# HANDBOOK FOR PROFESSIONAL PERSONNEL

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EXECUTION OF PROFESSIONAL PERSONNEL POLICIES

Effective July 1, 1994, the policies and procedures set forth below shall replace all previously published personnel policies and procedures with the proviso that nothing herein shall be construed as terminating or otherwise affecting previously acquired rank.

Amendments to the Handbook may originate with the Trustees; with Trustee committees, councils, or commissions; with the Trustees' staff; with the President's cabinet; or with the Faculty Advisory Council to the Trustees (FACT). Whatever the point of origin, all amendments will be submitted to the President of the State Colleges, who will consult with the cabinet to determine if a proposed amendment should be referred to an authorized Trustee committee, council or commission before it is referred to the full Board for consideration.

All college policies and procedures contained either directly or by reference in approved institutional handbooks must be in accord with the personnel policies of the Trustees, who retain all statutory authority to govern the State Colleges through policies which they establish and maintain. Any amendments to the Handbook shall take effect and be incorporated in professional personnel's contracts immediately upon adoption by the Trustees.

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

Any policy or procedure in this Handbook which is in conflict with a state or federal statute, policy, or regulation is superseded by that statute, policy, or regulation.

1Adopted May 20, 1988; revised June 17, 1994.
GLOSSARY

Administrative/Regular Status

"Administrative/regular status" is granted to all non-faculty professional personnel who were formerly defined as faculty in this Handbook in accord with 23-10-102 (4) C.R.S., 1973; namely, counselors, librarians, and student service personnel who completed at least three years of continuous service at one of the State Colleges at the end of the 1987-88 fiscal year. Such employees are accorded due process as specified in Section XII of this Handbook.

Administrators

“Administrators” means all professional personnel who are employed on administrative or administrative/regular contracts as defined in this Glossary unless a different meaning is clearly implied by the context in which the word is used.

Contract Type

All contracts issued to professional personnel are of seven types:

- **Probationary Contract:** Probationary contracts are ordinarily issued to nontemporary full-time faculty members in their first through fifth years of employment.

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1 Adopted September 12, 1997
2 Adopted May 11, 1990
3 Probationary faculty serving in their first or second full year of probation during 1987-88, will be considered for tenure at the end of their third year of probation unless they specifically elect to be considered for tenure at a later time under the amendments to the Handbook which became effective on May 20, 1988. The college must notify faculty members in this category concerning this provision in writing and provide an election form accompanying the 1988-89 contract. This option applies only to the length of the probationary period. In all other respects, such probationary faculty will be subject to the amendments to the Handbook which took effect on May 20, 1988. The term "faculty" here applies only to those full-time professional personnel as defined in this Glossary.
Tenured Contract: Tenured contracts are issued to nontemporary full-time faculty members who have successfully completed a probationary period (except that faculty appointed with immediate tenure need not complete a probationary period) and who have been awarded tenure by the Trustees or who acquired tenure under Title 23, Article 10 of the Colorado Revised Statutes (repealed 1988).

Terminal Sixth Year Contract: Terminal sixth year contracts are nonrenewable, one academic year contracts offered to faculty members who were not awarded tenure by the Trustees during their fifth probationary contracts.

Administrative Contract: Administrative contracts are issued to those professional personnel who are not members of the classified system and who are not faculty excluding personnel who are issued administrative/regular contracts (as those terms are defined in the Handbook). Administrative contracts are contracts of at-will employment. Unless the context requires otherwise, the expressions "administrator(s)" and "administrative personnel" shall not apply to personnel who are issued administrative/regular contracts.

Administrative/Regular Contract: Administrative/regular contracts are issued to all non-faculty professional personnel who were formerly defined as faculty in this Handbook in accord with 23-10-102 (4) C.R.S., 1973; namely, counselors, librarians, and student service personnel, and who completed at least three years of continuous service at one of the State Colleges by the end of the 1987-88 fiscal year.

Temporary Contract: Temporary contracts are issued to professional personnel employed to fill positions classified as temporary in nature. (See Section IX.B.3.)

Transitional Retirement Contract: Transitional retirement contracts are employment contracts issued to retired professional personnel whose participation in a transitional retirement program has been approved by the college president. The terms of transitional retirement contracts are governed by Section XVII.G of this Handbook and institutional transitional retirement policies.

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1 Adopted May 11, 1990
2 Adopted May 11, 1990
3 Adopted February 11, 1994
GLOSSARY - Continued

**Dismissal**

See "Termination."

**Faculty**

"Faculty" includes only those professional personnel whose primary responsibility is to provide academic instruction on a full-time or a part-time basis and who may hold academic rank. Full-time faculty may hold tenured, probationary, transitional or temporary appointments. Part-time faculty are transitional or temporary. The term "faculty" does not include professional personnel who are counselors, librarians, student service personnel, or other administrative professional personnel covered under this *Handbook*.

**Fiscal Emergency**

"Fiscal Emergency" means a financial occurrence of an urgent nature, as declared by an affirmative vote of the majority of the Board, caused by a reduction in the sum total of general fund revenues appropriated to the Board and cash funds received by the Board which threatens the ability of a college to maintain its previous level of operations and previous standards in the fulfillment of its role and mission as approved by the Board.

**Grievance Procedure**

"Grievance Procedure" refers to the procedure of Section XIV developed to assure the prompt and satisfactory response to written allegations that there has been a violation, misinterpretation, or improper application of written policies of this *Handbook* or the Trustee-approved written policies and procedures of the colleges. The Grievance procedure of Section XIV does not apply to disciplinary actions, dismissal, nonrenewal, suspension, reassignment of administrative or administrative/regular personnel, termination of administrative personnel, adverse tenure recommendations, denials of tenure or failure to acquire tenure for other reasons, disputes concerning annual professional development plans, comprehensive evaluation plans, or post-tenure performance improvement plans and reevaluations, or discrimination on the basis of race, creed, religion, sex, age, handicap, or national origin.

**Institution**

"Institution" or "college" denotes any and all of the colleges of the State Colleges in Colorado statutorily

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1*Adopted May 11, 1990; revised February 11, 1994; revised September 12, 1997.*
Glossary - Continued

assigned to the Trustees.

Nonrenewal

See "Termination."

Part-time

"Part-time" applies to professional personnel in three categories:

a. Faculty appointed for instruction and/or related responsibilities on a per-credit-per-term basis at less than 1.0 full-time equivalency.

   Such appointments are normally limited to nine semester credit hours per term. However, special circumstances may justify the assignment of additional semester credit hours on a temporary basis.

b. Non-faculty administrative personnel appointed for less than 1.0 full-time equivalency.

c. Faculty or administrative personnel employed under transitional retirement contracts for less than 1.0 full-time equivalency.

Performance Evaluation

“Performance evaluations” means annual performance reviews, comprehensive evaluations post-tenure performance improvement plan reevaluations conducted in accordance with section VIII of this Handbook.

Probationary Period

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1 Adopted September 14, 1990; revised March 15, 1991; revised February 12, 1993.

2 Adopted September 12, 1997
The "probationary period" for probationary faculty is five years which is defined as five consecutive, full-time annual probationary contracts as more fully set forth in Section IX.B.2.b.(3).

Professional Status

Professional Personnel, Employees

"Professional Personnel, Employees" applies to everyone subject to the provisions of this **Handbook**; i.e., non-classified personnel.

Classified Personnel

"Classified Personnel" applies to those employees who are covered by the State Personnel System Act, 24-50, C.R.S. 1973, Part 1, and who are not subject to the provisions of this **Handbook** unless also employed by separate appointment as professional employees as defined above.

Programmatic Need

"Programmatic Need" refers to those principles and practices contained in Section XI.A.3.a.(2) of this **Handbook**.

Reasonable Standards of Performance

"Reasonable Standards of Performance" are those standards included in this **Handbook**, in institutional handbooks approved by the Trustees, and in individual written job descriptions.

Reduction in Force

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1Adopted May 11, 1990
"Reduction in Force" means termination of a faculty member for any one of the following reasons:

a. The institution is faced with a justifiable lack of work.

b. The institution or program area has experience declining enrollment in any two consecutive fall semesters.

c. There is any justifiable change in program.

d. The General Assembly's appropriation to the Board of Trustees is below the level of the immediately preceding fiscal year or the budgetary allocation by the Board of Trustees to an institution in a given fiscal year is below that of the immediately preceding year as a consequence of diminished needs at that institution.

e. The Board declares a fiscal emergency.

f. The institution is directed to discontinue a program by the Colorado Commission on Higher Education in accord with 23-1-107 C.R.S.

Retirement

Retirement is a voluntary termination of employment by an employee.

Sexual Harassment

"Sexual Harassment" is defined as unwelcome and repeated sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when one or more of the following conditions are met:

a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's academic advancement or employment, or

b. Submission to or rejection of such conduct by an individual is used as the basis of academic or employment decisions affecting such individuals, or

c. Such conduct has the purpose or effect of unreasonably interfering with an individual's academic and/or work performance or creating an intimidating, hostile or offensive

GLOSSARY - Continued

academic and/or working environment, or

d. Submission to or rejection of such conduct by an individual is used as the basis for delivery to or withholding of the college's services from a client or student.

Suspension

"Suspension" means temporarily relieving an individual of all duties and responsibilities as an emergency measure to prevent harm to that individual, to the institution, or to others.

Tenure

"Tenure" as used in this Handbook means that: (1) professional employees who were formerly defined as faculty under Section 23-10-102(4), C.R.S. (repealed 1988) and who completed at least three years of continuous service at one of the State Colleges by the end of the 1987-88 fiscal year; and (2) professional employees who have been awarded tenure by the Trustees may be terminated from the college and department, program area or other similar academic unit in which they are employed only for cause or due to a reduction in force as specified in Sections XI.A. or XII.C. of this Handbook. Professional employees who resign or retire relinquish their tenure. Tenure is an award made by the Trustees on the basis of professional employees' performance. Tenure cannot be acquired automatically by length of service. Tenure is granted by the Trustees to reinforce the concept of academic freedom as stated in Section III of this Handbook.

1Adopted May 11, 1990
GLOSSARY - Continued

Termination¹

"Termination" means ending a professional's employment by the State Colleges.

"Dismissal" means termination during a contract period.

"Nonrenewal" means termination at the end of a contract period.

Transitional Retiree²

"Transitional Retiree" means any professional employee who has retired and who is employed under a transitional retirement contract.

Trustees, Board

"Trustees" refers to the Trustees of the State Colleges in Colorado. "Board" refers to the Trustees of the State Colleges in Colorado.

Year, Academic

The "academic year" is the period specified on faculty employment contracts which includes the regular terms of instruction, exclusive of summer sessions. The period is determined by institutional custom and normally commences in late August or early September and ends in mid-May or the end of May.

Year, Fiscal

The "fiscal year" for the State Colleges in Colorado is the fiscal year of the State of Colorado: July 1

¹Adopted February 11, 1994

through June 30.
I. PURPOSE OF THE HANDBOOK FOR PROFESSIONAL PERSONNEL

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

A. Oath or Affirmation of Allegiance

The following procedures are prescribed by the Trustees in accordance with 22-61-104, C.R.S.

1. The oath or affirmation shall be administered to all persons employed by the Trustees of the State Colleges in Colorado in teaching positions regardless of the length of the employment period. This shall be construed to include all ranked and unranked personnel, graduate assistants, and any other persons engaged in teaching, whether on campus, extension, or correspondence, and whether for credit or non-credit.

2. Any person temporarily employed to teach who is a citizen of a nation other than the United States shall not be required to take the oath or affirmation.

3. The oath or affirmation shall be administered before entering upon teaching duties.

4. The oath or affirmation shall be in writing. Only one copy of the form is required and that copy shall be retained by the college as part of the employee’s personnel file. It needs to be administered only once. The one copy on file shall be good indefinitely (or until such time as the law is changed).

5. The oath or affirmation shall be administered by any person authorized to administer oaths in the State of Colorado. This includes judges, court clerks, and notaries public.
II. CONDITIONS OF EMPLOYMENT - Continued

TEACHER'S OATH OR AFFIRMATION

State of Colorado)
    ) ss
County of    )

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

Signed

Subscribed and sworn to before me this ___ day of

My commission expires
   (Date)

B. Affirmative Action

Each institution shall develop Board approved affirmative action plans which comply with applicable federal and state statutes, regulations, and executive orders. These plans are to be in accord with the Trustee Anti-Discrimination Employment policy to be found in Section 2.1 of the Trustee Policy Manual. The approved affirmative action plans shall be utilized by the institutions to pursue their goals.

A current copy of the plan for each college will be readily available in each administrative office and in the college library.

C. Sexual Harassment

It is Trustee policy to maintain campus environments free from sexual harassment. Sexual harassment is regarded as unprofessional conduct, and each state college shall take appropriate action against such behavior (see Glossary of this Handbook for a definition of sexual harassment).
III. ENDORSEMENT OF ACADEMIC FREEDOM

The Trustees endorse the principle of Academic Freedom understood as meaning freedom to discuss academic subjects fully, freedom to engage in research and to publish the results of research, and freedom to write or speak as citizens without fear of institutional censorship or discipline provided individuals do not represent themselves as speaking for their institutions.
IV. PROFESSIONAL CONDUCT\textsuperscript{1}

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 IV.

2. Allegations of unprofessional conduct will be dealt with on a case-by-case basis. The burden of proving unprofessional conduct lies with the accuser. Each college will constitute a broadly representative ethics committee to hear allegations of unprofessional conduct referred to it by the college president. The procedures to be followed in these cases are set forth in section X of this Handbook.

B. Academic Responsibilities

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

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

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

C. Responsibilities to Students

Professional personnel shall:

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

2. Teach by example the highest scholarly, professional and ethical standards of their disciplines;

\textsuperscript{1}Adopted March 10, 1995
IV. PROFESSIONAL CONDUCT - Continued

3. Make every reasonable effort to foster honest academic conduct;

4. Ensure that each student's evaluations reflect his or her actual performance;

5. Acknowledge significant academic or scholarly assistance from students;

6. Demonstrate respect for students as individuals;

7. Respect the legally and ethically confidential nature of their relationship with students; and

8. Avoid exploiting, harassing, threatening, intimidating or discriminating against students.

D. Responsibilities to Colleagues and Staff

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

1. Respect and defend free inquiry by their colleagues;

2. Exhibit due respect for the opinions of others in exchanging criticism and ideas;

3. Acknowledge their academic debts;

4. Strive to be objective in their professional judgments of colleagues and staff;

5. Avoid exploiting, harassing, threatening, intimidating or discriminating against colleagues and staff; and

6. Accept their share of responsibility for governance of the college.

E. Responsibilities to College

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

1. Seek to be effective teachers, scholars and administrators;

2. Observe institutional policies that do not contravene academic freedom. Although
professionals have the right to criticize and seek changes in institutional policies and local, state and federal laws and regulations, they have a corresponding obligation to comply with policies published in institutional handbooks, the State Colleges in Colorado *Handbook for Professional Personnel*, 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 of the Colorado Revised Statutes) unless and until such policies, laws and regulations are changed;

3. Give due regard to their paramount institutional responsibilities in determining the amount and character of work done outside it; and

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

**F. Responsibilities as Citizens**

As members of their communities, professional personnel shall:

1. Have the same rights and obligations as other citizens, but exercise their rights and measure the urgency of their obligations in the light of their responsibilities to their profession, discipline, students, and institution.

2. Neither intentionally create the impression of speaking or acting for their institution when they speak or act as private persons nor, when engaged in political activities, use public funds, services or facilities for political purposes or identify their institutions with political institutions or parties;

3. As citizens engaged in a profession that depends on freedom for its health and integrity, promote conditions conducive to free inquiry and further public understanding of academic freedom; and

4. Reach an understanding with the 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.

G. College Policies

The colleges may adopt supplemental standards of professional conduct which shall be published in their institutional handbooks.

H. Violation of Standards of Professional Conduct

Professional personnel who violate these or duly adopted and published college standards of professional conduct may be subject to disciplinary action up to and including termination of employment for cause.
V. DUTIES AND RESPONSIBILITIES OF THE PRESIDENT

The president of each institution shall be responsible for the total operation of all its areas and functions. The president shall utilize a Trustee-approved representative body of democratically-elected persons as a voice on academic and institutional matters. However, it is understood that the president shall retain final internal authority.

The selection procedures, conditions of employment, and evaluation policies for college presidents are set forth in the Trustee Policy Manual.
VI. FACULTY RANK

A. General Policy

1. **Titles for Ranked Faculty.** The basic rank structure for faculty shall be Instructor, Assistant Professor, Associate Professor, and Professor.

2. **Titles for Temporary, Honorary, or Exchange Faculty.** Additional titles available for use by state colleges are Adjunct Professor, Lecturer, Visiting Professor, Graduate Assistant, and Faculty Assistant. These titles are described in Section VI.D.

3. **Transfer from Faculty to Administrative Positions.** Rank held at the time of an administrative appointment shall be retained.

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

B. Qualifications for Academic Rank

This section establishes requirements for academic rank that shall be applied to faculty being considered for initial appointment or for promotion in rank.

1. **College Teaching Experience.** At each rank a faculty member must have the minimum number of years of college teaching experience specified below. The teaching experience need not be at a state college.

<table>
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<th>Rank</th>
<th>Minimum College Teaching Experience</th>
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<tr>
<td>Instructor</td>
<td>No Minimum</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>No Minimum</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>Four Years</td>
</tr>
<tr>
<td>Professor</td>
<td>Seven Years</td>
</tr>
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2. **Educational and Experiential Qualifications.** The doctoral degree is the appropriate educational qualification for most academic fields and is normally required for the rank of Associate Professor and Professor. By doctoral degree is meant the earned doctorate from an accredited institution. The normal educational qualifications for academic rank are:
VI. FACULTY RANK

<table>
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<th>Rank</th>
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<tr>
<td>Instructor</td>
<td>Master's degree</td>
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<tr>
<td>Assistant Professor</td>
<td>Master's degree plus 45 quarter hours or 30 semester hours of appropriate post-master's degree work</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>Doctoral degree</td>
</tr>
<tr>
<td>Professor</td>
<td>Doctoral degree</td>
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Each institution shall include in the institutional handbooks submitted for Board approval the degree requirements and non-teaching work experience requirements to be used as criteria for academic rank in those fields for which the normal requirements specified above are not appropriate.

C. Promotion in Academic Rank

1. Institutional Promotion Procedures. Each state college shall develop for Trustee approval specific procedures to be used to identify faculty to be recommended for promotion in academic rank. These procedures shall be consistent with the criteria specified in Sections B.1 and B.2 above. Institutional promotion procedures shall also ensure that any candidate for promotion undergo a comprehensive evaluation in accordance with Section VIII.B.3 of this Handbook in connection with his or her promotion application. The results of the comprehensive evaluation shall be considered in addition to, not as a substitute for, other Trustee and institutional criteria for promotion. Final promotion decisions shall be made by the president.

2. Promotion Not Automatic. Meeting the minimum qualification does not imply automatic promotion. Evidence of professional excellence must be developed through the approved institutional procedures.

1Adopted March 15, 1991; revised September 12, 1997.
VI. FACULTY RANK

3. **Exceptions to Eligibility Qualifications.** Exceptional qualifications for rank that do not match the preceding specifications for education and experience may be considered by the college on their merits. Criteria for judging such exceptional qualifications, if any, shall be included in college promotion procedures approved by the Board.

D. Additional Ranks for Temporary or Honorary Faculty

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

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

   Board approval is not required for adjunct appointments.

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

2. **Joint Appointments.** Joint appointments are used to appoint to the faculty of a state college an individual who is employed on a full-time or part-time basis by another college or university in order to give professional status in more than one institution. The rank that is to be awarded shall be the same as for a regular faculty member based on education and experience. The individual with a joint appointment may or may not receive payment for the services rendered to the institution, depending upon the inter-institutional arrangements for the exchange.

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2 Adopted March 15, 1991
VI. FACULTY RANK

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

3. **Lecturer and Visiting Professor.** The ranks of lecturer or visiting professor may be used in the appointment of faculty for temporary assignment with the State Colleges. This terminology is preferred for such temporary appointments so that it will be clearly understood that the employment will not continue beyond expiration of the contract period.

