. Before ranking lists of the Faculty in a program are utilized, they must be approved by both the President and the Trustees.
 - c) 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 may be remanded to the VPAA for reconsideration, or it may be revised by the President or the Trustees.

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- 5) Notice Period. The President shall give Tenured Faculty ninety calendar days' notice before termination due to Reduction in Force, unless the President, in his or her discretion, determines that a shorter period of notice is necessary for programmatic, budgetary or other lawful reasons. No period of prior notice is required for Reduction in Force of Temporary Faculty.
- 6) Delivery of Notice. See Glossary for definition of "Notice."
- 7) Content of the Notice. The notice to Faculty shall include:
 - a) The effective date of the termination;
 - b) A statement that the termination is due to a Reduction in Force.
 - c) Tenured Faculty will be informed of the reason(s) for their selection for RIF and their appeal rights. If the reason(s) constitute "cause" for termination, as defined in Section XI, paragraph 4, below, the Tenured Faculty's appeal rights will be the same as for termination for cause as provided in Section XI, paragraph 4 below. Otherwise, the appeal rights will be limited to a request for reconsideration based on the selection being arbitrary and capricious.
 - d) Temporary Faculty are at-will employees and are not entitled to receive reasons for their selection for RIF and have no right to an appeal or reconsideration under this Section XI.
- 8) Request for Reconsideration. Tenured Faculty have the right to request reconsideration of their termination due to a Reduction in Force. To do so, the Tenured Faculty member must give written notice of the request for reconsideration to the President within fourteen (14) calendar days from the date the notice of termination was given.
 - a) The request for reconsideration shall be delivered to the President, either by certified mail, return receipt requested or personally delivered to the Office of the President. If the request is mailed, it is deemed given/received upon the date of mailing. In the case of personal delivery, a signed and dated receipt should be requested of the recipient at the Office of the President.

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- b) The request shall state the reason(s) why the Tenured Faculty member believes the decision to terminate his or her employment is arbitrary and capricious and shall include a short, plain statement of the facts the Faculty member believes support his or her contentions.
 - c) Upon timely receipt of a complying request for reconsideration, the President shall review the request and within fourteen (14) calendar days of its receipt, give the Faculty member notice of the decision.
 - d) The President's decision shall be final and not subject to further appeal.
3. Nonrenewal of Faculty. Nonrenewal means that upon assignment completion, the Faculty member is not reassigned for another Academic Year.
- a. Basis for Nonrenewal. Temporary Faculty may be Nonrenewed without cause or notice of cause. Tenured Faculty may be Nonrenewed only for cause or because of a Reduction in Force; these faculty are addressed under Sections on Reduction in Force and Dismissal for Cause.
 - b. Notice of Nonrenewal.
 - 1) Time of Notice. Temporary Faculty are not entitled to prior notice, but a good faith effort shall be made to give notice of Nonrenewal before the end of the current Academic Year.
 - 2) Delivery of Notice. See Glossary definition of "Notice."
 - 3) Content of the Notice. Notice shall inform the Faculty member that his or her assignment of employment is Nonrenewed and shall state the effective date of the Nonrenewal. For Tenured Faculty only, the notice shall set out each cause that is the basis for the nonrenewal.
 - c. Appeal of the Decision of Nonrenewal.
 - 1) Temporary Faculty have no right to appeal the Nonrenewal decision.

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- 2) Tenured Faculty who are Nonrenewed because of a Reduction in Force shall have the right to seek reconsideration.
- 3) Tenured Faculty who are Nonrenewed for cause have the same right of appeal as if Dismissed for Cause.

4. Dismissal for Cause.

a. Cause for Dismissal. No cause need be stated or proved for termination of Temporary Faculty at any time. Termination of Tenured Faculty, except for Reduction in Force, must be with cause. "Cause" for Dismissal shall include, without limitation:

- 1) Unqualified to perform the essential job functions;
- 2) Neglect of duty by nonperformance of one or more duties or responsibilities reasonably required of Faculty;
- 3) Conviction, acceptance of a guilty plea, deferred judgment or a plea of nolo contendere to a felony or crime of violence, dishonesty, harassment or abuse;
- 4) Insubordination, meaning the willful noncompliance with a reasonable directive of a supervisor or superior that is within the authority of that person to issue or promulgate;
- 5) Moral turpitude;
- 6) The failure to meet reasonable standards of performance;
- 7) Failure to fulfill any written provision of any employment agreement;
- 8) Unprofessional conduct;
- 9) Dishonesty;
- 10) Falsification of records;
- 11) Violation of department guidelines, policies in this Handbook or the Trustees' Policy Manual;
- 12) Violation of the Anti-discrimination Policy. The determination of

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such violation shall be heard pursuant to the procedure set forth in Section II, and such determination shall only be appealable pursuant to the appeal provisions set forth therein;

- 13) Loss of license, certification or credentials required for the job;
 - 14) Use or possession of controlled substances, except in accordance with a medical prescription;
 - 15) Using or being under the influence of alcohol while teaching;
 - 16) Assaulting or threatening to assault another person;
 - 17) Failure to safeguard, maintain or account for University property entrusted to the employee during employment;
 - 18) Rudeness, insolence, harassing or offensive behavior toward other persons while on the job or on the University's premises, where the conduct is not reasonably to be countenanced by others;
 - 19) Taking unauthorized leave or failing to return at the end of an authorized leave;
 - 20) Lack of reliable attendance;
 - 21) Possessing a firearm or other dangerous weapon on the University's premises or at any time while performing job duties (unless authorized by the President as necessary to the job or unless entitled by law to carry a concealed handgun);
 - 22) Violation of University safety rules;
 - 23) Violation of local, state or federal laws or regulations; or
 - 24) Gross misconduct.
- b. Notice of Dismissal for Cause. Only the President can issue a Notice of Dismissal for Cause. Generally, such notice shall not be issued until the President has given the Faculty member notice of potential dismissal and an opportunity to meet with the President, as discussed in the section of this Handbook on Disciplinary Procedures. However, the President may issue a Notice of Dismissal for Cause without first taking these preliminary steps, subject to the Tenured Faculty member's right to Campus Hearing Committee review and/or hearing officer review before the Dismissal

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becomes effective. Temporary Faculty are not entitled to Campus Hearing Committee or hearing officer review. These individuals may, however, request a name-clearing hearing before a hearing officer as set forth in Section X, paragraph C for name-clearing purposes if the termination is for a cause that is stigmatizing to the employee's reputation and the cause is published by the University.

- 1) Time of Notice. Notice of Dismissal may be given at any reasonable time.
- 2) Delivery of Notice. See Glossary for definition of "Notice."
- 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 cause claimed as justification for the Dismissal. In addition, the notice shall inform the Tenured Faculty member of the effective date of the dismissal and of his or her right to request review by the campus hearing committee and/or hearing by a hearing officer as provided in this Handbook.

c. Effective Date of Dismissal for Cause.

- 1) If no timely request for campus hearing committee review or hearing officer review is made, the day following the day on which the time for requesting such review expires, or any subsequent day designated in the notice; or
- 2) if a timely request for campus hearing committee review or hearing officer review is made, the day on which the hearing officer gives notice to the Tenured Faculty member of an initial decision upholding the dismissal, or, if the Tenured Faculty member elects not to seek review of any earlier stage of the review proceedings, the day after the day on which the time for seeking review of that stage normally expires.

d. Salary and benefits remain in force until the effective date of a Dismissal.

e. Appeal of the Notice of Dismissal for Cause. Tenured Faculty who have been notified of Dismissal for cause may initiate an appeal of the decision using the following procedure:

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- 1) Within fourteen (14) calendar days after receiving a Notice of Dismissal for cause the Tenured Faculty member may dispute the Dismissal by giving the President a written reply to the notice, setting forth, in detail, the reasons for disputing the Dismissal, any relevant new information not already provided to the President and any mitigating circumstances. If the Faculty member intends to assert that the Dismissal violates a statutory or constitutional right of the Faculty member, that assertion shall be contained in the reply.
 - 2) The reply must be received by the Office of the President within the 14-day period, except that in case of hardship, as determined by the President, a later reply may be given effect.
 - 3) The President shall notify the Tenured Faculty member within seven (7) calendar days after timely receipt of the reply to the dismissal notice that the Dismissal for Cause is affirmed, rescinded, or modified unless the Tenured Faculty member properly requests a Campus Hearing Committee or Hearing Officer review as provided in this Section XI.
- f. Campus Hearing Committee Review. The option of a Campus Hearing Committee Review provided by this subsection applies only to Tenured Faculty. It does not apply to Tenured Faculty or any other Professional Personnel who are being dismissed for alleged violations of the Anti-discrimination Policies. It is not available to Exempt employees or Temporary Faculty who are being dismissed.
- 1) If a Tenured Faculty member desires review of the Dismissal decision by a campus hearing committee, the Faculty member shall give the President notice of this election in the reply, and shall identify the name, address and telephone number of the individual the Faculty member selects to serve on the campus hearing committee.
 - 2) Within seven (7) calendar days after the President receives the notice requesting review by a campus hearing committee, the President or designee, shall select an individual to serve on the campus hearing committee and shall give notice to the Faculty member of this selection. The President or designee shall simultaneously give notice to the first two members of the campus hearing committee that they are required to select a third member for the committee and give the Faculty member and the President notice of the third member's name, address and telephone number within seven (7) calendar days after they receive the President's

notice.

