



ADAMS STATE COLLEGE
PROFESSIONAL PERSONNEL
HANDBOOK

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TABLE OF CONTENTS

Preface	4
Brief History of Adams State College	5
I. Role and Mission Statement	5
II. Affirmative Action Program	6
III. Professional Conduct	6
IV. Procedures for Filling Exempt Professional Staff Positions	8
V. Performance Evaluation	10
VI. Salary Administration Procedures	13
VII. Employment Contracts and Employment Status	15
VIII. Fringe Benefits and Opportunities	18
IX. Leave Policies	19
X. Reassignment and Termination of Administrative and Administrative/Regular Personnel	29
XI. Temporary Suspension During the Pendency of Termination, Disciplinary or Criminal Proceedings	36
XII. Disciplinary Procedures and Sanctions	37
XIII. Grievance Procedure	41
APPENDICES	45
Appendix A Notice of Grievance	46
Appendix B Leave Request Form	47
Appendix C General College Policies	48
Article I Anti-Discrimination Policy and Grievance Procedure	49

Article II	Duty of Loyalty and Duty to Avoid Conflicts of Interest Arising From Professional, Financial and Business Relationships	67
Article III	Duty to Avoid Conflicts of Interest Arising From Family Relationships and Consensual Amorous Relationships	70

PREFACE

This Adams State College (ASC) Professional Personnel Handbook (Handbook) supplements the policies and procedures in the Trustee Policy Manual issued by the Board of Trustees of ASC (“Board” or “Trustees”). This Handbook is a major revision of the former ASC Institutional Handbook for Professional Personnel and was necessitated by the 2003 dissolution of the State Colleges in Colorado system. Subsequent to this dissolution, it was determined that separate handbooks should be developed for faculty and for non-faculty, exempt, Professional Personnel. This Handbook provides policies and procedures for the non-faculty, professional administrative personnel (temporary and non-temporary) who are exempt from the State of Colorado classified personnel system, including administrative/regular personnel (“Professional Personnel” or “Professional”).

Adams State College reserves the right to amend these policies and procedures at any time in accordance with the procedures summarized in the next paragraph. Professional Personnel to whom these policies apply have no expectation that these policies will not be amended nor shall they have or be construed to have any contractual rights arising from or based on any policies or procedures published herein. Any policy or procedure in this Handbook which conflicts with the policies and procedures now or hereafter adopted by the Trustees for publication in the Trustee Policy Manual or with any present or future state or federal rule, regulation or law shall be superseded by the conflicting Trustee Policy Manual policy or procedure or law.

Substantive amendments to the **Handbook** may originate with the Trustees, Trustee Committees, the Adams State College Professional Staff Council (PASC), or the President's Cabinet. Requests for Board consideration of proposed amendments should be provided to the Board Chair in advance of the next regularly scheduled Board meeting, with a copy to the President and the PASC President. Amendments shall be considered at two Board meetings prior to calling a vote on the proposed amendment. Any proposed amendment is subject to modification by the Trustees. Amendments are immediately effective upon adoption by the Trustees unless otherwise indicated. Technical amendments, including but not limited to changes to the names or titles used to identify offices or administrators, may be adopted by the Board at any properly noticed Board meeting.

All **Handbook** time limits, calendars and deadlines requiring action by an affected Professional are mandatory but may be extended by the President for good cause. Time limits, calendars and deadlines for administrative actions are directory. Deviations from these time limits, calendars and deadlines do not invalidate the administrative action or give rise to any right of the Professional to a particular result or to challenge, appeal, or grieve the action in question. In describing time limits, calendars and deadlines, “day” and “calendar day” mean any day of the year. “Working day” means a day on which the

College holds regular class sessions or exams, and excludes Saturdays, Sundays, and College holidays. It includes summer session, even if a Professional is not employed during the summer, and periods of annual or other leave requested by the Professional.

Unless a specific manner of giving notice is stated, any notice required by this Handbook may be given in any manner reasonably calculated to provide the recipient with actual notice. When notice is given by regular mail, it will be deemed given on the date of the post-mark. Where notice is given by certified mail, it will be deemed given on the date of mailing as evidenced by the postal certification form. Where notice is by hand-delivery, it will be deemed given on the date of hand-delivery as evidenced by a receipt signed by the recipient. If the recipient does not accept a hand-delivered notice, an affidavit signed by the person who attempted to deliver the notice shall be conclusive evidence of the date that notice was given.

BRIEF HISTORY OF ADAMS STATE COLLEGE

Adams State College was established by the Colorado General Assembly in 1921 as the State Normal School at Alamosa. The first appropriation for a building was made in 1923 and the College was renamed the Adams State Normal School in honor of State Senator and later Governor William H. Adams. The school opened its doors on June 15, 1925, offering a four-year curriculum leading to a Bachelor of Arts degree and a Life Certificate to teach in the public schools of Colorado. In 1945, the General Assembly again changed the school's name to Adams State College in recognition of its role in fields other than teacher education. In 1977, legislation was enacted incorporating Adams State College in a statewide Consortium of State Colleges, which, by 1980, comprised four state colleges governed by the Trustees of the State Colleges in Colorado. In 1988, the Consortium was renamed the State Colleges in Colorado. In 2003, the State Colleges in Colorado were broken up into independent State Colleges, each with its own governing Board of Trustees, which are coordinated by the Colorado Commission on Higher Education.

I. ROLE AND MISSION STATEMENT

Statutory Statement: Section 23-51-101, Colorado Revised Statutes (“C.R.S.”):
College Established -Role and Mission

There is hereby established a college at Alamosa, to be known as Adams State College, which shall be a general baccalaureate institution with moderately selective admission standards. Adams State College shall offer undergraduate liberal arts and sciences, teacher preparation, and business degree programs, a limited number of master's level programs, and two-year transfer programs with a community college role and mission. Adams State College shall not offer vocational education programs. Adams State College shall receive resident credit for two-year course offerings in its commission-approved service area. Adams State College has a significant responsibility to provide access to teacher education in rural Colorado. Adams State College shall also serve as a regional

education provider. In addition, Adams State College shall offer programs, when feasible, that preserve and promote the unique history and culture of the region.

ADAMS STATE COLLEGE MISSION STATEMENT

Adams State College dedicates its resources to provide opportunity and access for all students. The College is an innovative leader that recognizes the inherent educational value of diversity. It is a catalyst for the educational, cultural, and economic interests of rural Colorado, the surrounding region, and the global community.

ADAMS STATE COLLEGE INSTITUTIONAL GOALS

1. Promote academic excellence
2. Cultivate a high-quality, student-centered environment
3. Provide educational access and opportunity for success
4. Preserve and promote the unique history and culture of the region
5. Stimulate economic development in the San Luis Valley
6. Improve organizational effectiveness
7. Build financial stability

II. AFFIRMATIVE ACTION PROGRAM

Adams State College has adopted a comprehensive Affirmative Action Program, which is consistent with state and federal statutes, executive orders, rules and the ASC Trustees' resolution on anti-discrimination.

III. PROFESSIONAL CONDUCT

A. Professional Responsibility

1. Lists of specific unprofessional or unethical acts are inevitably incomplete or susceptible to overly broad or narrow interpretations. Therefore, Professional Personnel shall be guided by a common sense interpretation and application of the general standards of professional conduct summarized in this section.
2. Allegations of unprofessional conduct will be dealt with on a case-by-case basis.

B. Responsibilities to College

1. As employees of a state-supported academic institution, Professional Personnel shall:
 - a. Seek to be effective administrators;

- b. Observe institutional policies. 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 the Trustees' Policy Manual, with institutional non-discrimination policies and affirmative action plans, and with other institutional, local, state, and federal laws and regulations (including fiscal, travel and leave policies and procedures and the standards of conduct for state employees codified in Article 18 of Title 24, C.R.S.) unless and until such policies, laws and regulations are changed;
- c. Give due regard to their paramount institutional responsibilities in determining the amount and character of work done outside it; and
- d. 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; and
- e. Not to disclose privileged or confidential information.

C. Responsibilities as Citizens

- 1. As members of their communities, Professional Personnel shall:
 - a. Have the same rights and obligations as other citizens, but exercise their rights and measure the urgency of their obligations in the light of their responsibilities to ASC.
 - b. Neither intentionally create the impression of speaking or acting for ASC 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 ASC with political institutions or parties;
 - c. As citizens engaged in a profession that depends on freedom for its health and integrity, promote conditions conducive to free inquiry and further public understanding; and
 - d. Reach an understanding with the College that accommodates their needs as citizens and the institution's needs as an employer before engaging in civic activities or political campaigns that will entail long or frequent absences from campus. Such an understanding may include a reduction in workload with a corresponding reduction in salary or a leave of absence. If a leave of absence of two years or more is contemplated, resignation should be considered in lieu of a leave. However, some kinds of political activity (such as holding local office) that do not interfere with a Professional's service to the institution need not be accommodated by a reduced work-load and salary or leave of absence.

D. Violation of Standards of Professional Conduct

- 1. Professional Personnel who violate these or duly adopted and published ASC standards of professional conduct may be subject to disciplinary action up to and

including termination of employment for cause.

IV. PROCEDURES FOR THE APPOINTMENT OF NON-TEMPORARY PROFESSIONAL STAFF POSITIONS

A. Professional Staff Positions

1. The appropriate officer of administration (the "Officer") and the President of the College shall determine whether a need exists to create or fill a vacant administrative staff position.
2. The Vice President of Finance and Administration will confirm that adequate funding is available in the appropriate fund within the "all funds" Board approved budget to fill the vacant administrative position.
3. Once approval is obtained from the President and funding has been confirmed by the Vice President of Finance and Administration, the appropriate department administrator or director (the "Department Administrator") will draft a vacancy announcement, prepare a Personnel Contract Recommendation (PCR) and prepare an Exemption Request Form. These documents will be sent to the appropriate Vice President and the Affirmative Action Officer (AAO) for approval.
4. After approval by the appropriate Vice President and AAO, the personnel paperwork will be sent to the Vice President of Finance & Administration. The Vice President of Finance and Administration's or his delegate's signature on the PCR confirms that funding is available for the new position. The AAO's signature confirms that the vacancy announcement complies with all applicable equal employment and affirmative action requirements. Once signed, the paperwork is forwarded to the Human Resources Department. Human Resources will review the request to ensure proper exemption from the Classified System.
5. The Department Administrator will establish a search committee and appoint a search committee chair.
6. Names of potential search committee members will be submitted to the AAO for approval. Should any search committee lack minority or majority membership or male or female membership, the President of the College or his or her delegate may make additional appointments to assure balanced representation.
7. Human Resources will advertise positions to be filled externally on the ASC Human Resources website and the search committee shall arrange for additional commercial advertising media, as appropriate.
8. Full-time positions may be filled externally or internally, as jointly determined by the appropriate Vice President, Human Resource Director and Department

Administrator. All full-time position vacancies that will be filled externally should be announced widely for a minimum of 15 calendar days. If a Professional position is to be filled internally, other than through the provisions for reassignment, the notice of the vacancy will be widely circulated among all personnel on campus.

9. The AAO will be present at the first meeting of the search committee to review required affirmative action procedures.
10. The AAO will review all applications before and after the screening process.
11. An evaluation criteria sheet, based on the vacancy announcement, will be devised by the search committee and submitted to the AAO for approval. Each search committee member will complete and sign this evaluation sheet for each candidate. The evaluation sheets will be retained with the candidate's file.
12. Evaluation sheets completed by all committee members will be kept with the position file for each unsuccessful candidate. The records will be maintained in the Office of the President for a minimum of five years.
13. The search committee will designate the candidates who will be invited for campus interviews.
14. The chair of the search committee will arrange for the campus interviews, supply the candidates with appropriate printed materials describing the institution, the programs and the area.
15. In the case of director positions, or above, the search committee chair will prepare a schedule of opportunities for each candidate to meet College personnel, including: the President of the College, the appropriate officer(s), the Director of Human Resources, search committee and the appropriate administrative office staff, etc. The schedule should be distributed well in advance of the candidate's arrival and a copy provided to the AAO.
16. For those positions below the level of director the search committee chair will arrange for campus interviews with the search committee and schedule an opportunity for each candidate to meet the appropriate director or department administrator. A meeting schedule should be provided to the AAO.
17. Following the campus visit the relevant parties will meet to select a recommended candidate.
18. For director positions and above, the search committee chair will submit the names of up to five qualified candidates to the appropriate Officer and the President, who will select a recommended candidate. The Officer will then authorize the search committee chair to pursue the recommended candidate's

appointment.