4. **Other Titles for Academically Related Appointments.** Educational efficiency or effectiveness may require the appointment of persons in supportive roles to regular faculty members, even though the support personnel may not have the educational or experiential qualifications for appointment as a ranked faculty member. The title "graduate assistant" shall be used to identify such persons if they are graduate students and the title "faculty assistant" shall be used for those who are not. The minimum degree requirement for such assignments shall be the baccalaureate degree. All such appointments shall be specified as temporary in nature.

5. **Emeritus Status for Retiring Faculty and Administrators.** State colleges may recommend an honorary title (emeritus) for a retired faculty member or administrator. Emeritus status shall not be automatically conferred on all retirees, but rather shall be based on high standards of professional performance and committed service to the institution over an extended period.

   The criteria and procedures to be used by the colleges in identifying qualified individuals shall be included in the institutional handbooks.

Recommendations for emeritus status may be made at any time but the status shall be conferred only by Board action.

6. **Exceptions.** All recommendations for appointments that do not use the titles or ranks specified in this selection shall be submitted to the Board for special consideration. This applies both to honorific appointments and appointments-for-pay.
VII. SALARY AND WORKLOAD

A. Salaries

1. **Authority to Award Salary Increases.** The Trustees, and, to the extent that the authority is delegated to them by subsection A.4 of this section VII, the college presidents, possess the sole authority to determine whether, when, and by what amount or percentage, if any, salaries shall be increased and the personnel to whom such increases, if any, shall be awarded. This policy shall not and shall not be construed to create entitlements or contractual rights to performance-based, cost of living, longevity, equity, parity or other salary increases nor shall institutional salary administration systems expressly or impliedly create or be construed to create any such entitlements or rights. From time to time the Trustees or the colleges may conduct equity studies of professional salaries or salary surveys of peer institutions nationally. However, authorization of salary increases and/or allocation of salary improvement funds to the colleges based on such studies or surveys is committed to the Trustees' discretion.

2. **Salary Administration System.** Each college shall develop for Board approval a salary administration system that is consistent with the guidelines prescribed by this Trustee policy. Salary administration systems currently incorporated in institutional handbooks shall be amended to conform to this policy.

3. **Guidelines for Institutional Salary Administration Systems.**

   a. The general goals of a salary administration system are to:

      (1) Encourage a high level of professional performance.

      (2) Attract and maintain a high quality faculty and administration.

      (3) Establish procedures for setting salaries.

      (4) Promote a constructive relationship between exempt personnel's professional activities and the goals and objectives of the Trustees, the institutions, and their subdivisions.

   b. The primary role of institutional salary administration systems shall be to

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1Adopted June 17, 1994
VII. SALARY AND WORKLOAD - Continued

establish a clear relationship between professional performance and compensation.

(1) Except as otherwise provided in this section VII, the colleges shall award salary increases and/or distribute Trustee-allocated salary improvement funds solely on the basis of professional performance.

(2) Professional performance shall be measured by Trustee-approved institutional performance evaluation systems (comprehensive evaluations and/or annual reviews of faculty members and performance evaluations of administrative and administrative/regular personnel), promotions and other indicia of meritorious performance (e.g., qualifying for merit-based institutional grants or awards). Institutional performance evaluation systems shall be consistent with and approved by the Trustees in accordance with Section VIII of this Handbook.

(3) Salary increases shall not be awarded to any person whose performance is below the minimum acceptable standard set by the colleges' performance evaluation systems.

c. Salary increases based on professional performance may take several forms, including:

(1) An increase in base salary;

(2) A bonus which shall not be added to the base;

(3) Others to be developed or already utilized by the colleges.

d. Institutional salary administration systems may also be used to promote certain subsidiary purposes:

(1) To increase the number of faculty with terminal qualifications in their disciplines.

(2) To promote salary parity and equity at a college.
VII. SALARY AND WORKLOAD - Continued

(3) To prevent the loss of highly qualified personnel.

(4) To compete in the marketplace.

However, except as provided in subsection A.4 of this section VII, the colleges may use Trustee-allocated salary funds or other college funds for these purposes only when expressly authorized to so by the Trustees in response to specific, annual budget requests.

4. **Delegation.** The Trustees delegate the following authority to the college presidents:

a. To establish or negotiate competitive starting salaries for newly hired professional personnel

b. To award annual performance-based salary increases based on institutional salary administration and performance evaluation systems (including salary increases based on promotions in academic rank and other indicia of meritorious performance).

c. To recommend individual base salary increases on a case-by-case basis when, in the president's sole discretion, such increases are needed to increase the number of faculty with terminal qualifications in their disciplines, to promote salary equity and parity at a college, to prevent the loss of highly qualified personnel, to compete in the marketplace or to compensate professional personnel who assume additional or changed duties. Such recommendations shall be presented to the Trustees as individual personnel action items at regular or special Board meetings.

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

5. **Salary Supplementation.** During the regular term of a full-time appointment, 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 in addition to those specified in Section VII.B. Salary supplements shall not be added to the recipients' base salaries.
VII. SALARY AND WORKLOAD - Continued

6. **Outside Employment and Business Ownership.** Outside employment or business ownership shall not interfere with the performance of contractual responsibilities. The college president shall have the ultimate authority for determining whether performance is affected by outside employment.

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

8. **Salary of Administrators Transferring to Faculty Positions.** Salary of administrators transferring from administrative to faculty positions should be commensurate with that of the new position to be assumed, and shall be determined by the following criteria:

   a. Professional education.

   b. Professional experience, including length of service both in the profession and in the institution.

   c. Professional achievements.

   d. Comparable salaries of other faculty in the department or division.

B. **Faculty Workload**

The normal teaching load for faculty is 24 semester credit hours per academic year. This load is usually distributed 12 semester credit hours per semester at colleges with two semester academic years or 24 semester credit hours over three terms at colleges that have a four-term academic years. However, by mutual agreement between the faculty member and the college, the load may be spread over four terms, two semesters and the summer term or mini-terms. In order to accommodate high enrollments during a term or to meet other emergency situations, the college may assign excess loads. Reduction in teaching load in subsequent semesters or terms is authorized in these cases. Overload compensation is authorized but not guaranteed or required when teaching assignments exceed the usual distribution and load adjustments are not possible.

In addition to their teaching load, faculty member shall prepare for classes, evaluate
VII.  SALARY AND WORKLOAD - Continued

students' performance, confer with students, and participate in committee work, professional development, and other appropriate professional activities. Full-time faculty are expected to devote at least 40 hours per week during the academic year to meeting their teaching and other obligations.

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

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

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

A. Purpose

This policy governs performance evaluations of professional personnel. Professional personnel means faculty and other personnel exempt from the State Personnel System. Performance evaluations are meant to enhance professional growth and assist professional personnel to sustain and improve their contributions to their college. Decisions, including, but not limited to, merit salary adjustments, retention, tenure, promotion, special recognition, sabbatical leaves, professional development awards and dismissal for cause may take performance evaluations into account. See, e.g., sections VI, VII, IX and XI of this Handbook and any corresponding sections of institutional handbooks.

B. Evaluation of Faculty

1. Procedures

a. Each college shall develop and submit to the Trustees a performance evaluation system for full-time probationary, tenured, temporary and part-time professional personnel that is consistent with Trustee and CCHE policies and guidelines, gubernatorial executive orders and state law. Upon Trustee approval, the college shall publish and implement the evaluation system.

b. The evaluation system shall include a description of the accountability measures that the college will use to ensure and annually document its implementation.

c. Each college shall keep a written record of each faculty member’s performance evaluations in his or her personnel file. Personnel files shall be kept in one or more designated locations.

d. Each college shall strive to develop its performance evaluation system in accordance with shared governance principles and procedures. If agreement cannot be reached on a proposed performance evaluation system by deadlines established by the Trustees, the CCHE, the Governor, or state law, the college president is authorized to prepare

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1Adopted December 11, 1992; revised September 12, 1997; revised May 15, 1998.
VIII. EVALUATION OF PROFESSIONAL PERSONNEL - Continued

and submit a proposed performance evaluation system to the Trustees. The Trustees may approve, modify or reject any proposed institutional performance evaluation system. No performance evaluation system shall become effective unless and until it is approved by the Trustees.

This subsection B.1.d expressly and immediately supersedes any inconsistent Trustee and institutional policies or procedures.

2. **Institutional Faculty Performance Evaluation Systems**

The faculty performance evaluation system shall provide for a coordinated and complementary system of periodic, in-depth comprehensive evaluations and less detailed annual performance reviews. The State Colleges in Colorado subscribe to the teacher/scholar model of performance expectations. Accordingly, the performance evaluation system shall include evaluation criteria that reflect the central importance of undergraduate education by weighting teaching/effectiveness in promoting student learning more heavily than other criteria. The weight assigned to the remaining evaluation criteria will be established by each college, in accordance with Trustee and institutionally defined faculty duties and responsibilities, institutional policies, and applicable Trustee or statewide goals. In addition, the faculty performance evaluation system shall:

a. Delineate the roles and responsibilities of persons conducting and/or participating in evaluations (including the development of annual professional development plans, comprehensive development plans, and post-tenure performance improvement plans).

b. Establish procedures for amending annual professional development plans and comprehensive development plans in response to changing conditions, opportunities, and Trustee and institutional missions, goals, and objectives.

c. Establish criteria and procedures for identifying and correcting performance weaknesses or deficiencies.

d. Establish criteria and procedures for salary increases administered consistently with section VII.A of this **Handbook** as implemented by institutional handbooks and salary administration plans.
VIII. EVALUATION OF PROFESSIONAL PERSONNEL - Continued

3. Comprehensive Evaluations

A comprehensive evaluation is an in-depth assessment of a faculty member’s professional performance over a period of up to five years. Comprehensive evaluations shall be conducted: (I) annually for all probationary faculty for the purposes of evaluating and improving performance and making retention, promotion, tenure, and merit salary adjustment decisions; (ii) every five years or less for tenured faculty for the purpose of evaluating, maintaining, and improving performance (i.e., post-tenure review); and (iii) in any year in which a tenured faculty member applies for promotion in rank. Each college shall establish a cycle of one to five years for regularly scheduled comprehensive evaluations of tenured faculty members.

Although promotion and tenure decisions take comprehensive evaluations into account, neither shall be based solely on a faculty member’s comprehensive evaluations. See, e.g., the promotion and tenure policies published in sections VI and IX of this Handbook and the corresponding sections of institutional handbooks.

Each college shall establish policies and procedures consistent with this section for conducting comprehensive evaluations and for a post-tenure performance improvement process, including, at a minimum:

a. The development of a comprehensive development plan, covering a period of up to five years, which establishes goals and objectives for a faculty member’s:

   (1) Activities and performance in light of department/program goals and priorities, which are reflective of Trustee and institutional goals and priorities.

   (2) teaching/effectiveness in promoting student learning;

   (3) research and/or scholarly activity;

   (4) public service contributions to the institution and community; and
VIII. EVALUATION OF PROFESSIONAL PERSONNEL - Continued

(5) other activities, if appropriate to his/her academic discipline and/or professional assignments (e.g., linkages with the K-12 educational system, business-industry, social service agencies, or art studios).

A faculty member is expected to implement his or her comprehensive development plan throughout the comprehensive evaluation period. Progress toward achieving the goals and objectives established by the comprehensive development plan will be assessed at the end of the faculty member's comprehensive evaluation period.

b. Evaluation of a faculty member by his/her peers, students and supervisors.

c. The following provisions apply to tenured faculty only:

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

(2) If a tenured faculty member's comprehensive evaluation results are unsatisfactory, a post-tenure performance improvement plan shall be developed and adopted within ninety days after the final determination of unsatisfactory performance.

(a) The affected faculty member shall have the opportunity to participate actively in developing the plan;

(b) The plan shall set a specific date for the faculty member's reevaluation that is within three years of the date on which the plan was adopted; and

(c) The faculty member shall be re-evaluated on the basis of the performance improvement plan.
VIII. EVALUATION OF PROFESSIONAL PERSONNEL - Continued

(d) The faculty member shall have the opportunity to participate actively in his or her re-evaluation.

A faculty member is expected to implement his or her post-tenure performance improvement plan throughout the period between its adoption and the date of his or her reevaluation.

(3) If a tenured faculty member’s post-tenure performance improvement plan reevaluation results are satisfactory, the faculty member shall return to the regular cycle of annual performance reviews and periodic comprehensive evaluations.

(4) If a tenured faculty member’s performance improvement plan reevaluation results are unsatisfactory, the faculty member shall be subject to sanctions up to and including termination for cause. Sanctions or termination shall be appealable in accordance with Sections X and XI of this Handbook.

4. Annual Performance Reviews

Annual performance reviews shall be conducted annually for all tenured faculty members who are not scheduled for comprehensive evaluations during the then-current academic year. Annual performance reviews evaluate performance on a year-by-year basis for the purposes of identifying outstanding performance, identifying and correcting performance weaknesses or deficiencies, and making merit salary adjustments and other decisions. In addition, annual performance reviews evaluate the interim progress of tenured faculty toward achieving the goals of their comprehensive development plan. Each college shall establish policies and procedures for conducting annual performance reviews including, at a minimum:

aa. The development of an annual professional development plan which:

   (1) is linked to or is part of a comprehensive development plan;

   (2) establishes the faculty member’s goals and objectives relating
VIII. EVALUATION OF PROFESSIONAL PERSONNEL - Continued

to teaching, scholarly activity, and service;

(3) reflects department/program goals and priorities, which are reflective of Trustee and institutional goals and priorities.

A faculty member is expected to implement his or her annual professional development plan over his or her annual evaluation period. Progress toward achieving the goals and objectives established by the annual professional development plan will be assessed at the end of each annual evaluation period.

b. A measurement of teaching/effectiveness in promoting student learning.

c. A procedure which links the faculty member=s annual performance evaluation results to merit salary adjustments in accordance with Section VII.A of this Handbook as implemented by institutional handbooks and salary administration plans.

5. Implementation of Faculty Performance Evaluation System

Implementation of institutional faculty performance evaluation systems shall begin with academic year 1998-99. Comprehensive development plans for all probationary and tenured faculty members and annual professional development plans for faculty members who are not scheduled for comprehensive evaluation in the spring of 1999 shall be developed no later than the beginning of the 1998-99 academic year. All probationary faculty shall receive their first annual comprehensive evaluations in the spring of 1999. All tenured faculty who are not scheduled for comprehensive evaluations in the spring of 1999 shall receive their first annual performance reviews under this policy in the spring of 1999.

Comprehensive evaluations of tenured faculty may be phased in by scheduling approximately 20% of the tenured faculty for comprehensive evaluations each spring beginning in 1999. All tenured faculty will have completed a comprehensive evaluation by spring of 2003. As part of its institutional performance evaluation system, each college shall adopt policies or procedures to account for the shorter comprehensive evaluation periods applicable to some tenured faculty during implementation of the system. These may include, but are not limited to, prorated consideration of annual and/or comprehensive evaluations conducted under the college=s pre-existing performance evaluation
VIII. EVALUATION OF PROFESSIONAL PERSONNEL - Continued

systems during the one to four years immediately preceding implementation and/or other reasonable and practicable measures designed to supplement the data upon which the affected faculty members’ first comprehensive evaluations are based. Following their first comprehensive evaluations, tenured faculty members will ordinarily be reevaluated on the cycle established by the college. Annual performance reviews will be substituted for comprehensive evaluations of tenured faculty members until their first scheduled comprehensive evaluations are conducted.

C. Evaluation of Administrators Exempt from the State Personnel System

1. Each college shall develop a performance evaluation system for full-time and part-time administrators. The institution’s performance evaluation system must be consistent with this and other Board policies and approved by the Trustees.

2. Annual Performance Reviews and Comprehensive Performance Evaluations. Administrators shall undergo annual performance reviews. An institution may, in its discretion, adopt a comprehensive evaluation system for some or all administrators that is consistent with their at-will status.

3. Professional personnel who have a first-hand knowledge of the administrator being evaluated shall be given an opportunity to participate in any comprehensive evaluation.

4. Each college shall keep a written records of each administrator’s annual performance reviews and, if applicable, comprehensive evaluations in his or her personnel file. Personnel files shall be kept in one or more designated locations.

D. Disputes between faculty members and academic administrators (e.g., chairs or deans) regarding the development of annual professional development plans, comprehensive development plans and post-tenure performance improvement plans shall be resolved by the next-highest ranking academic administrator to whom the faculty member and academic administrator report (e.g., a dean or the vice president for academic affairs/provost). Such resolution shall be final, non-appealable, and non-grievable. Disputes between administrators and their supervisors regarding the development of annual professional development plans and comprehensive development plans shall be resolved by the next-highest ranking administrator to whom the administrator and
E. Due Process

Executive Order D002097 ADeclaring the Need for a Post-tenure Review System for All Colorado=s Institutions of Higher Education, @ dated December 9, 1997, provides AIn developing a performance improvement plan and re-evaluating a faculty member, the institution shall ensure that the faculty member receives due process, as defined in the institution=s post-tenure review policy. @ (Emphasis added.) For purposes of this performance evaluation and post-tenure review policy, A due process@ is defined as notice and a meaningful opportunity to present reasons, either in person or in writing, why a proposed action should not be taken. See Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985). A meaningful opportunity to present reasons why a proposed action should not be taken may consist of: (i) the opportunity to participate actively in an action; (ii) the opportunity to appeal an action to a higher authority; (iii) the opportunity to pursue a grievance under section XIV of this Handbook or an optional institutional appeal procedure; or (iv) the opportunity to contest a disciplinary action or termination at a hearing under sections X and XI of this Handbook. The procedures established by this policy and institutional performance evaluation systems ensure that tenured faculty members receive due process as it has been defined above. The following subparagraphs describe how this and institutional policies afford tenured faculty members due process in developing performance improvement plans and performance re-evaluations:

1. Post-tenure Performance Improvement Planning

a. Notice. A faculty member=s comprehensive evaluation notifies him or her of any performance deficiencies identified during the comprehensive evaluation period.

b. A meaningful opportunity to present reasons, either in person or in writing, why a proposed action should not be taken is afforded to a tenured faculty member by:

(1) The opportunity to grieve an unsatisfactory comprehensive
VIII. EVALUATION OF PROFESSIONAL PERSONNEL - Continued

performance evaluation pursuant to either Section XIV of this Handbook or an optional institutional appeal procedure.

(2) The opportunity to participate actively in the development of his or her post-tenure performance improvement plan.

(3) The opportunity to appeal his/her post-tenure performance improvement plan to the next-highest ranking academic administrator.

2. Re-evaluation

a. Notice. A faculty member’s post-tenure performance improvement plan notifies him or her of identified performance deficiencies that must be corrected to receive a satisfactory re-evaluation.

b. A meaningful opportunity to present reasons, either in person or in writing, why a proposed action should not be taken is afforded to a tenured faculty member by:

(1) The opportunity to participate actively in his or her reevaluation.

(2) If a faculty member is subject to sanctions or termination as a result of an unsatisfactory reevaluation, he or she receives notice and the opportunity to contest the action in a hearing pursuant to Sections X (Disciplinary Procedures and Sanctions) or XI (Termination) of this Handbook.
A. General Policy

All institutions shall use a uniform contract form setting forth the general conditions of employment applicable to all professional personnel and specifying that the employee and the Trustees are subject to the regulations set forth in this Handbook as amended from time to time. In addition, contracts shall state the following: (1) position and title; (2) type of appointment (tenured, probationary, administrative, administrative/regular, temporary); (3) professional status (faculty, administrator); (4) salary to be paid; (5) duration of the contract (if applicable); and (6) any special conditions applicable to the contract. Administrators may be issued an initial contract supplemented by periodic salary letters.

Administrators shall be employed as at-will employees. Their contracts are for an indefinite period and may be terminated at any time without cause or advance notice. See §XII of this Handbook. For faculty, the normal contract period shall be the institution's academic year. Summer session contracts for faculty shall be separately tendered. However, it shall be the prerogative of the individual institutions to determine whether full-time faculty shall be employed on fiscal year or academic year contracts. If they are employed for the academic year, they may be tendered separate contracts when employed for the summer session.