- 3) All members of the campus hearing committee must be Employees-in-good-standing with the University and must not be personally involved in the issues that are stated as cause in the Notice of Dismissal or as defenses in the reply.
- 4) Proceedings of the campus hearing committee shall be informal and shall be governed by such rules of procedure as the committee may reasonably adopt.
- 5) The campus hearing committee shall schedule a meeting with the Faculty member and the President to occur within seven (7) school days after the committee is formed, or such later date as the committee and parties agree upon. At this meeting, the Faculty member and the President shall have a fair opportunity to present relevant information and documentation regarding their positions. The Faculty member may have a representative present at the meeting who is there as a witness and not as a participant. The President, similarly, may have a witness present.
- 6) All meetings and activities of a campus hearing committee are confidential personnel proceedings, unless otherwise required by the provisions of the Colorado Public (Open) Records Act.
- 7) The campus hearing committee shall attempt to resolve the dispute by written agreement acceptable to both the Faculty member and the President. The committee has ten (10) school days after meeting with the Faculty member and the President (or ten school days after the scheduled meeting if the Faculty member fails to attend) to reach a mutually acceptable resolution of the dispute (signed by the Faculty member and the President) or in lieu of an agreement to give a written recommendation to the President regarding the dismissal decision. The committee is not required to resolve the matter or to give recommendations, but may do so. After the ten (10) School Day period, the committee loses jurisdiction of the matter and the President's decision becomes final, unless the Tenured Faculty member requests hearing officer review.

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- g. Hearing Officer Review – Appeal of Dismissal by Tenured Faculty. If the campus hearing committee fails to resolve the matter within the time period specified above, or if the Tenured Faculty member elects not to request campus hearing committee review, the Tenured Faculty member is entitled, upon timely application, to a full and fair hearing before a hearing officer.
- 1) An application for hearing before a hearing officer must be in writing and is timely if it is received by the President either (1) within seven (7) calendar days after the campus hearing committee fails to resolve the appeal; or (2) if the Tenured Faculty member does not request a hearing officer review in his or her reply and the request for hearing Officer Review is included in the Tenured Faculty member's timely reply to the Notice of Dismissal filed pursuant to Section XI, paragraph 4.e(2).
 - 2) Within fourteen (14) calendar days after receipt of the Faculty member's request for hearing, the President shall give to the Faculty member a list of three members of the University's hearing officer panel.
 - 3) The Faculty member shall give notice to the President within seven (7) calendar days after receipt of this hearing panel list as to which panel member the Faculty strikes from the list.
 - 4) Within seven (7) calendar days after receipt of the Faculty member's strike choice, the President shall strike one name from the list and give the Faculty member notice of the remaining person, who will serve as hearing officer.
 - 5) 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, such as the expenses for transcripts, witnesses, and attorneys.
 - 6) 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 during the hearing process. The President is entitled to legal counsel by the Attorney General or designee. The hearing officer shall give notice of a hearing to be held as soon as practicable and shall give notice of the date, place, and time of the hearing to all parties and to the Chair of the Board of Trustees. The Notice of Dismissal and the reply of the Faculty member, shall be deemed to be the pleadings for purposes of the hearing. Either party may submit exhibits and

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witness testimony or sworn affidavits at the hearing. The Hearing Officer does not have the authority to issue subpoenas to witnesses or mandate testimony or attendance at the hearing. Therefore, it is the duty of the parties to arrange voluntary participation by their witnesses.

- 7) At the hearing the burden is on the Tenured Faculty to establish by a preponderance of evidence that the President did not have sufficient cause for dismissal. The burden of going forward with the evidence and the burden of persuasion also rest upon the Faculty member with regard to any assertion contained in the reply. No evidence may be admitted at the hearing which is not relevant either to a cause stated in the Notice of Dismissal or to an assertion contained in the reply.
- 8) The hearing shall be recorded by a court reporter or electronically recorded. The choice of recording method shall be at the discretion of the President. Exhibits and oral testimony may be presented at the hearing.
- 9) Within fourteen (14) calendar days after the hearing, 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. The hearing officer shall cause the initial decision to be delivered to the Faculty member and to the President within this fourteen-day period.

h. Trustees' Review.

- 1) The hearing officer shall within fourteen (14) calendar days of the hearing transmit his/her initial decision, along with the record and the findings of fact and conclusions, to the Chair of the Board of Trustees for review by the Trustees.
- 2) Either party may appeal the hearing officer's initial decision to the Trustees. The notice of appeal together with a statement of the party's specific exceptions to the hearing officer's initial decision and a designation of the relevant parts of the record to be considered must be received by the Chair of the Board of Trustees within twenty (20) calendar days after the date on which notice of the decision was given to the parties by the hearing officer unless the Chair extends the filing deadline for good cause shown. The party appealing shall serve a copy of this notice of appeal on the other parties. The other parties shall have ten (10) calendar days thereafter to designate

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additional parts of the record to be considered (see section 24-4-105 (15)(a) of the Colorado Revised Statutes). If the parties choose not to appeal or if the notice(s) of appeal is/are not timely filed, the initial decision of the hearing officer shall become the final decision of the Trustees without further proceedings or notice to the parties.

3) The Trustees shall review and take action on the initial decision of a hearing officer.

i. 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.

j. Mootness of Proceedings.

1) If the issues raised by a Notice of Dismissal or Nonrenewal become moot, 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 notice is given of such rescission to the Faculty member.

B. Reassignment and Termination of Exempt Employees

1. Reassignment of Exempt employees. The President has authority to reassign Exempt employees to any other Professional Personnel position in the President's discretion without cause or advance notice of reassignment. The authority to reassign Exempt Employees may not be sub-delegated to subordinate officers or employees of the University. Reassignments may not be grieved or appealed

2. Termination of Exempt Employees

- a. Exempt Employees. Under article 19 of title 24 of the Colorado Revised Statutes and this Handbook, Exempt Employees are employees-at-will and may be terminated at any time, with or without cause or advance notice of termination. No pre-termination promise, contract or other agreement purporting to employ Exempt Employees for fixed terms shall be valid or enforceable against the State of Colorado, the University, the Trustees, or any of their officers or employees, nor shall any compensation, whether as a buy-out of the remaining term of any assignment, as liquidated damages, or as any other form of remuneration, be owed or paid to Exempt Employee upon or after termination except for compensation that was earned prior to the date of termination prorated to such date.
- b. Advance Notice. Advance notice of termination or reassignment is not required but may be given as a courtesy to Exempt employees. In no event shall failure to give such notice entitle Exempt employees to reinstatement, back pay, damages or any form of post-employment compensation.
- c. Severance Pay. Notwithstanding the prohibition against paying unearned post-employment compensation to terminated Exempt employees, the Trustees, at their option and in their sole discretion, may award severance pay consisting of:
 - 1) payment of up to a maximum of three months of salary; and
 - 2) the provision of up to a maximum of three months of employee benefits to terminated Exempt employees.

Such severance pay must be approved no earlier than at the time of termination. No pre-termination promise, contract or other agreement purporting to entitle Exempt employees to severance pay or any other form of post-employment compensation shall be valid or enforceable against the State of Colorado, the University, the Trustees, or any of their officers or employees.