19. In the case of positions below the director level, the search committee chair will submit the names of up to five qualified candidates to the appropriate Director and Officer, who will select a recommended candidate. The Director will then authorize the search committee chair to pursue the recommended candidate's appointment.
20. The search committee chair will contact the recommended candidate to determine the extent of the candidate's interest in the appointment and to clarify any post-interview questions the candidate may have regarding the responsibilities of the position. If the recommended candidate does not express continued interest in the position, the search committee chair will seek another recommendation, or in the event there are no other suitable candidates, initiate a new search or seek an internal candidate.
21. If the recommended candidate expresses continued interest in the appointment, the President or designee will issue a letter to the candidate confirming the conversation and generally outlining the appointment. The letter shall state that it is a general description of the position, not an offer of employment and that terms of employment, should the recommended candidate enter into a contract with the College, shall be only as stated in the College's official contract form which is not binding on the parties until signed by the State Controller (or designee). The letter shall request a written response by a reasonable deadline, indicating whether the candidate wishes to have a contract prepared for appointment to the position.
22. Upon an affirmative response from the candidate, the Office of Finance & Administration will complete the PCR, prepare a contract and send both the PCR and the contract to the President of the College.
23. If the President approves the recommended candidate for hire, the President will affix his or her signature to the contract and send it to the candidate.
24. The candidate must formally accept the appointment by signing and returning the contract to the President. The President will forward the contract to the Vice President of Finance and Administration for Controller (or Controller designee) approval, and for non-temporary appointments, place the matter on the next Board agenda for ratification. The search and selection procedure shall then be complete.

V. PERFORMANCE EVALUATION

A. Annual Performance Reviews for Administrators:

1. Professional Personnel shall undergo an Annual Performance Review. The uniform evaluation period will be January 1 through December 31. New Professionals will be evaluated on a prorated year.

B. Philosophy

1. The College presumes that most Professional Personnel in effectively functioning units perform at a satisfactory or meritorious level, with a significantly smaller number either substantially exceeding, or not meeting performance standards.
2. To enhance the quality of the College as a whole, the performance evaluation system focuses on recognizing those Professional Personnel who perform at the exemplary level and identifying and encouraging improved performance by those who need improvement.

C. Goals of Performance Evaluation

1. The performance evaluation system at Adams State College is intended to promote the following goals:
 - a. To improve professional performance.
 - b. To increase communication between supervisor and professional to better meet the goals of the department.
 - c. To annually review and update the job description and job responsibilities.
 - d. To foster both College service and professionally relevant community service.
 - e. To provide a guideline for decisions about professional development, retention, and special recognition.

D. Evaluation of Professional Personnel.

1. The Professional Management Plan (PMP) is the principal component of the annual review. A PMP shall be prepared by all Professional Personnel.
2. Professional Personnel shall work with their supervisor to develop a PMP.
3. Supervisors are encouraged to meet periodically with the Professional to discuss progress toward achievement of goals or to revise the PMP when necessary.
4. At the conclusion of the evaluation year, the supervisor will review the PMP, gather input from the Professional's subordinates, peers, and constituents, and other relevant documentation to evaluate the Professional.
5. The supervisor shall prepare a written evaluation of the performance of the Professional.
6. The supervisor shall meet with his/her immediate supervisor, or other designated reviewer, ("reviewer") to discuss all evaluations prepared by the supervisor prior

to the supervisor presenting the evaluation to the Professional. The reviewer shall sign and date the evaluation to indicate his/her concurrence.

7. The supervisor and Professional shall meet to discuss the evaluation. The Professional shall receive a copy of the evaluation at the meeting. At the conclusion of this meeting, both the supervisor and the Professional shall sign and date the original evaluation. The Professional will be required to provide written indication of agreement or disagreement with the evaluation. Should the Professional disagree with any part of the evaluation, the Professional may attach a written statement indicating the nature of and grounds for the disagreement. The statement shall become part of the evaluation. The original evaluation shall become part of the Professional's personnel file.
8. During the evaluation process, a new PMP will be developed between the professional and the supervisor for the next evaluation period.
9. A Professional who disagrees with a performance evaluation may appeal to the reviewer within 10 days of meeting with his/her supervisor by giving his/her supervisor a written notice of appeal. The supervisor will forward the Professional's notice of appeal and a copy of the Professional's written statement indicating the nature of and grounds for disagreement with the supervisor's evaluation to the reviewer. The reviewer may confirm or modify the review. The reviewer's decision is not appealable. For Professionals who report directly to the President, the President's evaluation is not appealable.
10. Performance evaluations and performance evaluation appeal decisions are not grievable.

E. Recognition for Exemplary Performance

1. Adams State College values exemplary administrative performance. To achieve recognition for exemplary performance, a Professional must present persuasive evidence of achievement clearly exceeding the standards of performance in the administrative unit.
2. The supervisor shall evaluate the Professional Management Plan and other documentation necessary to determine whether the Professional merits recognition for exemplary performance. The supervisor will recommend the Professional to the next level supervisor for final consideration.
3. A decision not to recommend for exemplary performance is not appealable or grievable.

F. Annual Performance Evaluation Calendar

Note: For purposes of performance evaluation, the year begins January 1 and ends December 31. For convenience, the calendar below is arranged to reflect the Evaluation-year.

December 31	END OF PERFORMANCE YEAR (to be evaluated during the <u>current</u> evaluation year)
January 1	BEGINNING OF PERFORMANCE YEAR (to be evaluated during the <u>next</u> evaluation year)
January 15	Professionals submit the current and new Professional Management Plans to immediate supervisor.
January 31	Supervisors complete reviews of those they supervise, and if warranted, recommend the Professional for exemplary status.
February 7	Supervisors complete evaluation conferences with Professional Personnel they supervise. Professional Personnel appealing the results of performance evaluation must give written notice to their supervisor within 10 working days of evaluation conference.

VI. SALARY ADMINISTRATION

A. Guidelines for Institutional Salary Administrative Systems

1. The general goals of a salary administration system are to:
 - a. Encourage a high level of professional performance.
 - b. Attract and maintain a high quality professional staff.
 - c. Establish procedures for setting salaries.
 - d. Promote a constructive relationship between Professional's activities and the goals and objectives of the Trustees and the institution.
 - e. Whenever possible, establish a clear relationship between professional performance and compensation.

B. Annual Salary Adjustments

1. Adjustments to salary are based on a wide-variety of factors, including funding availability and Colorado Department of Personnel Cost of Living recommendations.
2. Decisions to provide Professional Personnel salary adjustments will be made by the President, in consultation with the Cabinet, the Budget Committee, and/or the Board of Trustees.
3. Upon approval by the President, the Vice President of Finance and

Administration, in conjunction with the Budget Office, Human Resources and Payroll, will implement the salary adjustment.

C. Other Salary Adjustments

1. Salary adjustments may also be used to promote certain subsidiary purposes, such as: promoting salary parity and equity, preventing the loss of highly qualified personnel and competing in the marketplace.

D. Delegation of Salary Administration Authority

1. The Trustees delegate the following authority to the President:
 - a. To establish or negotiate competitive starting salaries for newly hired Professional Personnel
 - b. Subject to availability of funds, to award annual performance-based salary increases based on institutional salary administration and performance evaluation systems (including salary increases based on promotions and other indicia of meritorious performance).
 - c. To recommend individual base salary increases on a case-by-case basis when, in the President's sole discretion, such increases are needed to promote salary equity and parity at the College, 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.
 - d. All such increases shall conform to Trustee-ordered restrictions or limitations on institutional salary increases (e.g., limitations on the average amounts or percentages of annual performance-based salary increases).

E. Salary Supplementation

1. Salaries of Professional Personnel may be supplemented from institutional grants, contracts, or other institutional or state funds, but only for approved, institutionally assigned, temporary or short-term responsibilities. Salary supplements shall not be added to the recipients' base salaries.

F. Deductions

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

G. Salary of Professional Personnel Transferring to Faculty Positions.

1. Salary of Professional Personnel transferring from administrative to faculty positions should be commensurate with that of the new position to be assumed, and shall be determined by the following criteria:
 - a. Professional education.
 - b. Professional experience, including length of service both in the profession and in the College.
 - c. Professional achievements.
 - d. Comparable salaries of other faculty in the department or division.

VII. EMPLOYMENT CONTRACTS AND EMPLOYMENT STATUS

A. General Policy

1. ASC shall use a uniform contract form setting forth the general conditions of employment applicable to all Professional Personnel, specifying that the employee is subject to the regulations set forth in this Handbook, as amended from time to time, and setting forth any specific terms of employment applicable to the position (“Special Conditions”).
2. Contracts shall state the following: (1) position and title; (2) type of appointment (Administrative, Administrative/Regular, Temporary); (3) salary to be paid; (4) duration of the contract (if applicable); and (5) any Special Conditions applicable to the contract.
3. Professional Personnel, except for Administrative/Regular Personnel shall be employed as at-will employees. As such, their contracts may be terminated at any time with or without cause or advance notice.

B. Temporary Professional Personnel

1. Temporary Professional Personnel are hired as at-will employees and may be terminated at any time with or without cause or advance notice.
2. Temporary Professional Personnel shall include the following:
 - a. Full-time or part-time Professional Personnel whose positions are funded by non-state-appropriated funds such as grants and contracts. However,

full-time Professional Personnel whose positions are funded by student fees or charges may be employed on non-temporary administrative contracts provided that such funding is expected to continue indefinitely.

- b. Full-time or part-time Professional Personnel who are hired to fill temporary vacancies created by personnel leave status.
 - c. Full-time or part-time Professional Personnel who possess less than minimal qualifications for the positions for which they are contracted.
 - d. Full-time or part-time Professional Personnel who are hired on an emergency or short term basis for whatever reason.
 - e. Any Professional Personnel who are retired from the institution.
 - f. Any Professional Personnel who are hired in positions regarded as temporary for any other reasons as stated in the "Special Conditions" on the employment contracts.
3. Employment and re-employment of Temporary Professional Personnel is at the President's discretion.

C. Transfer from One Professional Status to Another.

1. Transfer from Faculty Status to Professional Personnel Status.
 - a. Probationary and tenured faculty who transfer to Professional Personnel positions retain the seniority earned as faculty members and, if tenured, retain their tenure as faculty members but shall be issued at-will administrative contracts.
 - b. Probationary faculty who transfer to Professional Personnel 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, however both the probationary faculty contract and the Professional Personnel contract positions remain at-will. Any academic year during which probationary faculty members are employed as exempt personnel for one or more semesters shall not be included in their probationary periods.
 - c. Tenured faculty members who transfer to Professional Personnel positions have the right to return to the College department, program area or other academic unit similar to that in which they acquired tenure.

- d. Should a Professional Personnel's right to return to the faculty under this section conflict with a current faculty member's retention rights, the current faculty member with retention rights shall retain the position if both employees are either probationary or tenured. However, if one employee is tenured and the other is probationary, the tenured employee shall be appointed to the position.
2. Transfer from Professional Personnel Status to Faculty Status.
 - a. Professional Personnel initially hired in Professional Personnel positions who were neither appointed with, nor subsequently granted, academic rank and tenure do not have a right to faculty status or positions.
 - b. This policy does not preclude Professional Personnel from being appointed to part or full-time faculty positions, but faculty seniority and other faculty rights must be earned through service as a faculty member.
 - c. Professional Personnel who, prior to September 18, 1981, and prior to assuming administrative positions, were given faculty status by the Board shall retain a right to return to faculty status subject to the availability of a position and to assurance that they are qualified to teach in their assigned academic disciplines. Such eligible individuals are to be identified and their names reported to the ASC Board of Trustees.
 3. Transfer from a Temporary appointment to a Professional Personnel appointment.
 - a. Professional Personnel serving in a temporary capacity may be appointed to non-temporary Professional positions if they are selected following the normal procedures of the College for such positions. However, time spent on temporary contracts, whether full-time or part-time, does not count as service time for seniority.

D. Relationship of Academic Rank, Tenure and Seniority to Professional Status.

1. The classification of personnel as faculty or Professional Personnel (referred to in the Faculty Handbook as "Administrative Personnel") is independent of faculty rank and tenure. Thus, certain Professional Personnel may hold faculty rank and tenure if they are qualified and if they have been awarded rank and tenure by the Trustees. However, procedures applicable to a Professional Personnel position are to be determined solely by the applicable provisions of this Handbook. Procedures applicable to a faculty position are to be

determined solely by the applicable provisions of the Faculty Handbook.

2. Seniority shall be based on years of full-time service in a particular professional status at the institution. Service time as a Professional does not count toward seniority as a faculty member, except that up to one year of service time as a Professional on an interim basis shall count toward seniority as a faculty member. Service time as a faculty member does not count as service time as a Professional. The employment contract specifies professional status.

VIII. FRINGE BENEFITS AND OPPORTUNITIES

A. Benefits

1. Institutional benefits currently include medical, dental and life insurance; retirement and long term disability plans; and payroll deductions for qualifying tax-deferred annuities.
2. The health and insurance program shall be reviewed periodically to assess its adequacy in terms of coverage and costs.
3. The insurance programs shall be required for all Professional Personnel on contract for 0.50 FTE or more during the fiscal year, except those granted exemptions on the grounds stated below:
 - a. Exemptions will be awarded by the institution for those persons with proof of other coverage (including military benefits) and for those persons whose religious beliefs conflict with requirements of this system-wide program.
 - b. Health insurance coverage ordinarily coincides with the dates of employment. Employees whose employment is terminated are generally eligible for COBRA continuation coverage at their own expense.

B. Participation in AS&F

1. All Professional Personnel belong to Associated Students and Faculty (AS&F). AS&F membership entitles personnel and their families to attend many campus activities without cost. Dues are withheld from the Professional Personnel salary and reflected on their monthly pay statement.