B. Professional Status

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

2. Faculty Tenure

a. General Principles. An award of tenure is not a right but a privilege which must be earned by faculty members on the basis of their performance during a probationary period as evaluated by their peers, academic administrators, college presidents and the Trustees. Tenure cannot be

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1Adopted May 11, 1990

2Adopted February 11, 1994
IX. EMPLOYMENT CONTRACTS AND EMPLOYMENT STATUS - Continued

acquired automatically by length of service. Tenure is granted and may be acquired only by an affirmative vote of the Trustees after receipt of an application for tenure and a favorable recommendation from the candidate's college president. The decision to grant tenure is committed to the Trustees' sole discretion.

b. Eligibility - Minimum Qualifications-Terminal Contracts

(1) Contract type. Only full-time faculty members on probationary contracts may acquire tenure. Faculty members on temporary contracts (whether full or part-time) are not eligible for tenure. Except as provided in Section IX.B.2.h. of this Handbook, administrators and other non-instructional personnel are not eligible for tenure. Athletic coaches are not eligible for tenure as coaches. However, full-time faculty members on probationary contracts who are assigned coaching duties may acquire tenure as faculty members. A grant of tenure to these faculty members shall not create any rights, entitlements or expectations of retention with respect to the recipients' coaching assignments.

(2) Rank. Only faculty members who hold the academic ranks of Assistant Professor, Associate Professor or Professor are eligible for an award of tenure.

(3) Probationary period.¹ The probationary period at the State Colleges shall be five (5) years which is defined as five (5) consecutive, full-time, annual probationary contracts. Temporary contracts and summer contracts shall not be included in the probationary period. Academic years during which probationary faculty members are on sabbatical leaves, professional development leaves, leaves without pay, or administrative leaves of one or more semesters' duration or are employed as administrators for one or more semesters shall not be included in the probationary period. However, exclusion of such academic year(s) from the probationary period shall not make the preceding

¹Adopted February 11, 1994
and succeeding annual probationary contracts nonconsecutive. Except in cases of termination due to a reduction in force, probationary faculty members who resign or are nonrenewed during their probationary periods shall serve new five year probationary periods if they are subsequently rehired on probationary contracts. Probationary faculty members who have not been awarded tenure by the Trustees during their fifth probationary contract shall be offered nonrenewable, terminal contracts for a sixth academic year of service and, barring a successful appeal of an adverse tenure decision, shall be automatically nonrenewed at the end of their terminal contracts.

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

(4) Terminal sixth year contracts.

(a) Terminal sixth year contracts shall be offered to all probationary faculty members who have not been awarded tenure by the Trustees during their fifth probationary contracts. This includes probationary faculty members who were not awarded tenure because they were ineligible for tenure or failed to meet institutional tenure application deadlines.

(b) Terminal sixth year contracts shall be for a term of one academic year, shall be nonrenewable and, barring a successful appeal of an adverse tenure decision, shall be automatically nonrenewed at the end of the contract term. Notwithstanding Section XI.B. of this Handbook, notice of nonrenewal need not be given to nonrenew faculty members' terminal sixth year contracts.

(c) Faculty members employed under terminal sixth year contracts shall be ineligible to apply or reapply for tenure.

(d) Faculty members employed under terminal sixth year contracts may be dismissed for cause or reduced in force
IX. EMPLOYMENT CONTRACTS AND EMPLOYMENT STATUS - Continued

during their contract terms in accordance with Sections XI.A., C. and D. of this Handbook. However reinstatement due to administrative or judicial reversal of the dismissal or reduction decision shall be limited to the unexpired portion of the contract term unless the college president, in his or her discretion, chooses to reinstate the faculty member for a longer term not to exceed one academic year. If a reduction in force is necessary, faculty members who have accepted terminal sixth year contracts shall be reduced before all other full-time faculty members (probationary and tenured) in their program areas and shall not have any retention rights under Section XIA.3.f. of this Handbook.

c. Immediate and Early Tenure.

(1) Immediate tenure. The Trustees, in their sole discretion, may award tenured contracts to new, full-time faculty appointees if the faculty members are being appointed to tenurable ranks and meet either of the following criteria:

(a) The appointees were previously tenured at regionally accredited, baccalaureate-granting institutions of higher education and, after consultation during the search process, receive a recommendation of the tenured faculty of the affected faculty body designated by the college to make tenure recommendations; or

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

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

(2) Early tenure. Probationary faculty members who meet the minimum eligibility qualifications enumerated in Sections
IX. EMPLOYMENT CONTRACTS AND EMPLOYMENT STATUS - Continued

IX.B.2.b.(1) and (2) may be awarded early tenure during their second through fourth probationary contracts. Early tenure applications shall be submitted and considered in accordance with the same Handbook and institutional criteria, policies, procedures and timetables applicable to other tenure applications with the following exceptions:

(a) Candidates must document exemplary performance in the areas of teaching, professional development and service. At a minimum, candidates must meet all criteria required for a 5 year review.

(b) Up to three (3) years' service in tenurable ranks and positions (as defined in Section IX.B.2.b.(1) and (2) of this Handbook) at other regionally - accredited, baccalaureate-granting institutions of higher education may be considered in evaluating candidates' performance.

(c) Unsuccessful early candidates may not reapply for tenure until the fifth year of their probationary period. Denial of early tenure applications shall be final, unappealable and nongrievable. Nothing in this subsection or elsewhere in this Handbook shall or shall be construed to prohibit or otherwise limit the discretionary nonrenewal of probationary faculty members who have applied for early tenure.

d. Application, Review, Recommendation. Each college shall adopt and submit for Trustee approval institutional criteria, policies, procedures and timetables governing the tenure application, review, and recommendation process. Institutional criteria, policies, procedures and timetables shall be consistent with this Section IX.B.2., other relevant provisions of this Handbook and other Trustee-approved institutional policies (e.g., evaluation systems) and shall at a minimum include the following criteria and provisions:

1Adopted September 12, 1997
IX. EMPLOYMENT CONTRACTS AND EMPLOYMENT STATUS - Continued

(1) Candidates' performance shall be evaluated in the categories of teaching performance, professional development, and service to the college and community. Teaching performance shall be the highest-ranked category.

(2) The evaluation period shall be the entire probationary period through the date tenure applications are submitted.

(3) Candidates shall be solely and entirely responsible for submitting their tenure applications and all relevant documentation by a deadline fixed by the institution. The college shall prescribe the form of the tenure application and publish guidelines describing the kind of documentation to be submitted. Comprehensive evaluations for the probationary period shall be submitted and considered in connection with all tenure applications.

(4) Each college shall publish a detailed timetable for the submission and evaluation of tenure applications and supporting documentation. No applications shall be accepted until comprehensive institutional performance evaluations for the candidates’ preceding probationary year have been completed. The timetable shall ensure that the presidential recommendations are forwarded to the Office of State Colleges no later than February 15th of the following spring semester. Exceptions to application deadlines because of emergency circumstances may be approved by the college president.

(5) Each college shall establish procedures for:

(a) Notifying probationary faculty members beginning their fifth probationary contracts that failure to apply for tenure by the institutional deadline will result in an offer of a terminal sixth year contract for the next academic year followed by automatic nonrenewal at the end of the terminal contract.

(b) Review of tenure applications by at least one committee of the candidates' peers.
IX. EMPLOYMENT CONTRACTS AND EMPLOYMENT STATUS - Continued

(c) Review of tenure applications by the candidates' department chairs and/or deans, the academic vice-president or provost and the college president.

(d) Prompt notification to candidates of the recommendations made by the vice president of academic affairs or provost and the college president. If the president declines to recommend tenure and thereby denies a faculty member's tenure application pursuant to Section IX.B.2.e. of this Handbook, notice of the president's decision shall be given to the faculty member in accordance with Section IX.B.2.f.; however, giving such notice shall be mandatory, not permissive. Failure to notify a faculty member of a presidential denial of tenure as required by this subsection and Section IX.B.2.f. shall entitle the faculty member to be reconsidered for tenure during his or her terminal sixth year contract. Minor procedural or technical irregularities in the notice or delivery thereof shall not constitute failure to notify the faculty member for the purpose of this subsection.

(e) Authorizing candidates to withdraw their applications at any time prior to review by the college president.

(f) An appeal procedure (which shall be in lieu of and wholly supersede Section XIV of this Handbook and all institutional complaint or affirmative action grievance procedures) enabling unsuccessful candidates to contest and obtain reconsideration of adverse tenure decisions by the college president or the Trustees. Reconsideration at the institutional level shall be completed by February 10th of the appellants' terminal sixth year contracts. A second adverse presidential recommendation or a second denial of an appellant's tenure application by the Trustees shall be final, unappealable, and nongrievable. Adverse tenure recommendations below the presidential level shall not be appealable or grievable under this or any other procedure. Denials of early tenure applications shall be final, unappealable and nongrievable.
IX. EMPLOYMENT CONTRACTS AND EMPLOYMENT STATUS - Continued

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

f. Notice.

(1) Time of notice.

(a) Faculty members in their fifth year of probationary service (and early tenure applicants) who are ineligible for tenure under Section IX.B.2.b. of this handbook or failed to meet institutional application deadlines should be notified that they will not be considered for tenure as soon as practicable but in no event later than February 15th of the semester following the application deadline.

(b) Eligible faculty members who timely applied for tenure (including early tenure applicants) should be notified whether or not tenure was granted within twenty (20) working days following presidential or Trustee action on their applications. For the purpose of this subsection, the president shall be deemed to act on the last day for presidential action authorized by the detailed timetable published by the college in accordance with Section IX.B.2.d.(4) of this Handbook.

(2) Content of notice.
IX. EMPLOYMENT CONTRACTS AND EMPLOYMENT STATUS - Continued

(a) Tenure granted. Candidates who were granted tenure should be notified that they were awarded tenure by the Trustees.

(b) Tenure not granted or denied.

(i) Faculty members who will not be considered for tenure for the reasons enumerated in IX.B.2.b. of this Handbook should be notified of the reason(s) that they will not be considered for tenure. Except for early tenure applicants, the faculty members should be advised that they will be offered terminal sixth year contracts for the following academic year and will automatically be nonrenewed at the end of such contract term.

(ii) Faculty members whose applications for tenure were denied by the college president or the Trustees should be notified that they were not granted tenure. The notice need not state the reason(s) tenure was denied. Except for early tenure applicants, the faculty members should be advised that they will be issued terminal sixth year contracts for the following academic year and will automatically be nonrenewed at the end of such contract term.

(3) Form of notice. Notice should be given in writing and either be sent by certified mail, return receipt requested, to the address shown on the personnel records of the institution or be delivered in person. If notice is mailed, it is deemed given upon the date of mailing. In the case of personal delivery, a signed and dated receipt should be requested of the recipient. In any event the notice should be contained in a sealed envelope addressed to the person being notified and marked “confidential.”

(4) Failure to give notice. Faculty members shall be deemed to have notice of tenure eligibility requirements and application deadlines and of the Trustees' action on their applications. Thus the college president's failure to give notice in accordance with this Section
IX. EMPLOYMENT CONTRACTS AND EMPLOYMENT STATUS - Continued

IX.B.2.f. shall not entitle any faculty member to a tenured contract or renewal for a sixth probationary year. (However, pursuant to Section IX.B.2.d.(5)(d) of this Handbook, faculty members shall be reconsidered for tenure in their sixth year if they were not notified of a presidential decision to deny their tenure applications.)

(5) Delegation of authority to give notice. The Trustees delegate the authority to give the notices permitted by this subsection to the appropriate college presidents.

g. Tenure - Nature of Privilege.¹ The tenure granted by the Trustees is at the college and in the department, program area, or other similar academic unit employing the candidate. Awards of tenure do not tenure faculty members at other state colleges. Once tenured, faculty members may be involuntarily terminated from the employing colleges and departments, program areas, or academic units only for cause or due to a reduction in force in accordance with Section XI of this Handbook. Faculty members and other tenured professional personnel who resign, retire or voluntarily apply for and accept part-time employment (other than part-time employment that is legally necessary to accommodate a disability or authorized by the federal Family and Medical Leave Act) relinquish their tenure.

¹Adopted February 11, 1994
IX. EMPLOYMENT CONTRACTS AND EMPLOYMENT STATUS - Continued

h. Tenure and Academic Rank for Chief Academic Officers and Senior Academic Deans. The Trustees may award faculty rank and tenure, as defined in Sections VI.A.1., IX.B.2.a. and g. and IX.B.6. of this Handbook, to chief academic officers and senior academic deans at the state colleges. An award of tenure under this subsection shall entitle recipients to transfer to the faculty as tenured faculty members in accordance with Section IX.B.5.b. of this Handbook; it shall not, however, create any rights, entitlements, or expectations of retention in the recipient's administrative position. Administrators with faculty tenure serve in administrative positions solely at the will and pleasure of the college president in accordance with Handbook Section XII.A.

(1) "Chief academic officer" means the provost and/or vice-president for academic affairs of a state college.

(2) "Senior academic dean" means the dean of a school who reports directly to the chief academic officer.

(3) Tenure policy

(a) New appointments: The Trustees may grant faculty rank and tenure to those chief academic officers and senior academic deans who have been previously tenured at regionally-accredited, baccalaureate-granting institutions of higher education, who are recommended for rank and tenure by the college president, following the president's consultation with the tenured faculty of the affected faculty body designated by the college to make tenure recommendations.

(b) Current chief academic officers and senior deans. The Trustees may grant faculty rank and tenure to currently employed chief academic officers and senior academic deans who have been previously tenured at a regionally-

1Adopted February 11, 1994
accredited, baccalaureate-granting institution of higher education and who are recommended for rank and tenure by the college president.

3. **Temporary Personnel.** Temporary faculty members are hired for fixed contract terms which shall not exceed one fiscal year. Their employment ends automatically when their contract terms expire. Sections XI.B. and D of this Handbook do not apply to temporary faculty members. Neither notice nor reasons need be given to terminate their employment when their contract terms expire. Temporary administrators are hired as at-will employees and may be terminated at any time without cause or advance notice. Section XII of this Handbook applies to temporary administrators. Reemployment of temporary personnel is committed to the college president's discretion. Temporary 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, probationary or tenured contracts provided, in the case of probationary or tenured faculty contracts, that such funding is expected to continue indefinitely.

b. Full-time or part-time professional personnel who are hired to fill temporary vacancies created by leave status of administrators or of regular tenured or probationary faculty.

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 basis for whatever reasons.

e. Part-time professional personnel appointed on a per-credit-per-term basis for teaching or instructionally-related responsibilities.

f. Any professional personnel who are hired for less than 1.0 full year full-

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IX. EMPLOYMENT CONTRACTS AND EMPLOYMENT STATUS - Continued

time equivalent.

g. Any professional personnel who are retired from the institution.

h. 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.

4. **Administrative Personnel.** Administrative personnel are professional personnel who are not part of the classified system and who are not faculty members as defined above.

5. **Transfer From One Professional Status to Another.**

   a. **Transfer from Faculty Status to Administrative Status.** \(^1\) Probationary and tenured faculty who transfer to full-time administrative positions retain the seniority earned as faculty members and, if tenured, retain their tenure as faculty members but shall be issued administrative contracts. Probationary faculty who transfer to full-time administrative 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. As more fully set forth in Section IX.B.2.b.(3), any academic year during which probationary faculty members are employed as administrators for one or more semesters shall not be included in their probationary periods. Tenured faculty members who transfer to full-time administrative positions have the right to return to the college department, program area or other similar academic unit in which they acquired tenure. Should a faculty member's right to return to the faculty under this Section conflict with another faculty member's retention rights under Section XI.A.3.f. of this **Handbook,** the faculty member with retention rights under Section XI.A.3.f. shall be appointed to the position if both faculty members are either probationary or tenured. However, if one faculty member is tenured and the other is probationary, the tenured faculty member shall be appointed to the position.

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\(^1\)Adopted February 11, 1994
IX. EMPLOYMENT CONTRACTS AND EMPLOYMENT STATUS - Continued

b. Transfer from Administrative Status to Faculty Status. Professional employees initially hired in administrative positions who were neither appointed with nor subsequently granted academic rank and tenure do not have a right to faculty status or positions. This policy does not preclude administrators from being appointed to part- or full-time faculty positions, but faculty seniority and other faculty rights must be earned through service as a faculty member.

Administrators 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 Board by each college.

Chief academic officers and senior academic deans who were appointed with or granted rank and tenure under Section IX.B.2.h. of this Handbook on or after March 10, 1989, have the right to transfer to the college department, program area or other similar academic unit in which they were tenured. This right shall be subject to the limitations applicable to tenured faculty members returning to the faculty from administrative positions under Section IX.B.5.a.

Salary policy for administrators moving to faculty positions is stated in Section VII.A.8.

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

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

7. **Seniority.** Seniority shall be based on years of full-time service in a particular professional status at an institution. Service time as a administrator does not count toward seniority as a faculty member, except that up to one year of service time as an administrator 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 an administrator. The employment contract specifies professional status. This section does not apply to the computation of probationary periods under Section IX.B.2.b.(3) of this **Handbook**.

C. **Appointment Policies and Procedures**

In the institutional handbooks developed for Board approval, each college shall include policies and procedures to be used to hire professional personnel. Such guidelines shall include provisions for relating employment standards and salaries, advertising vacant positions, screening candidates, interviewing candidates, and processing appointment recommendations.
X. DISCIPLINARY PROCEDURES AND SANCTIONS¹

A. Disciplinary Procedure

1. Coordination with Affirmative Action Grievance Procedures.

   a. Grievance procedures have been adopted by the colleges to review allegations that professional personnel violated institutional rules prohibiting unlawful discrimination (including sexual harassment).

   b. In order to avoid duplicative proceedings and the risk of inconsistent decisions, affirmative action grievance proceedings that satisfy constitutional due process requirements shall constitute the preliminary and review steps in this procedure.

   c. A college president may impose any of the disciplinary sanctions authorized in this Handbook except termination for cause on a professional determined pursuant to such an institutional affirmative action grievance proceeding to have violated college anti-discrimination policies. Should the affirmative action grievance proceeding result in a recommendation of termination for cause, the president may commence a termination proceeding in accordance with sections X.A.4.a and 5.b of this Article X and Articles XI or XII of this Handbook.

   d. An appealable sanction imposed by the president under this paragraph may be appealed to the Trustees within ten (10) working days of receipt of the president's decision, in accordance with section X.B.1. of this Article.


   a. Following the receipt of a complaint or other information that a professional has engaged in unprofessional conduct, the president, in his or her sole discretion, may appoint an investigatory committee or individual to investigate the allegations or may dismiss the matter without further proceedings.

   (1) The investigatory committee or investigator should interview the complainant (if any), the professional, and other persons who may

Adopted March 10, 1995
X. DISCIPLINARY PROCEDURES AND SANCTIONS - Continued

have relevant information and review any relevant documentary evidence contained in college files or provided by any person.

(2) The investigatory committee or investigator shall prepare and deliver to the president a written report summarizing the investigation and the information received from interviews and other sources.

b. If the president believes that further review is warranted or that disciplinary action may be appropriate, the president shall either refer the matter to a campus ethics committee for a hearing pursuant to section X.A.3.a or meet with the professional pursuant to section X.A.3.b of this Article.

c. If the president believes that further investigation is not warranted and that disciplinary action is not appropriate, the president may either dismiss or suggest appropriate nondisciplinary action to resolve the matter.

3. Review of Preliminary Investigation. The preliminary investigation shall be reviewed in a campus ethics committee hearing or a presidential meeting with the professional.

a. Campus Ethics Committee Hearing.

(1) A campus ethics committee responsible for reviewing allegations of unprofessional conduct may be a standing or ad hoc institutional committee.

(2) The campus ethics committee shall be convened and hold hearings in accordance with published institutional procedures which shall afford the professional the same due process safeguards as those afforded by the Hearing Officer hearing and appeal procedure set forth in section X.B.2 of this Article.

(3) The campus ethics committee shall conduct a hearing on the matter referred to it, make a record of the hearing, and transmit its findings and recommendations to the president.

(4) Within 10 working days of receipt of the findings and recommendations of the campus ethics committee, the president...
X. DISCIPLINARY PROCEDURES AND SANCTIONS - Continued

shall decide whether the professional engaged in unprofessional conduct and, if so, shall impose an appropriate disciplinary sanction.

