

**ADAMS STATE UNIVERSITY**

**FACULTY HANDBOOK**



Alamosa, CO 81102

*Adopted June 9, 2006*

*Amended December 15, 2006 (technical amendments)*

*Amended February 27, 2007*

*Amended May 4, 2007*

*Amended October 4, 2007*

*Amended August 29, 2008*

*Amended May 8, 2009*

*Amended August 27, 2010 (including technical amendments)*

*Amended August 22, 2013 (including technical amendments)*

## Table of Contents

<b>PREFACE</b>	<b>Page 3</b>
<b>I. ROLE AND MISSION STATEMENT</b>	<b>Page 5</b>
<b>II. FACULTY ETHICS STATEMENT AND STANDARDS OF PROFESSIONAL CONDUCT</b>	<b>Page 6</b>
<b>III. ACADEMIC FREEDOM</b>	<b>Page 9</b>
<b>IV. EVALUATION OF FACULTY</b>	<b>Page 10</b>
<b>V. RETENTION OF FACULTY</b>	<b>Page 27</b>
<b>VI. FACULTY RANK</b>	<b>Page 35</b>
<b>VII. FACULTY EMPLOYMENT CONTRACTS, EMPLOYMENT STATUS, AND TENURE PROCESS</b>	<b>Page 48</b>
<b>VIII. DISCIPLINARY ACTIONS AND PROCEDURES</b>	<b>Page 66</b>
<b>IX. TERMINATION OF FACULTY AND REVIEW OF APPEALABLE DISCIPLINARY SANCTIONS</b>	<b>Page 73</b>
<b>X. LEAVES OF ABSENCE</b>	<b>Page 82</b>
<b>XI. GRIEVANCE AND COMPLAINT PROCEDURE</b>	<b>Page 102</b>
<b>APPENDICES</b>	<b>Page 107</b>
<b>Section One: Generally Applicable Policies Appendix</b>	<b>Page 108</b>
<b>Section Two: Forms Appendix</b>	<b>Page 136</b>

## PREFACE

The administration and faculty of Adams State University are committed to a shared responsibility for institutional governance. The Faculty Senate and subordinate faculty committees and the appropriate administrative office(s) shall be jointly responsible for addressing issues and formulating policies relating to institutional governance. To this end, faculty members are expected to participate, voluntarily or by appointment, in appropriate governance activities and committee endeavors. The Adams State University Faculty Handbook (the "**Handbook**") sets forth policies and procedures applicable to faculty employed by the University. The **Handbook** applies to all faculty, defined as employees whose primary responsibility is to provide academic instruction to students of the University. Faculty does not include employees who are counselors, librarians, student service personnel, or other administrative personnel. Faculty may be tenured or probationary (hereafter "Regular") or Temporary depending on the type of appointment. *See* definition of Faculty in Section VII.B.1.

The **Handbook** supplements the policies and procedures in the Adams State University Trustee Policy Manual ("Trustees' Policy Manual"). This **Handbook** is a major revision of the former ASC Institutional Handbook for Professional Personnel and the State Colleges in Colorado Handbook for Professional Personnel and was necessitated by the 2003 dissolution of the State Colleges in Colorado system. This **Handbook**, as amended periodically, shall supersede the portions of the ASC Institutional Handbook for Professional Personnel and the State Colleges in Colorado Handbook for Professional Personnel specifically applicable to Faculty only, but shall not be interpreted to deprive any faculty member of tenure or academic rank acquired previously.

The Board of Trustees of Adams State University ("Board" or "Trustees") reserve the right to amend this **Handbook** at any time in accordance with the procedures summarized in the next paragraph. **Faculty to whom this Handbook applies have no expectation that these policies will not be amended, nor shall they have or be construed to have any contractual rights arising from or based on any policies or procedures published herein.** Any policy or procedure in this **Handbook** which conflicts with the Trustee Policy Manual as currently in effect or as amended, or with any subsequently adopted Trustee policy, or with any present or future state or federal rule, regulation or law shall be superseded by the conflicting provision of policy or procedure, regulation or law.

Substantive amendments to the **Handbook** may originate with the Trustees, Trustee Committees, Adams State University Faculty Senate, or the President's Executive Council. Requests for Board consideration of proposed amendments should be provided to the Board Chair no later than 15 days prior to the next regularly scheduled Board meeting, with a copy to the President and the Faculty Senate President. Amendments shall be considered at two Board meetings prior to calling a vote on the proposed amendment. Any proposed amendment is subject to modification by the Trustees. Amendments are immediately effective upon adoption by the Trustees unless otherwise indicated. Technical amendments, including but not limited to changes to the names or

titles used to identify offices, administrators or Faculty may be adopted by the Board at any properly noticed Board meeting.

All **Handbook** time limits, calendars and deadlines requiring action by an affected Faculty member are mandatory but may be extended by the President for good cause. Time limits, calendars and deadlines for administrative actions are directory. Deviations from these time limits, calendars and deadlines do not invalidate the administrative action or give rise to any right of the affected faculty member to a particular result or to challenge, appeal, or grieve the action in question. In describing time limits, calendars and deadlines, "day" and "calendar day" mean any day of the year. "Working day" means a day on which the University holds regular class sessions or exams, and excludes Saturdays, Sundays, and University holidays. It includes summer session, even if a Faculty member is not employed during the summer, and periods of annual or other leave requested by the Faculty member.

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

## **BRIEF HISTORY OF ADAMS STATE UNIVERSITY**

Adams State University was established by the Colorado General Assembly in 1921 as the State Normal School at Alamosa. The first appropriation for a building was made in 1923 and the University was renamed the Adams State Normal School in honor of State Senator and later Governor William H. Adams. The school opened its doors on June 15, 1925, offering a four-year curriculum leading to a Bachelor of Arts degree and a Life Certificate to teach in the public schools of Colorado. In 1945, the General Assembly again changed the school's name, this time to Adams State College in recognition of its role in fields other than teacher education. In 1977, legislation was enacted incorporating Adams State College in a statewide Consortium of State Colleges, which, by 1980, comprised four state colleges governed by the Trustees of the State Colleges in Colorado. In 1988, the Consortium was renamed the State Colleges in Colorado. In 2003, the State Colleges in Colorado were broken up into independent State Colleges, each with its own governing Board of Trustees, which are coordinated by the Colorado Commission on Higher Education. In 2012, legislation was enacted changing the name of Adams State College to Adams State University.

## **I. ROLE AND MISSION STATEMENT**

### **Statutory Statement: Section 23-51-101, Colorado Revised Statutes: University Established - Role and Mission**

There is hereby established a college at Alamosa, to be known as Adams State University, which shall be a general baccalaureate institution with moderately selective admission standards. Adams State University shall offer undergraduate liberal arts and sciences, teacher preparation, and business degree programs, a limited number of graduate level programs, and two-year transfer programs with a community college role and mission. Adams State University shall receive resident credit for two-year course offerings in its commission-approved service area. Adams State University has a significant responsibility to provide access to teacher education in rural Colorado. Adams State University shall also serve as a regional education provider. In addition, Adams State University shall offer programs, when feasible, that preserve and promote the unique history and culture of the region.

### **ADAMS STATE UNIVERSITY MISSION STATEMENT**

The mission of Adams State University is to educate, serve, and inspire our diverse populations in the pursuit of their lifelong dreams and ambitions.

### **ADAMS STATE UNIVERSITY VISION STATEMENT**

Our vision is to become the university community of choice for diverse and historically underserved groups and all who value quality education and inclusivity.

### **ADAMS STATE UNIVERSITY VALUE STATEMENT**

We value:

- Opportunity and access for all.
- Excellence in teaching and learning.
- Growth through inclusion of diverse cultures and ideas.
- A learning and civic community of trust, respect, and civility.
- Caring and personal relationships.
- Innovation, integrity, and ethical leadership.
- Responsible stewardship.

Faculty members are expected to be familiar with the ASU Mission, Vision and Value Statements and to use them as a guide in curriculum and course development as appropriate.

## **II. FACULTY ETHICS STATEMENT AND STANDARDS OF PROFESSIONAL CONDUCT**

### **A. Ethics Statement.**

Faculty, guided by a deep conviction of the worth and dignity of the advancement of knowledge, must recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it.

### **B. Standards of Professional Conduct.**

**1. Academic responsibilities.** Faculty shall fulfill the following academic responsibilities:

- a.** Devote their energies to developing and improving their scholarly competence.
- b.** Exercise critical self-discipline and judgment in using, extending, and transmitting knowledge.
- c.** Practice intellectual honesty.

Although Faculty may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

**2. Responsibilities to Students.** Faculty shall fulfill the following responsibilities to students:

- a.** Encourage the free pursuit of learning in their students.
- b.** Hold before them the best scholarly and ethical standards of their discipline.
- c.** Demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors.
- d.** Make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect the student's true merit.
- e.** Respect the confidential nature of the relationship between professor and student.
- f.** Avoid any exploitation, harassment, or discriminatory treatment of students.
- g.** Acknowledge significant academic or scholarly assistance from them.
- h.** Protect their academic freedom.