C. Tuition Scholarship

1. Subject to state statutes and the State of Colorado Fiscal Rules, full-time Professional Personnel may apply for a scholarship to take up to six semester

hours of tuition-free ASC credit per academic year with prior approval of the appropriate supervisor and the scholarship committee. Professional Personnel on a contract for 0.50 FTE but less than 1.0 FTE during the fiscal year may apply for a prorated scholarship.

D. Retirement

1. All Professional Personnel shall participate in either the State Colleges in Colorado Defined Contribution Pension Plan (“DCPP”) established by the Trustees, or the Public Employees Retirement Association (“PERA”).
2. Eligibility to participate in The DCPP or PERA shall be determined in accordance with Title 24, articles 51 and 54.5, C.R.S. (as amended from time to time.)
3. There is no mandatory retirement age for Professional Personnel.

E. Retired Professionals

1. Professional Personnel who retire from Adams State College after a minimum of ten years' service receive full library privileges, lifetime courtesy membership in AS&F and life-time courtesy parking permits on campus.

IX. LEAVE POLICIES AND PROCEDURES

A. Administrative Leave

1. The President may grant administrative leave with full pay when it is necessary to the interests of the College. The President may also grant administrative leave with full or partial pay to Professional Personnel to engage in personal or professional activities that, in the judgment of the President, are beneficial to the College or essential to the welfare of the individual to the extent that the individual is unlikely to be able to continue to serve the College without such leave. Such leave shall not be a sabbatical and shall not be for an extended period of time.
2. This policy is primarily intended to include such absences as military leave, bereavement leave, jury duty leave, disciplinary or investigative leave not to exceed a reasonable period of time and leave of not more than sixty (60) calendar days to engage in professional activities. Leaves in excess of twenty working days shall be reported to the Board.
3. Board approval for administrative leave is not required unless otherwise provided by law.

4. Each participant in the procedures for applying for, approving and granting administrative leave is responsible for ensuring that such leave complies with section 23-5-123, C.R.S. and these policies. Any participant who receives, approves or grants an administrative leave knowing that it is not fully authorized by section 23-5-123, C.R.S. or these policies may be held personally liable for all salary, benefits or other compensation paid to the recipient by the College.

B. Unpaid Leave of Absence (Excluding Unpaid Leave Authorized by the Family and Medical Leave Act of 1993)

1. Professional Personnel may be granted an unpaid leave of absence to engage in professional or personal activities deemed acceptable by the President.
2. Normally, unpaid leaves of absence are limited to a maximum of two years.
3. An unpaid leave of absence 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.
4. Conditions of employment to be in effect upon return from an unpaid leave of absence must be agreed to in writing in advance of the leave by the individual and the College.
5. A Professional on an authorized unpaid leave of absence, not to exceed a 24 consecutive month period, may remain covered by the group health and dental insurance if he/she personally pays the full amount of the periodic contributions required by the group health and dental plans.

C. Sick Leave (Including Maternity Leave and Family Sick Leave)

1. General
 - a. Full-time Professional Personnel shall be granted 66 work days of fully paid sick leave per fiscal year at the salary in effect at the time the sick leave is used. Sick leave beyond the 66 work days shall be taken as unpaid personal medical leave under the FMLA and section IX.E of this Handbook. Sick leave under this section, and any FMLA leave to which the Professional is entitled shall run concurrently and shall not extend the leave time to which the Professional is entitled.
 - b. If a Professional has either: (i) exhausted both his/her paid sick leave and unpaid FMLA medical leave; or (ii) has exhausted his/her paid sick leave and does not qualify for unpaid FMLA medical leave, he/she may apply for leave without pay.

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

2. Certification

- a. A Professional who takes sick leave for more than 3 consecutive work days shall furnish a certificate from his/her physician stating: (i) that the employee is unable to perform the functions of his/her position; (ii) whether the Professional's health condition is a "serious health condition" under the FMLA, and if so, the date on which the serious health condition commenced; (iii) the probable duration of the condition; and (iv) the FMLA Certification Form (which may be obtained from the Human Resources Office).
- b. A Professional requesting sick leave on an intermittent or reduced schedule shall furnish the additional certificates required by section IX.E.10 of this Handbook.
- c. The College may require a Professional on sick leave to provide recertification of the foregoing matters on a reasonable basis.
- d. A Professional who seeks to return to work following four or more consecutive calendar weeks of sick leave shall furnish the College with a certificate from his/her physician stating that the employee is able to resume work.
- e. The certification requirements of this subsection shall be construed and applied in accordance with the Rehabilitation Act of 1973 and the Americans with Disabilities Act.
- f. A Professional on sick leave at the close of the fiscal year may use the remainder of his/her unused sick leave in the new fiscal year for consecutive work days missed due to the same illness. Such Professional will not be granted sick leave for the next fiscal year until the employee returns to work following certification by his/her physician that employee is able to resume work.

3. Maternity Leave

- a. Subject to the following certification and notice requirements, 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.

- b. As soon as possible after becoming aware that she is pregnant, the employee shall submit a request for maternity leave accompanied by a certificate from her physician confirming the pregnancy and the expected date of delivery. (The employee need not, thereafter, furnish the certificate required by section IX.C.2.a. However, if she requests maternity leave on an intermittent or reduced schedule, she must furnish the additional certificates required by section IX.E.10).
- c. An employee who seeks to return to work following four or more consecutive calendar weeks of maternity leave shall furnish the College with a certificate from her physician stating that she is able to resume work.

4. Family Sick Leave

- a. A Professional may use paid sick leave for the purpose of caring for a sick child, parent, spouse, or other member of the employee's household who relies on the employee as his or her primary care-giver.
- b. If the family sick leave is foreseeable based on planned medical treatment, the employee shall give not less than 30 days notice before the date the leave is scheduled to begin or such notice as is reasonable if the date of treatment requires the leave to begin in less than 30 days. In either event, subject to the approval of the family member's physician, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the College.

5. No Pay for Sick Leave Upon Termination

- a. Employees whose employment by the College is voluntarily or involuntarily terminated shall not be entitled to any compensation whatsoever for unused sick leave.

D. Vacation Leave

- 1. Full-time Professional Personnel are entitled to four calendar weeks of vacation annually, not to exceed 20 working days. Accrued vacation in excess of forty (40) days is lost as of June 30 with no additional compensation for unused vacation days.
- 2. Upon termination, eligible Professional Personnel shall be paid for accrued unused vacation for a period not to exceed forty (40) days. Maximum payout for accrued vacation will be prorated for employees who have a contract for 0.50 FTE or more, but less than 1.00 FTE. [Note: The College may require a Professional to use accrued vacation days prior to termination or the end of the fiscal year.]

3. Employees who have a contract for 0.50 FTE or more will be eligible to receive pro rata vacation, and sick leave benefits. Employee who have a contract for less the 0.50 FTE receive no vacation or paid sick leave or other employee benefits except for retirement.
4. Unauthorized leave may result in the denial of paid leave and/or disciplinary action.

E. Parental, Family Medical and Personal Medical Leave Authorized by the Family and Medical Leave Act of 1993 (FMLA)

1. The following policies are intended to implement the Family and Medical Leave Act of 1993, P.L. No. 103-3, 107 Stat. 6 (1993) ("FMLA" or "Act"), and shall be construed accordingly. The Act shall supersede any policy that is inconsistent with its legal requirements. 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 College Human Relations or AA/EEO offices.
2. Professional Personnel ("employees") are eligible for parental, family medical and personal medical leave under the Act and this section IX.E if they have been employed by ASC for: (i) at least 12 months; and (ii) at least 1250 service hours during the previous 12-month period.
3. Types of Leave
 - a. Parental Leave. Employees may take parental leave to care for their children following birth or to care for children placed with them for adoption or foster care.
 - b. Family Medical Leave. Employees may take family medical leave to care for certain family members who have a serious health condition. (A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider. "Health care provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery [as appropriate] by the State in which the doctor practices or any other person determined by the Secretary of the United States Department of Labor to be capable of providing health care services.)
 - (1) Family medical leave may be taken to care for the following family members: (i) biological children, adopted children, foster children, stepchildren, legal wards, or other children to whom the employee stands in loco parentis if the children are under 18 or, if 18 or over, if the children are incapable of self-care because of mental or physical disabilities; (ii)

biological parents or persons who stood in loco parentis to the employee when the employee was an adopted child, foster child, stepchild or ward (a "parent"); (iii) a spouse; and (iv) any other member of the employee's household who relies on the employee as his or her primary care giver. (Collectively, "family members.")

- c. Personal Medical Leave. Employees may take personal medical leave if they have serious health conditions that make them unable to perform the functions of their positions.
4. Length of Leaves
- a. An employee is entitled to a total of up to 12 work weeks of leave in each state fiscal year (July 1 - June 30). The 12 work weeks may be taken in whole or in part as parental leave, family medical leave or personal medical leave.
 - b. Leave taken for any of these purposes shall be subtracted from the total of 12 work weeks of unpaid leave (or any remaining, unused portion thereof) to which the employee is entitled under the Act. (For example, an employee who takes six work weeks of parental leave may take only six work weeks of family medical leave during the same fiscal year.)
5. Both Spouses Employed by ASC
- a. If two spouses are employed by ASC, parental and family medical leave shall be further limited as follows:
 - (1) Parental Leave. The aggregate leave to which both spouses are entitled is limited to 12 work weeks during a fiscal year.
 - (2) Family Medical Leave. When family medical leave is taken to care for a parent, the aggregate leave to which both spouses are entitled is limited to 12 work weeks during a fiscal year.
 - (3) In all other cases, each employee-spouse is entitled to a total of 12 work weeks of leave in each fiscal year.
6. Unpaid Leave; Substitution of Paid Leave.
- a. Parental, family medical and personal medical leave shall be unpaid. However, employees shall substitute accrued, paid vacation and/or unused, paid sick leave for all or a portion of their unpaid leave as provided in the following subsections:
 - (1) Parental Leave. Employees who have accrued, paid vacation leave shall substitute such leave for a portion of their parental leave. Employees must use all of their accrued vacation leave before taking unpaid parental leave.

- (2) Family Medical Leave. Employees who have unused, paid sick leave and/or accrued, paid vacation leave shall substitute paid sick leave and/or accrued paid vacation leave for all or a portion of their family medical leave. Employees must first use all of their sick leave and then use all of their accrued vacation leave before taking unpaid family medical leave.
- (3) Personal Medical Leave. Employees who have unused, paid sick leave and/or accrued, paid vacation leave shall substitute paid sick leave and/or accrued paid vacation leave for all or a portion of their personal medical leave. Employees must first use all of their sick leave and then use all of their accrued vacation leave before taking unpaid personal medical leave.
- (4) Paid vacation and/or sick leave substituted for unpaid parental, family medical, or personal medical leave shall be subtracted from the total of 12 work weeks of unpaid leave (or any remaining, unused portion thereof) to which the employee is entitled under the Family and Medical Leave Act.

7. Leave Schedules.

- a. Employees taking parental, family medical or personal medical leave (including any substituted vacation and/or sick leave) may take such leave during consecutive work weeks or on an intermittent or reduced leave schedule as provided below. (A "reduced leave schedule" means a leave schedule that reduces the usual number of hours per work week or hours per work day.)
 - (1) Parental Leave. Parental leave must be taken during consecutive work weeks.
 - (2) Family Medical Leave and Personal Medical Leave. Family medical and personal medical leave may be taken on an intermittent or reduced leave schedule by agreement or if such schedule is certified to be medically necessary. However, if an employee requests an intermittent or reduced leave schedule that is foreseeable based on planned medical treatment, the College may temporarily transfer the employee to an alternative position for which he/she is qualified and which has equivalent pay and benefits if the alternative position will better accommodate the recurring periods of leave than the employee's regular position.

8. Notice

- a. Employees shall give the following notice before taking any periods of foreseeable parental, family medical or personal medical leave (including any substituted vacation and/or sick leave).

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

9. Certification

- a. Employees who request family medical or personal medical leave (including substituted vacation and/or sick leave) shall provide timely certification from the family member's or employees health care provider supporting the leave.
 - (1) Family Medical Leave. An employee taking family medical leave for more than 3 consecutive work days shall furnish the FMLA Certification Form (which may be obtained from the Human Resources Office) from the family member's health care provider
 - (2) Personal Medical Leave. Except as provided in section IX.C.3 (Maternity Leave), an employee taking personal medical leave for more than 3 consecutive work days shall furnish the FMLA Certification Form from his/her health care provider.

10. Additional Certification Required for Intermittent Leaves and Reduced Leave Schedules.

- a. An employee who requests intermittent family or personal medical leave or family or personal medical leave on a reduced leave schedule shall also furnish a certificate from the appropriate health care provider:
 - (1) Leave for Planned Medical Treatment -- stating the dates on which such medical treatment is expected to be given and the duration of such treatment; and/or
 - (2) Family Medical Leave -- stating that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the family member or will assist in his/her recovery and the expected duration of the intermittent leave or reduced leave schedule.

- (3) Personal Medical Leave -- stating the medical necessity for and expected duration of the intermittent leave or leave on a reduced leave schedule.

11. Recertification

- a. The College may require employees on family medical or personal medical leave to provide recertification of the foregoing matters on a reasonable basis.