(5) An appealable sanction imposed by the president after a campus ethics committee hearing may be appealed to the Trustees within ten (10) working days of receipt of the president's decision, in accordance with section X.B.1 of this Article.

b. Presidential Meeting with the Professional. In the meeting with the president, the professional shall be given an opportunity to admit or rebut the charges and the statements or other information contained in the report and/or to present information regarding mitigating circumstances or affirmative defenses. This meeting is not a formal hearing but an opportunity for the president and the professional to exchange information. The following provisions shall govern the meeting:

(1) The professional shall be given written notice of the possible need to take disciplinary action fixing the date, time and place of the meeting with the president. The notice shall describe the charge(s) of unprofessional conduct and factual bases therefor, identify the witness(es) upon whose information and/or testimony the charges are based and describe the sanctions that may be imposed for the alleged unprofessional conduct. A copy of the investigative report shall be included with the notice. The notice shall be given at least ten (10) working days\(^1\) prior to the meeting either by certified mail, return receipt requested, or by hand-delivery.\(^2\) The professional may submit a written response to the president at or before the meeting.

(2) The president and the professional may each designate a

\(^1\) For the purposes of this section, "working days" **excludes** Saturdays, Sundays, official College holidays, and any other days when the College is not in session and holding classes. **Includes** summer sessions even if the employee is not employed during the summer and any annual or other leave requested by the employee.

\(^2\) Notice shall be deemed to have been given on the date of mailing or hand-delivery as evidenced by a postal certification form or receipt signed by the employee. If the employee does not accept a hand-delivered notice, an affidavit signed by the person who attempted to deliver the notice shall be conclusive evidence of the date that notice was given.
X. DISCIPLINARY PROCEDURES AND SANCTIONS - Continued

representative to attend the meeting. Non-attorney representatives may participate in the meeting. Attorney representatives may not participate in the meeting but may confer with and advise their clients during the meeting.

(3) The president shall consider all written and oral information presented by the professional before deciding whether to take disciplinary action.

(4) Statements made at the meeting, including the written response submitted by the professional (if any), shall be admissible in evidence in any subsequent proceeding.

(5) Within ten (10) working days after meeting with the professional (or if the professional fails or refuses to attend the meeting, within ten (10) working days after the scheduled date of the meeting), the president shall decide whether the professional engaged in unprofessional conduct and, if so, shall impose an appropriate disciplinary sanction.

(6) An appealable sanction imposed by the president after a meeting with the professional may be appealed to a Hearing Officer within ten (10) working days of receipt of the president's decision, in accordance with section X.B.2 of this Article.

4. The President's Decision. In making this decision, the president shall consider the investigative report, written or oral information presented by the professional, and the findings and recommendations of the hearing committee, as applicable.

a. Termination. If the president decides to terminate the professional on one or more of the grounds set forth in sections XI.A.1 or XII.C.1.a of this Article, termination proceedings shall be commenced in accordance with Articles XI or XII. However, the president, in his/her sole discretion, may commence termination proceedings under Articles XI or XII without first following the procedures set forth in this Article X.

b. Other Sanctions. If disciplinary action is taken, the president shall notify the professional thereof either by certified mail, return receipt requested, or by a hand-delivered notice.1 The notice shall specify the unprofessional

Notice shall be deemed to have been given on the date of mailing or hand-delivery as evidenced by a postal certification form or a rec
X. DISCIPLINARY PROCEDURES AND SANCTIONS - Continued

conduct giving rise to the disciplinary action, shall summarize the information and/or testimony (including the identities of any informant(s) or witness(es)) on which the president relied in reaching his or her decision, and shall notify the professional of the disciplinary sanction to be imposed, the effective date of the sanction, and the professional's right to appeal the action (if any) in accordance with section X.A.5 of this Article. Except as otherwise provided by section X.C.7, the effective date of the disciplinary action and imposition of the sanction may precede the date on which the action becomes final. If the sanction is a written warning or a formal reprimand, the warning or reprimand shall accompany the notice.

5. The Professional's Right to Appeal a Disciplinary Action.

a. **Appealable Sanctions.** Sanctions which involve suspension, demotion, reassignment, reduction in salary, a reduction or denial of a salary increase or ineligibility to serve on official college bodies may be appealed as provided in the applicable appeal procedure.

b. **Terminations.** Termination proceedings shall be commenced and contested in accordance with Articles XI or XII of this Handbook and shall not be otherwise appealable.

c. **Nonappealable Sanctions.** Written warnings, formal written reprimands, and sanctions not specifically designated as appealable shall not be appealable. However, the professional may submit a written rebuttal or other response to a reprimand which shall be attached to the copy of the reprimand placed in his or her personnel file and which shall be furnished to any person to whom the institution furnishes a copy of the reprimand.

d. **Final Action.** If the professional chooses not to appeal an appealable sanction, the action and sanction shall become final without further
X. DISCIPLINARY PROCEDURES AND SANCTIONS - Continued

proceedings or notice to the professional. An appeal shall not stay or delay the effective date of the sanction specified in the notice of the disciplinary action.

B. Appeal Procedures

1. Appeal to the Trustees Pursuant to Sections X.A.1.d and X.A.3.a(5) of this Article.
   a. A professional's appeal to the Trustees shall be filed with the college president and shall contain a statement of the reason for the appeal.
   b. The president shall promptly transmit the record of the grievance proceedings, the campus ethics committee's findings, conclusions, report or recommendation, the president's notice of disciplinary action and the professional's statement of the reason for the appeal to the President of the State Colleges.
   c. If the professional does not file a timely appeal, the president's action shall become final without further notice or proceedings. If the professional files a timely appeal, the Trustees shall take action on the appeal in accordance with sections X.B.2.f-k of this Article. For purposes of such action, the committee's findings, conclusions, report, or recommendation and the president's notice of disciplinary action shall be the equivalent of the initial decision of a hearing officer.

2. Appeal to a Hearing Officer Pursuant to Section X.A.3.b(6) of this Article.
   a. An appeal to a Hearing Officer shall be accompanied by a short and specific statement giving the reason for the appeal. The application and statement shall be filed by delivering them in writing to the office of the college president. If an application is untimely, the appeal shall be dismissed and the action and sanction shall become final without further proceedings or notice to the professional unless the president agrees to extend the filing deadline for good cause shown.
   b. After a timely application for a hearing before a hearing officer has been filed, the professional and the president shall select a hearing officer from among a panel of three individuals appointed biennially by the Trustees.
The professional and the president shall each strike one name from the list and the remaining person shall serve as the hearing officer. The selection shall be completed within five (5) working days from the date the application was delivered.

c. The cost of the hearing including the hearing officer's fee and expenses shall be borne by the college except that the professional and the college shall each be responsible for expenses incurred at their individual requests during the appeal process such as expenses for transcripts, witnesses and attorney fees.

d. The hearing shall be governed by the following guidelines:

(1) The professional is entitled to representation by an attorney of his or her choice at his or her own expense.

(2) The president is entitled to representation by an assistant attorney general or special assistant attorney general.

(3) After consultation with the parties, the hearing officer shall notify them of the date, time and place of the hearing. The hearing officer shall attempt to schedule the hearing for a date no later than twenty (20) working days following his or her selection.

(4) The notice of disciplinary action and the professional's statement of the reason for the appeal shall be deemed to be the pleadings for purposes of the hearing. The president has the burdens of production and persuasion by a preponderance of the evidence with respect to the unprofessional conduct on which the disciplinary action is based. The professional has the burdens of production and persuasion by a preponderance of the evidence with respect to any mitigating circumstances, affirmative defenses, counterclaims or new matter asserted in the statement of the reason for the appeal. No evidence may be admitted at the hearing which is not relevant either to the bases for the disciplinary action and/or sanction set forth in the notice or to an assertion in the statement of the reason for the appeal. The hearing shall be electronically recorded.
X. DISCIPLINARY PROCEDURES AND SANCTIONS - Continued

(5) As promptly as possible after the hearing, the hearing officer shall make findings of fact and conclusions and prepare a decision. If the hearing officer concludes that the professional engaged in unprofessional conduct, he or she may recommend a lesser sanction than that imposed by the president. The hearing officer's decision shall be deemed to be an initial decision for purposes of review.

e. The hearing officer shall transmit his or her initial decision, findings of fact and conclusions together with the record of the hearing (including the electronic recording) to the President of the State Colleges. Within five (5) working days thereafter, the President of the State Colleges shall transmit copies of the initial decision, findings of fact and conclusions to the college president and the professional by certified mail, return receipt requested. The postal certification form shall be conclusive evidence of the date of mailing.

f. Either party may appeal the hearing officer's initial decision to the Trustees. The notice of appeal together with a statement of the party's specific exceptions to the hearing officer's initial decision must be received in the Office of State Colleges within fifteen (15) working days after the date on which the decision was mailed to the parties by the President of the State Colleges unless the President extends the filing deadline for good cause shown. If the parties choose not to appeal or if the notice(s) of appeal are not timely filed, the initial decision of the hearing officer shall become the final decision of the Trustees without further proceedings or notice to the parties.

g. If either or both parties file timely notices of appeal, the Trustees shall, at their convenience, review and take action on the hearing officer's initial decision in accordance with the provisions of section 24-4-105(15) & (16) of the Colorado Revised Statutes.

h. The disciplinary action and sanction (or any modification(s) thereof) shall become final if and when it is adopted in the final decision of the Trustees.

i. An order by the Trustees remanding an appeal to the hearing officer for such further proceedings as the Trustees may direct is not final action by the Trustees and is not subject to judicial review.
X. DISCIPLINARY PROCEDURES AND SANCTIONS - Continued

j. A final decision by the Trustees affirming, setting aside or modifying the hearing officer's initial decision is subject to such judicial review as may be provided by law. Judicial review shall not delay or stay the enforcement of any disciplinary sanction unless the court orders otherwise.

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

C. Disciplinary Sanctions. The college president may impose disciplinary sanctions for violations of the standards of professional conduct described in section IV of this Handbook (hereafter "unprofessional conduct"), including but not limited to:

1. A written warning.

2. A formal written reprimand placed in the professional's personnel file.

3. Counseling, participation in a rehabilitation program, remedial instruction, or other training to be paid for by the college or by the professional.

4. Removal from and/or ineligibility to serve on college committees or other official college bodies for a period not to exceed one academic year (faculty) or one fiscal year (administrators).

5. Reassignment to other professional positions or different job duties, with or without a reduction in pay.

6. Reduction in salary or a reduction or denial of a salary increase.

7. Suspension with or without pay not to exceed one academic year (faculty) or one fiscal year (administrators). A suspension without pay exceeding five (5) days or any other sanction resulting in a reduction in a professional's then-current salary shall not take effect unless and until a disciplinary action becomes final.

8. Termination for cause in accordance with Articles XI or XII of this Handbook if the nature, gravity, and/or frequency of the unprofessional conduct justifies
X. DISCIPLINARY PROCEDURES AND SANCTIONS - Continued

termination.

D. Progressive Discipline. The disciplinary sanctions listed in section X.C of this Article need not be administered progressively. Two or more of the sanctions may be imposed concurrently. However, the severity of the sanction(s) imposed should be reasonably proportional to the nature, gravity, and/or frequency of the professional's unprofessional conduct. Prior disciplinary actions may be taken into account in making this determination.

E. Office of the State Colleges. The foregoing procedures and sanctions apply to professional personnel in the Office of State Colleges. For purposes of sections X.A.1-4 of this Article, the President of the State Colleges shall perform the functions of the college president.
XI. TERMINATION OF FACULTY

A. Grounds for Termination of Faculty

The employment of a faculty member may be terminated either through nonrenewal (at the expiration or contract) or through dismissal (during the term of a contract). No reason is given for the nonrenewal of the contract of a probationary faculty member. No reason shall be given to effect the cessation of the contract term of a temporary faculty member. When the college is required to provide reasons for the termination of faculty, one or more of the grounds specified in the following paragraphs of this section will be used.

1. Cause

   a. 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.

   b. Neglect of duty (the willful and repeated nonperformance of one or more duties or responsibilities reasonably required of faculty).

   c. Conviction of a felony or acceptance of a guilty plea or a plea of nolo contendere to a felony.

   d. Insubordination (the willful noncompliance with a reasonable directive or a supervisor or superior that is within the authority of that person).

   e. Moral turpitude.

   f. Incompetency (the inability to perform in a manner considered to be minimally adequate according to institutional standards).

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1Adopted May 20, 1988. Section XI is effective May 20, 1988, and supersedes in its entirety the former Section XI.
XI. TERMINATION OF FACULTY - Continued

g. Notwithstanding competency, the failure to meet reasonable standards of performance included in this Handbook, in institutional handbooks approved by the Trustees, or in written job descriptions, annual professional development plans, comprehensive professional development plans, or post-tenure performance improvement plans as determined by institutional performance evaluations including annual performance reviews, comprehensive evaluations, or reevaluations following the development and implementation of a post-tenure performance improvement plan.¹

h. Failure to fulfill any written provision of any employment contract.

i. Unprofessional conduct as described in Section IV of this Handbook if the nature, gravity, and/or frequency of the unprofessional conduct justifies termination.²

2. Reduction in Force

a. The institution is faced with a justifiable lack of work.

b. The institution of program area has experienced declining enrollment in any two consecutive fall semesters.

c. There is a justifiable change in program.

d. The General Assembly's appropriation to the Board of Trustees is below the level of the immediately preceding fiscal year or the budgetary allocation by the Board of Trustees to an institution in a given fiscal year is below that of the immediately preceding year as a consequence of diminished needs at that institution.

e. The Board declares a fiscal emergency.

¹Adopted September 12, 1997

²Adopted March 10, 1995
XI. TERMINATION OF FACULTY - Continued

f. The institution is directed to discontinue a program by the Colorado Commission on Higher Education in accord with 23-1-107 C.R.S.

3. Additional Provisions Respecting Reductions in Force

a. Priorities for identifying faculty to be terminated for reasons of reduction in force:

(1) Normal attrition shall be considered prior to staff reduction, and part-time faculty in the program area shall be reduced prior to staff reduction of any other faculty members, except that transitional retirees in the program area need not be reduced prior to the reduction of other faculty members.

(2) In the event that additional reductions beyond those specified in paragraph (1) of this subsection are necessary, such reductions will be based on programmatic needs in the affected area. To determine programmatic needs, the institution will conduct a systematic "program priority analysis" to establish a priority ranking of its academic programs, and/or as appropriate, program components or courses within programs. Criteria for establishing priorities at the program or course level may include: number of majors and minors, student credit hour production, importance of a course to program integrity, production of graduates, future program potential, and relationship to institutional role and mission. The analysis will be carried out under the direction of the vice president for academic affairs and involve the direct participation of the academic units of the college. Following the analysis, the institution may find it necessary:

(a) To terminate one or more entire programs and reduce accordingly all faculty in the program affected; and/or

(b) To reduce within programs. Should reduction within a program become necessary, the following procedure shall be used:

(I) In consultation with the faculty in the affected program, the appropriate program administrator
XI. TERMINATION OF FACULTY - Continued

(department chair, director, division head, dean) shall conduct a systematic review of faculty qualifications, particularly academic preparation, teaching performance, and the length and nature of teaching experience. The reviewers shall utilize information to be found in pertinent personnel records, including academic credentials and formal peer, supervisor, and student evaluations.

(ii) Following this review, the program administrator shall prepare two lists of all faculty in the program, one of nontenured faculty, the other of tenured faculty. Reductions shall first occur from the nontenured list in the order of ranking. Then if additional reductions are necessary, they shall occur from the tenured list in the order of ranking.

Before such rank lists of the faculty in a program are utilized, they must be approved by the vice president for academic affairs, who shall make every effort to ascertain that the lists are fair and equitable to all concerned. Faculty members shall be given the opportunity to meet with the program administrator to have their specific placement on the list reviewed. The lists shall be reviewed annually and revised as necessary.

(iii) In the event that additional reductions beyond those specified in paragraph (ii) of this subsection are necessary and the qualifications of faculty members under consideration are parallel, seniority in the program area shall prevail in determining which faculty member shall be reduced.

The colleges shall develop procedures for determining how the concept of programmatic needs shall be utilized and who shall be reduced when the seniority of several faculty members is equal. Such procedures must be presented to the Trustees for approval.
XI.  TERMINATION OF FACULTY - Continued

b.  Eligibility for possible termination of faculty because of reductions in force shall be based on the professional status of the individual at the time of the required reductions.

c.  **Termination for Reason of Program Change.** Changing educational needs and concepts may require programs to be discontinued or profoundly altered. The Trustees require that program changes that entail termination of positions be planned and justified sufficiently in advance to permit compliance with their policy on notice of termination.

d.  **Affirmative Action.** The institution will take into account its approved affirmative action plan and objectives in any termination decision. However, affirmative action plans will not supersede the priority rules established by Section XI.A.3.a. of this Handbook.

e.  **Reemployment Assistance.** When approved reductions in force affect the termination of positions, every reasonable effort shall be made to relocate individuals in the institution. Failing that, assistance shall be given to help find positions elsewhere.

f.  **Retention rights for Reappointment.**

(1)  Following any termination of employment by reason of reduction in force, when additional faculty members are to be hired, those positions for which the reduced faculty members are qualified shall be offered first to those faculty members terminated last and shall continue to be offered through the list to those terminated first. Such offers shall be made from the date of notification of reduction in force and continuing for a period of three years from the effective date of individual termination. (For effective dates of termination, see Section XI.B.3. for nonrenewals and Section XI.C.3. for dismissals.) This provision applies only to the institution where the faculty members was employed. These retention rights are subject to and may be limited by rights arising under Sections IX.B.5.a.&b. and IX.B.2.b.(4)(d) of this
XI. TERMINATION OF FACULTY - Continued

   Handbook.¹

(2) A faculty member who is rehired under the procedures set forth in
this section shall have all the benefits of rank, contract type, salary,
and fringe benefits reinstated.

B. Nonrenewal of Faculty

1. Grounds for Nonrenewal of Faculty.

   a. Probationary faculty may be nonrenewed without providing a reason.
   
   b. Tenured faculty may be nonrenewed for the reasons listed under the Cause
      or for the reasons listed under Reduction in Force.
   
   c. Temporary faculty are not subject to the provisions of Section XI.B. or D.
      No reason shall be given to effect the cessation of the contract term of a
      temporary faculty member.

2. Notice of Nonrenewal of Faculty.

   a. Time of notice.

      (1) First Probationary Contract. In the case of probationary faculty
          member's first contract with the institution, notice of nonrenewal
          shall be given no later than March 15 of the calendar year in which
          the contract is to expire.

      (2) Second Through Fourth Probationary Contracts and Tenured
          Contracts. Except as provided in paragraph (1) of this
          subsection, notice of nonrenewal shall be given no later than
          December 15 of the calendar year prior to the calendar year in
          which the contract is to expire.

   b. Form of Notice. Notice shall be given in writing and shall be either

¹Adopted May 11, 1990
XI. TERMINATION OF FACULTY - Continued

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

c. Source of Notice. The Trustees delegate to the college president the responsibility for giving notice of nonrenewal.

d. Content of the Notice. Notice shall inform the faculty member of the effective date of the nonrenewal and of his/her right to a hearing and review, if any, pursuant to this Handbook. For tenured faculty only, the notice shall set out each ground claimed as justification for the nonrenewal.

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


a. Probationary faculty notified that their contracts will not be renewed shall have no right to appeal the nonrenewal decision.

b. Tenured faculty who for any reason have been notified that their contracts will not be nonrenewed may appeal the decision using the campus hearing committee and a hearing officer as described in Section XI.D.

C. Dismissal of Faculty

1. Grounds for Dismissal of Faculty. All faculty may be dismissed for reasons listed under Cause or reason d. under Reduction in Force.

2. Notice of Dismissal of Faculty.

a. Time of Notice. Notice of dismissal may be given at any reasonable time. When the dismissal is because of reason d. under Reduction in Force, notice of termination shall be given at least sixty days before the termination is to take effect.
XI. TERMINATION OF FACULTY - Continued

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

c. **Source of Notice.** The Trustees delegate to the college president the responsibility for giving notice of dismissal.

d. **Contents of Notice.** The notice shall set out each ground claimed as justification for the dismissal. In addition, the notice shall inform the faculty member of the effective date of the dismissal and of his or her right to a hearing and review pursuant to this **Handbook**.