**3. Responsibilities to Colleagues.** Faculty shall fulfill the following responsibilities to colleagues that derive from common membership in the community of scholars:

- a.** Not discriminate against or harass colleagues.
- b.** Respect and defend the free inquiry of colleagues.
- c.** In the exchange of criticism and ideas, show due respect for the opinions of others.

- d.** Acknowledge academic debt and strive to be objective in their professional judgment of colleagues.
  - e.** Accept their share of Faculty responsibilities for the governance of their institution.
- 4.** Responsibilities to the University. As members of an academic institution and employees of a state-supported institution of higher education, Faculty shall fulfill the following responsibilities to the University:

- a.** Seek above all to be effective teachers and scholars.
- b.** Observe University policies and administrative directives and local, state and federal laws and regulations. Although Faculty have the right to criticize and seek changes to directives, policies, laws and regulations, they have a corresponding obligation to comply with these responsibilities unless and until they are changed by the implementing authority.
- c.** Give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, Faculty should recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
- d.** Meet classes as scheduled
- e.** Maintain office hours as stipulated by the Vice President for Academic Affairs' Office.
- f.** Carry out student advisement responsibilities
- g.** Keep appropriate records required by the University and Academic Department
- h.** Give students written course requirements and grading criteria (including instructor policy on absences) within the first week of class
- i.** Secure prior approval from the Department Chair of planned absences from scheduled classes, commencement ceremonies, or other campus commitments and provide prompt notice to Department Chair of emergency absences
- j.** Participate in Associated Students and Faculty (AS&F). All Faculty members of Adams State University automatically belong to the Associated Students and Faculty (AS&F). AS&F membership entitles personnel and their families to attend many campus activities without cost. The Office of Business and Finance withholds AS&F dues from pay

**5.** Responsibilities to the Community. As members of their community, Faculty have the rights and obligations of other citizens, but should measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, Faculty shall avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, Faculty have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

**C. Statutory Oath or Affirmation for Faculty Required by §22-61-104, C.R.S.**

1. The oath or affirmation shall be administered to Faculty, regardless of the length of the employment period, before entering upon or continuing the discharge of his or her teaching duties. This shall be construed to include all ranked and unranked Faculty, graduate assistants, and any other persons engaged in teaching, whether on campus, extension, or correspondence, and whether for credit or non-credit, except that non-tenure-track Faculty employed to teach in a temporary capacity who are citizens of a nation other than the United States shall not be required to take such oath or affirmation.
2. The oath or affirmation shall be in writing. Only one copy of the form is required and that copy shall be retained by the University as part of the employee's personnel file. It needs to be administered only once. The one copy on file shall be good indefinitely (or until such time as the law is changed).
3. The oath or affirmation shall be administered by any person authorized to administer oaths in the State of Colorado. This includes state court judges, court clerks and notaries public.
4. Content of Oath or Affirmation. The required content of the oath or affirmation is as follows:

**FACULTY OATH OR AFFIRMATION**

State of Colorado  
County of Alamosa

I solemnly (swear)(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 \_\_\_\_\_, 20\_\_.  
My commission expires \_\_\_\_\_ (Date)

**D. Violation of Standards of Professional Conduct.** Faculty who violate Standards of Professional Conduct may be subject to disciplinary action up to and including dismissal.

### **III. ACADEMIC FREEDOM**

The Trustees endorse the principles of academic freedom, including:

- Faculty's full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- Faculty's freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching matter that has no relation to their subject.

Faculty are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

## **IV. EVALUATION OF FACULTY**

### **A. Philosophy and Goals**

This policy governs the performance evaluation process for Faculty. Performance evaluations are intended to provide specific feedback that will promote professional growth and enable Faculty to better meet the performance expectations of the University.

1. The performance evaluation system at Adams State University is intended to promote the following institutional goals for Faculty:

- a. To increase teaching effectiveness.
- b. To encourage appropriate scholarly/creative activity.
- c. To encourage university and professionally relevant community service.

2. Performance evaluations are also intended to provide the basis for decisions including, but not limited to, retention, tenure, promotion, sabbatical leaves, and dismissal for cause. The performance evaluation cycle will be based on the academic year.

### **B. Performance Standards**

All Faculty members holding the rank of assistant professor or above<sup>1</sup> will be evaluated annually, based on the academic year. Evaluations of courses taught in the summer will be included with evaluations of courses taught in the preceding academic year. Faculty who begin teaching in the spring semester will be evaluated along with other Faculty during the following academic year. The performance standards for each category are outlined in this section. Annual performance evaluations of Faculty are based on the following:

- Teaching
- Scholarly or Creative Activity
- Service

The evaluation / evidence folder may be in the form of “hard copies” in a binder or portfolio, or may be in the form of a CD or DVD or other portable data storage devices, or may be a hybrid of hard copy and electronic formats, as negotiated by the faculty member and the department chair.

---

<sup>1</sup> Instructors are not normally evaluated under the processes described in this section, although students may rate their classes and their teaching may be observed by a department chair or designee and an informal evaluation made. However, at the discretion of the head of the program area and in consultation with the Director of the Office of Human Resources and the hiring authority, instructors may be evaluated according to terms set forth in a memorandum of understanding that is part of the annual contract. This is done normally only in the instance that the program area and hiring authority are considering the possibility that an instructor may apply for the rank of Assistant Professor (See Section VI. D.1.c.).

On occasion other specific, approved activities might constitute a significant component of the Faculty member's assigned load. Examples include, but are not limited to, such assignments as program coordinators, grant directors, grant writers, gallery directors.

Performance in teaching will be given the most weight in the evaluation process. While teaching is the top priority for all Faculty members at Adams State University, Faculty members will have the opportunity to state in their Professional Performance Plan that they intend to make either scholarly/creative activity or service a priority for the following evaluation year. While designation of priority to one area is not intended to exclude the other as a category for evaluation, the designated category will be given more weight in the overall evaluation. However, Faculty members are expected to perform at a satisfactory level in all areas of evaluation every evaluation year, even when one area has been designated a priority.

Teamwork is expected of all Faculty members and will be evaluated. The expectation of teamwork means specifically that Faculty members are responsible for discharging their duties civilly, constructively and in an informed manner. They must treat their colleagues, staff, students, and visitors with respect, and they must comport themselves at all times, even when expressing disagreement or engaging in pedagogical exercises, in ways that will preserve and strengthen the willingness to cooperate and to give or accept instruction, guidance or assistance. Faculty members are expected to appropriately resolve interpersonal conflicts that arise during their professional activities.

Specific criteria for evaluating teamwork are included in Appendix, Section Two, Form B (Evaluation of Faculty by Department Chair) and Appendix, Section Two, Form C (Evaluation of Department Chair by Vice President for Academic Affairs). Faculty members may, but are not required to, provide evidence of teamwork. However, any documented evidence of a lack of teamwork shall be added to the Faculty member's evidence folder and considered when evaluating the faculty member in the category of Teaching.

In order to provide specific feedback on performance in each category that is clearly indicative of areas of strength and weakness, and to enable the evaluation process to be a formative rather than punitive action, four terms of measurement will be used. The four terms will identify varying degrees of performance within each category. The terms of measurement are:

- Exemplary - Performance significantly exceeds the University's expectations for retention, tenure, and promotion.
- Meritorious - Performance exceeds the University's expectations for retention and meets the expectations for tenure and promotion.
- Satisfactory - Performance meets the University's expectations for retention of probationary faculty, but may not be sufficient for tenure and promotion.
- Needs Improvement - Performance does not meet the University's expectations for retention, tenure, and promotion.

## **1. Teaching Performance Standards**

Adams State University's main goal is to deliver undergraduate and graduate programs in a manner that emphasizes effective teaching. The performance standards for teaching and criteria for evaluation listed below are expected of all Faculty members at Adams State University. Faculty members will:

- a. Offer consistently challenging courses comprised of content current to the discipline.
- b. Demonstrate integrity in evaluating student performance.
- c. Align their individual course syllabi with Institutional Syllabi, program goals, learning outcomes and assessment practices.
- d. Develop and implement plans to review their instructional effectiveness on a regular basis and make adjustments when necessary.
- e. Incorporate scholarly and creative activity or findings into their teaching as appropriate.
- f. Be available regularly for out-of-class consultation with students.
- g. Make use of technology as appropriate to the discipline.
- h. Incorporate written and oral communication skills into their classes as appropriate to the discipline.
- i. Ensure academic integrity in their classes.

## **2. Scholarly / Creative Activity**

Adams State University expects Faculty members to engage in scholarly/creative activity and bases evaluation of this component of Faculty performance on the presumption that scholarly/creative activity may occur in a variety of settings. The recognition and importance of different forms of presenting scholarship or creative activity will vary depending on the discipline, and the individual Faculty member's assignment.