12. Certification of Ability to Return to Work

- a. An employee seeking reinstatement to his/her former position after a period of four or more consecutive calendar weeks of personal medical leave (including substituted sick/vacation leave) shall furnish the College with a certificate from the employee's health care provider stating that the employee is able to resume work.

13. Compliance with Rehabilitation and Americans with Disabilities Acts

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

14. Reporting

- a. The College may require employees on parental leave, family medical leave or personal medical leave to report periodically on their status and intentions regarding their return to work.

15. Insurance.

- a. For the purposes of this paragraph, "insurance" means the Trustees' group health, dental, life, and long-term disability insurance plans described in the CHEIBA Trustee Benefit Plan Description , which may be obtained from the Human Resources Office.
- b. Employees who substitute accrued, paid vacation and/or sick leave for all or a portion of their parental leave, family medical leave or personal medical leave shall, during the period of substituted leave, receive the same insurance coverage they would receive if they were taking vacation or sick leave. Employees who take unpaid parental leave, family medical leave or personal medical leave, or who exhaust the paid leave they substituted for a portion of such unpaid leave, shall receive the following insurance coverage during the period of their unpaid leave:

- (1) Health and Dental Insurance. An employee on unpaid parental leave, family medical leave or personal medical leave shall remain covered by the Trustees' group health and dental insurance if he/she personally pays the

periodic employee contributions required by the group health and dental plans. However, if the employee fails to return to work at the end of his/her leave, the employee shall be liable to the College for the employer contributions paid on his/her behalf unless such failure is due to the continuation, recurrence, or onset of a serious health condition affecting a family member or the employee or some other reason beyond his/her control.

- (2) Non-contributory Life and Long-term Disability Group Insurance. An employee on unpaid parental leave, family medical leave or personal medical leave shall remain covered by the Trustees' group life and long-term disability insurance if coverage for the duration of the leave is authorized by the Trustees' group insurance policies. (A "noncontributory" group insurance plan is one to which employees are not required to make employee contributions.)

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

17. Reinstatement to Position upon Return from Leave.

- a. Except as otherwise provided in this Handbook, employees returning from parental, family medical or personal medical leave (including substituted vacation and/or sick leave) shall be reinstated to the positions they held when the leave began.
- b. Employees who are subject to automatic or discretionary termination while on leave due to the expiration or non-renewal of their contracts, or at-will or for cause dismissal, may be terminated on the date on which they would have been terminated if they had remained continuously employed during the leave period. Parental, family medical, and personal medical leave shall not defer the date of such employees' termination nor need such employees be reinstated to their former positions when their leave periods end. (However, substitute accrued, paid vacation leave for unpaid leave may be terminated either when their paid vacation leave is exhausted or on the date on which they would have been terminated if they had not taken leave. If such employees are terminated before their paid vacation leave is exhausted, they will be compensated for their accrued unused vacation leave in accordance with this Handbook. See 29 C.F.R. 825.216(a) ("An employee has no greater right to reinstatement or other benefits of employment than if the employee had been continuously employed during the [Family and Medical Leave Act] leave period. An employer must be able to show that the employee would not otherwise have been employed at the time reinstatement is requested in order to deny restoration to employment."))

18. Prohibited Acts

- a. The College shall not interfere with, restrain or deny the exercise of or the

attempt to exercise, any right provided by the Act.

- b. The College shall not discharge or in any other manner discriminate against any individual for opposing any practice made unlawful by the Act.
- c. Neither the College nor any employee shall discharge or in any other manner discriminate against any individual because such individual: (i) has filed any charge or has instituted or caused to be instituted any proceeding under or related to the Act; (ii) has given, or is about to give, any information in connection with any inquiry or proceeding relative to any right provided by the Act; or (iii) has testified, or is about to testify, in any inquiry or proceeding relative to any right provided by the Act.

F. Approval of Leaves

1. Professional development leaves, leaves of absence, and administrative leaves, including professional development leave for administrators, shall be approved by the President. The President may sub-delegate the power to approve sick, vacation and unpaid parental, family medical and personal medical leaves to appropriate personnel. Administrative leaves in excess of twenty (20) working days shall be reported to the Board.

G. Exceptions

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

H. Temporary (Short-Term) Leaves from the Campus

1. Any activity requiring Professional Personnel to be absent from regular working hours must have prior approval of the immediate supervisor. In all cases of temporary or short term absence, coverage of duties must be the first consideration. In cases of serious emergency, the Professional will give notification to the immediate supervisor as soon as it is possible.

X. REASSIGNMENT AND TERMINATION OF EXEMPT PROFESSIONAL PERSONNEL

Professional Personnel are classified as “Administrative/Regular Personnel” or “Exempt Administrative Personnel.” Administrative/Regular Personnel are those Professionals who were formerly defined as faculty in accord with section 23-10-102(4), C.R.S., 1973; namely counselors, librarians, and student services

personnel, who completed at least three years of continuous service at the College by the end of the 1987-88 fiscal year. Exempt Administrative Personnel are all other non-faculty personnel who are exempt from the State of Colorado classified personnel system.

A. Reassignment of Exempt Administrative and Administrative/Regular Personnel.

1. All Professional Personnel, including Exempt Administrative Personnel and Administrative/Regular Personnel serve in administrative positions at the will and pleasure of the President. The Trustees delegate the authority to reassign Professional Personnel to any other exempt position within the College. Professional Personnel may be reassigned to other exempt positions at the President's discretion without cause or advance notice of reassignment. The authority to reassign Professional Personnel may not be sub-delegated to subordinate officers or employees of the College. Reassignments may be demotions, promotions or lateral reassignments. Reassignments are not appealable and may not be grieved under section XIII of this Handbook.

B. Termination of Professional Personnel

1. At-Will Employment of Exempt Administrative Personnel. Under Article 19 of Title 24, C.R.S. Exempt Administrative Personnel employed by the College are employees-at-will and may be terminated at any time, with or without cause or advance notice of termination.
 - a. No pre-termination promise, contract or other agreement purporting to employ Exempt Administrative Personnel for fixed terms shall be valid or enforceable against the State of Colorado, the ASC Trustees, Adams State College or any of its officers or employees, nor shall any compensation, whether as a buy-out of the remaining term of any contract, as liquidated damages, or as any other form of remuneration, be owed or paid to Exempt Administrative Personnel upon or after termination except for compensation that was earned prior to the date of termination prorated to such date.
 - b. Notice. Advance notice of termination or reassignment may be given as a courtesy to Exempt Administrative Personnel. However, in no event shall failure to give such notice entitle Exempt Administrative Personnel to reinstatement, back pay, damages, grievance or any form of post-employment compensation. No statement of reasons shall be required, or accompany notice of termination.
 - c. Severance Pay. Notwithstanding the prohibition against paying unearned post-employment compensation to terminated Exempt Administrative Personnel, the appointing authority may award severance pay to terminated Professionals who have been employed by ASC for fewer than five years consisting of (i) payment of up to a maximum of three months of salary; and (ii) the provision

of up to a maximum of three months of employee benefits. Such severance pay must be approved at the time of termination. No pre-termination promise, contract or other agreement purporting to entitle exempt personnel to severance pay or any other form of post-employment compensation shall be valid or enforceable against the State of Colorado, the Trustees, ASC or any of its officers or employees.

- d. Professionals with Faculty Tenure. Terminated Professionals who possess faculty tenure and, under certain circumstances, terminated Professionals who held probationary faculty positions before transferring to the administration, may return to the faculty in accordance with sections VII.C and VII.D of this Handbook.
2. Source of Authority. The Trustees delegate the President the authority to terminate Exempt Administrative Personnel and award severance pay in accordance with law to Professionals under the President's appointment authority. The authority to terminate Administrators and award them severance pay may not be sub-delegated to subordinate officers or employees of the College.
3. Review of Terminations. Exempt Administrative Personnel who are terminated in accordance with this section may request informal conferences with the President. Terminations are not appealable and may not be grieved under section XIII of this Handbook.

C. Termination of Administrative/Regular Personnel

1. Grounds for Termination. Administrative/Regular Personnel may be terminated for cause or due to a reduction in force.
 - a. For Cause. Administrative/Regular Personnel may be terminated for cause based on the following reasons:
 - (1) Mental or physical disability. (Mental or physical disability which, even with reasonable accommodation, substantially interferes with the person's ability to perform the essential functions of the job in question). Termination under these grounds shall be in compliance with federal law which prohibits discrimination against handicapped persons.
 - (2) Neglect of duty (the willful and repeated nonperformance of one or more duties or responsibilities reasonably required of Professionals).
 - (3) Conviction of a felony or acceptance of a guilty plea or a plea of nolo contendere to a felony.
 - (4) Insubordination (the willful noncompliance with a reasonable directive

from a supervisor or superior that is within the authority of that person).

- (5) Moral turpitude.
 - (6) Incompetency (the inability to perform in a manner considered to be minimally adequate according to institutional standards).
 - (7) Notwithstanding competency, the failure to meet reasonable standards of performance included in this Handbook, in other institutional policies, in written job descriptions, or annual Professional Management Plans.
 - (8) Failure to fulfill any written provision of any employment contract.
 - (9) Verbal or written misrepresentation of qualifications, background or accomplishments in connection with securing employment or promotion.
 - (10) Unprofessional conduct as described in Section III of this Handbook if the nature, gravity and/or frequency of the unprofessional conduct justifies dismissal.
- b. Reduction in Force. Administrative/Regular Personnel may be terminated due to a reduction in force based on the following justification:
- (1) A reduction in force may be justified on either of the following bases:
 - i. There is a justifiable change in program including a reorganization of an administrative department, office or other administrative unit.
 - ii. There is a significant decline in state appropriations or other revenue that creates a need for the institution to reduce expenses.
 - (2) Administrative/Regular Personnel may justifiably be terminated if there is a substantial relationship between the basis or bases for a reduction in force and the termination of their employment.
 - (3) In the event that a reduction in force justifies the termination of Administrative/Regular Personnel employed in substantially identical positions, personnel with poorer performance records shall be terminated before or instead of personnel with better performance records. Performance shall be measured by institutional performance evaluations for the preceding three years. If the employees' performance is substantially equal, less senior personnel shall be terminated before or instead of more senior personnel.
 - (4) The determination that one or more of the bases for reduction in force exist shall be made by the Board after receiving a recommendation from the President. In making this recommendation, the President shall consult

the Chief Financial Officer.

2. Procedures for Terminating Administrative/Regular Personnel (For Cause or Due to a Reduction in Force.
 - a. Source of Authority for Termination.
 - (1) The Trustees delegate the authority to terminate Administrative/Regular Personnel to the President.
 - b. Notice of Termination.
 - (1) Time of Notice. Notice of termination may be given at any reasonable time.
 - (2) Form of Notice. Notice shall be given in writing and shall be either delivered in person or sent by certified mail to the address shown on personnel records of the College. The notice shall be contained in a sealed envelope addressed to the employee being terminated and marked "confidential." A signed and dated receipt shall be requested of the person in the case of personal delivery; a return receipt shall be requested in the case of mail delivery.
 - (3) Source of Notice. The Trustees delegate the authority to give notice of termination to the President.
 - (4) Content of Notice. The notice shall set out each justification or reason asserted for the termination due to reduction in force or termination for cause following disciplinary procedures. In addition, the notice shall inform the recipient of the effective date of the termination and of his or her right to review of the decision.
 - c. Effective Date of Termination. The effective date of termination of Administrative/Regular Personnel due to reduction in force shall be 60 days after the notice is placed in the United States Mail or delivered personally to the recipient, whichever is earlier. Termination for cause following disciplinary proceedings shall be effective immediately, unless otherwise stated in the notice or unless appealed.
 - d. Appeal of Termination. Administrative/Regular Personnel who have been notified of termination due to a reduction in force or termination for cause following disciplinary proceedings in accordance with Section XII of this policy may appeal by requesting a meeting with the President.
 - e. Formal Review of Termination.
 - (1) Meeting with the President.

- (a) Within five calendar days after receiving notice of termination due to a reduction in force or as a result of disciplinary proceedings, an Administrative/Regular employee may appeal the termination decision by submitting a written request for a meeting with the President. (In case of hardship, as determined by the President, a later request may be submitted.) If the employee intends to assert that the reduction in force and/or termination is unjustified or violates a statutory or constitutional right, the assertion should be included in the request.
 - (b) As soon as possible after receipt of the request for a meeting, the President shall meet with the employee to review the termination decision. At this meeting, the President shall explain the justifications for the termination due to reduction in force or termination as a result of disciplinary proceedings specified in the notice of termination and give the employee an opportunity to present evidence and/or argument opposing the reduction in force and/or termination.
 - (c) Within 15 working days after the meeting, the President shall issue a written decision either affirming the termination due reduction in force or termination as a result of disciplinary proceedings or rescinding the termination. A copy of the President's decision shall be provided to the employee. The termination shall become effective only upon notice to the employee of a decision by the President affirming the termination.
- (2) Hearing Officer Review. Administrative/Regular Personnel who have been terminated due to a reduction in force or as a result of disciplinary proceedings may request a post-termination evidentiary hearing before a Hearing Officer.
- (a) If the President issues a decision affirming the termination due to reduction in force or as a result of disciplinary proceedings, the employee may request a hearing before a hearing officer.
 - (b) A request for hearing before a hearing officer shall be delivered in writing to the Office of the President within seven calendar days after the employee receives the President's decision.
 - (c) Within ten working days after the receipt of a timely request for hearing, the employee and the President shall mutually agree on the appointment of an impartial hearing officer willing to serve. If agreement cannot be reached, the employee and the President shall select a hearing officer from a panel of three persons appointed biennially by the Trustees to hear appeals. Each shall strike one name from the list and the remaining person shall serve as the hearing officer.