3. **Effective Date of Dismissal for Faculty.**

a. The effective date of a dismissal for the reasons listed under Cause is:

   (1) If no timely request for a hearing is made, the day following the day on which the time for requesting a hearing expires, or any subsequent day designated in the notice; or

   (2) If a timely request for a hearing is made, the day on which the hearing officer makes an initial decision upholding the dismissal, or, if the person elects not to seek review of any earlier stage or review proceedings, the day after the day on which the time for seeking review of that stage normally expires.

b. The effective date of a dismissal for reason d. under Reduction in Force is:

   (1) If no timely request for a hearing is made, sixty days after the date on which notice of termination is given to the faculty member, or any subsequent day designated in the notice; or

   (2) If a timely request for a hearing is made, the latest of the following dates:
XI. **TERMINATION OF FACULTY - Continued**

(a) Sixty days after the date on which notice of dismissal is given to the person.

(b) The date on which the hearing officer makes an initial decision upholding the dismissal.

(c) If the person elects not to seek review of any earlier stage of review proceedings, the day after the day on which the time for seeking review of that stage normally expires.

c. Salary and benefits remain in force until the effective date of a dismissal.

4. **Appeal of the Decision of Dismissal.** All faculty who have been notified of their dismissal may appeal the decision using the campus hearing committee and a hearing officer as described in Section XI.D.

D. **Formal Review of Dismissal and Tenured Nonrenewal Decisions**

1. **Campus Hearing Committee Review.**

   a. Within ten calendar days after receiving a notice of dismissal or nonrenewal, the eligible affected faculty member may reply to the notice and may include new information and mitigating circumstances. In order to be effective, the reply must be received at the office of the college president within this ten-day period, except that in case of hardship, as determined by the college president, a later reply may be given effect. Every reply shall be deemed a denial of each and every ground claimed in the notice. If the faculty member intends to assert that the dismissal or nonrenewal violates a statutory or constitutional right of the faculty member, that assertion should be contained in the reply.

   b. After receipt of a reply complying with paragraph 1.a. of this section, the college president or his/her delegate shall see that a campus hearing committee is designated. The campus hearing committee shall consist of two persons appointed by the faculty member, two persons appointed by the college president, and a fifth person mutually selected by the four appointees. All five members of the campus hearing committee must be employees of that institution.

   c. The campus hearing committee shall convene within ten school days after
XI. TERMINATION OF FACULTY - Continued

receipt of the reply at the office of the president. A school day is defined as a day when the college is in session and classes are being held. The faculty member may attend, and may have an advisor or representative attend every meeting of the campus hearing committee. Proceedings of the campus hearing committee shall be informal and shall be governed by such rules of procedure as the committee may adopt, subject to this paragraph 1.c. On the request of a member of the campus hearing committee, all available pertinent data required for complete investigation of the action of dismissal or nonrenewal shall be provided by the administration to the campus hearing committee and the campus hearing committee shall make available to the faculty member and to the college president all available pertinent data derived from any other sources. Both the faculty member and his or her delegate who shall not be an attorney shall be given fair opportunity to discuss before the campus hearing committee and in the presence of another the merits of claims made in the notice and reply, and such other matters as the campus hearing committee may deem relevant to the dispute. All meetings and activities of a campus hearing committee are confidential, subject to the provisions of the Open Records Law. The campus hearing committee shall attempt to resolve the dispute by some agreement or arrangement acceptable to both the faculty member and the president, and may propose affirmation or reversal of the termination action, or disciplinary or corrective action different from that ordered by the administration.

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

2. Hearing Officer Review

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

The campus hearing committee fails if the campus hearing committee does not reach a resolution or agreement which is in writing and which is accepted by both the faculty member and the college president within
XI. TERMINATION OF FACULTY - Continued

seven calendar days after the committee first convenes, or within such longer period of time as is mutually agreed to by the faculty member and the college president.

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

b. An application for hearing before a hearing officer is timely if it is delivered in writing to the office of the college president within seven calendar days after the campus hearing process fails.

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

d. Costs for the hearing officer procedure, including the recording of the hearing, shall be borne by the college except that the faculty member and the college shall each be responsible for expenses incurred at their individual requests during the grievance process, such as the expenses for transcripts, witnesses, and attorneys.

e. The hearing before a hearing officer for faculty is governed by the provisions of this paragraph 2.e. The faculty member is entitled to the active participation of legal counsel of his or her own choosing and at his or her own expense. The president is entitled to legal counsel by the Attorney General. The hearing officer shall give notice of a hearing to be held within five days after the hearing officer's initial appointment unless that is impossible without injustice, as determined by the hearing officer. The notice of dismissal or nonrenewal and the reply of the faculty member shall be deemed to be the pleadings for purposes of the hearing, except that the faculty member may amend his or her reply at any time at or before the commencement of the hearing. The burden of going forward with the evidence and the burden of persuasion rest upon the faculty member with regard to any assertion contained in the reply, other than a denial of any ground or grounds stated in the notice. No evidence may be admitted at the hearing which is not relevant either to a ground stated in the
XI. TERMINATION OF FACULTY - Continued

notice or to an assertion contained in the reply.

f. Promptly after the hearing, and if possible within twenty days after his or her initial appointment, the hearing officer shall make findings of fact and conclusions, and prepare a decision. Every decision by a hearing officer shall be deemed an initial decision for purpose of review.

3. Trustees’ Review

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

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

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, and therefore is not subject to judicial review.

b. A final action by the Trustees reviewing the initial decision of a hearing officer is subject to such judicial review as is provided by law.

5. Mootness of Proceedings

a. If the issues raised by a notice of dismissal or nonrenewal become moot (i.e., immaterial or academic), any hearing or review proceedings pending with regard to that dismissal or nonrenewal shall cease.

b. The issues raised by the dismissal or nonrenewal become moot when the notice is rescinded by the college president and written notification of such rescission is mailed to the faculty member.
XII. REASSIGNMENT AND TERMINATION OF ADMINISTRATIVE AND ADMINISTRATIVE/REGULAR PERSONNEL

A. Reassignment of Administrators and Administrative/Regular Personnel. Administrators and administrative/regular personnel serve in administrative positions at the will and pleasure of the college presidents (or, in the case of professional personnel in the Office of the State Colleges, the President of the State Colleges). The Trustees delegate the authority to reassign administrators and administrative regular/personnel to any other exempt position within the college to the college presidents (or, in the case of professional personnel in the Office of State Colleges, the President of the State Colleges). Administrators and administrative/regular personnel may be reassigned to other exempt positions in the president's discretion without cause or advance notice of reassignment. The authority to reassign administrative and administrative/regular personnel may not be subdelegated to subordinate officers or employees of the colleges (or the Office of State Colleges). Reassignments may not be grieved under section XIV of this Handbook.

B. Termination of Administrative Personnel

1. At-Will Employment. Under article 19 of title 24 of the Colorado Revised Statutes, administrative personnel employed by the Trustees of the State Colleges in Colorado or by any institution governed by the Trustees are employees-at-will and may be terminated at any time, without cause or advance notice of termination. No pre-termination promise, contract or other agreement purporting to employ administrators for fixed terms shall be valid or enforceable against the State of Colorado, the Trustees, the State Colleges or any of their 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 administrators upon or after termination except for compensation that was earned prior to the date of termination prorated to such date.

a. Notice. Advance notice of termination or reassignment may be given as a courtesy to administrators. However, in no event shall failure to give such notice serve as grounds for interfering with the validity of an employer's termination or reassignment decision.

1Adopted February 11, 1994

2 This section applies: (1) beginning July 1, 1993 to all administrative personnel hired on or after July 1, 1993; and (2) beginning July 1, 1994 to all administrative personnel hired before July 1, 1993. However, administrative personnel who were employed under multi-year contracts on July 1, 1993 shall not become subject to this section until their contracts expire.
XII. REASSIGNMENT AND TERMINATION OF ADMINISTRATIVE AND ADMINISTRATIVE/REGULAR PERSONNEL - Continued

notice entitle administrators to reinstatement, backpay, damages or any form of post-employment compensation.

b. **Severance Pay.** Notwithstanding the prohibition against paying unearned postemployment compensation to terminated administrators, the Trustees, at their option and in their sole discretion, may award severance pay consisting of (i) payment of up to a maximum of three months of salary; and (ii) the provision of up to a maximum of three months of employee benefits to terminated administrators who have been employed by the State Colleges in Colorado for fewer than five years. Such severance pay must be approved at the time of termination. No pre-termination promise, contract or other agreement purporting to entitle administrators to severance pay or any other form of post-employment compensation shall be valid or enforceable against the State of Colorado, the Trustees, the State Colleges or any of their officers or employees.

c. **Administrators with Faculty Tenure.** Terminated administrators who possess faculty tenure and, under certain circumstances, terminated administrators who held probationary faculty positions before transferring to the administration, may return to the faculty in accordance with sections IX.B.5 and 6 of this Handbook.

2. **Source of Authority.** The Trustees delegate the college president (or, in the case of professional personnel in the Office of the State Colleges, the President of the State Colleges) the authority to terminate and, at their option and in their discretion, award severance pay to administrative personnel under their supervision. The authority to terminate administrative personnel and award them severance pay may not be subdelegated to subordinate officers or employees of the college (or the Office of State Colleges).

3. **Review of Terminations.** Administrators who are terminated in accordance with this section may request informal conferences with the college president. Terminations may not be grieved under section XIV of this Handbook. See §XIV.A.1.

C. **Termination of Administrative/Regular Personnel.** "Administrative/regular" personnel are defined in the Glossary as "non-faculty professional personnel who were formerly defined as faculty in this Handbook in accord with 23-10-102(4), C.R.S., 1973; namely
counselors, librarians, and student services personnel, and who completed at least three years of continuous service at one of the State Colleges by the end of the 1987-88 fiscal year."

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 in accordance with section XI of this Handbook. If grounds for suspension exist, administrative regular personnel may be suspended in accordance with section XIII.

b. **Reduction in Force.** Administrative/regular personnel may be terminated due to a reduction in force in accordance with subsection C.2 of this section XII.

c. Unprofessional conduct as described in Article IV of this Handbook if the nature, gravity and/or frequency of the unprofessional conduct justifies dismissal.¹

2. **Termination of Administrative/Regular Personnel Due to a Reduction in Force:**

a. **Justifications for a Reduction in Force Resulting in the Termination of Administrative/Regular Personnel.** A reduction in force may be justified on any one or more of the following bases:

   (1) The institution is faced with a justifiable lack of work.

   (2) The institution has experienced declining enrollment in any two consecutive fall semesters.

   (3) There is a justifiable change in program including a reorganization

¹Adopted March 10, 1995
XII. REASSIGNMENT AND TERMINATION OF ADMINISTRATIVE AND ADMINISTRATIVE/REGULAR PERSONNEL - Continued

of an administrative department, office or other administrative unit.

(4) The General Assembly's appropriation to the Board of Trustees is below the level of the immediately preceding fiscal year or the budgetary allocation by the Board of Trustees to an institution in a given fiscal year is below that of the immediately preceding year as a consequence of diminished needs at that institution or increased needs at another institution.

(5) The Board declares a fiscal emergency.

(6) The institution is directed to discontinue a program by the Colorado Commission on Higher Education in accord with 23-1-107 C.R.S.

b. Justifications for Terminating Administrative/Regular Personnel Due to a Reduction in Force: Administrative/regular personnel may justifiably be terminated if there is a demonstrably substantial relationship between the basis or bases for a reduction in force and the termination of their employment. 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.

c. Procedures for Terminating Administrative/Regular Personnel Due to a Reduction in Force:

(1) Source of Authority for Termination. The Trustees delegate the authority to terminate administrative/regular personnel due to a reduction in force to the college president.

(2) Notice of Termination.

(a) Time of Notice. Notice of termination may be given at
XII. REASSIGNMENT AND TERMINATION OF ADMINISTRATIVE AND ADMINISTRATIVE/REGULAR PERSONNEL - Continued

any reasonable time.

(b) Form of Notice. Notice shall be given in writing and shall be either delivered in person or else sent by certified mail to the address shown on personnel records of the institution. If the notice is mailed, it is deemed given upon the date of mailing. In any event, the notice shall be contained in a sealed envelope addressed to the 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.

(c) Source of Notice. The Trustees delegate the authority to give notice of termination to the college president.

(d) Content of Notice. The notice shall set out each justification asserted for the reduction in force and for the resulting termination. 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 citing sections XII.C.1 and 2 of this Handbook.

(3) 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.

(4) Appeal of Termination. Administrative/regular personnel who have been notified of termination due to a reduction in force may appeal by requesting a pretermination meeting with the college president followed by an evidentiary hearing before a hearing officer.

(5) Formal Review of Termination.

(a) Meeting with the College President.
(i) Within five calendar days after receiving notice of termination due to a reduction in force, an administrative/regular employee may appeal the termination decision by submitting a written request for a meeting with the college president. (In case of hardship, as determined by the college 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.

(ii) 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 reduction in force and termination 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.

(iii) Within 15 working days after the meeting, the president shall issue a written decision either affirming the reduction in force and resulting termination or rescinding the termination. A copy of the president's decision shall be provided to the employee. Notwithstanding subsection C.2.c (3), the termination shall not be effective unless and until the employee receives the president's decision affirming the reduction in force and termination.

(b) Hearing Officer Review. Administrative/regular personnel who have been terminated due to a reduction in force may request a post-termination evidentiary hearing before a hearing officer.
XII. REASSIGNMENT AND TERMINATION OF ADMINISTRATIVE AND
ADMINISTRATIVE/REGULAR PERSONNEL - Continued

(i) If the president issues a decision affirming the
reduction in force and resulting termination, the
employee may request a hearing before a hearing
officer.

(ii) 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.

(iii) 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 grievances. Each shall strike
one name from the list and the remaining person
shall serve as the hearing officer.

(iv) 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.

(v) 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 hearing officer shall use the
procedures specified in CRS 24-4-105, (3)
through (16), Hearings and Determinations, as
guidelines for the proceeding. The college and the
XII. REASSIGNMENT AND TERMINATION OF ADMINISTRATIVE AND ADMINISTRATIVE/REGULAR PERSONNEL - Continued

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 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 with regard to the justification(s) for the reduction in force 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 stated in the notice. No evidence may be admitted at the hearing which is not relevant either to a justification stated in the notice or to an assertion contained in the request.

(vi) 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.

(c) Trustees' Review.

(i) The hearing officer shall promptly transmit his/her initial decision, along with the record and the findings of fact, conclusions and recommendation, to the President of the State Colleges for review by Trustees. Copies shall be furnished to the employee and the college president.

(ii) The Trustees shall review and take action on the initial decision of a hearing officer at the next
XII. REASSIGNMENT AND TERMINATION OF ADMINISTRATIVE AND ADMINISTRATIVE/REGULAR PERSONNEL - Continued

regular meeting scheduled at least 30 but no more than 90 days from the date the President of the State Colleges receives the initial decision. The provisions of 24-4-105 (15) C.R.S., as amended, shall serve as guidelines for Trustee review.

(d) Judicial Review.

(i) 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.

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

(e) Mootness of Proceedings.

(i) If the issues raised by a termination become moot, any pending hearing or review proceedings shall be dismissed with prejudice.

(ii) The issues raised by termination shall become moot if the termination is rescinded by the college 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.
XIII. TEMPORARY SUSPENSION DURING THE PENDENCY OF TERMINATION, DISCIPLINARY OR CRIMINAL PROCEEDINGS

A. **Definition.** Suspension during the pendency of termination, disciplinary, similar, or criminal proceedings is a temporary measure meant to protect faculty, staff, students, or the institution. A temporary suspension imposed under this section XIII is not itself a disciplinary sanction.

B. **Grounds.** Professional personnel may be temporarily suspended with full pay and benefits if the College 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: (a) has engaged in conduct that justifies termination for cause under section XI.A.1 of this Handbook; or (b) has engaged in unprofessional conduct as defined in section IV of this Handbook; or (c) has violated other college or Trustee policies intended to protect the health, safety, welfare or legal rights of the college’s faculty, staff, or student body or adopted to facilitate compliance with the college’s legal obligations (e.g. Trustee or institutional sexual harassment policies); or (d) has been charged by law enforcement authorities with a felony criminal offense that reflects adversely on his/her fitness as an employee.

C. **Procedures.**

1. **Summary Suspension.** If the College President reasonably believes that an individual poses an **imminent** threat to the physical or psychological well-being of the college’s faculty, staff, or student body or of **substantially** impairing or disrupting the institution’s functions, the President may summarily suspend the individual for a maximum of thirty (30) working days. Notice of summary suspension may be given by any practicable means.

2. No more than five (5) working days after an individual has been summarily suspended under the preceding subparagraph; or before an individual is temporarily suspended, whichever is applicable, the individual shall be given notice of the reasons that the President believes the temporary suspension is justified under subsections B.1 or 2 of this section XIII and the factual bases for the President’s belief, followed,

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1 Revised February 11, 1994; revised April 30, 1999.
XIII. TEMPORARY SUSPENSION DURING THE PENDENCY OF TERMINATION, DISCIPLINARY OR CRIMINAL PROCEEDINGS - Continued

within at least ten (10) working days, by an opportunity to meet with the College President to contest the reasons justifying the suspension, present information regarding mitigating circumstances or affirmative defenses, or otherwise explain his/her conduct.

a. If the temporary suspension is to be imposed during the pendency of termination or disciplinary proceedings or any other proceeding related to a violation of Trustee or college policies (e.g., a sexual harassment grievance proceeding), notice including notice of the proposed suspension and reasons therefor, shall be given and the meeting shall be conducted in accordance with section X.A.3.b (1)-(4) of this Handbook. Within ten (10) working days after the meeting (or, if the individual refuses to attend the meeting, within ten (10) working days after the scheduled date of the meeting), the President shall either: (i) suspend the individual pending the outcome of the termination, disciplinary, or other proceeding; or (ii) rescind the proposed suspension. Notice of the President’s decision shall be given to the individual either by certified mail, return receipt requested, or by hand delivery.

b. If the temporary suspension is to be imposed during the pendency of criminal proceedings the individual shall be notified of the felony charges upon which the proposed suspension is based and the reasons, including the factual bases therefor, why the President believes that a temporary suspension is justified under subsections B.1 or 2 of this section XIII. Notice shall be given at least ten (10) working days prior to the meeting either by certified mail, return receipt requested, or by hand delivery. The individual may submit a written response to the President before the meeting. The meeting shall be conducted in accordance with subsections X.3.A (2)-(4) of this Handbook. Within ten (10) working days after the meeting, the President shall either: (i) suspend the individual pending the outcome of criminal proceeding; or (ii) rescind the suspension. Notice of the President’s decision shall be given to the individual either by certified mail, return receipt requested, or by hand delivery.

1 If the temporary suspension is to be imposed during the pendency of termination proceedings, the President must follow the procedures set forth in section X.A.b.3 before commencing the termination proceedings pursuant to sections X.4.a and/or XI.
XIII. TEMPORARY SUSPENSION DURING THE PENDENCY OF TERMINATION, DISCIPLINARY OR CRIMINAL PROCEEDINGS - Continued

D. Duration of Temporary Suspensions.

1. During the pendency of a disciplinary or similar proceeding: (i) until the President or applicable college body decides that the individual did not engage in unprofessional or prohibited conduct; or (ii) the effective date of any disciplinary or other sanction imposed under section X.B.4.b or other college or Trustee policy; or (iii) the date the individual successfully appeals the disciplinary or other sanction, whichever is applicable.

2. During the pendency of a termination proceeding: (i) until the effective date of the termination; or (ii) until a decision of the hearing officer recommending that the individual should not be terminated, whichever is applicable. If the hearing officer does not recommend termination, the individual shall be reinstated pending an institutional appeal to the Trustees, if any. See generally sections XI.C.3.a and XI.D2.f. of this Handbook.

3. During the pendency of a criminal proceeding: until the final disposition of the criminal charge(s) by the criminal justice system (excluding non-interlocutory appeals). If the college subsequently commences termination proceedings against the individual based on conviction of the felony or acceptance of a guilty plea or a plea of nolo contendere to a felony, the suspension may be extended during the pendency of the termination proceeding by following the procedures set forth in subsection C.2 of this section XIII.