Performance standards for scholarly/creative activity are exemplified by, but not limited to, those described below:

- a. Publication of, editing, or reviewing the results of research, scholarship, and creative endeavor in scholarly journals, books, textbooks, professional books, abstracts, book reviews.
- b. Publication of, editing, or reviewing poems, novels, plays, musical compositions.
- c. Exhibition of works of art.
- d. Musical performance.
- e. Delivery of lectures, papers, speeches, or presentations at other colleges, universities, professional meetings, conventions, and conferences.
- f. Application of existing technologies in a creative manner.
- g. Application for patents on inventions.
- h. Application for research or development grants.
- i. Presentations of original works to colleagues or the campus community.
- j. Collaboration in, and presentation of, research projects conducted jointly with other professionals.

### **3. Professional Service to the University & Community**

Adams State University's expectations regarding professional service follow a long tradition in academia where Faculty members take responsibility to contribute their expertise and service to society. Performance standards for service are based on three aspects of service:

- Service to the department or University
- Service to the profession or discipline
- Service to P-12 education, the community, state, region, nation, or international community

The needs of the institution and the expertise of Faculty members may require that a Faculty member concentrate efforts in one service area more than others. Examples for each service area include, but are not limited to, the following:

#### **a. Service to the Department or University**

- i.* Significant work for departmental and University committees.
- ii.* Significant responsibilities relating to academic or support services of the University.
- iii.* Contributions to the development of library and learning resources.
- iv.* Institutional studies or reports such as those required by accrediting organizations.
- v.* Coordination, advisement and supervision of student organizations or student activities.
- vi.* Conducting academic advising sessions with students to ensure that a program is undertaken in a logical sequence and enables graduation in a timely manner.
- vii.* Participation in institutionally sponsored student support activities.

#### **b. Service to the Discipline or Profession**

- i.* Significant contributions as an officer of local, regional, national or international professional associations.
- ii.* Organizing special projects, including academic institutes or workshops related to the discipline.

#### **c. Service to P-12 Education, the Community, State & Region**

- i.* Discipline-related service to P-12 education, the community, state, and region.
- ii.* Organizing or delivering on-campus programs for P-12 students and educators.

- iii.* Organizing or delivering off-campus programs and workshops for P-12 students and educators.
- iv.* Supervision of student teachers within the Faculty member's content area if outside of the Teacher Education department.
- v.* Consultation related to the Faculty member's discipline.
- vi.* Service as the designated representative of the University.
- vii.* Professional practice involving the exercise of independent professional judgment.

## **C. Evaluation Procedures & Criteria**

### **1. Evaluation Standards for Probationary Faculty**

Evaluation of probationary Faculty will take the form of constructive feedback with the intent of acting as a formative guide to assist the individual in reaching the desired performance goals. To this end the annual evaluation will identify areas for improvement and possible solutions. The probationary Faculty member will provide evidence of their performance in each of the three evaluation categories. Probationary Faculty will submit their evidence folder to the Department Chair. In the instance that a Department Chair is also a probationary Faculty member, they will submit their evaluation folders to the Vice President for Academic Affairs.

#### **a. Supporting Evidence Required in Teaching**

In order to provide the evaluator with a complete, multi-dimensional basis for evaluation of the Faculty member's teaching effectiveness and their performance in each class the Faculty member must submit an evidence folder containing the following:

- i.* A brief self-evaluation of teaching that identifies the following:
  - (a)** Teaching accomplishments / strengths
  - (b)** Areas for improvement
- ii.* Syllabi from all courses taught during the evaluation period.
- iii.* Student/Course evaluations from all courses during the evaluation period.
- iv.* Copies of all classroom evaluations.
- v.* Department Chair evaluations.
- vi.* Annual Retention Summary Reports (for P2-P5 Faculty). See Section V.A.2.h. for a description.
- vii.* Grade Distribution or Course GPA for all classes.
- viii.* A teaching portfolio that contains materials from, but not limited to, those listed below, and that are relevant to the discipline:
  - (a)** Examples of assignments
  - (b)** Examples of tests & exams
  - (c)** Examples of student work in the discipline (with permission from the student)

(d) Examples of student writing (with permission from the student)

(e) Examples of class presentations (with permission from the student)

### **b. Supporting Evidence Required in Scholarly / Creative Activity**

A brief self-evaluation of scholarly/creative activity that identifies the following:

- i.* Accomplishments in scholarly/creative activity.
- ii.* Areas for improvement.

### **c. Supporting Evidence Required in Service**

A brief self-evaluation of service to the department, university and community that identifies the following:

- i.* Accomplishments in the area of service.
- ii.* Areas for improvement.

### **d. The Professional Performance Plan**

The self-evaluation component of the annual evidence folder will include a Professional Performance Plan that addresses plans for the following components:

- i.* Improvement in areas for development and growth.
- ii.* Teaching/effectiveness in promoting student learning.
- iii.* Research and/or scholarly/creative activity.
- iv.* Public service contributions to the institution and community.
- v.* Other activities, as appropriate to his/her academic discipline and/or professional assignments (e.g., linkages with the P-12 educational system, business-industry, social service agencies, or art studios).
- vi.* Activities and performance in light of department/program goals and priorities, which are reflective of Trustee and institutional goals and priorities.
- vii.* Service or scholarly/creative activity as a priority in the coming year.

## **2. Evaluation Standards for Tenured Faculty**

Evaluation of tenured Faculty will occur annually, using the same standards as those applied to probationary Faculty members. Tenured Faculty will submit their evidence folder to the Department Chair. In recognition of appointment as a tenured Faculty member and a proven record of effective teaching, scholarship, and service, the evidence folder for tenured Faculty will be an abbreviated version, and will contain the following:

**a. Supporting Evidence Required in Teaching**

- i.* A brief self-evaluation of teaching that identifies the following:
  - (a) Teaching accomplishments / strengths
  - (b) Areas for improvement
- ii.* Department Chairs evaluating tenured Faculty members will make use of the Faculty member's course evaluations and course syllabi.
- iii.* The Faculty member is required to supply upon request any additional evidence of effective teaching from those requirements listed for probationary Faculty.

**b. Supporting Evidence Required in Scholarly / Creative Activity**

- i.* A brief self-evaluation of scholarly/creative activity that identifies the following:
  - (a) Accomplishments in scholarly/creative activity
  - (b) Areas for improvement

**c. Supporting Evidence Required in Service**

- i.* A brief self-evaluation of service to the department, university and community that identifies the following:
  - (a) Accomplishments in the area of service
  - (b) Areas for improvement

**d. The Professional Performance Plan**

The self-evaluation component of the annual evidence folder will include a Professional Performance Plan that addresses plans for the following components:

- i.* Improvement in areas for development and growth.
- ii.* Teaching/effectiveness in promoting student learning
- iii.* Research and/or scholarly/creative activity
- iv.* Public service contributions to the institution and community
- v.* Other activities, as appropriate to his/her academic discipline and/or professional assignments (e.g., linkages with the P-12 educational system, business-industry, social service agencies, or art studios)
- vi.* Activities and performance in light of department/program goals and priorities, which are reflective of Trustee and institutional goals and priorities
- vii.* Service or scholarly/creative activity as a priority in the coming year

### **3. Evaluation Standards for Department Chairs**

Department Chairs will be evaluated on their performance as Faculty members and as administrators by the Vice President for Academic Affairs (Appendix, Section Two, Form C). Faculty members in each department will evaluate their Department Chair as administrators using the rating form in Appendix, Section Two, Form D. Faculty participation is expected. The rating forms will be sent to the Vice President for Academic Affairs.

The Vice President for Academic Affairs will evaluate Department Chairs based on both the evidence outlined below and Faculty ratings of the Department Chair. Department Chairs will submit their evidence folders to the Vice President for Academic Affairs. It will contain the following:

#### **a. Supporting Evidence Required in Teaching**

- i.* A brief self-evaluation of teaching that identifies the following:
  - (a) Teaching accomplishments/strengths
  - (b) Areas for improvement

#### **b. Supporting Evidence Required in Scholarly / Creative Activity**

- i.* A brief self-evaluation of scholarly/creative activity that identifies the following:
  - (a) Accomplishments in scholarly/creative activity
  - (b) Areas for improvement

#### **c. Supporting Evidence Required in Service**

- i.* A brief self-evaluation of service to the department, university and community that identifies the following:
  - (a) Accomplishments in the area of service
  - (b) Areas for improvement

#### **d. Supporting Evidence Required in Administration**

- i.* A brief self-evaluation that identifies the following:
  - (a) Status of proposed Chair goals (successes & challenges)
  - (b) Status of proposed Department goals (successes & challenges)
  - (c) Areas for improvement
- ii.* The Vice President for Academic Affairs will make use of evidence in the following areas:
  - (a) Leadership
  - (b) Management Skills
    - Human Resources
    - Budget

- Administration
- Schedule
- Student Services
- (c) Program Development
  - Searches
- (d) Curriculum
- (e) Public Relations & Recruitment

### **e. The Professional Performance Plan**

The self-evaluation component of the annual evaluation folder will include a Professional Performance Plan that addresses plans for the following components:

- i.* Improvement in areas for development and growth
- ii.* Teaching/effectiveness in promoting student learning
- iii.* Research and/or scholarly/creative activity
- iv.* Public service contributions to the institution and community
- v.* Other activities, as appropriate to his/her academic discipline and/or professional assignments (e.g., linkages with the P-12 educational system, business-industry, social service agencies, or art studios)
- vi.* Activities and performance in light of department/program goals and priorities, which are reflective of Trustee and institutional goals and priorities
- vii.* Service or scholarly/creative activity as a priority in the coming year
- viii.* Administrative goals for the future:
  - (a) Chair goals for the future (opportunities & challenges)
  - (b) Department goals for the future (opportunities & challenges)

A Department Chair is expected to implement his or her performance plan. Progress toward achieving the goals and objectives established by the performance plan will be assessed annually based on the annual evidence folder.