- d. Exempt employees with Faculty Tenure. Terminated Exempt employees who possess Faculty Tenure and, under certain circumstances, terminated Exempt employees who held Tenure-track Faculty positions before transferring to Exempt employee, may return to the Faculty in accordance with this Handbook.
- e. Source of Authority. The Trustees delegate to the President the authority to terminate and, at his or her discretion, award severance pay to Exempt

employees under his or her supervision. The authority to terminate Exempt employees and award them severance pay may not be sub-delegated to subordinate officers or employees of the University.

- f. Review of Terminations. Exempt employees who are terminated without cause may not grieve or appeal their termination. Exempt employees who are dismissed with cause, which cause is stigmatizing and is published by the University, may request a name clearing hearing as set forth in Section X, paragraph C.

C. Temporary Suspension During the Pendency of Termination, Disciplinary or Criminal Proceedings

1. Definition. Suspension during the pendency of termination, disciplinary, or criminal proceedings is a temporary measure meant to protect Faculty, staff, students, and Affiliates of the University. A temporary suspension imposed under this Section is not itself a disciplinary action and the employee may be suspended only with full pay and benefits.
2. Grounds. Professional Personnel may be temporarily suspended if the President has probable 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, student body or Affiliates;
 - b. That the presence of an individual on campus threatens to impair or disrupt the University's teaching functions, administrative functions, or the investigation of circumstances and the individual has:
 - 1) allegedly engaged in conduct that will justify termination for cause if proved by a preponderance of evidence, or
 - 2) has been charged by law enforcement authorities with a criminal offense that reflects adversely on his or her fitness as an employee.
3. Procedures.
 - a. Notice of immediate, temporary suspension may be given by any practicable means.
 - b. Before suspension, or no more than seven (7) calendar days after an individual has been suspended, the individual shall be given notice of the reasons for the suspension, followed within seven (7) calendar days, by an opportunity to meet with the President to contest the reasons for suspension,

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present information regarding mitigating circumstances or affirmative defenses, or otherwise explain his or her conduct.

- c. Within seven (7) calendar days after the meeting with the President (or, if the individual refuses or fails to attend the meeting, within seven (7) calendar days after the scheduled date of the meeting), the President shall decide whether to continue the suspension pending the outcome of the termination, disciplinary, criminal or other proceeding, or rescind the suspension. Notice of the President's decision shall be given as "Notice" is defined in the Glossary. Notice shall state the duration of the suspension.
 - d. The President has the right to end the suspension at any time within the duration stated in the Notice. The President shall inform the Trustees of any suspension of longer than ten (10) calendar days. Any paid suspension of longer than ten (10) calendar days of an Administrative employee must be approved by the Trustees (see Leaves section).
4. Salary and benefits shall remain in force for the duration of any suspension, unless this would violate state law or regulation.

A. Professional Responsibility

Lists of specific unprofessional or unethical acts are inevitably incomplete or susceptible to overly broad or narrow interpretations. Professional Personnel shall be guided by a common sense interpretation and application of the general standards of professional conduct summarized in this section.

B. Academic Responsibilities

1. Professional personnel, guided by a deep conviction of the worth and dignity of advancing knowledge, recognize that they have special responsibilities to their profession, students, colleagues and university.
2. 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.
3. Although professional personnel may pursue other interests, they do not permit these interests to seriously hamper or compromise their freedom of inquiry.

C. Responsibilities to Students

Professional personnel shall:

1. 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;
2. Teach by example the highest scholarly, professional and ethical standards of their disciplines;
3. Make every reasonable effort to foster honest academic conduct;
4. Ensure that each student's evaluations reflect his or her actual performance;
5. Acknowledge significant academic or scholarly assistance from students;
6. Demonstrate respect for students as individuals;
7. Respect the legally and ethically confidential nature of their relationship with students; and

8. Avoid exploiting, harassing, threatening, intimidating or discriminating against students.
9. Recognize that assigning instructional materials of which a member of the faculty is the author and from which he or she receives royalties or other income may violate faculty duty to students. To avoid the appearance of any impropriety, no member of the instructional staff of the University shall personally profit from the assignment of materials, or assignment of the venue of purchase of materials, to students in classes or any other instructional setting at the University without the approval of the department head and the Vice President of Academic Affairs.

D. Responsibilities to Colleagues and Staff

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

1. Respect and defend free inquiry by their colleagues;
2. Exhibit due respect for the opinions of others in exchanging criticism and ideas;
3. Acknowledge their academic debts;
4. Strive to be objective in their professional judgments of colleagues and staff; and
5. Avoid exploiting, harassing, threatening, intimidating or discriminating against colleagues and staff.

E. Responsibilities to University

As employees of a state-supported academic institution, Professional Personnel shall:

1. Seek to be effective teachers, scholars, auxiliary employees, and administrators;
2. Observe institutional policies that do not contravene academic freedom. Although professionals have the right to criticize and seek changes in institutional policies and local, state and federal laws and regulations, they have a corresponding obligation to comply with policies published in this Handbook and with other institutional, local, state, and federal laws and regulations unless and until such policies, laws and regulations are changed;
3. Give due regard to their paramount institutional responsibilities in determining the amount and character of work done outside it; and

4. Recognize the impact of their decision upon the program and institution when considering the interruption or termination of their services, and give due notice of their intentions.

F. Responsibilities as Citizens

As members of their communities, Professional Personnel shall:

1. Have the same rights and obligations as other citizens, but exercise their rights and measure the urgency of their obligations in the light of their responsibilities to their profession, discipline, students, and institution.
2. Neither intentionally create the impression of speaking or acting for their institution 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 their institutions with political institutions or parties;
3. As citizens engaged in a profession that depends on freedom for its health and integrity, promote conditions conducive to free inquiry and further public understanding of academic freedom; and
4. 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.

G. Alcohol and Drug Prohibitions

1. The unlawful manufacture, distribution, sale, dispensation, possession or use of alcohol or controlled substances in the workplace, on the property, in a state-owned vehicle, or as part of the activities of the University by Professional Personnel is prohibited, except as set forth in the Trustees' Policy Manual, Section 4.13.
2. "Controlled substance" means a drug listed in Schedules I through V of 21 U.S.C. 812 and related federal regulations, as they may be amended from time to time, and Article 18 of Title 18, of the Colorado Revised Statutes, Uniform Controlled Substances Act of 1992, as it may be amended from time to time. "Controlled substance" shall include controlled substance analogs as defined by federal and state law. This list includes but is not limited to cocaine, marijuana, marijuana concentrate, cathinones, any synthetic cannabinoid, and salvia divinorum. It does

not include over-the-counter medications taken in accordance with the manufacturer's instructions, or drugs prescribed by a physician for the Employee when taken in the manner, combination, and quantity prescribed.

3. "Alcohol" shall mean any beverage containing not less than 0.5% ethyl alcohol by weight.
4. "Property" shall mean any real or personal property owned, leased, chartered or occupied by the University including, but not limited to, motor vehicles, boats and aircraft.
5. "Activities" shall mean any act or event sponsored or participated in by the University, including its constituent administrative units and approved student organizations. Without limitation, "activities" shall include all intercollegiate and intramural athletic events; faculty, staff and student meetings; conferences; field trips; retreats and all other acts or events for which the University (including approved student organizations) pays expenses, or provides facilities, services, supplies or transportation. "Activities" shall not include incidental work- or study-related activities performed in personal, off-campus residences (e.g. studying, class preparation, writing or reading) or purely social events, which are held off-campus and are organized or attended by students or employees solely in their personal capacities.
6. As a term of their employment, Professional Personnel shall:
 - a. abide by the terms of this policy;
 - b. notify the Human Resources Department of any criminal drug statute conviction no later than five (5) days after such conviction; and
 - c. not present at work or university activities while impaired by use of alcohol or controlled substance
 - d. not test positive at work or university activities for a controlled substance.
7. Any Employee who violates the provisions of this policy shall be subject to appropriate disciplinary action, which may include termination.
8. This policy is supplemental to and does not supersede or repeal other related State policies, including the State of Colorado Substance Abuse Policy promulgated by the Governor.

H. Violation of Standards of Professional Conduct

Professional Personnel who violate these or duly adopted and published University standards of professional conduct may be subject to disciplinary action up to and including termination of employment for cause. Examples of unacceptable conduct considered below University standards are given in the Termination section of this Handbook under Cause for Dismissal.