4. The President, in his/her sole discretion, may rescind a temporary suspension at any time.

E. Salary and benefits shall remain in force for the duration of any temporary suspension.
XIV. GRIEVANCES OTHER THAN DISMISSAL, NONRENEWAL, SUSPENSION, AND AFFIRMATIVE ACTION

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

A. Definitions

1. **Grievance**:¹ a written allegation by an affected professional that there has been a violation, misinterpretation, or improper application of written policies of the *Handbook for Professional Personnel* or the Trustee-approved written policies and procedures of the college. This procedure does not apply to disciplinary actions, dismissal, nonrenewal, suspension, reassignment of administrative or administrative/regular personnel to other exempt college positions, termination of administrative personnel, adverse tenure recommendations, denials of tenure, failures to acquire tenure for other reasons, or disputes concerning annual professional development plans, comprehensive evaluation plans, or post-tenure performance improvement plans and reevaluations. Allegations of discrimination on the basis of race, creed, color, religion, sex, age, handicap, or national origin are to be handled according to affirmative action policies developed by each college and approved by the Trustees.

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

3. **Grievant**: an affected professional who alleges the grievance.

4. **Respondent**: the person or persons who may be named as having caused or contributed to the action alleged in the grievance.

5. **Notice of Grievance**: the written allegation initiating the grievance process (Step I) using the Notice of Grievance from Appendix I. It includes a statement of the grievance, the paragraph from the *Handbook for Professional Personnel* or reference form college policies relied upon, and a request for remedy.

6. **Grievance Committee(s)**: an organized group of faculty members or other

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¹Adopted May 11, 1990; revised February 11, 1994; revised March 10, 1995; revised September 12, 1997.
professionals or both with responsibilities for advising the grievant and assisting the grievance process. The committee(s) may monitor the grievance process, may study specific grievances, may assist or counsel the grievant, and may make judgments or recommendations on the merits of a grievance. A college may have more than one grievance committee to serve different professional groups. The number of committees, the size of the committees, the method of selection and replacing members, and the function of the committees are to be determined by the college or, in the case of professional personnel in the Office of the State Colleges, the President of the State Colleges and approved by the Trustees. Grievance committees are not a part of the formal grievance process and may not interrupt or modify the time limits specified in these procedures. This restriction can be met best if the committees enter the grievance process between the informal procedure and Step I of the formal process.

7. **Time Limits:** the number of days specified for each step of the formal grievance procedure, not including Saturdays, Sundays, holidays, college vacation days, or days when the college is not in session and holding classes. The time limits of these procedures are summarized in Appendix II.

8. **Extension of Time Limits:** an increase in time limits approved by written consent of the grievant or by the hearing officer if good cause exists to extend the time.

B. **Disputes Among Professionals**

Any complaints lodged by one professional against another will be handled through procedures and criteria developed and administered by the professionals through college governance structures.

C. **Informal Resolution of Complaints and Grievances**

The most satisfactory procedure for resolving personnel problems is informal discussion between an affected professional and appropriate administrators. It is expected that such discussions will precede the initiation of the formal grievance procedures described by these policies. Affected professionals, department or division chairs, deans, vice presidents, and, if necessary, college presidents, should reason together to identify problems, to develop understanding, to reconcile differences, and, if appropriate, to redress grievances.

D. ** Formal Grievance Process**
XIV. GRIEVANCES OTHER THAN DISMISSAL, NONRENEWAL, SUSPENSION, AND AFFIRMATIVE ACTION - Continued

1. **Introduction.** The procedures consist of three sequential steps. The following sections, D.1.a. through D.1.j., describe terms and processes applicable in all three steps.

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

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

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

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

   b. **Timeliness.** Disputes about whether time limits for filing appeals and conducting investigations have been met may be appealed only to the next step in the formal process.

   c. **Precedent.** Any settlement, withdrawal, or disposition of a grievance at any step of these procedures shall not necessarily affect the settlement of similar grievances.

   d. **Reducing agreements to writing.** Any agreements reached at any step of the process must be reduced to writing.

   e. **Approval of agreement.**¹ All written agreements approved by the college

¹Revised March 15, 1991
XIV. GRIEVANCES OTHER THAN DISMISSAL, NONRENEWAL, SUSPENSION, AND AFFIRMATIVE ACTION - Continued

president or at Steps I or II are final, except for those matters for which only the Trustees have or assume final authority.

f. Scope of investigation by the hearing officer. When the hearing officer finds that the grievance involves a decision for which a formal college review and recommendation process is prescribed and that process requires participation by faculty committees, the hearing officer shall limit the investigation to a determination of whether the prescribed formal review and recommendation process has been followed.

g. Representation during the grievance process. The grievant may select a colleague who is not an attorney to observe and to advise at any step during the grievance process.

h. Burden of proof. The burden of persuasion rests upon the grievant with regard to any assertion contained in Notice of Grievance.

i. Costs. Cost for the hearing officer procedure, including the recording of the hearing, shall be borne equally by the grievant and the college except that the grievant and the college shall each be responsible for expenses incurred at their individual requests during the grievance process, such as the expenses for transcripts, witnesses, and attorneys.

j. Retribution. No retaliation shall be taken against a professional because of the filing of a grievance.

2. **Function of the Grievance Committee(s):** The functions of the grievance committee(s) are to be determined by the colleges and approved by the Board of Trustees. The committee(s) may make judgments and recommendations, may counsel and advise the grievant, and may monitor the grievance process. The time limits specified in these procedures may not be interrupted or modified by the activities or actions of the grievance committee. The grievant shall not be obligated to consult with or use the services of the grievance committee.

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

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

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

a. To refile the grievance at Step I within another five (5) days to correct technical deficiencies.

b. To file a new grievance at Step I to meet the criteria of those policies.

c. To appeal the disqualifying decision to Step II (only).

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

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

4. **Step II: Review by the College President or Designee.** If a satisfactory resolution is not achieved at Step I, the grievant may, within five (5) days after receipt of the written reply from the Step I administrator, submit a written appeal to the college president or person regularly designated to receive the recommendations at Step II. The designee may not be a respondent and must have been delegated the authority to implement or reject the action recommended to resolve the grievance. If the Notice of Grievance formally names the college president as respondent, the President of the State Colleges will replace the college
XIV. GRIEVANCES OTHER THAN DISMISSAL, NONRENEWAL, SUSPENSION, AND AFFIRMATIVE ACTION - Continued

president or designee in the proceedings of Step II.

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

5. **Step III: Review by Hearing Officer.** If the grievance is not suitably resolved at Step II, the grievant may request a hearing before a hearing officer. A letter of application for a hearing is timely if it is delivered in writing to the office of the college president or the Office of the President of the State Colleges if the college president is named as a respondent, within ten (10) days after receipt of the written decision of Step II from the college president or designee, or the President of the State Colleges.

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

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

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

Promptly after the hearing, but not more than fifteen (15) days after the conclusion of the hearing, the hearing officer shall report findings of fact, conclusions, and recommendations. The report shall be transmitted promptly by the hearing officer to the grievant, to the respondent, if any, to the college president, to the President
XIV. GRIEVANCES OTHER THAN DISMISSAL, NONRENEWAL, SUSPENSION, AND AFFIRMATIVE ACTION - Continued

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

E. Grievance Files

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

F. Reports

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

Within funding constraints and the fiscal rules, institutions will support travel of full-time academic personnel for the purpose of professional development.

Each college shall have and use a plan for professional travel that includes procedures for requesting and approving travel funds, for accounting for the expenditure of funds, and for assuring that the purpose of the travel has been achieved and that the travel is of benefit to the college.
XVI. LEAVES OF ABSENCE

A. Sabbatical Leave

1. **Eligibility.** Full-time faculty members, except temporary personnel, are eligible for a paid sabbatical leave when they have completed seven academic years of continuous service to the State Colleges in Colorado. A maximum of one academic year per fiscal year may be accrued toward sabbatical leave eligibility. Credit toward eligibility may not be earned by service during summer sessions or mini-terms except when such service is the result of redistributed load as described in section VII.B or the Scholars Year academic calendar at Western State College of Colorado.

Service accrued toward eligibility for a sabbatical leave shall be lost by interruption of employment with the State Colleges, but accrued service shall not be lost because of a transfer from one state college to another, a leave without pay or non-employment during summer sessions. Similarly, a faculty member terminated due to a reduction in force and subsequently rehired under the provisions of section XIA.3.f. shall be reinstated without a break in service and without loss of service accrued toward sabbatical leave eligibility. (However, the time that such faculty member is not employed by the State Colleges shall not count as service accrued toward sabbatical leave eligibility.)

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

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

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

2. **Procedures and Criteria for Granting Sabbatical Leaves.** Each institution shall develop for Board approval procedures for selecting applicants to be recommended to the college president and Board for sabbatical leaves. These procedures shall comply with this policy and section 23-5-123, C.R.S. (as

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1Adopted December 9, 1994.
XVI. LEAVES OF ABSENCE - Continued

amended).

a. Procedures.

No faculty member shall take a sabbatical leave unless it has been approved in advance by the Trustees.

A faculty member who is eligible for a sabbatical leave under subsection A.1 of this section may apply for leave by submitting an application to his or her department chair, other administrator or committee designated by their college's sabbatical leave policy. The application shall include a detailed sabbatical plan that:

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

(2) Specifies the goals that the faculty member will achieve while on sabbatical leave.

Each college's sabbatical leave policy shall provide for evaluation of a faculty member's sabbatical leave application by at least one peer committee and administrator who shall recommend approving or denying the application to the college president. The college president shall review the application and recommendations and may either deny or approve the application. Only applications approved by the president shall be transmitted to the Trustees for final action. Upon receipt of an application approved by the president, the Trustees shall either grant or deny the leave.

b. Criteria.

All committees and administrators, the college president and the Trustees shall consider the following criteria in reviewing and acting on sabbatical leave applications:

(1) The faculty member's proposed activities while on sabbatical;
(2) The individuals who will be involved in such activities; and

(3) The benefits to be received from such activities by the faculty member, the college, and the students at the college.

3. **Final Sabbatical Reports.** Upon completion of a sabbatical, a faculty member shall submit a final sabbatical report to the college president and Trustees. The sabbatical report shall summarize the faculty member's activities while on sabbatical and the benefits he or she derived from the leave in sufficient detail to permit a determination whether the faculty member achieved the goals specified in his or her sabbatical plan. However, sabbatical reports need not include specific details of any research the faculty member conducted while on sabbatical leave.

Final sabbatical reports are public records available for public inspection under sections 24-72-202 and -203, C.R.S. and may not be included in a faculty member's personnel file.

4. **Other Terms and Conditions of Sabbatical Leaves.** Sabbatical leave may be granted for one semester at full pay or two semesters at half pay. Sabbatical leaves during the summer are not authorized except for faculty members holding fiscal year contracts.

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

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

Upon returning from sabbatical leave, faculty members shall hold at least the same rank and receive the same salary, seniority, and retention considerations as if the leave had not been taken. However, an academic year during which a probationary faculty member takes a sabbatical leave of one or more semesters' duration shall not be included in such faculty member's probationary period.
XVI. LEAVES OF ABSENCE - Continued

A sabbatical leave for an academic year at half pay is counted as a service year for PERA retirement only if the person on leave agrees to pay the PERA retirement contribution based on his or her full salary. Participants in the State Colleges Defined Contribution Pension Plan ("DCPP") should make arrangements with the college payroll office regarding DCPP contributions during paid leaves. Leave recipients’ eligibility for health, life and long-term disability insurance coverage is conditional on the Handbook and group insurance policies in effect at the time the leave is taken. Time spent on sabbatical leave is not a break in service. Time spent on sabbatical leave is credited as service toward eligibility for a future sabbatical leave.

B. Administrative Leave

1. **All Professional Personnel.** A college president or, in the Office of State Colleges, the President of the State Colleges, may authorize administrative leaves with full or partial pay that, in the judgment of the president, are beneficial to the college or OSC or essential to the welfare of the individual. Such leaves include, but are not limited to, military leave, bereavement leave, jury duty leave, disciplinary or investigative leave not to exceed a reasonable period of time, and leave of not more than sixty (60) calendar days to engage in professional activities. Leaves granted under this subsection may not violate section 23-5-123, C.R.S.

2. **Approval of Administrative Leave.** Board approval for administrative leaves is not required unless otherwise provided by law, but leaves in excess of ten (10) working days shall be reported to the Board.

C. Accountability

Every participant in the procedures for applying for, approving and granting sabbatical and administrative leaves under subsections A and B of this section XVI is responsible for ensuring that each sabbatical and administrative leave complies with section 23-5-123, C.R.S. and these policies. Any participant who receives, approves or grants a sabbatical or administrative leave knowing that it is not authorized by section 23-2-123 or these policies may be held personally liable for all salary, benefits or other

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1Adopted December 9, 1994.

2Adopted December 9, 1994; revised March 10, 1995.
XVI. LEAVES OF ABSENCE - Continued

compensation paid to the recipient by the college or Trustees.

D. Production of Leave Records and Policies to the Legislature and the CCHE.¹

The Trustees shall produce all sabbatical leave records for all approved sabbaticals and a list of all disapproved sabbaticals for inspection by the Joint Budget Committee and the Education Committees of the Senate and House of Representatives of the General Assembly and the Colorado Commission on Higher Education upon request. In addition, the Trustees shall distribute copies of sections XVI.A, B, and D of this Handbook and all college sabbatical leave policies approved by the Board, with amendments as necessary, to the Senate and House Education Committees and the Colorado Commission on Higher Education.

E. Leave Without Pay (Excluding Unpaid Leave Authorized by the Family and Medical Leave Act of 1993 and section XVI.I of this Handbook)²

Professional personnel may be granted a leave without compensation to study, to conduct research, to travel in connection with study or research, to hold a temporary appointment at another institution of higher learning or in government service, for medical reasons, or to engage in other activities which are deemed acceptable by the college president or, in the case of professional employees in the Office of State Colleges, the President of the State Colleges.

Leaves without compensation for purposes indicated above may be renewed. Normally, leave without pay may not exceed two successive years.

Leave without pay to campaign and to serve in a state or national elective or appointive office may be granted up to one year, and may be renewed annually.

Conditions of employment to be in effect upon return from leave without pay must be agreed to in writing in advance of the leave by the individual and the college or, in the case of professional personnel in the Office of the State Colleges, the President of the State Colleges.

An academic year during which a probationary faculty member takes a leave without compensation of one or more semesters' duration shall not be included in such faculty

¹Adopted December 9, 1994.

²Adopted April 30, 1999.
XVI. LEAVES OF ABSENCE - Continued

member's probationary period.

F. Sick Leave

1. General. 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 section XVI.I of this Handbook subject to the limitations and conditions of that section. If a professional either: (i) has exhausted both his/her paid sick leave and unpaid personal medical leave; or (ii) has exhausted his/her paid sick leave and does not qualify for unpaid personal medical leave, he/she may apply for leave without pay under section XVI.E of this Handbook.

   a. Notice. If the sick leave is foreseeable based on planned medical treatment, the employee shall give not less than 30 days notice before the date his/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.

   b. Certification.

      (1) An employee who takes sick leave for more than 10 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) the date on which the serious health condition commenced; (iii) the probable duration of the condition; and (iv) the appropriate medical facts within the knowledge of the health care provider regarding the condition.

      (2) An employee requesting sick leave on an intermittent or reduced schedule shall furnish the additional certificates required by section XVI.I.8.c.(1) and/or (2) of this Handbook.

      (3) The college may require employees on sick leave to provide

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1Adopted June 17, 1991; revised June 18, 1993; revised April 30, 1999.
XVI. LEAVES OF ABSENCE - Continued

recertification of the foregoing matters on a reasonable basis.

(4) An employee 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.

(5) The certification requirements of this subsection 1.b shall be construed and applied in accordance with the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

An employee 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 employee 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.

2. Maternity Leave. 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.

a. Certification

(1) 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 subsection 1.b.(1) of this section XVI.F. However, if she requests maternity leave on an intermittent or reduced schedule, she must furnish the additional certificates required by section XVI.I.8.c. (1) and/or (2) of this Handbook.)

(2) 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.
XVI. LEAVES OF ABSENCE - Continued

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

c. Notice. The dates when an employee's maternity leave begins and ends shall be determined by the employee and her physician. However, the employee shall give not less than 30 days notice before the date her leave is scheduled to begin or such notice as is practicable if the date of delivery or a pregnancy-related medical condition requires the leave to begin in less than 30 days.

3. Family Leave. An employee may use up to 10 work days of the paid sick granted by subsection 1 of this section XVI.F 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. Family leave beyond the 10 days shall be taken as family medical leave under section XVI.I of this Handbook.

a. Notice. If the family 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 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 physician, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the college.

4. No Pay for Sick Leave Upon Termination. Employees whose employment by the State Colleges is voluntarily or involuntarily terminated shall not be entitled to any compensation whatsoever for unused sick leave.

G. Vacation

Administrative personnel shall be entitled to four calendar weeks of vacation annually, not to exceed twenty (20) working days. Accrued vacation in excess of forty (40) days is lost as of June 30 without additional compensation for unused vacation days. However, a professional person shall be paid for accrued vacation upon termination for a period not to exceed forty (40) days.

Colleges may use management prerogatives in requiring the terminating professional personnel to use vacation time prior to the termination date or prior to the end of the
XVI. LEAVES OF ABSENCE - Continued

fiscal year.

H. Proration of Vacation, Sick Leave Benefits¹

Employees who have a contract for 0.50 FTE or more will be eligible to receive prorata vacation, and sick leave benefits.

I. Parental, Family Medical and Personal Medical Leave Authorized by the Family and Medical Leave Act of 1993²

The following policies are intended to implement the Family and Medical Leave Act of 1993, P.L. No. 103-3, 107 Stat. 6 (1993) (the "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 personnel or AA/EEO offices.

1. **Eligibility.** Professional personnel ("employees") are eligible for parental, family medical and personal medical leave under the Act and this section XVI.I if they have been employed by the State Colleges for: (i) at least 12 months; and (ii) at least 1250 service hours during the previous 12-month period.

2. **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 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

¹Adopted June 17, 1991.

²Adopted June 18, 1993; revised June 11, 1999.
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.)

Family 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.

### 3. **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.)

### 4. **Both Spouses Employed by the State Colleges.** If two spouses are employed by one state college, parental and family medical leave shall be further limited as follows:

a. **Parental Leave.** The aggregate leave to which both spouses are entitled is limited to 12 work weeks during a fiscal year.

b. **Family Medical Leave.** When family medical leave is taken to care for a
XVI. LEAVES OF ABSENCE - Continued

parent, the aggregate leave to which both spouses are entitled is limited to 12 work weeks during a fiscal year.

In all other cases, each employee-spouse is entitled to a total of 12 work weeks of leave in each fiscal year.

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

a. Parental Leave. Employees who have accrued, paid vacation leave earned under section XVI.G of this Handbook may substitute such leave for a portion of their parental leave. Employees who elect to substitute paid vacation leave for parental leave must use all of their accrued vacation leave before taking unpaid parental leave.

b. Family Medical Leave. Employees who have unused, paid sick leave authorized by section XVI.F of this Handbook and/or accrued, paid vacation leave earned under section XVI.G of this Handbook may substitute up to 10 days of paid sick leave and/or accrued paid vacation leave for all or a portion of their family medical leave. Employees who elect to substitute paid sick and/or vacation leave for family medical leave must first use their 10 days of sick leave and then use all of their accrued vacation leave before taking unpaid family medical leave.

c. Personal Medical Leave. Employees with unused, paid sick leave authorized by section XVI.F of this Handbook and/or accrued, paid vacation leave earned under section XVI.G of this Handbook shall substitute their paid sick leave and may substitute vacation leave for their personal medical leave. Employees must use all of their accrued sick leave before taking substituted vacation leave or unpaid leave.

Paid vacation and/or sick leave substituted for unpaid parental, family, 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. For example, an employee who takes 60 work days of paid sick leave pursuant to section XVI.F of the Handbook, may not take any unpaid parental, family medical or personal medical leave during the
same fiscal year. Similarly, an employee who substitutes 30 days of vacation leave for parental leave and 10 days of paid sick leave for family medical leave, may take only 4 work weeks of additional, unpaid family medical leave during the same fiscal year.

6. **Leave Schedules.** 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.)

   a. **Parental Leave.** Parental leave must be taken during consecutive work weeks.

   b. **Family Medical Leave and Personal Medical Leave.** Family and personal medical leave may be taken on an intermittent or reduced leave schedule by agreement or if such schedule is certified to be medically necessary. However, if an employee requests an intermittent or reduced leave schedule that is foreseeable based on planned medical treatment, the 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.