### **D. Post-Tenure Review of Tenured Faculty**

Commensurate with the rights and privileges of tenure, the University expects that tenured Faculty shall consistently demonstrate a high degree of professional performance<sup>2</sup>. Should a tenured faculty member receive more than one Needs Improvement in one or more of the three areas of Teaching, Scholarly/Creative Activity, and Service in any five year period or receive an overall evaluation of Needs Improvement in any annual evaluation then he or she shall undergo the Post-Tenure Review process as outlined below.

---

<sup>2</sup> A consistent pattern of meritorious or exemplary in the overall evaluations and in the subcategories of Teaching, Scholarly/Creative Activity, and Service.

## **1. Procedure for Post-Tenure Review**

**a.** The Vice President for Academic Affairs convenes the Post-Tenure Review Committee (“PTRC”), which consists of all tenured Faculty members from the department excluding the Faculty member under review. If there are not five tenured Faculty members in the department, the Vice President for Academic Affairs (in consultation with the Department Chair, unless the Department Chair is the Faculty member under review) will select the remaining members from among the tenured Faculty, so that there are five tenured Faculty members on the committee. The Vice President for Academic Affairs chairs the PTRC.

**b.** The committee will have access to the Faculty member's evidence folder and may request additional information including that from previous evaluation years. The committee submits a written report of its findings to the Vice President for Academic Affairs. The report will include a recommendation (based upon a simple majority vote of the committee’s members) to sustain the evaluation of Needs Improvement or change it to Satisfactory or higher. The Vice President for Academic Affairs will review the evidence folder, the evaluation, and the committee’s report, and render a final decision about the evaluation. If the Vice President for Academic Affairs recommends sustaining the evaluation of Needs Improvement, the Post-Tenure Review process continues. If the Vice President for Academic Affairs recommends changing the evaluation to Satisfactory or higher, a memorandum indicating the change will be attached to the faculty member’s evaluation, and the Post-Tenure Review process will cease. In either case, the Vice President for Academic Affairs will notify all parties of the decision.

**c.** The PTRC, in consultation with the Faculty member under review, develops a Post-Tenure Performance Improvement Plan (“Post-Tenure PIP”), which identifies the areas needing improvement and offers suggestions and, where applicable, institutional assistance that may lead to improved performance. The Post-Tenure Performance Improvement Plan must be restricted to the area(s) in which the Faculty member received a Needs Improvement during the Comprehensive Evaluation, and must be approved by majority vote of the PTRC. The Vice President for Academic Affairs, in consultation with the PTRC and the Faculty member, may modify and must approve the Post-Tenure PIP recommended by the PTRC. The responsibility to improve performance to the level specified in the Post-Tenure PIP rests with the Faculty member under review. The Post-Tenure PIP will also specify the performance levels the Faculty member must achieve in order to retain tenure. The progress towards achieving the planned improvements will be evaluated annually for a period of three years.

**d.** The Post-Tenure PIP shall be approved prior to the beginning of the academic year following the Comprehensive Evaluation that led to the Post-Tenure Review and not more than 90 days following finalization of the Needs Improvement evaluation by the Vice President for Academic Affairs. This 90-day deadline cannot be extended by the filing of a grievance. The faculty member is expected to implement his or her Post-Tenure Improvement Plan immediately after it is approved.

**e.** The faculty member under review will undergo Annual Performance Evaluations as described in Section IV.C.2 and if the Needs Improvement is in the area of Teaching will also undergo one classroom observation, by either the Department Chair or the Vice President for Academic Affairs, every semester until the Post-Tenure Review process is completed.

**f.** Every year during the Post-Tenure Review process the Faculty member will submit to the Vice President for Academic Affairs their annual evidence folder, the contents of which must specifically address and document the degree to which the professional has achieved the performance levels required in the Post-Tenure PIP during the previous academic year.

**g.** The Vice President for Academic Affairs will circulate the folder to the PTRC members. After committee members review the folder, the chair of the committee will convene a meeting of the committee and the Faculty member under review to discuss the degree to which the Faculty member has made progress in implementing the Post Tenure PIP. The Faculty member under review is then excused from the meeting.

**h.** The committee continues its discussion and then, by majority vote, makes one of the following findings, offers explanation for it, and forwards it in writing as a recommendation to the Vice President for Academic Affairs and to the Faculty member by December 1:

**i.** The faculty member has made significant progress towards achieving the performance expectations specified in the Post-Tenure PIP and will be reevaluated the following year. If this finding is made at the third and final meeting of the three-year Post-Tenure Review process, the Committee shall recommend to the Vice President for Academic Affairs that the Faculty member retain tenure.

**ii.** The faculty member has not made significant progress towards achieving the performance expectations specified in the Post-Tenure Performance Improvement Plan and will be re-evaluated the following year. If this finding is made at the third and final meeting of the three-year Post-Tenure Review process, the committee shall recommend to the Vice President for Academic

Affairs that the faculty member be deprived of tenure or face disciplinary action that may include dismissal for cause.

i. The Faculty member may submit to the Vice President for Academic Affairs, no later than December 10, written objections to the PTRC recommendation. The VPAA reviews the PTRC's recommendation, the evidence folder and the Faculty member's objections, if any, and then makes a separate recommendation. If the Vice President for Academic Affairs finds that the faculty member has met the objectives of the Post-Tenure PIP, the Post-Tenure Review Process ends, the faculty member retains tenure, and the Vice President for Academic Affairs notifies the faculty member by letter of that result within seven working days. If the Vice President for Academic Affairs agrees with the committee that the faculty member has not met the objectives of the Post-Tenure PIP, he or she makes a separate recommendation and forwards the evidence folder and both recommendations to the President by December 15. By letter, the Vice President for Academic Affairs notifies the faculty member of both recommendations.

j. If the Vice President for Academic Affairs has recommended that the faculty member be deprived of tenure, disciplined, or dismissed for cause, the President reviews the recommendations and the evidence folder and, by registered mail postmarked no later than January 1, notifies the professional of the institutional decision regarding the status of the faculty member's Post-Tenure Review.

k. Upon notification, a Faculty member who retains tenure begins a new 5-year evaluation cycle.

l. A Faculty member deprived of tenure, disciplined or dismissed as a result of the Post-Tenure Review process may appeal by employing the procedure described in Section IX.C.

## **2. Due Process**

Tenured Faculty subject to Post-Tenure review shall receive due process as set forth in this Section IV.D. in developing a performance improvement plan and in undergoing reevaluation by the PTRC. For purposes of this Post-Tenure review policy, "due process" is defined as notice and a meaningful opportunity to present reasons, either in person or in writing, why a proposed action should not be taken.

## **E. General Evaluation and Professional Planning Procedures**

### **1. Overview**

Evaluation and professional planning consist of the following annual components:

a. Self-generated Annual Summary and Professional Performance Plan as described in Section C above.

- b. Ratings of teaching by students.
- c. Review of Faculty member by peers (optional).
- d. Classroom observations by Department Chair. (Waived for tenured Faculty except those undergoing Post-Tenure review.)
- e. Evaluation by Department Chair based on material described in Section C above, which will constitute the initial components of the evidence folder (Appendix, Section Two, Form B).
- f. Conference between Faculty member and Department Chair concerning performance evaluation and professional planning.

## **2. Ratings of Faculty by Students**

Students will rate Faculty using the following procedures:

- a. The Vice President for Academic Affairs, or designee, will notify Computing Services of the dates that on-line student ratings must be activated. In the event that on-line ratings are not used, the Department Chairs will establish a rating schedule for their program area(s) in consultation with the Vice President for Academic Affairs.
- b. Student ratings will be anonymous.
- c. Computing Services will provide the Vice President for Academic Affairs with student rating data after final grades are officially recorded. The Vice President for Academic Affairs will provide the appropriate Department Chair with copies of the ratings who will place the copy of all numerical rating summaries and transcripts of comments in the Faculty member's departmental personnel file, to be retained therein for seven (7) years. The Department Chair will also provide a copy of the ratings and comments for each class evaluated to the individual faculty members.
- d. Students rate all Faculty in every class except individual studies, student teaching, and internships.