I. Intellectual Property

1. Copyright Policy

- a. **Encouragement of Scholarly and Creative Work.** In the course of teaching and professional development duties and other intellectual and administrative activity at the University, faculty, staff, student employees and others may create works that are protected by copyright. Federal copyright law provides that most original works of authorship are protected by copyright automatically when they are fixed in tangible form. Copyrightable works or authorship include, among other categories, books, articles and other written works; musical and dramatic works; images, photography, traditional and digital film, sculpture and other works of art; computer software; and electronic chip designs. Works created by faculty, staff, and student employees in the course of their responsibilities may be found in any of these categories. As a matter of fundamental policy, the University encourages the wide dissemination of scholarly and creative work produced by members of the University community, including copyrightable works.
- b. **Ownership.** Under the Copyright Act, the copyright to work created by a person in the course of his or her employment belongs to the employer rather than to the individual creator/author. The Act provides, therefore, that works created by faculty in the course of their teaching and professional development activities, and works created by staff members in the course of their jobs, are property of the University (exceptions include work funded extramurally). However, to encourage members of the academic community to write and to publish scholarly works, most universities do not assert their claims of ownership to certain scholarly works. Instead, books, articles, lecture notes and outlines, computerized “courseware” and other forms of scholarly writing intended to fulfill the regular classroom teaching and professional engagement responsibilities of faculty have traditionally been treated as the property of the author, who is entitled to determine how the works are disseminated and to keep any income they produce. In recognition of this longstanding academic tradition, the University disclaims ownership of works by faculty, staff, and students, whether in traditional or

nontraditional forms except in the following cases:

- c. **Assigned Tasks/Substantial Use of Resources and Work for Hire:** The University will jointly own the copyright to works created (a) by administrative/professional or classified staff in the course of their assigned duties or employment; (b) by student employees in the course of their assigned duties (“student employees” includes students who work on a University-funded project, with or without academic credit), or (c) by faculty as part of an agreed assignment, when the assignment explicitly states that the work will be owned by the University, or instances involving substantial use of University resources.
- d. **Substantial Use of Resources:** In the cases involving substantial University resources (beyond what is customarily provided to University employees) such as equipment, support staff, supplemental pay/stipends, off-loading of regular duties, gives the University a claim to ownership, in part or in whole, of the intellectual property created by the employee(s). Although sabbatical leave involves such a substantial commitment and use of resources, works created by faculty members on sabbatical leave traditionally will be treated as the property of the author.
- e. **Work for Hire:** Works specifically commissioned by University contract or undertaken as part of an explicitly designated job assignment, other than standard teaching responsibilities, shall be the property of the University.
- f. **Outside and Consultant Agreements.** When copyrighted materials are developed by an investigator in the course of sponsored research funded by an outside agency or organization pursuant to an agreement approved by the University, ownership will be determined by the applicable terms of the funding agreement, providing the agreement addresses the issue. When University resources are used to retain the services of a consultant or independent contractor for the specific purpose of creating a copyrightable or patentable work, the contract shall provide that the consultant will assign the work to the University unless the Vice President for Academic Affairs or President approves other terms.
- g. **Patentable Works.** When a copyrighted work is also patentable, such as certain computer software source code among other categories of work, the University’s patent policy will apply to it, notwithstanding any inconsistent provisions of this policy.
- h. **Online and Other Distance Learning Course Materials.** Online and other distance learning course materials (including course materials delivered over the Internet or a campus intranet, by TV or radio broadcasts, or fixed in

machine-readable digital storage media, videotape, or audio tape) are treated no differently than traditional educational materials. Therefore, unless substantial use of University resources is involved or the University paid for the material development, ownership will reside with the faculty member. In cases involving substantial use of University resources the faculty and University shall be joint-owners.

- i. Joint Ownership of Educational Materials.** The University recognizes that ownership and use of academic work created by faculty members may involve important consideration of academic integrity. Before entering a contract with an external public or private organization that would involve such academic consideration, the University will consider the faculty member's interest in using and protecting the integrity of the work, including but not limited to interests in: (a) using the work in future scholarly activity and employment; (b) controlling the use of the faculty member's name in association with the work; and (c) revising the work to assure that it is current and accurate. In recognition of faculty interests, educational materials created by a faculty member at the university, requiring substantial use of University resources will be jointly owned by the University and faculty member(s) who create the materials. The agreements would grant the institution and faculty member a nonexclusive right to use the work for non-commercial educational purposes, while attending to issues of attribution and revision.
- j. Special Circumstances.** Where the University makes an unusual and significant commitment of resources to a project the University and faculty shall be joint-owners of works created. The President or Vice President for Academic Affairs will determine whether such commitments exist in a particular case. When feasible, the President or Vice President for Academic Affairs will make this determination before the work is created and at the beginning of a project, and will so inform the faculty or other responsible party. Although sabbatical leave, by its very nature, involves a significant commitment of resources, works created by faculty on sabbatical leave traditionally have been treated as the property of the author. Except as provided in subparagraphs of this policy, the University disclaims ownership of works by a faculty on sabbatical leave. Works that do not meet the criteria stated in subparagraphs a through e above, and works created by a University employee outside the scope of employment and without the use of institutional assistance, support, facilities or resources shall be the exclusive personal property of the employee. In any case in which there is a question about the ownership of a work, the President or Vice President for Academic Affairs will decide the issue.

Note: It is acknowledged and recognized that the University has the right to

access and make use of instructional materials for the duration of a course in instances where faculty may choose or be unable to complete a course they are teaching.

2. **Students.** Because students who are not University employees may work with faculty or other University employees on intellectual property in which the University claims an interest as provided herein, the Copyright Act does not automatically grant the University ownership of the copyright to student work. However, to assure fairness, students who serve on University-funded projects, with or without salary and with or without academic credit, are covered by this policy as student employees. Students acting in such capacity are subject to this policy as a condition of their enrollment, employment, or association with the University-funded project. Students will be the sole owners of works that they create solely in their capacity as students or individuals, and not as “student employees” as that term is defined above.
3. **Use of Income from University-Owned Works**
 - a. **Division.** Income which the University receives from the commercial licensing, sale, lease, or other commercial use of copyrighted works owned by the University will be shared as determined by the University in its sole discretion. The University will ordinarily share fifty percent of net revenues from such commercial uses with the individual employees who created the work; and in instances of joint ownership.
 - b. **Disposition of University Shares.** The portion of net income that is not paid to the creator(s)/author(s) of a work will be used as determined by the University in its sole discretion.
 - c. **Assistance from the University.** A faculty, staff, or student employee who has created and under this policy owns or co-owns a copyrighted work, and who wishes to engage the resources of the University for assistance in licensing or otherwise exploiting the copyright, may request such assistance from the Office of Academic Affairs or other office designated by the Board. If the University provides such assistance, all net income from its licensing efforts will be shared between the University and the creator(s)/author(s) as provided in paragraph 4 above.
 - d. **Authors are Responsible for Registering and Defending their Copyrights.** Except as provided in paragraph 4, faculty, staff, and students are responsible for identifying, registering and taking legal action necessary to register, protect and defend their copyrights and any related rights to or arising from the development of educational materials in which the University has disclaimed ownership interests.