- (d) Costs for the hearing including the Hearing Officer's fees and expenses and recording the hearing, shall be borne by the College except that the employee and the College shall each be responsible for expenses incurred at their individual requests, such as, expenses for transcripts, witnesses, and attorneys.
- (e) The hearing officer shall schedule and notify the parties of the time and place of the hearing. The hearing shall be held within 30 days after the hearing officer's appointment unless the hearing officer grants a continuance requested by a party for good cause. The College and the employee are entitled to the active participation of legal counsel of their choosing at their own expense. The notice of termination due to a reduction in force as a result of disciplinary proceedings and the employee's request for a pre-termination meeting with the President shall be the pleadings for purposes of the hearing, except that the employee may amend his or her request at any time at or before the commencement of the hearing. The College has the burdens of producing evidence and persuasion by a preponderance of the evidence with regard to the justification(s) or reasons for the termination due to reduction in force or as a result of disciplinary proceedings and the termination. The employee has the burdens of producing evidence and persuasion with regard to any assertion contained in the request other than denials of the justifications or reasons stated in the notice. No evidence may be admitted at the hearing which is not relevant either to a justification or reason stated in the notice or to an assertion contained in the request.
- (f) As soon as practicable after the hearing, the Hearing Officer shall prepare a written decision containing findings of fact, conclusions, and a recommendation. Every decision by a Hearing Officer shall be deemed to be an initial decision for purposes of review.

(3) Trustees' Review.

- (a) The hearing officer shall promptly transmit his/her initial decision, along with the record and the findings of fact, conclusions and recommendation, to the Chairperson of the ASC Board of Trustees for review. Copies shall be furnished to the employee and the President.
- (b) The Trustees shall review and take action on the initial decision of a hearing officer at the next regular meeting.

(4) Judicial Review.

- (a) 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.

- (b) Final action by the Trustees upholding the termination is subject to such judicial review as provided by law.

(5) Mootness of Proceedings.

- (a) If the issues raised by a termination become moot, any pending hearing or review proceedings shall be dismissed with prejudice.
- (b) The issues raised by termination shall become moot if the termination is rescinded by the President or the Trustees and the employee is reinstated. If the issues become moot after the effective date of termination, the employee shall be entitled to back-pay and benefits from the date of termination through the date of reinstatement unless the President or Trustees and the employee agree otherwise.

XI. TEMPORARY SUSPENSION DURING THE PENDENCY OF TERMINATION, DISCIPLINARY OR CRIMINAL PROCEEDINGS

A. Definition. Temporary suspension during the pendency of disciplinary, or criminal proceedings, or pending a decision on termination, is a temporary measure meant to protect faculty, staff, students, or the institution. A temporary suspension imposed under this section is an administrative action, not a disciplinary sanction.

B. Grounds for Temporary Suspension. Professional Personnel may be temporarily suspended with full pay and benefits if the President has reasonable cause to believe:

1. That an individual poses a threat to the physical or psychological well being of members of the College's faculty, staff, or student body OR;
2. That the presence of an individual on campus threatens to impair or disrupt the institution's teaching, administrative, or other functions; AND
3. The individual is the subject of a complaint, or the President has reasonable cause to believe, that the individual had engaged in conduct that violates this Handbook or other College policies or if the individual has been charged by law enforcement authorities with a criminal offense that reflects adversely on his/her fitness as an employee.

C. Procedures.

1. Notice of suspension may be given by any practicable means.

- a. No more than five (5) working days after an individual has been suspended the individual shall be given notice of the reasons that the President believes the temporary suspension is justified under this section and the factual bases for the President's belief, followed, within at least ten (10) working days, by an opportunity to request a meeting with the President to contest the reasons justifying the suspension, present information regarding mitigating circumstances or affirmative defenses, or otherwise explain his/her alleged conduct. Within ten (10) working days after the meeting, or if the individual does not request a meeting, within 20 working days of notice of the suspension, the President shall either: (i) terminate the individual; (ii) continue the suspension pending a decision on termination or the outcome of the disciplinary, criminal, or other proceeding; or (iii) rescind the temporary suspension. Notice of the President's decision shall be given to the individual either by certified mail, return receipt requested, or by hand delivery. The President may terminate the Professional at any time during the suspension and these procedures will become moot.
2. The President, in his/her sole discretion, may rescind a temporary suspension at any time.

D. Salary and benefits

1. Salary and benefits shall remain in force for the duration of any temporary suspension.

XII. FORMAL DISCIPLINARY PROCEDURES AND SANCTIONS

A. Grounds For Discipline

1. Coordination with Affirmative Action Grievance Procedures.
 - a. Grievance procedures have been adopted by the College to review allegations that Professional Personnel violated College policies prohibiting unlawful discrimination (including sexual harassment). See Anti-Discrimination Policy and Grievance Procedure, Appendix C, Article I.
 - b. In order to avoid duplicative proceedings and the risk of inconsistent decisions, the Anti-Discrimination Policy and Grievance Procedures shall be substituted for the investigation step in this procedure.
 - (1) Where the alleged conduct, if true, is in violation of the Anti-Discrimination Policy and Grievance Procedure, the matter shall be referred to the Affirmative Action Officer who shall offer the complainant the opportunity to pursue the matter under the College Discrimination Grievance Policy. Regardless of whether the complainant pursues the matter under the Anti-Discrimination Policy

and Grievance Procedure, the matter shall be investigated and the President shall take such action as he/she deems necessary to promptly resolve all allegations of discrimination so as to end any present discrimination, protect against future discrimination and remedy past discrimination, in a manner that does not unreasonably burden the complainant.

- c. The President may impose any of the disciplinary sanctions authorized in this Handbook.
 - d. Actions taken pursuant to this disciplinary procedure and the outcome of this procedure are not grievable under Section XIII, Grievance Procedure.
2. Any Professional may be subject to disciplinary action for cause, up to and including dismissal. Cause is defined as:
- a. Neglect of duty (the willful and repeated nonperformance of one or more duties or responsibilities reasonably required of Professional Personnel).
 - b. Conviction of a felony or acceptance of a guilty plea or a plea of nolo contendere to a felony.
 - c. Insubordination (the willful noncompliance with a reasonable directive from a supervisor or superior that is within the authority of that person).
 - d. Moral turpitude.
 - e. Incompetency (the inability to perform in a manner considered to be minimally adequate according to institutional standards).
 - f. Notwithstanding competency, the failure to meet reasonable standards of performance included in this Handbook, in other institutional policies, in written job descriptions, or annual Professional Management Plans.
 - g. Failure to fulfill any written provision of any employment contract.
 - h. Verbal or written misrepresentation of qualifications, background or accomplishments in connection with securing employment or promotion.
 - i. Unprofessional conduct as described in Section III of this Handbook or any other violation of this Handbook or College policy.
3. The availability of this formal process for disciplining Professional Personnel does not change the fact that Professional Personnel, except for Administrative/Regular Personnel, are at-will employees who may be terminated from their positions at any time with or without cause and no statement of reasons

for termination shall be required or accompany notice of termination, unless the President, in his/her discretion, undertakes formal disciplinary action in accordance with the process set forth in this Section XII, in which case the Professional shall be given notice of the outcome of the disciplinary action in accordance with this policy. The President is not compelled to undertake this process prior to terminating such Professional Personnel.

B. Formal Disciplinary Procedure

1. Investigation.

The President, upon receipt of credible information indicating that a Professional has engaged in conduct that, if true, constitutes a violation of College policies may investigate the circumstances in accordance with this Disciplinary Procedure Policy.

- a. The President may personally investigate the circumstances or may appoint another individual or committee to investigate. Outside investigators not employed by the College may be appointed to investigate or assist in an investigation. The President shall request a written report from any committee or individual appointed to investigate and may seek recommendations from appropriate supervisory personnel as to appropriate disciplinary sanctions.
- b. The written report shall include a summary of disputed and undisputed facts, a recommendation as to whether the facts demonstrate reasonable grounds to believe that the Professional engaged in conduct that constitutes a violation of the policy(ies), an assessment of the credibility of any information sources and a recommendation as to appropriate discipline, if any.

2. Further Action.

Upon review of the investigation report, the President may refer the matter for further investigation if necessary. When the President is satisfied with the investigations, he/she shall

- a. dismiss the matter, or
- b. undertake appropriate disciplinary or non-disciplinary measures to address the matter. The President shall give the Professional confidential notice of this determination.

3. Sanctions

The President may impose the following disciplinary sanctions.

- a. Suspension
- b. Demotion
- c. Reassignment to a position with a substantial change in pay or benefits
- d. Reduction in salary or reduction/denial of a salary increase
- e. Ineligibility to serve on an official campus body
- f. Dismissal
- g. Apology
- h. Reassignment to another position without substantial change in pay or benefits, additional supervision requirements, or other specific corrective or improvement measures reasonably related to the substantiated charges.
- i. Verbal or written warning
- j. Verbal or written reprimand
- k. Participation in rehabilitation, remedial instruction, counseling, training or service-related activity
- l. Other reasonable actions specifically tailored to address the matter in question.

4. President's Decision

The President's decision is final, non-appealable and non-grievable, except that Administrative/Regular Personnel may appeal dismissal in accordance with Section X.C.2.e. of this Handbook. Dismissal of a Professional who also holds tenure as a faculty member is effective only as a dismissal from the Professional's administrative position Dismissal from a tenured faculty position must be in accordance with Section IX.C of the Faculty Handbook. The President's decision shall become effective on the date upon which it is issued unless otherwise stated in the decision.

5. Progressive Discipline Not Required

The disciplinary sanctions listed in Section B.3. need not be administered progressively. Two or more of the sanctions may be imposed concurrently. The severity of the sanctions should be reasonably proportional to the nature and

gravity of the conduct. Prior disciplinary actions may be taken into account in making a determination of the appropriate sanction.

6. Public Name Clearing Hearing.

Any Professional may request a public name clearing hearing if the Professional has reasonable cause to believe, and submits to the President a written request setting forth facts that, if true, show that published statements or public actions of the College in the course of disciplining the Professional have falsely impugned the good name, reputation, honor or integrity of the Professional. Termination or administrative leave/temporary suspension are not public actions falsely impugning the good name, reputation, honor or integrity of the Professional. The name clearing hearing shall be open, except that the hearing officer may order that certain portions of the hearing be closed for the taking of evidence where necessary to protect specific and identified privacy rights of witnesses. The hearing shall be conducted by a hearing officer under the hearing officer review procedures set forth in Section X.C.2.e.2.

XIII. GRIEVANCE PROCEDURE

The Handbook encourages professionals to resolve grievances, complaints and other intra-professional disputes informally. Should attempts to do so prove unsatisfactory, the Handbook provides the following process for the formal resolution of grievances.

A. Definitions

A *grievance* is "a written allegation by an affected professional that there has been a violation, misinterpretation, or improper application of written policies of the Handbook or the Trustee-approved written policies and procedures of the College."

A *complaint* is "an informal claim by an affected professional of improper, unfair or arbitrary treatment that does not meet the criteria for grievance, and is not a matter for which an alternate method of review is prescribed."

B. Exclusions

The informal and formal complaint and grievance procedures outlined below do not apply to dismissals, terminations, non-renewals, suspensions, disciplinary actions, reassignment of Professional Personnel, including Administrative/Regular Personnel to other exempt College positions disputes concerning performance evaluations or annual professional development plans, or allegations of discrimination on the basis of race, creed, color, religion, sex, age, handicap, national origin, veteran or marital status, or sexual orientation. Allegations of discrimination should be referred to the campus Affirmative Action Officer. They will be handled in accordance with Appendix C - General College Policies, Article I - Anti-Discrimination Policy and Grievance

Procedure.

C. Informal Resolution of Complaints and Grievances

The most satisfactory method for resolving complaints and grievances is by informal discussions between the parties and other personnel/College committees who may be of assistance in resolving the matter. **Complainants and grievants are urged to attempt to resolve their complaints and grievances informally before initiating the grievance and complaint procedure described below. After a formal grievance/complaint has been received by the College Grievance Committee (CGC) per the process described below, the CGC will offer in writing an opportunity for informal mediation.**

D. The College Grievance Committee

1. Functions

The College Grievance Committee (CGC) is an ad hoc committee that may make recommendations, facilitate the informal resolution of grievances and complaints, and may consider and recommend action on grievances/complaints.

Grievants/complainants are not obligated to consult with or use the services of the College Grievance Committee.