## **3. Peer Review**

- a. Department Chairs and the Vice President for Academic Affairs will annually invite and encourage professional personnel to submit peer reviews (Appendix, Section Two, Form K).
- b. Department Chairs and the Vice President for Academic Affairs will retain all original peer reviews (verified), except for those that are unsigned or not authentic which will be destroyed. Anonymous copies of verified reviews will be placed in the professional's evidence folder prior to evaluation by the Department Chair or Vice President for Academic Affairs. These letters will be placed in the candidate's personnel file upon completion of the review process, and will be subject to the same confidentiality stipulations as other file contents.

#### **4. Classroom Observations**

The Department Chair and/or designee will conduct classroom observations in accordance with the following guidelines.

- a.** Probationary Faculty in the first year of service: at least two classes each semester.
- b.** Probationary Faculty in second through fifth year of service: at least one class each semester.
- c.** Tenured Faculty undergoing the Post-Tenure review process at least one class per semester.
- d.** The observer will complete a summary of each observation, provide the Faculty member with a copy, and place the original summary in the Faculty member's evidence folder.

#### **5. Evaluation of Faculty by Department Chair**

- a.** The Department Chair will review the evidence folder for each Faculty member in the Department and prepare a written evaluation of the Faculty member's performance using the form reproduced as Appendix, Section Two, Form B. The Department Chair's evaluation will include a determination whether the Faculty member's performance has been exemplary, meritorious, satisfactory, or needs improvement.
- b.** The Department Chair and Faculty member will meet to confer about the results of the evaluation in a scheduled conference. The Faculty member will receive a copy of the evaluation at the conference.
- c.** Should the Faculty member disagree with any part of the Department Chair's evaluation, the Faculty member may attach a written statement indicating the nature of and grounds for the disagreement. The statement will become part of the evaluation.
- d.** The Faculty member and Department Chair should each retain a copy of the evaluation.
- e.** The Department Chair will submit copies of non-appealed evaluations for each Faculty member in the department to the Vice President for Academic Affairs. (If an evaluation has been appealed, the Department Chair will instead make the evidence folder available to the Institutional Appeals Committee in accordance with Section IV.E.7.c.) The Vice President for Academic Affairs will review the evaluations, conferring with appropriate parties as necessary, and make a performance recommendation. The Vice President for Academic Affairs then forwards

the evaluations and his or her recommendation to the President for review and approval. Except in cases where the evaluation has been appealed, the Vice President for Academic Affairs' decision is final, non-appealable and non-grievable.

## **6. Evaluation of Academic Department Chairs**

The Vice President for Academic Affairs will annually evaluate Department Chairs in their capacity as Faculty and administrators. Department Chairs will submit their annual evidence folders to the Vice President for Academic Affairs on or before October 1. The Vice President for Academic Affairs will conduct classroom observations, if necessary, and conduct the evaluation of Department Chairs in the manner described in Section 4 and 5 above.

## **7. Appeal of Performance Evaluation (Faculty)**

**a.** Faculty members wishing to appeal the Department Chair's annual evaluation or comprehensive evaluation will give written notice to the Vice President for Academic Affairs within ten (10) working days of the conference at which he or she receives the Department Chair's evaluation. Department Chairs wishing to appeal the Vice President for Academic Affairs' annual evaluation will give written notice to the Vice President for Academic Affairs within ten (10) working days of the conference at which he or she receives the Vice President for Academic Affairs' evaluation. The notice will state the grounds of appeal.

**b.** Appeals will be heard by the Institutional Appeals Committee (IAC), which serves in an advisory capacity to the Vice President for Academic Affairs. The IAC will be composed of the chair of the Peer Recognition Committee (See Section 8.b. below), a Department Chair named by the Vice President for Academic Affairs, the Faculty Senate President, and two tenured Faculty members not serving as Department Chairs named by the Faculty Senate. Faculty members may not participate in reviews of their own appeals.

**c.** The Vice President for Academic Affairs will convene the IAC, which will elect its own chair and establish procedures for reviewing appeals. The IAC will have access to evidence folders for Faculty appealing their evaluations and may, after consulting the Vice President for Academic Affairs, request additional information.

**d.** The IAC will submit a written report to the Vice President for Academic Affairs for each appeal.

**e.** The Vice President for Academic Affairs will review the Department Chair's evaluation and the report from the IAC, may confer with any or all parties to the appeal and will recommend a decision to the President, who will make the final, non-appealable and non-grievable decision. The Vice

President for Academic Affairs will notify the Faculty member of the results of the appeal prior to issuance of the Faculty member's next annual contract.

## **8. Recognition for Exemplary Performance**

Adams State University values exemplary Faculty performance in teaching effectiveness, scholarly/creative activity, and service. An evaluation of "needs improvement" or "satisfactory" in any of these categories disqualifies a Faculty member from recognition for exemplary performance. "Exemplary" Faculty must earn an exemplary evaluation in teaching effectiveness and at least one other exemplary evaluation in either scholarly/creative activity or service.

**a.** The Department Chair or Vice President for Academic Affairs, where applicable, shall nominate department faculty members for exemplary recognition on the basis of the Annual Performance Evaluation. The faculty member may withdraw the application for exemplary recognition at any time.

**b.** The Department Chair shall notify the Vice President for Academic Affairs of the nomination in writing and then forward the evidence folder to the Peer Recognition Committee (PRC) for review. The PRC will be composed of the Faculty Senate President plus one tenured Faculty member from each of the following academic areas:

*i.* Arts & Humanities: Art, Music, Sociology, and English/Theatre/Communications/Foreign Languages, History/Government, Psychology

*ii.* Science & Mathematics: Biology and Earth Sciences, Chemistry/Computer Science/Mathematics, Nursing

*iii.* Education, Counseling, and HPPE

*iv.* Business

The representatives from the academic areas will be elected by a simple majority of votes by the tenure track faculty in each academic area. The Faculty Senate President is charged with the responsibility of scheduling and convening the first meeting of the PRC.

**c.** The PRC shall meet and select a chair; the Faculty Senate President should not chair this committee.

**d.** The PRC will submit a written report to the Vice President for Academic Affairs, copied to the nominee, recommending that the Faculty member be granted exemplary status for that evaluation year, or stating

reasons why the Faculty member should not be granted exemplary status for that evaluation year.

e. The Vice President for Academic Affairs will review the Department Chair's evaluation and the report from the PRC, may confer with any or all, and will make the final, non-appealable and non-grievable decision on which Faculty members will be awarded "exemplary status". The Vice President for Academic Affairs will notify the exemplary nominee in writing of the outcome prior to issuance of the Faculty member's next annual contract.

## **V. RETENTION OF FACULTY**

### **A. Retention of Probationary Faculty**

#### **1. Criteria**

Probationary Faculty are employees-at-will who may be terminated at any time, with or without cause. Neither grounds nor reasons are required or shall accompany any notice of termination of their employment during the contract term or when their contracts terms expires, unless the President, in his/her discretion undertakes disciplinary action in accordance with the process set forth in Section VIII of this Handbook and the Probationary Faculty member is dismissed as a result of such process, in which case appropriate notices shall be given in accordance with that Section. The availability of this process for disciplining Faculty members does not change the fact that Probationary Faculty may be terminated at any time, with or without cause, and the President is not compelled to undertake the process set forth in Section VIII prior to terminating a Probationary Faculty member.

Renewal of Probationary Faculty member's contract is committed to the discretion of the President. Among those criteria considered by the President in deciding upon renewal are teaching effectiveness, scholarly and creative activity, professional service, and collegiality. Non-renewal is not a dismissal or termination. No statement of reasons or grounds shall be required or accompany any notice of non-renewal. Probationary Faculty may not appeal the decision to non-renew even though they satisfy or exceed the general criteria for retention. Teaching effectiveness is the most important of the criteria for renewal consideration and carries the heaviest weight. Probationary Faculty members with an overall teaching evaluation of Needs Improvement may either be non-renewed or expected to demonstrate significant improvement before the next Annual Evaluation.

#### **2. Procedures**

**a.** The following procedures are designed to assist the President in making his/her decision on renewal of a Probationary Faculty member's contract ("retention process"). The Department Chair initiates the retention process for first year probationary (P1) Faculty. Second year (P2) through fourth year (P4) Faculty initiate the retention process for themselves.

**b.** The candidate submits an evidence folder and formal letter requesting retention to the Department Chair. The annual evidence folder will serve as the evidence folder for retention. Additional to the contents of the annual evidence folder will be annual performance evaluations from the Department Chair and the contents of previous annual evidence folders including the Annual Retention Summary Reports. Annual evidence

folders from each probationary year will become a cumulative evidence folder utilized in promotion and tenure decisions.