4. **Patent Policy**

- a. **Encouragement of Patents.** In the course of teaching, professional development, and other intellectual and administrative activity at the University, faculty, staff, student employees (as defined above), and others may make discoveries or inventions both patentable and practical. Encouraging such inventions in appropriate ways both supports the public interest and is consistent with the advancement and dissemination of knowledge, which is a primary goal of the University. The University's patent policy establishes the procedure to be followed in the administration of inventions which result from teaching, professional development, and other intellectual activity performed under University auspices as defined and clarified in paragraph 6 below.
- b. **Purpose of Patent Policy.** The purposes of this patent policy are (a) to help assure, in the public interest, that the patentability (or other means of protection) and practicality of inventions will be evaluated by qualified persons, and that the income from inventions will be used to support professional development or other desirable University activities; and (b) to allocate remuneration between the inventor or inventors (hereinafter the "inventor") and the University if the invention produces net revenues from commercial use.
- c. **Procedure as to Inventions.** The purpose of this policy is to provide a procedure for placing in the public realm the fruits of research, while safeguarding the interest of the University, faculty, students and sponsors.
- d. **Patent Applications.** Inventions described in paragraph 1 shall be reported promptly in writing to the President or Vice President for Academic Affairs. The President or Vice President for Academic Affairs, with the advice of legal counsel, shall conduct an initial screening followed, if appropriate, by a detailed evaluation of the invention. The evaluation may be conducted internally or referred to an external organization. After the evaluation, the University, with or without the assistance of an external organization, may make application for letters patent or other means of protecting and marketing the invention. At the President's or Vice President for Academic Affairs' request, the inventor shall execute assignments or other documents assigning to the University co-ownership of all rights in the invention and any patent applications or resulting patents on the invention. The University will retain co-ownership/co-title to patent applications and resulting patents. If the University decides that it does not wish, and/or has no obligation to participate in patenting or licensing an invention, the University may

release the University's interest in the invention to the Inventor, and the Inventor shall then be free to dispose of the invention as he or she wishes.

e. **License Agreements.**

- 1) If the University decides to participate in patenting or licensing an invention, the University will seek to enter into appropriate licensing arrangements to commercialize the invention. The University's objectives are to assure the development of its technology in furtherance of its own educational mission and to the benefit of society in general. Therefore, as a general policy, the University will establish license terms that further these objectives. Exclusive licenses will be granted if it appears to the University that this is the most effective way of ensuring that development will proceed to the point that the public will benefit. Any exclusive license agreement will protect against the licensee's failure to develop and market the invention within a specified time.
- 2) Grants or contracts sponsored by government agencies and private businesses typically include a section covering patents on future inventions, if any. When deemed appropriate, the sponsor may be granted a license to any inventions developed during the term of the grant or contract in accordance with the policies outlined in (1) above.

f. **Division of net revenues.** The net revenues as defined below shall be divided between the Inventor(s) (as defined under the patent law) and the University as follows: 50% to the inventor(s), 50% allocated to University purposes pursuant to paragraph 5. As used in this document, the term "inventor" may represent two or more individuals. These individuals will be expected to agree among themselves on the fractional distribution of the "inventor" share of any net revenues. A written agreement must be signed by all the individuals involved, and deposited for the record in the President's or Vice President for Academic Affairs' office. If no written agreement has been deposited at the time of a distribution of net revenues, the inventors' share of such distribution shall be divided equally among the inventors.

g. **University Use of Net Revenues.** The University's share of net revenues will be used for such University purposes as the President shall determine.

h. **Inventions Not Under University Auspices.** Inventions by University employees usually result from teaching, professional development, or other intellectual activity involving University facilities or personnel.

Accordingly, inventions by University employees must be reported to the President or Vice President for Academic Affairs' Office. If the University determines that an invention by a University employee is unrelated to the activities for which the individual is employed and has not involved the use of University facilities, property, or personnel, the University will make no claim to such an invention. All inventions made or conceived under circumstances involving University facilities, property or personnel are the joint property of the University and inventor.

An invention made by a faculty member in the course of a paid consulting engagement for a company may be assigned to the company only if it is unrelated to the activities for which the faculty member is employed by the University and it was not made or conceived under circumstances involving University facilities, property, or personnel. Such an invention will be considered unrelated to the activities for which the faculty member is employed by the University if the invention arises directly out of consulting activity paid for by the company, and, for example, it is made in response to a problem posed by the company or is based on nonpublic information provided by the company to the faculty member for use in the consulting engagement. Inventions made by University faculty in the course of consulting, and any assignments of rights to such inventions, must be reported promptly to the President's or Vice President for Academic Affairs' Office. The University will agree to abide by reasonable confidentiality restrictions for disclosures of inventions and assignments made in the course of consulting.

An invention will be considered not to have involved the use of University facilities if no University facilities or resources (including but not limited to space, computers, laboratory equipment and supplies), no University-administered funds, no University property and no University personnel other than the faculty member himself or herself, are involved in the conception or reduction to practice of the invention.

- i. **When Arrangements with Outside Organizations Override this Policy.** Arrangements with outside people and organizations that propose terms which are exceptions to this policy must be submitted to the President or Vice President for Academic Affairs for review. If approved by the University the terms shall be binding upon all members of the faculty, staff, and employees of the University conducting such projects or utilizing such facilities, and will supersede the provisions of this patent policy to the extent that the terms are inconsistent herewith.
- j. **Inventions by Staff Resulting from Performance of the Responsibilities of Their Employment.** If administrative/professional or

classified staff make commercially valuable discoveries or inventions in the course of carrying out their assigned duties (e.g., the employee received a salary or wage for the purpose of developing the discovery or invention or for work which directly resulted in the discovery or invention), there is no presumption that the University will share any resulting net revenues with the employee. The University does not share revenues except in cases where it appears that the invention or commercially valuable property has not resulted from the performance of assigned duties. However, the President or Vice President for Academic Affairs may decide to share revenues on any basis.

- k. **Governmental Rights in Certain Inventions.** Current governmental regulations permit educational institutions to retain rights and title to patentable inventions which result from federally funded experimental, developmental and research work. Retention of rights by a University is contingent upon the satisfaction of a number of obligations by the University and the inventor(s). These obligations must be met to protect the parties' interests. Though the University may retain rights and title to such patentable inventions, the federal government retains a royalty free license and places certain other restrictions upon the ultimate disposition of the patent(s). Details of the implementing regulations may be obtained from the Office Sponsored Programs. Members of the University community who apply for and receive federal funding to support research or who use federal monies in the conduct of their research must execute a written agreement that they will promptly disclose patentable inventions to the University and will execute all instruments necessary to protect the rights of the government and/or the University. Forms for this agreement will be provided to all faculty and will be available for faculty and other participants through the Office of Sponsored Programs.
- l. **Revocation or Amendment.** This patent policy is subject to revocation or amendment by the Board of Trustees in its sole discretion. In case of doubt as to the interpretation of this patent policy, the President or Vice President for Academic Affairs will provide a definitive interpretation. This patent policy is effective as to all inventions/discoveries made on or after the date of adoption.
- m. **Distribution of copyrighted materials or intellectual property by network user**
 - 1) Colorado Mesa University complies with the Higher Education Opportunity Act (HEOA) and strictly prohibits students, faculty and staff from the unauthorized distribution of copyrighted material and intellectual property, including the unauthorized peer-

to-peer file sharing using the University's information technology system. The unauthorized distribution of copyrighted material, including unauthorized peer-to-peer file sharing, may subject the students and employees to civil and criminal liabilities. For more information please see: Colorado Mesa University Policy and Plan to Combat Unauthorized Distribution of Copyrighted Material and Peer-to-Peer File Sharing.

- 2) The University, through the information technology department, has developed a HEOA-compliant plan and policy to effectively combat the unauthorized distribution of copyrighted material, including through the use of a variety of technology-based deterrents; and, to the extent practicable, offers alternatives to illegal downloading or peer-to-peer distribution of intellectual property.
- 3) The plan includes a description of the University's policies with respect to unauthorized peer-to-peer file sharing, including disciplinary actions that are taken against students, faculty and staff who engage in unauthorized distribution of copyrighted materials using the institution's information technology system, and a summary of the penalties for violation of federal copyright laws.

5. **Definitions:** For purposes of this policy:

- a. "Intellectual property" means a work, creation, invention or idea that can be owned, protected or controlled under the laws of the United States, the state of Colorado, or other governments, concerning copyrights, patents, and similar legal interests.
- b. "Copyright" is the exclusive right of the owner to reproduce a work, prepare derivative works, distribute the work by sale or otherwise, and display or perform the work publicly. Copyright subsists in "original works of authorship" as defined by law, which have been fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. In contrast to a patent, which protects an "idea," copyright protects the "expression" in the particular work.
- c. A "patent" is a grant issued by the U.S. Patent and Trademark Office or a similar right granted by a foreign country. Generally, in the United States, a patent gives an inventor of a novel, useful, and nonobvious creation, invention, or idea the right to exclude all

others from making, using or selling the invention within the United States, its territories and possessions for a period of 20 years after the U.S. Filing Date of the parent patent application. Patent procedures, criteria for patentability, and terms in foreign countries vary considerably from country to country.