7. **Notice.** 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).

   a. **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.

   b. **Family 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
XVI. LEAVES OF ABSENCE - Continued

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.

8. **Certification.** Employees who request family or personal medical leave (including substituted vacation and/or sick leave) shall provide timely certification from the family member's or employee's health care provider supporting the leave.

a. **Family Medical Leave.** An employee taking family medical leave for more than 10 consecutive work days shall furnish a certificate from the family member's health care provider stating: (i) that the employee is needed to care for the family member; (ii) the estimated amount of time that the employee will be needed to care for the family member; (iii) the date on which the serious health condition commenced; (iv) the probable duration of the condition; and (v) the appropriate medical facts within the knowledge of the health care provider regarding the condition.

b. **Personal Medical Leave.** Except as provided in section XVI.F.2 (Maternity Leave), an employee taking personal medical leave for more than 10 consecutive work days shall furnish a certificate from his/her health care provider stating: (i) that the employee is unable to perform the functions of his/her position; (ii) the date on which the serious health condition commenced; (iii) the probable duration of the condition; and (iv) the appropriate medical facts within the knowledge of the health care provider regarding the condition.

c. **Additional Certification Required for Intermittent Leaves and Reduced Leave Schedules.** An employee who requests intermittent family or personal medical leave or family or personal medical leave on a reduced leave schedule shall also furnish a certificate from the appropriate health care provider:

(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
XVI. LEAVES OF ABSENCE - Continued

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.

d. **Recertification.** The college may require employees on family or personal medical leave to provide recertification of the foregoing matters on a reasonable basis.

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

f. **Compliance with Rehabilitation and Americans with Disabilities Acts.** The certification requirements of this subsection 8 shall be construed and applied in accordance with the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

9. **Reporting.** 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.

10. **Insurance.** For the purposes of this paragraph, "insurance" means the Trustees' group health, dental, life, and long-term disability insurance plans described in sections XVII.C and D of this Handbook.

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:
a. **Health and Dental Insurance.** An employee on unpaid 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.

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

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

12. **Seniority, Vacation, and Service toward Completion of a Probationary Period.** Seniority and vacation leave shall not accrue during periods of unpaid leave. Unpaid leave of one or more semesters' duration shall not be included in faculty members' probationary periods.

13. **Reinstatement to Position Upon Return from Leave.** Except as otherwise provided in section XVI.I.6.b. (authorizing a college to assign an employee on an intermittent or reduced leave schedule to an alternative position), and this subsection 13, 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.

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, employees who
XVI. LEAVES OF ABSENCE - Continued

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
section XVI.G of 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.”)


a. The colleges shall not interfere with, restrain or deny the exercise of or
   the attempt to exercise, any right provided by the Act or this section
   XVI.I.

b. The colleges shall not discharge or in any other manner discriminate
   against any individual for opposing any practice made unlawful by the
   Act.

c. Neither the colleges 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.

J. Approval of Leaves

Sabbatical leaves, faculty professional development leaves, leaves without pay and
administrative leaves, including professional development leave for administrators, shall
be approved by the president. The president may subdelegate the power to approve
sick, vacation and unpaid parental, family medical and personal medical leaves to

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\(^1\)Adopted March 15, 1991; revised June 18, 1993.
XVI. LEAVES OF ABSENCE - Continued

appropriate personnel. Administrative leaves in excess of ten (10) working days shall be reported to the Board.

K. Exceptions\(^1\)

If the strict application of a provision of this Section XVI 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 of the college or the system may waive or modify the application of such provision as necessary to achieve the intended result.

\(^1\)Adopted June 17, 1991; revised June 18, 1993.
XVII. BENEFITS

A. Tax-Sheltered Annuity (TSA)¹

The employees of each of the state colleges and the Office of the State Colleges, except temporary personnel specified in section IX.B.3.e. of this Handbook, are authorized by the Trustee Policy Manual, Section 4.20 to participate on a voluntary basis in a program whereby the college will purchase an annuity within the provisions of the Technical Amendments Act of 1958, Section 23(b)(3), revising 501(c)(3) and 403(b)(3), and the herein designated rules of the Trustees under the following conditions:

1. The employee so interested shall elect to join the tax-sheltered annuity program by completing and signing a State Colleges in Colorado Salary Reduction Agreement, which will apply until revoked or replaced at his/her election.

2. The annuity shall be funded by reducing the gross contract salary of the employee by a stipulated constant amount and the purchase coextensively of an annuity contract with an authorized TSA vendor. The Office of State Colleges shall maintain a list of authorized TSA vendors.

(To obtain more detailed information concerning tax-sheltered annuities, professional personnel should inquire at their college's human resources office.)

B. Transfer of Benefits

Professional personnel, except temporary personnel, transferring from one state college to another may transfer the semesters of service benefits accrued within the State Colleges. This transfer implies no financial obligation on the employee's former institution. The benefits include retirement, health and hospitalization insurance, life and accident insurance, leaves with pay, sick leave, vacation, and other benefits (except contract type) as defined within this Handbook.

C. Insurance Benefits²

The colleges shall participate with the professional personnel, except temporary personnel specified in section IX.B.3.e. of this Handbook and those on contract for less than 0.50 FTE, in providing health and other insurance benefits throughout the State Colleges system. The insurance programs shall be required

¹Adopted May 17, 1996.
²Adopted June 17, 1991; revised February 11, 1994; revised October 9, 1998.
XVII. BENEFITS - Continued

for all professional employees on contract for 0.50 FTE or more during the fiscal year except those granted exemptions on the grounds stated below.

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 systemwide program. The health and insurance program shall be reviewed periodically to assess it adequacy in terms of coverage and costs.

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

D. Long-term Disability Program

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

E. Retirement

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”). Eligibility to participate in The DCPP or PERA shall be determined in accordance with title 24, articles 51 and 54.5 of the Colorado Revised Statutes (as amended from time to time.)

There is no mandatory retirement age for professional personnel.

Professional personnel who are considering retirement (including early

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1Adopted June 17, 1991; revised February 11, 1994.

2Adopted March 15, 1991; revised February 11, 1994; revised April 27, 2001
XVII. BENEFITS - Continued

(continued)

retirement) should contact their college Human Resources office for information concerning retirement options and benefits.

F. Waiver of Tenure and other Reemployment Rights.¹

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

G. Transitional Retirement²

Under section XVII.F. of this Handbook, voluntary application for and acceptance of part-time employment automatically terminates an employees' rights (if any) to full-time employment and/or reemployment by the State Colleges in Colorado. However, because retired employees may be eligible for part-time employment without a reduction in their retirement benefits, the Trustees have adopted a Transitional Retirement policy authorizing the colleges to rehire retired professional personnel for up to five (5) fiscal years after they retire to assist them to make the transition from full-time employment to full-time retirement.

Each state college shall implement an institutional Transitional Retirement program consistent with the following requirements and shall notify its’ professional personnel about the program. Institutional procedures for implementing this policy shall be submitted to the Trustees for approval in accordance with section XVIII.H of this Handbook.

¹Adopted February 11, 1994.

²Adopted March 15, 1991; revised February 12, 1993; revised February 11, 1994; revised April 27, 2001 to be effective for Transitional Retirement Agreements signed and commencing after June 30, 2001.
Section XVII, page 4

XVII. BENEFITS - Continued

1. Professional personnel who are eligible for retirement benefits\(^1\) may apply to participate in the Transitional Retirement program. Application and participation are completely voluntary. Professional personnel who choose to retire may do so without participating in the Transitional Retirement program.

2. Approval of applications for participation in the Transitional Retirement program is committed to the college president's sole discretion. However, no application shall be rejected because of the applicant's age or, if the applicant is disabled, solely because of his/her disability if the applicant is "qualified" within the meaning of section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

3. Professional personnel whose applications to participate in the Transitional Retirement program are approved shall be employed by the State Colleges subject to the following conditions and limitations:

   a. Except as may otherwise be provided in their Transitional Retirement contracts, Transitional Retirees shall have no right to continued employment or reemployment, including but not limited to faculty tenure.

   b. PERA Transitional Retirees' applications for retirement benefits must be approved by PERA before the retirees begin their periods of Transitional Employment. DCPP Transitional Retirees notice of retirement must be accepted by the employees' President before the retirees begin their periods of Transitional Retirement. ("Transitional Employment" means any employment authorized by this policy and institutional Transitional Retirement programs.)

\(^1\)In addition to the restrictions outlined in this policy, PERA regulations limit the amount of income disability retirees can earn from post-retirement employment. Receipt of income exceeding the PERA limitations will reduce retirees' disability retirement benefits. Disabled PERA members applying for Transitional Retirement under this policy are urged to contact PERA for further information.
c. There are significant statutory restrictions on post-retirement employment of PERA retirees. Prior to entering into a Transitional Retirement Agreement PERA professional personnel applying for Transitional Retirement should consult with their College Human Resources Office and PERA concerning the effect the Transitional Retirement employment schedule will have on their eligibility to receive PERA retirement benefits.\(^1\)

The Colleges and Transitional Retirees will attempt to arrange schedules that are consistent with the Colleges' needs and the statutory limitations on Transitional Employment. However, Transitional Retirees shall be solely responsible for complying with these limitations and with any applicable PERA rules and regulations governing eligibility for full retirement benefits during periods of employment after retirement. Retirees are therefore strongly encouraged to consult PERA concerning their proposed Transitional Employment schedules to avoid a suspension or reduction of their PERA benefits.\(^2\)

d. The college president and the Transitional Retiree shall mutually agree to a Transitional Employment period which may not exceed one (1) fiscal year. The president and the retiree may, by subsequent mutual agreement(s), extend the Transitional Employment period for an additional period or periods not to exceed one (1) fiscal year each. Extensions of Transitional Employment for an additional period or periods are committed to the president's sole discretion. The total Transitional Employment period, including all extensions thereof, shall not exceed a total of five (5) fiscal years and shall end no later than five (5) calendar years after the date of the retirees’ retirement. At the end of the Transitional Employment period, the Transitional Retirees’ employment by the State Colleges shall automatically terminate.

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\(^1\)Any subsequent amendments to section 24-51-1101 to -1104 of the Colorado Revised Statutes reducing the number of days and/or hours a Transitional Retiree may work without a reduction of PERA benefits shall, on their effective dates, be incorporated by reference in and supersede this paragraph and the corresponding provisions of all institutional Transitional Retirement programs and transitional retirement contracts theretofore executed by PERA retirees and the State Colleges; revised April 27, 2001; revised April 27, 2001 to be effective for Transitional Retirement Agreements signed and commencing after June 30, 2001.

\(^2\)Revised April 27, 2001 to be effective for Transitional Retirement Agreements signed and commencing after June 30, 2001.
However, the retiree shall thereafter be eligible for appointment to a temporary position(s) in accordance with section XVII.H of this Handbook.

e. Notwithstanding the preceding subsection and any other provision of this section to the contrary, transitional retirees who are employed to perform managerial or administrative duties are subject to article 18 of title 24 of the Colorado Revised Statutes and section XII of this Handbook. Such retirees shall be employees at will who may be terminated or reassigned at any time without cause, advance notice of termination or compensation, whether as a buy-out of the remaining term of any transitional retirement contract, liquidated damages or other remuneration, except for compensation that was earned prior to the date of termination prorated to such date.\(^1\)

f. Transitional Employment may begin during the fiscal year immediately following the date of retirement or on a later date to which the college president and the Transitional Retiree mutually agree. The President and the Transitional Retiree may also agree to nonconsecutive periods of Transitional Employment. However, no such agreement shall obligate the college to employ a retiree in a future fiscal year. Notwithstanding any deferral of the date on which Transitional Employment begins or interruptions between periods of Transitional Employment, the Transitional Employment period, including all extensions thereof, shall not exceed a total of five (5) fiscal years and shall end no later than five (5) calendar years after the date of the retiree's retirement.

g. Transitional Retirees shall retain their academic rank (if any) during periods of Transitional Employment.

h. Transitional Retirees shall remain subject to those provisions of this Handbook which are not inconsistent with this section or with the terms of their Transitional Retirement contracts during periods of Transitional Employment.

i. All Transitional Retirees shall enter into transitional retirement contracts with the State Colleges.

\(^1\)Adopted February 11, 1994;
XVII. BENEFITS - Continued

(1) Transitional Retirement contracts shall be executed for each Transitional Employment period. All such contracts and corresponding Transitional Employment periods shall terminate no later than the end of the fiscal year in which they begin.

(2) All Transitional Retirement contracts shall include the following clause: "Financial obligations of the State of Colorado and the Trustees of the State Colleges payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available."

(3) Each Transitional Retirement contract shall include the Transitional Retiree's express agreement that his/her employment by the State Colleges terminates automatically at the end of the contract term unless the college president and the retiree mutually agree to extend the Transitional Employment period for an additional period in accordance with section XVII.F.3.d. of this Handbook.

(4) Each Transitional Retirement contract shall specify in detail the Transitional Retiree's schedule, assignment, duties and salary for the contract term.

(5) Each Transitional Retirement contract shall specify the life, health insurance plans, and retirement plan or plans, if any, in which the Transitional Retiree will participate during his or her period of transitional employment.¹

¹ Revised April 27, 2001 to be effective for Transitional Retirement Agreements signed and commencing after June 30, 2001.
XVII. BENEFITS - Continued

H. Post Retirement Employment\(^1\)

Professional personnel who retire without participating in the Transitional Retirement program or whose period of Transitional Employment has ended are eligible for appointments as temporary personnel. There are significant statutory restrictions on the post-retirement employment of PERA retirees. Retired professional personnel who are receiving or plan to receive PERA retirement benefits and are applying for temporary positions should consult with PERA concerning the effect of such employment on their eligibility to receive retirement benefits.

\(^1\)Adopted March 15, 1991; revised February 11, 1994; revised April 27, 2001 to be effective for Transitional Retirement Agreements signed and commencing after June 30, 2001.
XVII. BENEFITS - Continued

I. Life, Health and Dental Insurance Benefits for Transitional Retirees and Retirees

1. Definitions.

   a. “Transitional Retiree” means an employee employed on a transitional retirement contract issued pursuant to section XVII.G of this Handbook.

   b. “Retiree” means a transitional retiree or former employee who satisfies the following conditions:

      (1) The transitional retiree is employed by the State Colleges for less than 0.50 FTE during any fiscal year; or

      (2) The former employee voluntarily terminated his or her employment by the State Colleges; and

      (3) The transitional retiree or former employee is eligible for PERA service benefits; or

      (4) The transitional retiree or former employee is eligible for a non-penalized DCPP distribution.

   c. “Non-penalized DCPP distribution” means a defined contribution pension plan distribution that is not subject to an early distribution penalty under federal tax laws.

2. Transitional Retirees.

   a. Transitional retirees on contracts for 0.50 FTE or more during any fiscal year are eligible to participate in the Trustees’ group life, health and dental insurance plans on the same terms and conditions that apply to non-retired employees under section XVII.C of this Handbook (as amended on October 9, 1998).

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1Adopted June 17, 1991; revised February 11, 1994; revised June 11, 1999. The Trustees may reevaluate any insurance coverage provided for retired personnel, including transitional retirees, and may adjust or eliminate such coverage on a fiscal year basis.
XVII. BENEFITS - Continued

As amended, section XVII.C makes participation in the Trustees’ group health and dental insurance plans mandatory for all professional personnel employed on contracts of 0.50 or more in any fiscal year, unless the employee is awarded an exemption based on proof of other coverage (including military benefits) or religious beliefs.

b. Transitional retirees on contracts for less than 0.50 FTE during any fiscal year are eligible to participate in the Trustees’ retiree life, health and dental insurance plan, if available on the terms and conditions applicable to other retirees under subsections 3-5 of this section XVII.I.

3. **Life Insurance.** Retirees are eligible to participate in the Trustees’ retiree life insurance program at their own expense.

4. **Health and Dental Insurance.** Retirees are eligible to participate in the Trustees’ retiree health and dental insurance plans at their own expense from the date of their retirement until they become eligible for Medicare. The premiums and surcharges (if any) payable by retirees who choose to participate in the Trustees’ plan under this subsection 4 shall be fixed from time to time by the Colorado Higher Education Insurance Benefits Alliance (CHEIBA).

5. **Transitional Retirees and Other Retirees Who are Re-employed by the State Colleges After Retirement.** Under section XVII.H of this Handbook, transitional retirees and other retirees are eligible for post-retirement employment by the State Colleges as temporary personnel. Transitional retirees and retirees who are re-employed as temporary personnel on contracts for 0.50 or more FTE in any fiscal year are eligible to participate in the Trustees’ group life, health and dental insurance plans on the same terms and conditions that apply to non-retired employees under section XVII.C of this Handbook (as amended on October 9, 1998).

As amended, section XVII.C makes participation in the Trustees’ group health and dental insurance plans mandatory for all professional personnel employed on contracts of 0.50 or more in any fiscal year, unless the employee is awarded an exemption based on proof of other coverage (including military benefits) or religious beliefs.
6. **Employees Who Resign within Five Years of Retirement Eligibility.**

   a. Employees who voluntarily terminate their employment with the State Colleges, have not requested a refund of their PERA account, and are within five years of meeting the age and service credit requirement for full or reduced PERA service retirement benefits as specified by law, are eligible to participate in the Trustees’ retiree health and dental insurance plans at their own expense under the terms and conditions established by subsection 4 of this section XVII.I.

   b. Employees who voluntarily terminate their employment with the State Colleges and are within five years of becoming eligible for a non-penalized DCPP distribution, are eligible to participate in the Trustees’ retiree health and dental insurance plans at their own expense under the terms and conditions established by subsection 4 of this section XVII.I.

J. **Exceptions**

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

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1Adopted June 17, 1991.
XVIII. PERSONNEL POLICIES AND PROCEDURES TO BE DEVELOPED BY THE COLLEGES AND APPROVED BY THE TRUSTEES

Each college shall develop personnel policies and procedures listed below using a process which includes appropriate involvement of professional personnel as defined in this Handbook. These policies and procedures and such others as may be required from time to time are to be incorporated into institutional handbooks as required by Board policy and are to be revised annually as necessary.

A. Standards of Performance (Section XI)

Any standard of performance or job descriptions that supplement the standards of this Handbook and are incorporated in institutional handbooks.

B. Affirmative Action Plan (Section II)

C. Promotion Policies and Procedures (Section VI)

1. Procedures for evaluating faculty for the purpose of identifying those to be recommended to the president for promotion.¹

2. Criteria, if any, to be used in the selection of faculty not meeting the minimum educational and experiential requirements for academic rank and to be recommended for promotion on the basis of exceptional qualifications.

3. Criteria and procedures for identifying faculty to be recommended for emeritus status.

D. Salary Administration Plan (Section VII)

E. Evaluation Procedures and Instruments (Section VIII)

1. Faculty

2. Nonfaculty, if different from those for faculty.

F. Grievance Committee (Section XIV)

¹Adopted March 15, 1991
Description of the function, authority, composition, method of member selection, etc., as required by this Handbook.

G. Sabbatical Leave (Section XVI)

Criteria and procedures for identifying candidates to be recommended to the president for grants of leave with pay.¹

H. Transitional Retirement (Section XVII)

Procedures for informing professional personnel of the benefits of transitional retirement and for implementing a transitional retirement program consistent with the provisions of this Handbook.

I. Appointment Policies and Procedures (Section IX)

Policies and procedures to be used in the selection and appointment of professional personnel. These may be combined with institutional affirmative action plans.

J. Sexual Harassment (Glossary)

Each state college shall review existing grievance procedures to determine if adaptations need to be made or new procedures need to be developed for handling complaints of sexual harassment filed by students, faculty, or administrators. Such adaptations or new procedures need to be incorporated in institutional handbooks submitted for Board approval.

If at any time the institutional handbooks are in conflict with this *Handbook for Professional Personnel*, the provisions of this *Handbook* will supersede them.

¹Adopted March 15, 1991
XIX. POLICIES CONCERNING SEXUAL HARASSMENT AND AMOROUS RELATIONSHIPS

A. Introduction

The educational enterprise is a collaborative effort among faculty and students, supported by staff and administrative personnel. For the enterprise to succeed, the relationships among all the participants must be based upon mutual trust and respect, together with confidence that individual freedom of inquiry and expression are valued and protected.