2. Convening the College Grievance Committee

The College Grievance Committee shall be an ad hoc committee. Upon receipt of a request (Appendix A) from a complainant or grievant, the President shall convene the College Grievance Committee and ensure that its membership conforms to the following guidelines. The Committee shall consist of three Professional Personnel (and one alternate) selected by the Provost and two Faculty members (and one alternate) selected by the Faculty Senate President. Committee members from the department or unit from which the complaint or grievance originates shall be excluded from the Committee, in which case the applicable alternate shall serve on the Committee. If more than one member of the Committee is from the same department or unit as the complainant or grievant, the President shall select additional representatives to ensure a Committee membership of five. The Committee shall elect from its membership a chair and secretary who shall serve for the duration of the complaint or grievance process.

E. Complaint/Grievance Procedure

If a complaint/grievance as defined above cannot be resolved informally, the complainant/grievant may request the College Grievance Committee to consider his or

her complaint/grievance.

1. Statement of Complaint/Grievance and Supporting Materials

The complainant/grievant shall submit a written statement describing in detail the nature of the complaint/grievance to the President. The complainant/grievant must cite the specific **Handbook** policies that allegedly have been violated or the improper, unfair or arbitrary treatment alleged. The complainant/grievant shall also provide supporting information that he or she deems pertinent, the names of all parties directly involved, and documentation that the complainant/grievant has attempted to resolve the complaint/grievance informally.

2. Review of the Statement of Complaint/Grievance

After such time in which the Statement of Complaint has been reviewed by the AAO/EEO and deemed to fall under the purview of the CGC, the CGC shall meet in executive session to review the Statement of Complaint/Grievance. After completing its review, the CGC may, by majority vote, decide to hold a hearing or to submit a summary recommendation to the President of the College. At any point in this process the Chair of the CGC may ask for a written response to the Statement of Complaint from the respondent. The CGC shall provide notice of its decision (and, if applicable, a copy of its summary recommendation) to all parties named in complainant's/grievant's Statement of Complaint/Grievance.

3. Hearing

If the CGC determines that the complaint/grievance warrants a hearing, the Chair shall notify all involved parties of the date, time, and location of the hearing. Although the hearing is not a legal proceeding, the CGC shall establish such guidelines and procedures as shall be necessary to ensure that all parties to the complaint/grievance have an opportunity to present their views fully and fairly. Members of the CGC shall be permitted to question all parties to the complaint/grievance and to seek information from others who, in their view, can contribute to a fair resolution of the complaint/grievance.

4. Committee Deliberations

After the hearing is concluded, the CGC shall reconvene in executive session to deliberate. After deliberations are concluded, the CGC shall vote by secret ballot on its final position. The Chair shall vote, and there shall be no abstentions.

5. Recommendations

Within fifteen (15) working days of the conclusion of the hearing, the CGC shall

issue a written report to the President of the College. The report shall include its findings regarding the validity and gravity of the complainant's/grievant's allegations and its recommendations for resolving the complaint/grievance. The Chair of the CGC shall provide a copy of the report to all parties to the complaint/grievance.

6. Final Institutional Decision

If the CGC issues a summary recommendation, the President shall review the recommendation and may either accept the summary recommendation in whole or in part, or order a hearing in accordance with Subsection E.3.

If the CGC issues a recommendation based on a hearing, the President shall review the recommendation and may confer with the parties to the complaint/grievance. Within fifteen (15) working days of receipt of the CGC's recommendation, the President may accept or reject the CGC's recommendation in part or in whole or make such other decision as he or she deems to be equitable. The President's decision shall be final and non-appealable.

7. Records

The Chair of the College Grievance Committee shall be responsible for providing to the Office of the President minutes of all committee sessions and copies of all correspondence, ballots, and material submitted to the CGC as part of its deliberation.

Approved by the Adams State College Board of Trustees: April 6, 2007

Amended: February 27, 2007 - Appendix C, Article I, Anti-Discrimination Policy and Grievance Procedure added

Amended: May 4, 2007- Appendix C, Article II, Duty of Loyalty and Duty to Avoid Conflicts of Interest Arising From Professional, Financial and Business Relationships and Appendix C, Article III, Duty to Avoid Conflicts of Interest Arising from Family Relationships and Consensual Amorous Relationships added

Amended: August 29, 2008 – Revisions Pursuant to Annual Review

APPENDICES

APPENDIX A
NOTICE OF COMPLAINT/GRIEVANCE – GRIEVANCE COMMITTEE
REQUEST

Please use this form for Complaints and Grievances

Name: _____ Date: _____

Department: _____

Mailing Address for Complaint/Grievance Reports or Communications:

1. For a grievance, list provision(s) of the Professional Personnel Handbook or Trustee Policy Manual that you feel were violated (state section, paragraph, and page):

2. For a complaint, describe the treatment that you felt was unfair, improper, or arbitrary.

Respondent (if any):

Describe the event that led to your complaint/grievance, include pertinent dates. If you feel the grievance is of a continuing nature, state reason.

Remedy sought to date:

Signature of Complainant/Grievant(s)

Printed/Typed Name

Submit copies of this form to:

1. President

Date received _____

**APPENDIX B
LEAVE REQUEST FORM**

Name: _____

Type of Leave Requested (check one)

Administrative: _____

Leave Without Pay: _____

Dates and Types of Last Leave:

Dates of Requested Leave:

Applications for Administrative Leave and Leave Without Pay Only:

1. I am requesting administrative leave/leave without pay (strike one) for the following purpose(s): (Attach additional pages if necessary.)

2. The terms of employment to be in effect upon my return from leave are:
 - a. Position
 - b. Salary
 - c. Other

My signature below attests that I have read, understand, and agree to comply with College and Trustee policies governing administrative leave/leaves without pay

Signed: _____ Date _____

3. Recommendations and approvals:

Department Manager/Director _____

Vice-President _____

Human Relations Manager _____

President _____

APPENDIX C
General College Policies

The following policies are a part of this Handbook and apply to Professional Personnel as well as other members of the Campus Community as specified in each policy. For employees, including Professional Personnel, adherence to applicable policies is a condition of employment, and failure to follow applicable policies constitutes cause for discipline, up to and including dismissal. The failure of a student to adhere to applicable policies may result in sanctions, up to and including expulsion.

Article I. Anti-Discrimination Policy and Grievance Procedure

I. Definitions. The following definitions shall apply to this Policy.

1. "Affiliate" means an entity at which members of the Campus Community work or study (including entities that accept student interns) and other third parties or service providers on campus or associated with the College through contracts, affiliation agreements, or otherwise.
2. "Affirmative Action Officer" means the person appointed to by the College to investigate complaints or grievances. When the President appoints another to fulfill the role of the Affirmative Action Officer with respect to a particular matter, Affirmative Action Officer shall be read to mean the person so appointed by the President. The contact information for the current Affirmative Action Officer is attached to this Policy as Exhibit 2.
3. "Calendar day" and "day" mean any day of the year. "Working day" means a day on which the College holds regular class sessions or exams, and excludes Saturdays, Sundays, and College holidays. It includes summer session, even if a party is not enrolled, employed or volunteering during the summer, and periods of annual or other leave requested by the party.
4. "Campus Community" means Students, Faculty, Professional Personnel, Classified Staff, and Volunteers, who are admitted or enrolled in the College, are participating in programs offered by the College, or who are employed by, or volunteering for the College.
5. "Complaint" means a written or oral allegation of violation of this policy that has not been formally filed as a Grievance.
6. "Complainant" means a person making a written or oral allegation of violation of this policy other than by filing a Grievance.
7. "Disciplinary action" means the process for and sanctions available for violations of College policy as set forth in the *Adams State College Student Handbook* or any applicable Graduate Program Handbook or Catalog, the *Faculty Handbook*, the *Personnel Board Rules and Director's Administrative Procedures* or the *State Colleges in Colorado Handbook for Professional Personnel* until the *ASC Professional Personnel Handbook* is adopted, and then the processes for and sanctions available under the *ASC Professional Personnel Handbook*.

8. "Employee" means any member of the Classified Staff, Professional Personnel or Faculty.
9. "Grievance" means a written allegation of discrimination or retaliation that is filed with College in accordance with this policy. A sample Grievance form is attached as Exhibit 1 to this policy.
10. "Grievant" means any member of the Campus Community who files a written Grievance.
11. "Party" means Grievant(s) or Respondent(s).
12. "Precautionary action" means any corrective, non-disciplinary action that is taken as a result of allegations of discrimination or retaliation and that is reasonably calculated to end present discrimination/retaliation, protect against future discrimination/retaliation, or remedy past discrimination/retaliation.
13. "Protected status" means race, color, national origin, sex (including pregnancy), religion, age, disability, veteran or marital status, or sexual orientation.
14. "Respondent" means a member of the Campus Community against whom a Grievance has been filed.
15. "Service" means hand delivery, signed receipt required, or certified mail, return receipt requested. The date of service shall be the date of mailing according to the records of the College or hand delivery as evidenced by a postal certification form or a receipt signed by the recipient. If the recipient does not accept a hand-delivery, a certification signed by the person who attempted to deliver the notice shall be conclusive evidence of the date of service.
16. "Supervisory-level employee" means any employee or student who supervises, evaluates or is responsible for the work of another employee or student.

II. Prohibitions

- A. **Discrimination.** The College prohibits and will not tolerate discrimination that violates federal or state law or this policy. The College does not discriminate on the basis of race, age, color, religion, national origin, gender, sexual orientation, veteran status, or disability. The College complies with Titles VI and VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Education Amendments of 1972 (Title IX), the Age Discrimination in Employment Act, the Rehabilitation Act of 1973,

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

- B. **Sexual Harassment.** Sexual harassment is a type of discrimination. The College prohibits and will not tolerate sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other unwelcome verbal and physical conduct based on sex when:
1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or education; or
 2. Submission to or rejection of such conduct is used as the basis for making employment or educational decisions about a person; or
 3. Such conduct has the purpose or effect of substantially and unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive working or educational environment. For such conduct to constitute sexual harassment in the teaching context, the behavior must also be persistent, pervasive, and not germane to the academic subject matter and affect class participation or ability to participate in or benefit from an education program, opportunity or activity, or create an intimidating, threatening or abusive educational environment.
- C. **Retaliation.** The College prohibits and will not tolerate retaliation against any person who opposes or reports a discriminatory practice which is forbidden by law or this policy or who has filed a Grievance, testified, assisted or participated in any manner in an investigation or proceeding conducted under this policy. Acts of retaliation may be the subject of a Complaint or Grievance under this policy.
- D. **Penalties.** Members of the Campus Community who engage in discrimination, sexual harassment, or retaliation against any member of the Campus Community or any employee of any Affiliate may be subject to precautionary action or disciplinary action, up to and including termination of employment or expulsion from the College.

III. Discrimination By or Against Persons Outside the Campus Community

- A. Agreements with Affiliates must contain provisions requiring Affiliates to comply with the letter and the spirit of all applicable State and Federal laws respecting discrimination and unfair employment practices. Illegal discrimination or retaliation by an Affiliate or an Affiliate's employee

affecting any member of the Campus Community may result in precautionary and remedial actions up to and including termination of the Affiliate's agreement with the College. Such allegations shall be reported to the primary College representative/contact person identified in the agreement ("College Representative") or the Affirmative Action Officer. The College shall investigate the credibility of the allegations and promptly notify the Affiliate of any credible allegations and request appropriate action. The College also shall promptly take any necessary precautionary actions as appropriate.

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

IV. Procedure for Campus Community Discrimination Complaints and Grievances

A. Application

1. This procedure applies to allegations of discrimination or retaliation made by any member of the Campus Community against any other member of the Campus Community.

B. Time Limits

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

C. Purposes of the Discrimination Grievance Procedure

1. To provide a mechanism for prompt and fair internal resolution of allegations of discrimination or retaliation by members of the Campus Community that is reasonably calculated to immediately end any harassment or retaliation, remedy its effects and prevent harassment from occurring again; and
2. To provide a prompt and fair procedure for administering allegations of discrimination or retaliation by Campus Community members that violate this policy.

3. For allegations between or among Classified Staff alleging discrimination or retaliation, this Discrimination Grievance Procedure shall be construed as the grievance policy adopted by the College pursuant to Personnel Board Rules 8-3B and 8-8B and shall be in lieu of the Grievance Procedures set forth in Chapter 8 of the Department of Personnel Board Rules and Director's Administrative Procedures.

D. Protection of the Parties

1. It will be the Affirmative Action Officer's responsibility to keep the President, closely informed about any and all Complaints and Grievances involving discrimination/retaliation that arise within the College. The Affirmative Action Officer will have final authority to decide all procedural matters and arrange for and coordinate all informal resolution efforts unless otherwise specified herein. These decisions are final, non-appealable and non-grievable.
 - a. Any reference in this policy to "The President" shall be read as "the Chair of the Board of Trustees" if the President is subject of the Complaint.
 - b. "Affirmative Action Officer" shall be read as "the President's designee" if the President has made such designation for investigation. The President may make such designation whenever he/she deems that the interest of the College would be best served, and shall make such designation if the Affirmative Action Officer is the subject of the Complaint/Grievance.
2. The President or supervisory personnel may take precautionary action to protect the Complainant/Grievant and to prevent contact between the Complainant/Grievant and the Respondent during the pendency of the process. Any such actions shall be in addition to any precautionary or disciplinary measure imposed by the process.
 - a. In accordance with the applicable procedures set forth in the *Adams State College Student Handbook* or any applicable provision of a Graduate Program Handbook or Catalog that provides a process for temporary or summary suspension, the *Faculty Handbook*, the *Personnel Board Rules and Director's Administrative Procedures*, the *State Colleges in Colorado Handbook for Professional Personnel* and when adopted, the *Adams State College Professional Personnel Handbook*, the President may impose administrative leave,

temporary suspension or summary suspension, as appropriate, in conjunction with this policy.