- d. “Creator,” “Inventor,” and “Author” are used in this policy to describe any person who possesses or claims any legal rights to intellectual property through conception, creation or other lawful means of acquisition.
- e. “Contractor” is any person or entity that receives payment for goods and/or services that is reported by the University to the Internal Revenue Service on form 1099.
- f. “Net revenues” or “net income” means gross income received from the commercial uses of intellectual property (including but not limited to earnings, gains, investments, license fees, rents, royalties, or sales) less all direct or indirect costs of producing, protecting, and enhancing the value of the intellectual property (including but not limited to personnel costs and overhead, consulting fees, legal fees, and the other costs associated with securing the copyright or patent, for defending it against claims of infringement, and for licensing, marketing, or otherwise using the work for commercial purposes).
- g. “Commercial,” when used in this policy to describe the transfer, sale and/or other use of intellectual property owned by the University, shall refer to a use that is intended to produce profit or net revenues in the commerce of intellectual property. The word shall not include uses of intellectual property for the education of students duly enrolled in the University, or for other non-profit educational purposes. The University will not share net revenues with the creator/author or inventor for such non-profit educational uses.

6. **Summary of Copyright Law Fair Use Provisions and Agreement on Guidelines for Classroom Copying**

Section 107 of the Federal Copyright Law Revision of 1973, provides that “fair use” of a copyrighted work, including use by reproduction in copies, for purposes such as “teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright.” The four statutory criteria used to

determine whether the use made of a work in any particular case in a fair use include:

- a. The purpose and character of the use, including whether such use is of a commercial nature or is for non-profit educational uses;
- b. The nature of the copyrighted work;
- c. The amount and substantially of the portion used in relation to the copyrighted work as a whole; and
- d. The effect of the use upon the potential market for or value of the copyrighted work.

An agreement between an Ad Hoc Committee and an author-publisher group entitled "*An Agreement on Guidelines for Classroom Copying in Not-For-Profit Educational Institutions*" states the minimums that may be copied without infringement regarding single copies for teachers and multiple classroom copies, and contains prohibitions applicable to both.

In summary, the agreement specifies that faculty/teachers may make single copies of these items: a chapter from a book; an article from a periodical or newspaper; a short story, essay, or poem; or a chart, picture, etc. Multiple copying for classroom use cannot exceed the numbers of pupils in a class; must meet strict tests of brevity, spontaneity, and noncumulative effect; and must include a notice of copyright. "Brevity" is defined in strict and arbitrary volume terms; e.g., no more than 250 words from a poem, between 500-1000 words of prose but up to 2500 words of a complete article. "Spontaneity" requires teacher inspiration and time pressures that make it unreasonable to request permission. "Cumulative effect" limits copying by each instructor of a given item to only one course in the school, not more than nine instances of multiple copying for one course during one class term, and not more than one item from the same author nor three from the same collective work or periodical volume during one class term. Under the guidelines

copies may not: (a) be used as substitute for anthologies, compilations or collective works; (b) be made of "consumables" such as workbooks; (c) be a substitute for purchases, be directed by higher authority, or be repeated with respect to the same item by the same teacher from term to term; or (d) be the subject of a charge to the student beyond actual copying cost.

Videotaping of television programs for classroom use from commercial television programming should be tested by the above statutory criteria for fair use. Before videotaping television programs for classroom use from a public broadcasting

agency, the University should contact the local public broadcasting station as to the list of programs which schools may record off-the-air.

Institutional employees desirous of using copies of material created by others are responsible for determining its copyright status and should obtain written permission from the copyright owner before using the material except when the “fair use” criteria stated above are met.

J. Conflict of Interest and Conflict of Commitment: Explanations, Code and Examples

1. Background: This policy is a further elaboration of both the Board of Trustees Professional Policy Manual Section 1.12: *Conflict of Interest and Code of Ethics*, and the Professional Personnel Employment Handbook Section VIII.F: Outside Employment.

Colorado Mesa University encourages and supports outside interactions of its faculty and student employees with federal, state, and local governments, and with business and industry as important parts of their research, education, and public service activities. Similar opportunities may also be encouraged for University staff members as well.

Since outside interactions carry an increased potential for conflict of interest and/or commitment, either actual or perceived, Colorado Mesa University has adopted procedures for identifying potential conflicts through annual disclosure, and rigorous and consistent review of such disclosures. A disclosure in and of itself is not suggestive of any impropriety; rather, it is customary and usual and benefits both the individual and the University. Indeed, full disclosure of relevant information and the establishment of a public record are in the best interest of both the Colorado Mesa University and its faculty and student employees.

2. Completing the Disclosure Forms: As you complete your disclosure forms, this document is intended to provide guidance to:
 - discern situations that might interfere with your obligation to avoid activities and/or situations which may result in a conflict of interest or conflict of commitment with your University duties;
 - make decisions objectively and ethically across a wide range of financial and non– financial activities;
 - clarify the University’s expectations about disclosure of such situations and activities.

Conflicts of interest and/or commitment can arise naturally from an individual’s engagement with situations outside the University, and the mere existence of a conflict does not necessarily imply wrong-doing on anyone’s part. When conflicts

of interest and/or commitment arise, they must be recognized, disclosed, and either properly managed or eliminated.

3. **Definition: Conflict of Commitment:** A conflict of commitment or an appearance of conflict of commitment occurs when the commitment to external activities of a faculty and staff member adversely impacts, or appears to impact, his or her capacity to meet University responsibilities. This form of conflict is typically recognizable through a perceptible reduction of the individual's time, focus, and/or expertise devoted to University activities. This may include outside services, dual employment, consulting or other activity, regardless of the location of those activities (on or off campus), the type of entity (for-profit, not-for-profit or government), or the level of compensation (compensated or unpaid).

4. **Definition: Conflict of Interest:** A conflict of interest or an appearance of conflict of interest exists when an individual has an external professional, financial, or personal interest that directly or indirectly affects, or provides an incentive to affect, his/her judgement in conducting of University activities.

Professional activities that generally are related to one's University position typically do not present a conflict of interest. These activities are considered part of the individual's job, carried out during normal working hours with full use of University resources. Examples include participation in work-related conferences, seminars, advisory panels, etc., as well as service as a trustee, director, or advisor of an external organization at the request of or with support from Colorado Mesa University.

Individuals who need time off to participate in professional activities that are not considered to be part of one's job, including volunteering and outside business or professional interests, may be at risk of conflict of interest or commitment. When consulting with outside organizations, Colorado Mesa University employees should discern which situations might lead to a conflict of commitment or conflict of interest and/or commitment such as engaging in activities that require substantial time or leverage University status for monetary gain with no benefit to the University. In all cases, individuals should disclose such situations and either develop a plan for conflict management or eliminating the conflict with disassociation.

Upfront disclosure by employees is critical for avoiding conflicts of interest/commitment. In determining if an activity has potential for conflict employees should consider: (1) will there be remuneration; (2) will there be reimbursed for expenses; (3) does the relationship provide a direct or indirect benefit to the University; (4) is the activity consistent with the mission of Colorado Mesa University, and support current or potential relationships with the

University; and (5) are there trips or support involved that could potentially appear or may appear lavish.

5. Colorado Revised Statutes: The following are specific conflicts of interest that are detailed in the Colorado Revised Statutes.

a. Use of Confidential Information for Personal Benefit. [C.R.S. 24-18-104-(1)(a)] : A local government official or employee shall not: *“Disclose or use **confidential** information acquired in the course of his official duties in order to further substantially his personal financial interest.”*

“Financial interest” is defined as a substantial interest held by an individual which is:

- i. An ownership interest in a business;
- ii. A creditor interest in an insolvent business;
- iii. An employment or prospective employment for which negotiations have begun;
- iv. An ownership interest in real or personal property;
- v. A loan or any other debtor interest;
- vi. A directorship or officership in a business. (24-18-102-(4), C.R.S)

b. Accepting Gifts or Economic Benefits as Rewards or Inducements. [C.R.S. 24-18-104- (1)(b)]: A local government official or employee shall not: Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value:

- i. Which would tend to improperly influence a reasonable person in his position to depart from the faithful discharge of his public duties; or
- ii. Which he knows or which a reasonable person in his position should know under the circumstances is primarily for the purpose of rewarding him for official action he has taken.”

c. Transactions With Those One Supervises or Inspects. [C.R.S. 24-18-109(2)(b)]: A local government official or employee shall not: *“Engage in a substantial financial transaction for his private business purposes with a person whom he inspects or supervises in the course of his official duties.”*

d. Acts Benefitting Ones Business or Client. [C.R.S. 24-18-109-(2)(b)]: A local government official or employee shall not: *“Perform an official act*

directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial interest or is engaged as counsel, consultant, representative or agent.”