*[Note: The evidence folder submitted in the initial probationary year is the beginning of the cumulative evidence folder utilized in promotion and tenure decisions. Except as specifically stipulated in the steps that follow, neither the Faculty member nor any subsequent reviewer may alter the contents of the submitted folder. However, upon mutual consent of the candidate and Department Chair (or Vice President for Academic Affairs, where applicable), or of the candidate and the committee chair, material may be added, deleted, or corrected. In addition, the Department Chair (or Vice President for Academic Affairs, where applicable) may add documentation bearing upon the Faculty member's teamwork, as described in IV.B above or any verified peer reviews.]*

c. The Department Chair notifies the retention committee of the application. Retention committees are comprised of five tenured members from the applicant's department. If a department has more than five tenured Faculty, the Department Chair (unless the Department Chair is ineligible to chair the committee, in which case the Vice President for Academic Affairs makes the selection) selects the tenured Faculty to constitute the five member retention committee. If a department has fewer than five tenured Faculty members, or if recusal(s) for conflict of interest leaves **fewer** than five tenured Faculty members, the Department Chair (unless the Department Chair is ineligible to chair the committee, in which case the Vice President for Academic Affairs selects the additional committee members) selects additional tenured Faculty from within the academic area (see Section IV.E.8.b. *i-iv.* above for definition of academic area) to constitute the five member committee. If the academic area does not have five tenured faculty members, then the Department Chair in consultation with the Vice President for Academic Affairs will select the committee. The Department Chair chairs the committee unless his or her retention is to be considered or he or she does not meet the criteria for membership. In such cases, the Vice President for Academic Affairs appoints the committee chair. The Department Chair forwards the candidate's evidence folder to the committee members for their review. Tenured department members on leave, or whose assignment is off campus may be considered for membership on the committee. If ineligible to serve as chair, the Department Chair submits a separate recommendation to the Vice President for Academic Affairs except in cases in which his or her retention is being considered.

d. After all committee members review the letter and folder, the committee chair calls a meeting to consider the request. The candidate will not be present at this meeting. The committee members engage in a free and open discussion of the committee's general expectations and the candidate's fitness for retention. Committee members may ask questions

and express opinions pertinent to the letter, the evidence folder and the candidate's strengths and areas for improvement.

**e.** The committee will then meet with the candidate for retention. The candidate and committee members engage in a free and open discussion. They again can ask questions and express opinions pertinent to the letter, the evidence folder, and the candidate's strengths and areas for improvement.

**f.** Upon completion of the discussion, the committee chair excuses the candidate and convenes the committee in executive session. Committee members cast simple yes/no written ballots on the question of retention for the candidate and may not abstain. Committee members may provide written feedback regarding the candidate's strengths and areas for improvement in the comment section on the ballot. All committee members then sign their ballots. (See Appendix, Section Two, Form E for a sample retention ballot.)

**g.** The committee chair informs the committee of the outcome of the vote by announcing whether or not the committee recommends retention. A recommendation to retain a candidate requires a simple majority vote.

**h.** The committee chair summarizes the retention committee's deliberations in a report (hereafter to be referred to as the Retention Summary Report); the Retention Summary Report includes an assessment of the candidate's performance strengths, areas for improvement, concerns and recommendations. Also included in the summary report is a verbatim listing of anonymous ballot comments. The chair then circulates the Retention Summary Report among the retention committee members for review and approval. Upon committee approval of the summary report, the committee chair informs the candidate (and Department Chair if applicable) in writing of the committee's recommendation and provides the candidate with a copy of the report. The chair forwards the retention committee's recommendation, the candidate's letter requesting retention, the evidence folder the committee ballots, the Department Chair's evaluation (if separate), and the Retention Summary Report (hereafter to be referred to as the Retention Packet) to the Vice President for Academic Affairs.

**i.** The Vice President for Academic Affairs reviews the Retention Packet and makes recommendation to the President.

**j.** The President deliberates and informs the candidate and the retention committee of the President's decision in writing.

**k.** Neither statement of reasons or grounds shall be required or accompany notice of non-renewal, nor is there an appeal for probationary Faculty who are not renewed. Official notification of non-renewal will be

given no later than MARCH 15 for P1 Faculty and FEBRUARY 15 for P2-P4 Faculty.

**B. Retention and Annual Performance Evaluation Calendars:**

<b>P1 Faculty</b>	<b>P2-P4 Faculty</b>	<b>Tenured Faculty</b>	
Sept 15	Sept 15	Sept 15	<p>Department Chair identifies Faculty to be observed and establishes a schedule for classroom observations.</p> <p>P2-P4 Faculty submit evidence folder for annual performance review to Department Chair.</p> <p>Office of the Vice President for Academic Affairs invites Faculty to submit reviews of Department Chairs.</p> <p>Office of the Vice President for Academic Affairs invites Faculty to submit reviews of peers.</p>
	Oct 1	Oct 1	<p>Tenured Faculty submit evidence folder for annual performance review to the Department Chair or Vice President for Academic Affairs.</p> <p>Faculty ratings of Department Chairs are due in the Office of the Vice President for Academic Affairs.</p> <p>Peer reviews are submitted to Department Chair or the Vice President for Academic Affairs.</p>
Nov 1	Nov 1	Nov 1	<p>Department Chair informs P1 Faculty of retention procedures and deadlines.</p> <p>Department Chair completes the annual performance evaluation and conference with P2-P4 Faculty. Faculty appealing the results of the annual performance evaluation must provide written notice to the Vice President for Academic Affairs with 10 working days of the evaluation conference.</p> <p>Department Chair forms P2-P4 retention committee.</p> <p>Election of the Peer Recognition Committee is completed.</p>

<b>P1 Faculty</b>	<b>P2-P4 Faculty</b>	<b>Tenured Faculty</b>	
	Nov 15		<p>P2-P4 Faculty submit retention letter and evidence folder to Department Chair.</p> <p>Department Chair forwards retention letter and evidence folder to the retention committee.</p>
	Dec 15	Dec 15	<p>Department Chair completes annual performance reviews and conferences with the remaining faculty (e.g., tenured, Temporary or other) that they supervise and forwards the annual performance evaluations to the Vice President for Academic Affairs. Faculty appealing the results of the annual performance evaluation must provide written notice to the Vice President for Academic Affairs with 10 working days of the evaluation conference.</p> <p>Department Chair notifies the Vice President for Academic Affairs of nominations for exemplary recognition.</p> <p>Retention committee completes deliberations and the committee chair informs the P2-P4 Faculty of the committee's decision and provides a copy of the Retention Summary Report to the P2-P4 Faculty.</p> <p>P2-P4 retention committee (and Department Chair where applicable) submits the Retention Packet to the Vice President for Academic Affairs who reviews the materials and makes a recommendation to the President.</p>
Beginning of Final Exam Week	Beginning of Final Exam Week	Beginning of Final Exam Week	Student rating of Faculty for fall semester are completed.

<b>P1 Faculty</b>	<b>P2-P4 Faculty</b>	<b>Tenured Faculty</b>	
Jan 1	Jan 1	Jan 1	Student rating summaries and comments for the fall semester are distributed to Faculty.
Jan 10			Department Chair invites Faculty to submit peer reviews of P1 Faculty.
Jan 15	Jan 15	Jan 15	P1 Faculty submit retention letter and evidence folder to Department Chair.  Vice President for Academic Affairs sends P2-P4 retention recommendations to President.  Vice President for Academic Affairs convenes Institutional Appeals Committee.
Jan 20			Department Chair forms P1 retention committee and forwards retention letter and evidence folder to it.  Peer reviews of P1 Faculty are due to Department Chair.
Feb 1	Feb 1	Feb 1	Peer Recognition Committee completes deliberations and forwards recommendations for exemplary recognition to the Vice President for Academic Affairs.  Institutional Appeals Committee submits report of its review of appeals to the Vice President for Academic Affairs.

<b>P1 Faculty</b>	<b>P2-P4 Faculty</b>	<b>Tenured Faculty</b>	
Feb 15	Feb 15	Feb 15	<p>P1 retention committee completes deliberations and committee chair informs the P1 Faculty of the committee's decision and provides a copy of the Retention Summary Report to the P1 Faculty.</p> <p>P1 retention committee (and Department Chair where applicable) submits the Retention Packet to the Vice President for Academic Affairs who reviews the materials and makes a recommendation to the President.</p> <p>Department Chair completes annual performance evaluation conferences with P1 Faculty.</p> <p>President informs P2-P4 Faculty of retention decision</p> <p>Vice President for Academic Affairs notifies appellants of the results of their appeals.</p>
March 1			Vice President for Academic Affairs sends P1 recommendation to President.
March 15	March 15	March 15	<p>President informs P1 Faculty of retention/non-renewal decision.</p> <p>Vice President for Academic Affairs notifies nominees of exemplary recognition decisions.</p>
Beginning of Final Exam Week	Beginning of Final Exam Week	Beginning of Final Exam Week	Student ratings of Faculty for the spring semester are completed.
June 1	June 1	June 1	Student rating summaries and comments for the spring semester are distributed to Faculty.