Sexual harassment is inconsistent with these basic principles. It disrupts and undermines the relationships that are essential to an educational institution’s working and learning environments. Sexual harassment and retaliation are therefore strictly prohibited in the college workplace and in all college-sponsored activities and programs. Sexual harassment or retaliation by faculty, staff, and administrators violates contractual standards of professional conduct and performance. Sexual harassment or retaliation by students violates the student conduct code. Sexual harassment or retaliation therefore constitute grounds for disciplinary action up to and including termination or expulsion against faculty, staff, administrators, and students. Any disciplinary action for violation of this policy will be administered pursuant to established procedures applicable to students and to the various categories of employee (classified, administrative, and faculty). See, Student Conduct Code, Trustees’ Handbook for Professional Personnel (sections X, XI, and XII).

Sexual harassment and retaliation also violate federal and state law. Sexual harassment and retaliation are forms of sexual discrimination under Title VII or the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, Title IX of the Educational Amendments of 1972, and Colorado statutes prohibiting unfair and discriminatory employment practices. Some types of sexual harassment also violate state tort and criminal law. Sexual harassment and retaliation expose both the college and the individuals against whom complaints are filed to legal liability to the victims of the harassing or retaliatory behavior.

The following policy statement has been developed by the State Colleges’ Attorneys, based on United States Equal Employment Opportunity Commission guidelines which were adopted following the United States Supreme Court decision in Meritor Savings

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1 Adopted April 30, 1999.

2 For purposes of this policy, “retaliation” means threats, punitive measures or other adverse actions taken against any individual based on (i) his or her reasonable opposition to perceived incidents of sexual harassment; or (ii) his or her reporting of or participation in investigations or other proceedings related to allegations of sexual harassment. Retaliation is described in greater detail in section C of this policy.
XIX. POLICIES CONCERNING SEXUAL HARASSMENT AND AMOROUS RELATIONSHIPS – Continued


B. Sexual Harassment Is Prohibited

No State Colleges employee or student shall engage in sexual harassment or retaliation. 1

1. Legal Definition

Sexual harassment is defined as:

Any unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature 2 when:

a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s instruction, employment, or participation in a course, program, activity, or academic evaluation; or

b. submission to or rejection of such conduct is used as the basis for employment or academic decisions affecting that individual; or

c. such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance, academic performance, or educational experience, or of creating an intimidating, hostile, or offensive working or educational environment.

2. Types of Sexual Harassment

This section B.2. is not a statement of board policy. It is an attempt briefly to illustrate the circumstances that can result in sexual harassment.

Courts and administrative agencies generally draw a distinction between “quid pro quo” and “hostile environment” sexual harassment. 3

1 State Colleges include: Adams State College, Mesa State College, Metropolitan State College of Denver, Western State College, the Western Colorado Graduate Center, and the Office of State Colleges.

2 Non-sexual verbal or physical harassment that insults, demeans, ridicules or evinces hostility towards a person because of his or her gender also constitutes gender discrimination if it is sufficiently severe or pervasive to create a hostile working or educational environment. Please refer to section B.2.b (3)(g) of this policy.

3 Although two recent United States Supreme Court decisions de-emphasized the quid pro quo/hostile environment
XIX. POLICIES CONCERNING SEXUAL HARASSMENT AND AMOROUS RELATIONSHIPS – Continued

a. **Quid Pro Quo Sexual Harassment**

*Quid pro quo* sexual harassment occurs when submission to, or rejection of, unwelcome sexual conduct is used as a basis for academic, educational, or employment decisions affecting an individual. *Quid pro quo* sexual harassment is perpetrated by someone who is in a position of authority over the victim. Such harassment can occur between members of the opposite or same sexes. The law does not require the victim of sexual harassment to expressly notify the perpetrator that the conduct is unwelcome. Nor does the law require that the perpetrator explicitly or deliberately base a decision on submission to or rejection of the conduct. Circumstantial evidence linking sexual conduct with an adverse or favorable employment or educational decision may justify a finding of quid pro quo sexual harassment by a jury, court, or administrative tribunal.

Examples of *quid pro quo* sexual harassment include, but are not limited to:

1. direct propositions of a sexual nature that expressly or by implication link employment, work status, promotion, wage increases, course or program status, grades, letters of recommendation, or other tangible employment or educational actions to submission to sexual advances;

2. direct or implied promises or threats linking employment, work status, promotion, wage increases, course or program status, grades, letters of recommendation, or other tangible employment or educational actions to submission to sexual advances.

b. **Hostile Environment Sexual Harassment**

Hostile environment sexual harassment is unwelcome conduct, generally although not necessarily of a sexual nature, that insults, demeans, ridicules or evinces hostility toward a person because of his or her gender, and that is sufficiently severe or pervasive that it alters the distinction for certain technical legal purposes, it remains important and useful as a tool for identifying the types of behavior that constitute sexual harassment.
conditions of employment or education and creates an environment that a reasonable person would find hostile, intimidating, or offensive. In determining whether conduct has created an impermissibly hostile environment, all of the relevant circumstances must be considered. These circumstances include, but are not limited to, the severity and frequency of the conduct, its context, and whether it is physically threatening, or humiliating.

Hostile environment sexual harassment can be perpetrated by students, faculty, staff, or administrators, and by some third parties authorized to use the college facilities, such as contract employees and service and repair personnel. Hostile environment sexual harassment can occur between peers (co-workers and fellow students) and between members of the opposite or same sexes. The conduct must offend the victim, but it does not have to be offensive to everyone. Conduct that offends the victim but would not offend a reasonable person in his or her position does not constitute hostile environment sexual harassment. The test is whether, considering all of the circumstances, the conduct would offend a reasonable person in the victim’s position. As with quid pro quo sexual harassment, a finding of hostile environment sexual harassment may be justified even if the perpetrator did not intend to offend the victim.

The following subparagraphs describe some, but not all, kinds of conduct that can constitute sexual harassment if they are sufficiently severe or pervasive to alter the conditions of employment or education and create an environment that a reasonable person would find hostile, intimidating, or offensive:

(1) sexual assault (nonconsensual physical contact of a sexual nature);

Note: Sexual assaults are also criminal acts. All sexual assaults should be reported to the local law enforcement agency with jurisdiction over the crime.

(2) direct propositions of a sexual nature;

(3) conduct which is offensive or humiliating in nature that includes, but is not limited to:
(a) sexually explicit comments, statements, questions, jokes or anecdotes;
(b) comments, statements, questions, jokes anecdotes, or innuendoes with sexual connotations;
(c) display of sexually explicit materials in the workplace or classroom or their use in the classroom without a defensible academic purpose;
(d) unnecessary touching, patting, hugging, or brushing against a person’s body;
(e) remarks about sexual activity or speculation about sexual experiences;
(f) “wolf whistling,” obscene sounds, or obscene gestures;
(g) non-sexual physical or verbal conduct which insults, demeanes, ridicules or otherwise evinces hostility toward a person because her or his sex. Examples include, but are not limited to, hazing, pranks, horseplay, and ridicule.

c. Academic Freedom and Freedom of Expression can be Factors.

“Considering all of the circumstances” should, when relevant, include considering academic freedom and First Amendment rights. First, the legitimate presentation and discussion of course subjects in class, the presentation and discussion of academic or creative work in an academic context, and the production and presentation of creative works as part of an academic experience, are generally protected by academic freedom. For example, comments of a sexual nature and display of sexually explicit materials are an inherent part of a course on human sexuality. Examples of obscenity are an inherent part of a course on the subject. Paintings and photographs of nudes have a legitimate place in art history and art appreciation curricula. Critically acclaimed novels assigned in literature classes sometimes include sexually explicit language and graphic portrayals of sexual conduct. In such circumstances, the legitimate discussion of the material and subjects as a part of the educational experience is not hostile environment sexual harassment. However, unlawful sexual harassment can occur even in the context of a course that legitimately covers sexual material. A professor or student who frequently makes sexually derogatory or offensive jokes to “liven up” the class discussion, or who frequently uses derogatory or
XIX. POLICIES CONCERNING SEXUAL HARASSMENT AND AMOROUS RELATIONSHIPS – Continued

offensive sexual analogies to illustrate concepts, can commit sexual harassment even though sex is a legitimate subject for classroom discussion.

Second, members of the campus community have the same First Amendment free speech rights as other people. However, in the classroom and in the workplace that right must be harmonized with students’ and employees’ Fourteenth Amendment right to equal protection of the laws – a right which includes freedom from sexual harassment. In addition, the college’s purpose and operations must be taken into account in assessing whether sex-related expression is protected by the First Amendment.

As noted above, all of these circumstances must be considered on a case-by-case basis in determining whether verbal or physical conduct constitutes hostile environment sexual harassment.

C. Retaliation for Objections to Sexual Harassment is Prohibited.

If each State College is to achieve its goals of preventing sexual harassment and taking prompt corrective action when harassment is suspected or occurs, members of the college community must feel free to object to sexually harassing conduct that they have observed or experienced. They must also feel free to participate in harassment-related investigations and disciplinary actions by reporting the harassment, filing a college or external complaint, cooperating in an investigation, testifying, and providing tangible evidence of harassment. Overt or covert acts of retaliation (e.g., threats, reprisals, interference, restraints, penalties, discrimination, coercion, harassment) against any member of the college community because he or she has objected to sexual harassment or participated in harassment-related proceedings is strictly prohibited.¹ Retaliation remains strictly prohibited even if the college (or another tribunal such as a court of law or an enforcement agency) ultimately concludes that sexual harassment did not occur.

D. Abuse of the Complaint Process is Prohibited.

This policy shall not be abused by bringing fraudulent or bad-faith charges of sexual harassment or retaliation. Disciplinary charges may be filed by the Equal Opportunity Director or other college official with similar responsibilities, on his/her own initiative, or at the request of the accused against any member of the college community, if the official

¹ Similarly, retaliation based on objections or participation in proceedings related to earlier acts of retaliation is strictly prohibited.
finds that someone has intentionally made a materially false statement of fact, provided materially false documentation in support of an accusation of sexual harassment or retaliation, or otherwise behaved irresponsibly in connection with a harassment accusation or proceeding (e.g., by stealing or photocopying confidential documents). However, prosecutions for abuse of this policy shall not commence until the conclusion of the Equal Opportunity Director or other official’s investigation and report, and after the conclusion of any sexual harassment disciplinary proceedings. Filing a charge of misconduct or threatening to file such a charge before that time may be considered evidence of retaliation.

E. Sexual Harassment and Conflicts of Interest Arising from Amorous Relationships.

1. Introduction

Occasionally amorous relationships develop between faculty members or staff and students or between college employees. “Amorous relationships” means relationships in which the parties are not married to each other, but overtly demonstrate a strong, mutual, physical and/or romantic attraction. Because such relationships may be exploitative or otherwise violate standards of professional conduct, lead to sexual harassment claims and result in conflicts of interest, the colleges strongly discourage all amorous relationships between faculty and students and between supervisors and subordinates. (Note: If students are employees, faculty members may be their supervisors. Faculty members may also have responsibilities to one another that are supervisory in nature, as when tenured faculty members evaluate a candidate for promotion.) However, because the college also respects faculty members’, employees’, and students’ individual choices and privacy, it has chosen not to prohibit genuinely consensual, non-exploitative amorous relationships.\(^1\) Nevertheless, the following policies must be carefully observed to protect the integrity and credibility of institutional decisions and avoid, to the extent possible, the misunderstandings and other conduct that often lead to sexual harassment claims.

First, faculty and supervisors are cautioned that an apparently consensual

\(^1\) Under certain circumstances, consensual amorous relationships with students and subordinates may violate the standards of professional conduct published in section IV of the State Colleges in Colorado Handbook for Professional Personnel which prohibits exploitation of students, colleagues and staff, and requires professionals to adhere to their proper roles as intellectual guides and counselors and demonstrate respect for students as individuals. Nothing in this policy excuses or condones any amorous relationship that violates these standards of professional conduct.
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relationship with a student or a subordinate may constitute sexual harassment if
the student’s or subordinate’s consent is in fact coerced by the faculty
member’s or supervisor’s power to advance or hinder the student’s or
subordinate’s academic or employment opportunities. For example, a student
who is subject to a faculty member’s evaluative or decision-making authority
may reasonably fear retaliation if he or she rejects the faculty member’s
amorous advances. The same is true of supervisors and their subordinates. In
each case, it is questionable whether the student’s or subordinate’s consent to
an ensuing amorous relationship is genuinely voluntary. If the student’s or
subordinate’s consent is not really voluntary, the ostensibly consensual
relationship may mask *quid pro quo* and/or hostile environment sexual
harassment. Moreover, if one party attempts to end an amorous relationship,
threats, retaliation, or continuing sexual advances by the other party frequently
constitute *quid pro quo* and/or hostile environment sexual harassment. Sexual
harassment occurring during or in the aftermath of an amorous relationship is
strictly prohibited by this policy. Faculty members and supervisors who become
involved in amorous relationships therefore have a paramount professional
responsibility to ensure that the other party has genuinely consented to the
relationship and to refrain from harassing conduct if or when the other party
attempts to end the relationship.

Moreover, because professional standards of integrity and objectivity are an
essential part of the educational enterprise, college faculty and staff are
expected to uphold these standards in their relationships with one another and
with students. The existence of an amorous relationship between a faculty
member and a student or between a supervisor and a subordinate may actually
or apparently conflict with the faculty member’s or supervisor’s responsibility to
evaluate the student or subordinate professionally and objectively. Such
conflicts seriously undermine the credibility and effectiveness of the college as a
place to work and study. In addition, granting educational or employment
opportunities or benefits to someone with whom a faculty member or supervisor
has an amorous relationship, consensual or not, may constitute impermissible
sex discrimination against other qualified individuals to whom the opportunities
or benefits are denied. Therefore, actual or apparent conflicts of interest arising
from amorous relationships between faculty members and students and
supervisors and employees are unacceptable and will not be tolerated by the
colleges.
XIX. POLICIES CONCERNING SEXUAL HARASSMENT AND AMOROUS RELATIONSHIPS – Continued

2. **Conflicts of Interest are Prohibited**

No member of the college faculty or staff shall exercise direct evaluative or decision-making authority over a person who has rejected his or her sexual advances as unwelcome, or with whom he or she is actively involved in an amorous relationship. The following steps must be taken in the event that a faculty member or employee has had his or her sexual advances rejected as unwelcome by, or is actively involved in an amorous relationship with, a student or another employee:

a. **Amorous relationships between faculty and students where there is a direct evaluative relationship**

A faculty member whose sexual advances have been rejected as unwelcome by, or who becomes involved in an amorous relationship with, a student who is enrolled in a course being taught by the faculty member, or a student whose academic career is subject to the faculty member’s supervisory or decision-making authority, must make arrangements for the student to transfer to another section of the course, or to be transferred to another faculty member, or to the next higher level of administration for supervision or decision-making. If such transfers are not possible, the faculty member shall notify the next level of administration, which will arrange for close supervision of the faculty member’s evaluation of, or decisions concerning, the student.

b. **Amorous relationships between a faculty member and a student majoring in the faculty member’s field**

Amorous relationships between faculty members and students who are majors in the faculty member’s field may not involve an immediate and direct conflict of interest or an appearance of impropriety. However, in the event that a faculty member whose sexual advances have been rejected as unwelcome, or who has become involved in such a relationship with a student majoring in the faculty member’s field is placed in a position in which his or her decisions or actions may affect the student’s academic career, the faculty member shall refrain from participation in such decisions or actions.
c. **Amorous relationships between supervisors and subordinate employees**

A supervisor whose sexual advances have been rejected as unwelcome by, or who becomes involved in an amorous relationship with a subordinate under his or her direct supervision must make arrangements to avoid exercising evaluative or decision-making authority over the employee. These arrangements may include transfer of either the supervisor or the employee to another supervisor or another unit. If such a transfer is not possible, the supervisor shall notify the Vice President who oversees the administrative unit and the evaluation of the subordinate will be performed by an administrator assigned by the Vice President, or by the President if the Vice President has a conflict of interest.

d. **Amorous relationships between college co-workers**

Amorous relationships between co-workers may not involve an immediate and direct conflict of interest or appearance of impropriety. However, each employee must refrain from participating in institutional decisions that affect the other’s career. (This section shall not be construed to prohibit filing a complaint under any complaint or grievance procedure).

3. **Complaints concerning violations of this section E.**

Complaints that a faculty member or other college employee violated this section E shall be investigated by the Equal Opportunity Director or similar official designated by and reporting to the College President. The Equal Opportunity Director or presidential designee will forward his or her findings and recommendations to the Dean or immediate supervisor of the employee. If the Dean or supervisor finds that disciplinary or corrective action is justified, he or she shall take action under the appropriate procedures. The full range of penalties may be applied for violations, up to and including termination.

F. **Obligation to Report**

Senior college officials cannot take appropriate corrective action unless they are aware of incidents of sexual harassment or retaliation. Therefore, each college strongly urges anyone who believes she/he has experienced or witnessed sexual harassment or retaliation to promptly report the incident(s) to the Equal
XIX. POLICIES CONCERNING SEXUAL HARASSMENT AND AMOROUS RELATIONSHIPS – Continued

Opportunity Office. This policy’s provisions prohibiting retaliation against individuals who report sexual harassment or retaliation will be vigorously enforced to encourage reporting.

In addition, any employee in a supervisory position (including a chair or program director), and any faculty member, who observes what he or she reasonably believes to be sexual harassment or retaliation, or who receives a written or oral complaint making allegations of sexual harassment or retaliation, has an obligation to report the information to the Equal Opportunity Director. The Director will consult with the appropriate administrator and assure that such reports are promptly investigated.

Employees are not required to report unattributed rumors. However, a reasonable belief that sexual harassment or retaliation has occurred may be based on any credible evidence, and an employee who is obliged to report need not conduct an investigation. This policy seeks to give each college an opportunity to intervene whenever it appears the conduct of a student or employee is unwelcome or offensive, but before the conduct is so severe and pervasive that it alters the working or learning environment.

An employee who is required by the employee’s profession and specific institutional responsibilities to keep certain communications confidential (e.g., an attorney or a professional counselor) is not obligated to report confidential communications received while performing those responsibilities. However, because of their reporting obligation, faculty members and administrators should not promise to keep confidential those conversations with students or other faculty and employees that involve sexual harassment complaints or information relevant to what they reasonably believe to be incidents of sexual harassment or retaliation.

G. The College’s Obligation and Right to Pursue Complaints

The college must respond to reports or allegations of sexual harassment and retaliation. In certain situations (e.g., when multiple complaints are brought against the same individual over a period of time), the college may exercise its right to investigate alleged sexual harassment or retaliation even if the victim of the conduct is reluctant to pursue the allegations or believes that the matter has been satisfactorily resolved.
H. Complaints By and Against College Employees and Students Arising in an Affiliated Entity

Affiliation agreements between the college and other entities at which college employees work or study (including entities that accept student interns) must contain provisions that prohibit sexual harassment and that provide for the prompt resolution of sexual harassment and retaliation complaints made by or against college employees or students.

I. Confidentiality

The Colorado Public Records Act requires that records of sexual harassment complaints and investigations, and other personnel records of an intimate, sensitive personal nature be withheld from the general public. Student records must also be kept confidential under the Federal Educational Rights and Privacy Act. The State Colleges believe that these laws protect reports, complaints, and recommendations received under this policy, and will advocate that position vigorously if necessary.
APPENDIX I

NOTICE OF GRIEVANCE

Name:          Date:

Department/Division:

College:

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

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

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

Respondent (if any):

Remedy sought:

_____________________________ ______________________________
Signature of grievant(s)     Printed or typed name of grievant(s)

This grievance was filed on _____________________________.

date

_____________________________ ______________________________
Signature of person receiving Notice of Grievance     Printed or typed name of person receiving Notice of Grievance

This form is to be submitted in duplicate:

1.     Grievant

2.     Step I Administrator
APPENDIX II

Summary of Time Limits or the Handling of Grievances
Other Than Dismissal, Nonrenewal, Suspension, and Affirmative Action (Section XIV)

Situation or Event Leading to Complaint or Grievance and Informal Process.................................................................30 days

Step I: Review by Step I Administrator.................................................10 days
..............................................................................................................5 days

Step II: Review by President or Designee..............................................5 days
..............................................................................................................10 days

Step III: Review by Hearing Officer ..................................................As soon as possible

Board of Trustees ..................................................................................15 days