6. Conflicts of Interest and Commitment in Research Activities and Sponsored Projects
 - a. Conflicts Associated with Research Activities
 - i. Conflicts of interest in research arise when financial, professional, or other personal considerations compromise, or have the appearance of compromising an employee’s judgment in the design, conduct, or reporting of research. The potential bias which may result from such conflicts of interest may impact the collection, analysis, and interpretation of data, hiring of staff, procurement of materials, subcontracting, clinical referrals, sharing of results, choice of protocol, the use of statistical methods, the use of human participants, or otherwise influence the course of a research project.
 - ii. An employee may not review, approve, or administratively control contracts, grants, clinical trials, or other research collaborations when such contract, grant, clinical trial, or other collaboration pertains to a research project involving the University and a business or non-University intellectual property in which the employee or a family member has a significant financial interest or when the employee or a family member is an employee of the business and directly involved with activities pertaining to the research project. Absent compelling circumstances, employees may not directly participate in research involving human subjects if they have a significant financial interest in the sponsor of the research or any technology that could be affected by the outcome of the research. This presumption against human subjects’ research by financially interested individuals may be rebutted by compelling circumstances that are reviewed in advance by the Office of Sponsored Programs. No research with human subjects that involves a conflict of interest may receive final approval from the Institutional Review Board until the conflict of interest is addressed under this policy. Every employee involved in University research is responsible for learning about and complying with all other applicable policies and procedures.
 - b. Specific Requirements for Sponsored Projects

Section XII
PROFESSIONAL CONDUCT
Professional Personnel Employment Handbook

- i. Employees are expected to comply with applicable requirements pertaining to Conflict of Interest and Commitment in their research activities.
- ii. Before a project is proposed to a sponsor, Investigators are required to certify they have appropriately disclosed any Significant Financial Interests related to that proposal, including Significant Financial Interests that would reasonably appear to be affected by the proposal activities. This certification is required by all Investigators as a part of the Proposal Data Sheet submitted to OSPAR.
- iii. If required by a sponsor, the OSPAR will report the existence of any Conflict of Interest to the appropriate sponsor contact prior to the expenditure of any sponsor funds, and provide assurance that the interest has been managed, reduced, or eliminated. If a conflict is identified after this initial report, another disclosure must be made to OSPAR within thirty (30) days of that identification, and such conflict must also be managed, reduced or eliminated within thirty (30) days of that identification. If required by the sponsor, they shall be provided with a supplemental report detailing the conflict and its management.
- iv. If it is determined that a Conflict of Interest cannot be satisfactorily managed, the OSPAR will notify the appropriate sponsor contact if required.
- v. In situations where the University conducts PHS-funded Research through other entities such as subgrantees, subcontractors or collaborators (collectively, “subrecipients”), the OSPAR will take reasonable steps to ensure that Investigators working for subrecipients comply with the relevant Conflict of Interest regulations, either by requiring those Investigators to comply with this university policy or by requiring the subrecipients to provide assurances to the university that will enable the university to comply with relevant Conflict of Interest regulations. Subrecipients of university grants are required to report identified financial conflicts of interest to the university. In turn, the university will report to the university’s sponsor the existence of any conflicts of interests reported to the university by any subrecipients and obtain assurance from the subrecipients that the Conflict of Interest has been managed, reduced or eliminated. In the event that the failure of an Investigator to comply with this university policy has biased the design, conduct, or reporting of the funded research, the

university will promptly notify the appropriate sponsor contact of the corrective action taken or to be taken.

7. Examples of Conflict of Interest and Conflict of Commitment: The following examples illustrate situations where real or perceived conflicts of interest or commitment might occur and are intended to stimulate thinking about a variety of activities. Individuals should err on the side of disclosure when uncertain about whether the activity presents a real or perceived conflict of interest or commitment.
- a. Nepotism or Personal Relationships in the Workplace:
- A faculty member is considering hiring her daughter for a summer job in the department.
 - An employee who oversees his department's website seeks to hire his nephew to design a new homepage.
 - A faculty member's family owns an outside business. He wants to hire an employee from his company to work in a job that reports to him at Colorado Mesa University.
- b. Consulting or Other Outside Activities:
- A faculty member is asked to serve on a board of an organization based on her position at Colorado Mesa University. She was informed she would be reimbursed for travel expenses to attend quarterly meetings and would receive a small annual stipend for her participation. She, therefore, understands she would need to disclose the request to the university.
 - A faculty member would like to accept a volunteer position to sit on a board of a nonprofit organization that is not directly tied to Colorado Mesa University. Because the faculty member anticipates that his involvement with the organization could result in a significant amount of time spent away from the office and might affect his ability to complete work assignments on time, he realizes he needs to disclose the activity to the university.
 - A faculty member maintains her own technical consulting company outside of work. Another faculty member at the university is asked to hire her to do some personal computer work in the faculty member's home during the regular work day. Because the employee would be consulting during the regular work day, she would be paid her salary by Colorado Mesa University and also a stipend by the faculty member.
 - A faculty member owns various rental properties and wants to lease apartments to students from her department.

- c. Use of University Resources:
- A faculty member uses his office phone for his personal calls, which might incur additional monthly charges.
 - A faculty member is inquiring if she can take lumber and carpentry supplies left over from a University project for personal use.
 - A faculty member is responsible for budgeting and ordering catering service for various events that are part of a university program. She wants to be able to take leftover food and beverages home for her own consumption. Others in the campus community would not have an opportunity to consume or share the leftovers.
- d. Gifts and Gratuities:
- As a “thank you gesture” to a faculty member who purchased supplies, a vendor sends the faculty member four tickets to a golf outing at a local country club.
 - A student provided some outstanding work for a faculty member. The faculty member was very pleased with the quality of the work and would like to thank the student by sending him a \$100 gift certificate.
 - A group of faculty members work with an external consulting firm. As a “thank you” the firm invites the group to a local spa for a “special” day, which includes a catered lunch and gift basket for each person.
- e. Purchasing and Contracts:
- A faculty member who is part of a team guiding the design and construction of a new campus facility project is asked to participate in the selection of an architectural firm in which her brother-in-law is a partner.
 - A faculty member conducting research wants to be able to purchase lab supplies from his wife’s company.
 - A faculty member hires an individual from the local community to help with grant funded project. He wants to use “petty cash” to compensate the individual.
 - A faculty member has funding to purchase a piece of equipment (over \$10,000), and finds a vendor that will give him a “good deal.” He works to make the purchase without allowing for additional vendors to be considered.

f. Solicitation and Distribution:

- A faculty member's family owns an electronics store. To increase business, he wants to distribute pamphlets to his colleagues to ask them to buy products. He offers to deliver the purchases directly to the office for free to provide them with a "convenient" shopping service.
- A faculty member's child is selling beautiful holiday gift wrap paper to raise money for his elementary school. The faculty member would like to ask his colleagues to help his son win a sales prize by purchasing as much as possible.

Section III.E.1 – RECRUITMENT AND HIRING

As per the Colorado Mesa University (CMU) *Professional Personnel Employee Handbook*,

Adjunct faculty appointments apply to temporary faculty normally hired to teach 18 course credit hours or less in an academic year. Adjunct faculty are compensated using the part-time faculty salary schedule or, in some instances, depending on the appointment parameters, may be paid based on an honorarium. Adjunct faculty hired to teach more than 18 course credit hours during the academic year may be benefits-eligible. Adjunct appointments may also be used to designate special and/or temporary research and/or grant-related faculty appointments. (Section III.E)

The designation of **adjunct research faculty member** is applied to qualified individuals for a limited affiliation with Colorado Mesa University for the purposes of advancing research and scholarship. Adjunct research faculty appointments are used when an individual's primary employment responsibilities lie outside the University. An adjunct research faculty appointment indicates that the individual is working for a limited, part-time portion of his/her work effort on research which is being funded through an extramural funding source that is managed by the University. Appointing departments may offer adjunct research faculty appointments at any research faculty rank, consistent with the person's professional qualifications. Adjunct appointments are typically for one year or less in duration and reviewed annually for potential multi-year projects.