<b>Post-Tenure Review Calendar</b>	
September 15	Department Chairs (or Vice President for Academic Affairs where applicable) identify Faculty to be observed and establish schedule for classroom observations.
October 1	Faculty undergoing Post-Tenure Review submit evidence folders to the Vice President for Academic Affairs.
October 15	Vice President for Academic Affairs circulates evidence folders and Performance Improvement Plans (PIP's) of Faculty undergoing Post-Tenure Review to Post-Tenure Review Committee.
November 1	Post-Tenure Review Committee members evaluate the progress made towards implementing the PIP.
December 1	Post-Tenure Review Committee(s) forwards its recommendations to the Vice President for Academic Affairs and Faculty member.
December 10	Faculty member may submit to the Vice President for Academic Affairs written objections to the Post-Tenure Review Committee recommendation.
December 15	Vice President for Academic Affairs notifies Faculty undergoing Post-Tenure Review and the President of his/her recommendation and that of the Post-Tenure Review Committee.
January 1	The President notifies Faculty undergoing Post-Tenure Review of the status of the institutional decision of the Post-Tenure Review.
January 15	Vice President for Academic Affairs convenes Post-Tenure Review Committee(s) and forwards folders of those Faculty for whom a Post-Tenure Review has been triggered by their Comprehensive Evaluation.
February 1	Post-Tenure Review Committee(s) submits its report to the Vice President for Academic Affairs.
February 15	Vice President for Academic Affairs notifies professionals of Post-Tenure Review decisions. Post-Tenure Performance Improvement Plan finalized by the Post-Tenure Review Committee.
March 1	Faculty member begins implementation of PIP.

## **VI. FACULTY RANK**

### **A. General Policy**

#### **1. Titles and Rank Structure for Regular Faculty**

The basic titles and rank structure for Regular (i.e., probationary and tenured) Faculty are:

- Assistant Professor
- Associate Professor
- Professor

#### **2. Titles for Temporary, Honorary, or Exchange (i.e., non tenured/non tenure-track) Faculty**

Faculty titles for use in designating appointments of one year or less are:

- Adjunct Instructor/Instructor
- Adjunct Professor (Assistant, Associate, or Professor)
- Visiting Professor (Assistant, Associate, or Professor)
- Graduate Assistant
- Faculty Assistant

Faculty holding these titles are not ranked. These titles are described in Section G below.

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

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

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

Administrative personnel may hold academic rank if qualified and if there is justification for awarding such rank. Academic rank will not be a consideration in the case of termination from an administrative position. Only Regular faculty are eligible for the following academic ranks:

- Assistant Professor
- Associate Professor
- Professor

## **B. Qualifications for Academic Rank**

This section establishes requirements for academic rank that will 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 as specified below. The teaching experience must be gained by teaching at an accredited college or equivalent institution.

<b><u>Rank</u></b>	<b><u>Minimum College Teaching Experience</u></b>
Assistant Professor	No Minimum
Associate Professor	Four Years
Professor	For Teaching Faculty, Seven Years, of which 3 must be at ASU at the rank of Associate Professor (a member of the faculty may apply during his or her third year as an Associate Professor). External hires for Department Chair and other academic administrative positions for which the rank of Professor is appropriate are exempted from the requirement of having taught at ASU.

### **2. Education and Experiential Qualifications**

The terminal degree in the discipline or field of the professional's primary responsibility is considered the appropriate educational qualification for most academic fields and is expected for the ranks of Associate Professor and Professor. The doctoral degree will be deemed to be the generally accepted terminal degree in all fields and disciplines except Creative Writing, Theater, and the Visual Arts where the MFA will be considered an accepted terminal degree and in Nursing where the MSN will be considered a terminal degree. The normal educational qualifications for academic rank are:

Assistant Professor	Master's degree plus 30 semester hours of appropriate post-master's degree work.
Associate Professor	Terminal degree
Professor	Terminal degree

The master's and doctoral degrees must be earned from an accredited institution. The earned degrees must be held in the discipline or field of the candidate's primary responsibility. The Vice President for Academic Affairs, in consultation with other appropriate administrative personnel, will determine if a candidate has the proper credential for his or her primary academic assignment. The President is delegated the authority to make exceptions to hire individual Faculty members. Exceptional qualifications for hire that do not match the preceding specifications for education and experience should be based on criteria identified as appropriate for judging such exceptional qualifications. These criteria can be found in Section VI.C.2.

Instructors do not hold academic rank. Appointment as an instructor requires no minimum college teaching requirement but generally requires a master's degree.

## **C. Promotion in Academic Rank**

### **1. Institutional Promotion Procedures**

Promotion is not a right but a privilege that must be earned by Faculty members on the basis of their performance as evaluated by their peers, academic administrators, and the President. Promotion cannot be acquired automatically by length of service. The decision to award promotion is committed to the President's sole discretion.

The procedures for identifying and recommending Faculty for promotion in rank are detailed in Section D. below and are consistent with Sections B.1. and B.2. above. Final promotion decisions will be made by the President and will be reported to the Board.

### **2. Exceptions to Eligibility Qualifications**

Occasionally, an individual without the normal educational or experience qualification merits consideration for promotion because:

- The Faculty member demonstrates a record of distinguished professional achievements that are the intellectual equivalent of an earned terminal degree, OR
- The Faculty member is in a discipline or field in which the current national pool of terminally qualified applicants is demonstrably limited.

In these instances, the Faculty member may be granted Associate Professor status. Promotion beyond the rank of Assistant Professor will result only if the Faculty member demonstrates the same level of performance as any other Assistant Professor seeking promotion.

## **D. Promotion Procedures for Faculty at Adams State University**

### **1. Criteria**

Meeting the minimum qualifications for promotion does not guarantee promotion. Candidates must also present evidence of professional excellence developed in accordance with this section to be considered for promotion. Final promotion decisions are committed to the discretion of the President. It is paramount that the applicant meets the deadlines listed in Section VII.B.3.

Annual evaluations will be used as a basis for considering promotion. Candidates for promotion must present clear, compelling and consistent evidence of performance beyond the level required for retention.

#### **a. Promotion from Assistant Professor to Associate Professor**

A consistent pattern of meritorious or exemplary evaluations in the area of Teaching, and of at least satisfactory evaluations in all other areas of evaluation, is expected for promotion to Associate Professor. Generally this is considered to be consistent with those expectations for the granting of tenure. While teaching effectiveness is valued as the most critical component of the evaluation process, Faculty seeking promotion are also expected to demonstrate a record of scholarly/creative activity in their discipline.

#### **b. Promotion from Associate Professor to Professor**

A consistent pattern of meritorious or exemplary evaluations in all three areas of the candidate's Annual Evaluations is expected for promotion to Professor. In addition, it is essential that candidates for promotion to Professor demonstrate a record of one of the following: ongoing, significant contributions to the academic discipline at the regional or national level; ongoing, significant service to the campus; or ongoing, significant contributions to the surrounding community.

“Significant contributions to the academic discipline” may consist of (without being limited to) 1.) regional- or national-level juried art exhibits and music recitals; regional- or national-level conference papers, poster presentations, and peer-reviewed publications of research or creative work; or 2.) exceptional work toward obtaining regional, national, or international accreditations, or toward the development of mission-critical academic programs. In recognition of the university's institutional mission, scholarly/ creative activities that focus on pedagogy shall be considered acceptable. Because criteria for “scholarly/creative activity” vary by department and by discipline, the promotion committee shall consult with its Departmental Representative for clarification.

“Significant service to the campus” may consist of (without being limited to) exceptional service in campus-wide faculty governance; securing significant extramural funding and administering grants; and making significant extracurricular contributions to student life, including discipline-related work in the enhancement of the campus learning infrastructure.

“Significant contributions to the surrounding community” may consist of (without being limited to) significant levels of service on the boards of appropriate nonprofit organizations; professional consulting for special districts, nonprofit organizations, or similar entities; community grant-writing or grant-administration; significant, discipline-related community organizing efforts; and significant, discipline-related service to local schools.

Whatever the activity, it is essential for the candidate to demonstrate that it contributes to the institutional mission and engages him or her in mutually beneficial dialogue with the larger academic community. For activities falling outside the traditional definition of Scholarly/Creative Activity, this essential level of engagement may be demonstrated by a paper or poster presentation at an appropriate conference at the regional or national level or by a comparable academic activity.

### **c. Promotion from Instructor to Assistant Professor**

Normally, Instructors do not have the expectation of continuous employment and are not eligible for promotion to the rank of Assistant Professor. However, in those rare instances where the possibility of promotion of an instructor is deemed beneficial by Adams State University and the affected program area, an instructor may apply for promotion to Assistant Professor, so long as the hiring authority and program area have determined that such promotion is in the interests of the institution, the instructor was hired following a national search, and the instructor meets the minimum eligibility for the rank of Assistant Professor defined in Section VI. B. This determination will be communicated to the instructor in writing by the hiring authority and the chair of the program area by September 15. In such cases, the promotion process will follow the criterion and timetables established for promotion to Associate Professor described in Section VI. D. 2. below.