3. Complaints and Grievances will be treated with discretion to protect the privacy of those involved. Participants in the Complaint/Grievance process, including parties, witnesses, employees, agents, students, confidential advisors, mediators or facilitators will treat all information and documents as confidential and will not discuss the matter with, or provide documents to, anyone except as necessary for the investigation and any subsequent proceedings, or as authorized or required by law.
 - a. Failure to observe these confidentiality requirements may be cause for discipline, up to and including termination of employment or expulsion from the College.
4. Participants in Discrimination Grievance Procedures should not be promised confidentiality beyond that stated herein.
5. Except for the failure of a Grievant to attend an interview or discussion conducted pursuant to this policy, failure of any member of the Campus Community to cooperate with College officials in pursuing allegations of discrimination/retaliation may be cause for discipline.
6. The intimidation of, unauthorized contact with, or retaliation against any individual because of that individual's involvement in a Complaint/Grievance is a violation of College policy and may be the subject of a Complaint or Grievance under this or other College policies and may result in discipline.
7. Abuse of the Complaint/Grievance process is grounds for discipline. Abuse of this process includes fraudulent or bad faith allegations, knowingly false statements of fact or documentation, or otherwise behaving irresponsibly in connection with any part of a Complaint/Grievance.
8. A member of the Classified Staff who makes a Complaint against another member of the Classified staff may have a representative present at any stage in the Complaint/Grievance process and that representative may speak for him/her, however the Classified Staff member is expected to participate in discussions. Other members of the Campus Community may be advised by a representative at any stage of the process but must speak for themselves.

E. External Processes

1. Those who believe they are victims of discrimination or retaliation may initiate outside legal action through private sources or the appropriate State or Federal enforcement agencies.
2. If an external complaint, grievance or charge is filed with an equal opportunity enforcement agency or in State or Federal court while a Complaint/Grievance is pending within the College and the complaints arise out of the same incident(s) or make similar allegations of discrimination/retaliation the College may discontinue the internal Complaint/ Grievance process. The College may nonetheless require an investigation of all credible allegations of discrimination/retaliation and take precautionary/disciplinary action as appropriate even if the Complaint/Grievance process has been discontinued.

F. Consolidation of Grievances

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

G. Informal Resolution Efforts

1. It is the goal of the College to provide prompt resolution of any Complaints/Grievances in a manner that ends any present discrimination/retaliation, protects against future discrimination/retaliation and remedies past discrimination/retaliation. To advance this goal, the College strives to resolve perceived discrimination/retaliation at the lowest level possible. Frequently the most satisfactory process for resolving perceived discrimination/retaliation is informal discussion between the parties and appropriate administrators. Such discussions will generally precede the filing of a written Grievance as defined under this policy but may also take place after the filing of a Grievance.
2. In informal resolution, affected employees, administrators, students, and/or outside facilitators, will reason together to identify problems, to develop understanding, to reconcile differences and, if appropriate, to redress allegations of discrimination/retaliation. Upon approval by the President and consent of the parties, the Affirmative Action Officer may refer a matter to mediation for

informal resolution. Informal resolution may be by-passed or terminated if the person who perceives he or she has suffered discrimination/retaliation feels it is necessary to do so.

3. The Complainant, appropriate supervisory personnel or the Vice President of Student Affairs, the Affirmative Action Officer and if appropriate, other individuals who may facilitate communications will discuss informal resolution. The person(s) alleged to have engaged in discrimination/retaliation may be asked to join the discussion if the Affirmative Action Officer determines that it would be worthwhile and the Complainant consents.
4. Any remedy arising from informal resolution efforts will be reduced to writing within seven calendar days after the conclusion of informal resolution efforts. A remedy arising from informal resolution may consist of 1) an informal remedy determination issued by the appropriate supervisory level-employee or the Vice-President of Student Affairs after discussions with the Complainant and others; or 2) a written agreement between the Parties.
5. If a Complainant is dissatisfied by an informal remedy determination issued by the appropriate supervisory personnel or the Vice President of Student Affairs, the Complainant may, within five (5) calendar days after service of the informal remedy determination, proceed with a formal Grievance.
6. An agreement for informal resolution entered into by the Parties must be approved by the President and is binding, final, unappealable and non-grievable.

H. Reporting

1. **Process for an Employee or Volunteer to Report Discrimination/Retaliation.** Any employee or volunteer who believes he/she has been discriminated against or retaliated against is encouraged to report the alleged discrimination/retaliation to the employee's supervisor, next level supervisor, or the Affirmative Action Officer.
2. **Process for Student to Report Discrimination/Retaliation.** Any student who believes he/she has been discriminated against or retaliated against is encouraged to report the alleged discrimination/retaliation to the Vice President of Student Affairs or the Affirmative Action Officer.

3. **Duty to Report Discrimination/Retaliation.** Any supervisory-level employee or Faculty member who observes what he/she reasonably believes to be discrimination or retaliation, or who receives a Complaint making allegations of discrimination or retaliation by a member of the Campus Community has a duty to promptly inform the Affirmative Action Officer, or if the Complaint is against the Affirmative Action Officer, the Human Resources Director. Any Student Residence Director or Resident Assistant who, in the scope of his/her duties observes what he or she reasonably believes to be discrimination or retaliation against a student, or who receives a Complaint from a student making allegations of discrimination or retaliation by a member of the Campus Community has a duty to promptly inform the Vice President of Student Affairs or the Affirmative Action Officer. The matter will be referred for appropriate informal discussions as provided above.
- a. A supervisory-level employee, Faculty member or Student Residence Director or Resident Assistant who fails to report alleged discrimination or retaliation may be subject to discipline, up to and including dismissal.
 - b. A supervisory-level employee, Faculty member or Student Residence Director or Resident Assistant is not to attempt to independently investigate or mediate allegations of discrimination or retaliation, except that a supervisory-level employee may take steps necessary to issue an informal remedy determination under section IV.G.4.
 - c. If the person reporting discrimination/retaliation is someone other than the alleged victim, the Affirmative Action Officer, the Vice President of Student Affairs or his/her designee will ask the alleged victim(s) to confirm whether the reported conduct occurred. If the alleged victim does not confirm that the reported conduct occurred, the matter will not be pursued. If the alleged victim confirms that the conduct occurred, the alleged victim will be offered the opportunity to pursue resolution of the matter under this Procedure. If the alleged victim declines to pursue resolution of the matter through this Procedure the matter shall be reported to the President who may require an investigation and take such precautionary/disciplinary actions as he/she deems appropriate under the circumstances.

- d. Even if a person reporting or acknowledging the occurrence of perceived discrimination or retaliation requests that no action be taken, the supervisory-level employee, Faculty member or Student Residence Director or Resident Assistant still has a duty to inform the Affirmative Action Officer or Vice President of Student Affairs of the alleged discrimination/retaliation. The supervisory-level employee, Faculty member or Student Residence Director or Resident Assistant should inform the person reporting the alleged discrimination or retaliation that the matter must be reported, that the process for resolving allegations of discrimination or retaliation is handled with discretion to protect the parties, but that neither anonymity nor complete confidentiality can be promised.

I. Filing a Grievance

1. Any Campus Community member may file a formal written Grievance when he/she believes that he/she has been discriminated against or retaliated against, whether or not the matter has been reported in accordance with Section H. The Grievance may be filed with the Affirmative Action Officer or in the absence, unavailability or perceived conflict of interest of the Affirmative Action Officer, with the Human Resources Director (for employees and volunteers) or the Vice President of Student Affairs (for students).
2. Step 1
 - a. The Grievant will file a written Grievance which shall include:
 - i. the Grievant's name, mailing address, telephone number, and email address
 - ii. the identity of the Respondent(s)
 - iii. the type of discrimination or perceived reasons for retaliation
 - iv. the facts and circumstances of the alleged discrimination/retaliation
 - v. the dates on which the alleged conduct occurred

- vi. the identity of any witnesses which the Grievant believes to possess relevant information and a description of the information that each witness is believed to possess
 - vii. the signature of the grievant

- b. If the alleged discrimination/retaliation took place more than ten (10) days prior to the filing, the Grievant must also submit, a statement showing good cause for not filing within the ten (10) day time limit.

- c. The Affirmative Action Officer will determine whether the Grievance is within the jurisdiction of this policy.

- d. Jurisdiction under this process is established when:
 - i. The Grievance is timely filed, and
 - ii. The Grievant has submitted a sufficient written Grievance, and
 - iii. The Grievance sets forth facts that, if true, show reasonable cause to believe that a violation of this policy has occurred.

- e. If the Grievance documents do not establish jurisdiction under this policy, the Affirmative Action Officer will serve the Grievant with written notice of this finding. The Grievant may request the President's review of a finding of no jurisdiction under this policy by submitting a written request for review to the Affirmative Action Officer within three (3) working days of the date of service of the finding.

- f. The President's determination of jurisdiction shall be rendered as soon as possible after the President receives the request for review. The President's determination of jurisdiction is final. The Grievant will be provided with a copy of the President's determination.

- g. If the Grievance establishes jurisdiction, the Affirmative Action Officer will serve a copy of the written Grievance on the Respondent with the Grievant's address, telephone and email address redacted.

- b. The interview provides the Respondent with an opportunity to be heard by a fair and impartial fact-finder and to explain, deny, or offer mitigating reasons. If the Respondent fails to attend an interview for reasons other than an unforeseeable emergency, documented to the satisfaction of the Affirmative Action Officer, such failure constitutes a knowing and voluntary waiver of this opportunity and the report may be rendered without Respondent's input.
- c. If the Grievant fails to attend an interview for reasons other than an unforeseeable emergency documented to the satisfaction of the Affirmative Action Officer, the Affirmative Action Officer, in consultation with the President, may deem the Grievance withdrawn and discontinue the process. Even if the Grievance is deemed withdrawn, the President may require further investigation and take appropriate disciplinary/precautionary action if appropriate.
- d. The Affirmative Action Officer will promptly prepare and deliver to the President a written report summarizing the investigation that includes observations as to credibility of interviewees, a finding as to whether discrimination/retaliation occurred, and a recommendation of precautionary measures. The President shall review the report and take action as he/she deems necessary. The President may also pursue discipline in accordance with the appropriate handbook disciplinary procedure.
 - i. For **Faculty**, the appropriate disciplinary procedure is found in Section VIII.A.2-10 of the *Faculty Handbook*, and the appeal provisions in Section IX. available to Tenured Faculty upon imposition of appealable discipline. The investigation provided for in this policy shall substitute for the investigation called for in Section VIII.A.1. of the *Faculty Handbook*. The Grievance and Complaint Procedure in Section XI of the *Faculty Handbook* does not apply to allegations of discrimination/retaliation under this policy.
 - ii. For **Professional Personnel**, until the *ASC Professional Personnel Handbook* is adopted, the appropriate disciplinary procedure is found in Section X.A.3.b. of the *State Colleges in Colorado*

Handbook for Professional Personnel entitled “Presidential Meeting with the Professional” and the appeal to a hearing officer available under Section X.B.2. for appealable disciplinary sanctions imposed by the President or, in the event of termination, termination proceedings as provided in Section XII of the *State Colleges in Colorado Handbook for Professional Personnel*. The investigation provided for in this policy shall substitute for the investigation called for in Section X.A.2. The Grievance Procedure in Section XIV of the *State Colleges in Colorado Handbook for Professional Personnel* is not applicable to claims of discrimination in violation of this policy. Upon adoption of the *ASC Professional Personnel Handbook*, the appropriate disciplinary procedure is to be found in Section XII. The investigation provided for in this policy shall substitute for the investigation provided for in section XII.B.1. The Grievance Procedure in Section XIII of the *ASC Professional Personnel Handbook* does not apply to allegations of discrimination/retaliation under this policy.

- iii. For **Classified Staff**, the appropriate disciplinary procedure is found in Sections 6-8B through 6-15B and Chapter 8 of the *Personnel Board Rules and Personnel Director’s Administrative Procedures*. This Discrimination Grievance Procedure shall be in place of the Grievance Process set forth in Chapter 8, Section 8-8B of the *Personnel Board Rules and Personnel Director’s Administrative Procedures*. The informal remedy determination shall be in lieu of the first level decision available under section 8-8B.A.3. The formal Grievance shall be in lieu of the formal written process provided for under section 8-8B.A.4.
- iv. For **Students**, the appropriate disciplinary process is as set forth in the *Adams State College Student Handbook* or the appropriate sections of the, applicable Graduate Program Handbooks or Catalogs.