Although the duration of an adjunct research faculty member appointment is pre-determined, Colorado Mesa University reserves the right to terminate the appointment at any time if deemed necessary. The adjunct research faculty classification may be used to confer employee status reflects that a position wherein the university provides no compensation for the employee, and instead processes payment provided from an intramural funding source provided the award is administered through the Office of Sponsored Programs and Academic Research (OSPAR). Grant funded projects administered by CMU must include a tenure/tenure track CMU faculty member as an investigator (either PI or co-PI) on the project. Payment for the work of the adjunct research faculty member will be at a rate established with the funding agency, minus appropriate indirect costs.

Adjunct research faculty have the same responsibilities as other faculty members to uphold the highest standards of academic and professional ethics and excellence whether on campus or off-campus:

- Effectively pursue activities as described in the appointment letter;
- Participate in activities consistent with the Mission of Colorado Mesa University and the academic department;
- Incorporate student learning or support as elements of their project-related activities;
- Promote the goodwill of Colorado Mesa University in their work within the broader community;

- Maximize collaboration with (and minimizes competition with) other CMU faculty members in the pursuit of extramural funding;
- Maintain professional links with at least one tenured/tenure-track faculty;
- Provide requesting information for a process of periodic review annually;
- Available to give at least one guest lecture per year;
- Consult with, and receive approval from the Academic Department Head (e-mail is acceptable) before using their Colorado Mesa University affiliation to promote themselves;
- Abide by Colorado Mesa University and funding sponsor policies and procedures for the solicitation, submission and management of external funding;
- Abide by regulatory and compliance requirements; and
- Follow commonly accepted scientific/professional practices in the performance of all projects.

Section IV – Benefits

E. Retirement

1. Public Employees Retirement Association (PERA)

- d. PERA retirees, except those retired before July 1, 1994 and limited others, are subject to the limit of working after retirement 110 days/720 hours per year. ...

The prohibition on the number of days a retiree may work for a Colorado public employer is often referred to as the “110 day rule.” Persons who retired before July 1, 1994 have no limitation on the number of days they can work for a Colorado public employer after retirement. Most others are limited by the 110-day rule to working no more than 110 days/720 hours without affecting the retiree’s benefits.

Since January 1, 2011, Colorado Revised Statute 24-51-1101 allows State colleges and universities the ability to hire up to ten (10) PERA retirees for up to 140 days/916 hours per calendar year. There are several requirements that colleges and universities must follow to ensure that the PERA retiree’s benefits will not be reduced when working in excess of the 110 days.

1. The university must determine and be able to demonstrate that there is a critical shortage of qualified candidates for the position.
2. The university must also determine that the PERA service retiree has unique experience, skill, or qualifications that would benefit the university.
3. The university must notify PERA upon hiring a service retiree pursuant to the “140-day exception.”
4. The university must provide a list of all service retirees employed by the university at the start of each calendar year, and shall update the list prior to any additional hiring during the same calendar year.

Thus, if the hiring/recommending supervisor/department head for any position (with an assigned work load of more than 110 calendar year work days) recommends that a PERA retiree be hired for that position, the hiring supervisor/department head will be required to furnish in writing all necessary material to meet #1 and #2 of the statutory requirements listed above. The university will then determine whether the requirements have been met *before* that retiree may be offered a position.

Section VI – Evaluation of Faculty for Reappointment, Tenure, Promotion and Post-tenure Review

A. Performance Evaluation

4. Basic Appointment and Professional Responsibilities.

This section provides examples of the basic appointment and professional responsibilities of a faculty member at Colorado Mesa University. Responsibilities are not limited to those listed, but are only representative of some of the faculty member’s responsibilities.

Subparagraph (a): Faculty have a large window of time between fall and spring semesters. This time is part of their appointment and it is assumed that faculty are working on non-teaching responsibilities during this time period (i.e. scholarship, service, advising). The department head is responsible for determining whether the faculty is satisfactorily meeting their responsibilities during this time period. Professional development seminars and workshops, advising sessions, and department meetings may also occur during this time frame and it is up to the department head to determine expectations for faculty attendance at these activities.

Subparagraph (b): Teaching is a primary responsibility of faculty. Faculty are expected to be in every scheduled class, absent an emergency preventing their participation. An emergency is a sudden crisis requiring action: an unexpected and sudden event that must be dealt with urgently, a time when action must be taken to avoid complete disaster or breakdown.

In the event of such an emergency, the faculty member must provide “timely notice” to the Department Head that he or she is unable to participate in class. The faculty member must give notice to allow sufficient time to secure a replacement instructor for the class the faculty member is unable to conduct or to notify students of class cancellation. Only in the event of a sudden emergency (i.e. automobile accident or similar disaster) will failure to give “timely notice” be excused.

5. General Evaluation Criteria: The Teacher-Scholar Philosophy at Colorado Mesa University: The Teacher-Scholar statement articulates the faculty’s relationship to students, peers, and the larger community and describes the role of faculty at Colorado Mesa University.

The Teacher-Scholar combines a passion for excellent teaching with an enthusiasm for scholarly and creative endeavors and a desire to serve the program, department, academic discipline, institution, and community. This combination creates a university culture that celebrates critical inquiry, intellectual curiosity, and creative expression.

- Teacher-Scholars engage students in scholarship in ways that develop rigorous critical thinking.
- Teacher-Scholars promote life-long learning by sustaining a culture of intellectual inquiry and by serving as role models, mentors, and guides for students, peers, and local communities.
- Teacher-Scholars integrate inquiry and knowledge into their teaching and continually reflect on and evaluate their teaching strategies.

Broadly defined, Teacher-Scholars engage in scholarship when they contribute to an on-going conversation within and across disciplines, building on and responding to what others have discovered, all with an eye on rigor and fairness.

These scholarly endeavors can take many forms, including:

- creating new knowledge;
- investigating, applying, communicating, and evaluating existing knowledge;
- creating, exhibiting, and performing creative works;
- evaluating discipline pedagogy;
- applying disciplinary knowledge in the community;
- engaging in professional activities that advance the discipline.

Faculty who commit to excellence in teaching, scholarship, and service create a rich learning environment for peers, staff, and students. By involving students in their scholarly and creative work, Teacher-Scholars develop their expertise and enrich the learning experience for students in a variety of learning environments. Serving helps faculty understand the needs and aspirations of their students, colleagues, and community. The interaction of teaching, scholarly and creative expression, and service elevates faculty's importance and supports Colorado Mesa University's responsibility to serve the larger community.

8. Subparagraph a.6). The process for collecting feedback on the work of the Academic Department Heads (ADH) will occur in September, with feedback solicited on half of the ADHs each year. Doing so at this time of the year allows for a newly-appointed ADH to complete a year before feedback is collected. Collecting feedback on alternating years allows time for ADHs to address items noted in the previous feedback cycle. The Vice President for Academic Affairs will send a message about the process to the appropriate department faculty by September 1, with September 20 as the deadline for input.

The feedback instrument is based on criteria that can be observed by department faculty members, though not all faculty members will necessarily observe all survey items. In

instances where a faculty member has not observed a particular activity, s/he should indicate “not observed.” Faculty members have the option of submitting only written feedback in the spaces provided in each area for which feedback is requested. The feedback will be collected using an electronic survey form. Statistical summaries will be generated by staff in the Office of Institutional Research, but a minimum number of responses will be required for results to have validity. Numeric and written feedback will be known only to the Vice President for Academic Affairs to allow for potential follow-up. Feedback will be anonymous to the Academic Department Head.

The Vice President for Academic Affairs will then meet with each Academic Department Head to discuss the areas of strength and needed improvement based on the feedback.

B. Academic Faculty Tenure Policy

3. Tenure and Promotion Committee:

This section describes the process by which a college-wide Tenure and Promotion Committee is determined and references a pre-tenure/promotion committee from the department.

Paragraph d: Guidance and feedback by senior faculty, academic department heads, and administrators to tenure-track faculty should be offered on a periodic basis throughout their appointment. Department guidelines that are consistent with those of the University found elsewhere in this Section should be adhered to as part of a faculty member’s evaluation.