Approved by the Adams State College Board of Trustees: February 27, 2007

Exhibit 1

NOTICE OF DISCRIMINATION GRIEVANCE FORM

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

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

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

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

Part A - to be fully completed by the Grievant

Name(s) of Grievant(s):

Date:

Mailing Address:

Telephone:

E-mail:

Summary of Complaint:

Date(s) of alleged discrimination:

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

Signature of Grievant (date)

Signature-Person Receiving Grievance (date)

Printed Name of Grievant (date)

Printed Name-Person Receiving Grievance (date)

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

Grievance filed on _____(date) Alleged discrimination occurred on _____(date(s))

____A statement of good cause for untimely filing is required

____If required, the statement is attached.

If required, the statement shows good cause for the
untimely filing. ____Yes ____No

____ Part A is fully completed

____ A written Grievance is attached

The Grievance alleges facts that, if true, are sufficient to create a reasonable belief that
the College's Anti-Discrimination Policy has been violated. ____Yes ____No

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

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

Jurisdiction under this policy is established ____Yes ____No

Exhibit 2

Contact Information for Reporting Violations of Anti-Discrimination Policy

Joel Korngut, Director of the Office of Equal Opportunity

joelkorngut@adams.edu

Isabel Medina Keiser, Diversity Officer

isabelmedinakeiser@adams.edu

SUB-329 (719)587-8213

Ms. Tracy Rogers, Director of Human Resources

tracy_rogers@adams.edu

RH-127 (719)587-7990

Mr. Kenneth Marquez, Vice President of Student Affairs

klmarque@adams.edu

RH-234 & COR (719)587-7221

Dr. Michael Mumper, Provost

mmumper@adams.edu

RH-240 (719)587-7436

Dr. Donald Johnston, Associate Provost of the Graduate School

djohnston@adams.edu

RH-217 (719)587-8152

If a member of the Campus Community feels threatened, he or she should contact Public Safety at 719-587-7901. In an emergency, call 911.

Article II. Duty of Loyalty and Duty to Avoid Conflicts of Interest Arising From Professional, Financial and Business Relationships

I. Application of Policy

This policy applies to Professional Personnel and Faculty. Violations of this policy shall be grounds for discipline, up to and including dismissal.

II. Definitions

For purposes of this policy, the following definitions shall apply:

1. “Apparently” conflict means to give rise to criticism or suspicion of conflicting interest or duties.
2. “Immediate Family Member” means spouses, children, parents, grandparents, grandchildren, brothers and sisters.
3. “Substantial financial interest” means an ownership interest of five percent (5%) or more of the stock or controlling interest of the business, an ownership interest of five percent (5%) or more in real or personal property, prospective employment for which negotiations have begun, a position or relationship as a member of the governing board or management, limited or general partner, agent, advisor, consultant, representative or other similar position or relationship.

III. Duty of Loyalty

- A. Employment with the College is a public trust. Faculty and Professionals are expected to carry out their duties for the benefit of the people of the State of Colorado and for the benefit of the College and avoid any activities that will negatively reflect upon the integrity and mission of the College.
- B. Unauthorized disclosure of privileged or confidential information including but not limited to student education records, executive session discussions, attorney–client privileged communications, confidential personnel information or other confidential information acquired in the course of official duties for the College, whether or not such disclosure is for personal gain, is a violation of this policy and may be a violation of law.

IV. Duty to Avoid Conflicts of Interest Arising From Professional, Financial and Business Relationships

- A. Professionals and Faculty members often participate in professional, financial and business activities outside of their duties at the College, such as consulting and similar activities which can enhance professional development, advance the dissemination of knowledge and further the mission of the College. These relationships may also give rise to conflicts of interest which may threaten to undermine a Professional's or Faculty member's responsible performance of his or her College duties or conflict with the interests and mission of the College. Such conflicts can compromise the College's reputation for integrity and academic excellence. Thus, each Professional and Faculty member, by virtue of employment, accepts the responsibility to avoid activities or commitments that are or appear to be in conflict with his or her College duties and/or the interests of the College or the State of Colorado. These obligations are in addition to each Professional's and Faculty member's obligation to comply with the Code of Ethics for Public Employees, § 24-18-101, C.R.S., *et seq.*, §§ 18-8-301 through 18-8-408, C.R.S. and such other statutes, regulations or Constitutional provisions, as amended from time to time, governing the conduct of public employees and public servants.
- B. Outside professional, financial and business activities shall not:
1. Interfere with or take time or effort away from, the efficient performance of the Professional's or Faculty member's job;
 2. Actually or apparently conflict with the interests of the College or the State of Colorado;
 3. Involve use of College resources, facilities, or property without prior written approval by the President.
- C. Professionals and Faculty shall make disclosure of apparent or actual conflicts on an annual basis, and whenever:
1. A change in circumstances gives rise to an apparent or actual conflict, or
 2. Disclosure is requested by the College, or
 3. A grant or other externally supported project requires disclosure, or
 4. Disclosure is required by State or Federal law or regulation.
- D. Professionals and Faculty members will disclose any actual or apparent conflict on a form prescribed by the Human Resources Department. Disclosures shall be filed with the Human Resources Office and shall be maintained in the Professional's or Faculty member's personnel file and kept confidential as permitted by law, except to the extent that such documentation may be necessary for use in grievance and disciplinary investigations and proceedings.

- E. Disclosures shall be reviewed by the President, who may appoint a Conflicts Advisory Committee to assist in such review. The President shall determine the manner in which the actual or apparent conflict is to be managed or alleviated. Failure to adhere to the President's determination is a violation of this policy.
- F. Professionals and Faculty members shall file the required disclosure form and must refrain from exercising discretionary authority with respect to any transaction or decision under College consideration that would benefit a firm or entity in which the Professional or Faculty member or an Immediate Family Member has a substantial financial interest, or any transaction or decision under College consideration that would detrimentally affect a firm or entity competing with a firm or entity in which a Professional or Faculty member has a substantial financial interest. The obligation to refrain from exercising discretionary authority with respect to the transactions described in this paragraph is automatic and self-executing, without requiring a determination by the President.

Approved by the Adams State College Board of Trustees: May 4, 2007

Article III. Duty to Avoid Conflicts of Interest Arising from Family Relationships and Consensual Amorous Relationships

I Application of Policy

This policy applies to Professional Personnel and Faculty. Violations of this policy shall be grounds for discipline, up to and including dismissal.

II. Definitions

- A. For purposes of this policy, the following definitions shall apply:
1. “Consensual Amorous Relationship” means a dating, sexual, physical, romantic, domestic cohabitation or domestic partnership relationship and any other similar relationship that goes beyond professional consideration or friendship.
 2. “Family Relationship” means the relationship between immediate family members.
 3. “Immediate Family Member” means spouses, children, parents, grandparents, grandchildren, brothers and sisters.

III. Purpose of the Policy

- A. The College's educational mission is promoted by professionalism in Professional/Faculty-student relationships and supervisor-supervisee relationships.
- B. Professionalism is fostered by an atmosphere of mutual trust and respect. Taking note of the respect and trust accorded a Faculty member by a student and a supervisor by a supervisee, Faculty and Professionals recognize that they are required to make decisions regarding those who they teach, advise, supervise, discipline or evaluate based on professional rather than personal considerations and in a manner that will not endanger this atmosphere of mutual trust and respect. They should be aware of the possibility that an apparent Consensual Amorous Relationship with a student or supervisee may be interpreted (either now or at a later date) as nonconsensual and, therefore, sexual harassment.
- C. The power differential inherent in Professional/Faculty-student and supervisor-supervisee relationships may compromise the student's or supervisee's ability to decide and thus call into question the bona fide consensual nature of the relationship. The potential exists for the student

or supervisee to perceive a coercive element in suggestions regarding activities outside those appropriate to professional relationships. The College therefore discourages all such relationships.

- D. Faculty and Professionals need to be aware of potential conflicts of interest and the possible compromise of their professional capacity that may result from a relationship that goes beyond professional consideration or friendship, whether that relationship is a Family or a Consensual Amorous Relationship. They also need to be aware that a Family or Consensual Amorous relationship may give rise to a perception on the part of others that the evaluative capacity of the Professional or Faculty member has been compromised.

IV. Relationships That Are Prohibited

- A. It is a violation of this policy for a Professional or Faculty member to undertake or attempt to undertake a Consensual Amorous Relationship or permit one to develop with a student or supervisee who is enrolled in the person's class or is subject to that person's advisement, supervision, discipline or evaluation, even when both parties appear to have consented to the relationship.

V. Relationship Conflicts of Interest Requiring Disclosure and Avoidance, Management or Alleviation

- A. The following circumstances are defined as “Relationship Conflicts of Interest” that must be disclosed and shall be avoided, managed or alleviated by the College:
 - 1. When a Faculty member is faced with the responsibility to teach, advise, supervise, discipline or evaluate a student with whom the Faculty member has a pre-existing Consensual Amorous Relationship or Family Relationship. The Faculty member shall disclose the conflict to the Faculty member’s Department Chair (or if the Department Chair is a party to the conflict, the Assistant Provost) and the conflict shall be avoided or alleviated as follows:
 - a. If possible, avoid assigning the student to course sections taught by the Faculty member.

- b. In the event it is not possible to avoid assigning the student to a course section taught by the Faculty member, the Department Chair (or if the Department Chair is a party to the conflict, the Assistant Provost) shall arrange for another instructor to evaluate the students written work, non-written work, performances, teaching practice, clinical practice and/or similar academic work.
 - c. The Faculty member shall withdraw from all formal and informal participation in and consideration of any disciplinary or dismissal proceedings against the student.
 - d. A student will not be assigned to a Faculty advisor with whom that student has a Relationship Conflict of Interest. In the event of such an assignment, the Faculty advisor shall disclose the Relationship Conflict of Interest to his/her Department Chair (or if the Department Chair is a party to the conflict, the Assistant Provost) and request that the student be reassigned.
2. When a position appointment or promotion would place a Professional or Faculty member in a position to directly supervise or evaluate an employee with whom the Professional or Faculty member has a Family Relationship or a Consensual Amorous Relationship. If a Professional or Faculty member is being considered for appointment or promotion to a position that would create such a Relationship Conflict of Interest, the Professional or Faculty member under consideration shall disclose the Relationship Conflict of Interest to the President (or if the President is a party to the conflict, the Chair of the Board of Trustees). The College shall avoid making appointments that create such conflicts.
3. When a position appointment or promotion would place a Professional or Faculty member in position to verify, receive or be entrusted with moneys received or handled by another Family Member or Partner to a Consensual Amorous Relationship (“Partner”), or have access to confidential information, including payroll and personnel records of another Family Member or Partner, or to appoint, discipline or dismiss such employee. If a Professional or Faculty member is being considered for appointment or promotion to a position that would create such a Relationship Conflict of Interest, the Professional or Faculty member under consideration shall disclose the Relationship Conflict of Interest to the President (or the Chair of the Board of Trustees if the President is a party to the Conflict). The College shall attempt to avoid appointments or promotions that create such

conflicts, but, upon a written determination of the President (or the Chair) that the appointment or promotion is necessary to serve the interest of the institution (“Determination of Necessity”), the conflict may be managed or alleviated by additional or alternative reporting requirements, additional reviewing requirements, segregation of certain confidential information, or other similar measures as appropriate to the circumstances. The specific measures for managing and/or alleviating the conflict shall be included in the written Determination of Necessity.

- B. If, at the time of adoption of this policy, a Professional or Faculty member has an existing Consensual Amorous Relationship with another employee that the Professional or Faculty member would be prohibited from undertaking under Section IV of this policy, the Professional or Faculty member shall disclose the relationship to the President and the President shall take such actions as he/she deems appropriate to alleviate the conflict. If at the time of adoption of this policy, a Professional or Faculty member has an existing Relationship Conflict of Interest that is required by this policy to be disclosed and avoided, managed or alleviated by the College, the Professional or Faculty member shall disclose the Relationship Conflict of Interest to the President, who shall take such actions as he/she deems appropriate to manage or alleviate the conflict.
- C. The College shall not refuse employment to a person solely because the person is married to or plans to marry another employee. *See* §24-34-402(1)(h), C.R.S. However, the College may refuse to employ an Immediate Family Member, intended spouse or a partner to a Consensual Amorous Relationship (“Partner”), if the appointment or promotion would result in any of the following:
 - 1. An Immediate Family Member or Partner directly or indirectly exercising supervisory, appointment, dismissal or disciplinary authority over another Family Member or Partner, or
 - 2. An Immediate Family Member or Partner auditing, verifying, receiving or being entrusted with moneys received or handled by another Family Member or Partner, or
 - 3. An Immediate Family Member or Partner having access to confidential information, including payroll and personnel records, of another Family Member or Partner.
- D. When a Professional or Faculty member is asked to serve on a committee, the function of which is to make recommendations that may affect the career or academic progress of a student or employee with whom the Professional or Faculty member has, or has had, an ongoing or recent

(within the preceding 6 months) Relationship Conflict of Interest, the Professional or Faculty Member shall withdraw from all formal and informal participation in and consideration of the matter.

- E. Written documentation concerning disclosures of Relationship Conflicts of Interest and measures to manage or alleviate such conflicts shall be maintained in the Professional's or Faculty member's personnel file and kept confidential as permitted by law, except to the extent that such documentation may be necessary for use in grievance and disciplinary investigations and proceedings.

Approved by the Adams State College Board of Trustees: May 4, 2007