## **2. Promotion Procedures**

**a.** The Faculty member requesting promotion initiates the process by submitting a formal letter of application and evidence folder to the Department Chair. A Department Chair seeking promotion will submit his or her letter of request to the Vice President for Academic Affairs.

**b.** The evidence folder submitted by the candidate should document teaching effectiveness, scholarly development, professional service, and collegiality. The folder will include the supporting evidence required for probationary Faculty seeking retention, and will be a cumulative folder of all years at the rank currently held. The supporting evidence required is listed below:

***i. Supporting Evidence Required in Teaching***

**(a)** A brief self-evaluation of teaching that identifies the following:

- Teaching accomplishments / strengths
- Areas for improvement

**(b)** Syllabi from all courses taught during the evaluation period

**(c)** Student/Course evaluations from all courses during the evaluation period

**(d)** Copies of all classroom evaluations

**(e)** Department Chair evaluations

**(f)** Annual Retention Summary Reports

**(g)** Grade Distribution or Course GPA for all classes

**(h)** A teaching portfolio that contains materials from, but not limited to, those listed below, and that are relevant to the discipline:

- Examples of assignments
- Examples of tests & exams
- Examples of student work in the discipline (with permission from the student)
- Examples of student writing (with permission from the student)
- Examples of class presentations (with permission from the student)

***ii. Supporting Evidence Required in Scholarly / Creative Activity (of particular importance for promotion to Professor)***

A brief self-evaluation of scholarly/creative activity that identifies the following:

**(a)** Accomplishments in scholarly/creative activity

**(b)** Areas for improvement

***iii. Supporting Evidence Required in Service***

A brief self-evaluation of service to the department, university and community that identifies the following:

**(a)** Accomplishments in the area of service

**(b)** Areas for improvement

***iv. The Professional Performance Plan***

The self-evaluation component of the annual evidence folder will include a Professional Performance Plan that addresses plans for the following components:

- (a) Improvement in areas of weakness
- (b) Teaching/effectiveness in promoting student learning
- (c) Research and/or scholarly/creative activity
- (d) Public service contributions to the institution and community
- (e) Other activities, as appropriate to his/her academic discipline and/or professional assignments (e.g., linkages with the P-12 educational system, business-industry, social service agencies, or art studios)
- (f) Activities and performance in light of department/program goals and priorities, which are reflective of Trustee and institutional goals and priorities
- (g) Service or scholarly/creative activity as a priority in the coming year

Except as specifically stipulated in the steps that follow, neither the Faculty member nor any subsequent reviewer may alter the contents of the submitted folder

**c.** The Department Chair consults with the Vice President for Academic Affairs to confirm the candidate's eligibility for promotion. The Department Chair (or Vice President for Academic Affairs) forwards the evidence folder to the promotion committee. The Department Chair (or Vice President for Academic Affairs) also informs the tenured faculty of the appropriate rank in the department of the candidate's application for promotion and the tenured faculty's responsibility to review the evidence folder and submit individual recommendation letters to the promotion committee. These recommendation letters will be placed in the candidate's personnel file upon completion of the review process, and will be subject to the same confidentiality stipulations as other file contents.

**d.** The Faculty of each academic area (defined in d. i. and d. ii. below) shall elect one of its eligible tenured members to serve on the committee for promotion from Assistant Professor to Associate Professor (which is also the campus-wide tenure committee) and one of its members to serve on the Professor Promotion Committee.<sup>3</sup> This election will be conducted by Faculty Senate. Committee members must minimally hold the rank of Associate Professor to serve on the Associate Professor Promotion Committee, and Professor to serve on the Professor Promotion Committee.

---

<sup>3</sup>To help insure committee consistency, each of these promotion committee members will serve a two year term. For purposes of implementation of this Handbook provision, beginning with the fall 2007 semester, the representative(s) from Science & Mathematics and from Business will be elected for a two year term, with subsequent elections to occur in the fall of odd numbered years. The representative(s) from Arts & Humanities and from Education, Counseling and HPPE elected in fall 2007 will serve for a single year. Those selected from Arts & Humanities and from Education, Counseling and HPPE in Fall 2008 will serve a two year term, with elections for these area thereafter occurring in the fall of even numbered years.

A faculty member seeking promotion may not serve on the committee which reviews her/his application for promotion.

***i. Promotion to Associate Professor***

The promotion committee for promotion from Assistant Professor to Associate Professor will be comprised of five members. Four members will be tenured Faculty members of Associate Professor rank or higher. They will broadly represent each of the following academic areas and will be elected by a simple majority of votes by the tenured faculty in each academic area:

(a) Arts & Humanities: Art, Music, Sociology, and English/Theatre/Communications/Foreign Languages, History/Government, Psychology

(b) Science & Mathematics: Biology and Earth Sciences, Chemistry/Computer Science/Mathematics, Nursing

(c) Education, Counseling, and HPPE

(d) Business

The Faculty Senate President is charged with the responsibility of scheduling and convening the first meeting of the promotion committee. At this initial meeting the four members from the academic areas select the promotion committee chair from among themselves.

The fifth member of the committee, the Department Representative, shall be a senior tenured faculty member, holding the rank of Associate Professor or higher, from the candidate's department. (If the candidate's department does not have any senior faculty of the required rank, the fifth member shall be a senior tenured faculty member, holding the rank of Associate Professor or higher, from the candidate's academic area as defined above.) The Department Chair, who will submit a separate written recommendation to the promotion committee (unless he or she is the candidate), shall not serve as the Department Representative. The fifth member, the Department Representative, shall be elected by simple majority vote of the tenure-track faculty of the department. In addition to the Department Chair's recommendation, the tenured faculty of the candidate's department shall submit individual recommendations to the promotion committee.

***ii. Promotion to Professor***

The promotion committee for promotion from Associate Professor to Professor will be comprised of five members. Four members

will be tenured Faculty members holding the rank of Professor. They will broadly represent each of the following academic areas and will be elected by a simple majority of votes by the Professors in each academic area:

**(a) Arts & Humanities:** Art, Music, Sociology, and English/Theatre/Communications/Foreign Languages, History/Government, Psychology

**(b) Science & Mathematics:** Biology and Earth Sciences, Chemistry/Computer Science/Mathematics, Nursing

**(c) Education, Counseling, and HPPE**

**(d) Business**

The Faculty Senate President is charged with the responsibility of scheduling and convening the first meeting of the promotion committee. At this initial meeting the four members from the academic areas select the promotion committee chair from among themselves.

The fifth member of the committee, the Department Representative, shall be a senior tenured faculty member, holding the rank of Professor, from the candidate's department. (If the candidate's department does not have any Professors, the fifth member shall be a Professor from the candidate's academic area as defined above.) The Department Chair, who will submit a separate written recommendation to the promotion committee (unless he or she is the candidate), shall not serve as the Department Representative. The fifth member, the Department Representative, shall be elected by simple majority vote of the tenure-track faculty of the department. In addition to the Department Chair's recommendation, the tenured faculty of the appropriate rank (*i.e.*, Professors) in the candidate's department shall submit individual recommendations to the promotion committee.

Tenured Faculty members on leave, or whose assignment is off campus are eligible for membership on promotion committees.

**e.** After all committee members review the letter of application, evidence folder, and Department Chair and faculty recommendations, the committee chair calls a meeting to consider the request. The candidate will not be present at this meeting. The committee members engage in a free and open discussion of the committee's general expectations and the candidate's fitness for the rank sought. Committee members may ask questions and express opinions pertinent to the letter, the evidence folder,

Department Chair and faculty recommendations, and the candidate's strengths and areas for improvement.

**f.** The committee will then meet with the candidate for promotion. Committee members may ask questions and express opinions pertinent to the letter, the evidence folder, Department Chair and faculty recommendations, and the candidate's strengths and areas for improvement. Upon completion of the discussion, the committee chair excuses the candidate and convenes the committee in executive session. Committee members review the discussion of the candidate's fitness for rank and cast simple yes/no written ballots on the question of promotion and may not abstain. All committee members vote and sign their ballots. A recommendation to promote a candidate requires a simple majority of three votes in favor of promotion. Committee members may provide written feedback in the comments section of the ballot. (See Appendix, Section Two, Forms F and G for sample promotion ballots.)

**g.** The committee chair summarizes the promotion committee's deliberations in a report; the report includes an assessment of the candidate's performance strengths, areas for improvement, concerns, and recommendations (hereafter referred to as the Promotion Summary Report). Also included in the Promotion Summary Report is a verbatim listing of anonymous ballot comments. The chair then circulates the summary report among the promotion committee members for review and approval. Upon committee approval of the summary report, the committee chair informs the candidate (and Department Chair if applicable) in writing of the committee's recommendation and provides the candidate with a copy of the Promotion Summary Report. The chair forwards the committee's recommendation, the candidate's letter of application, the evidence folder, the Promotion Summary Report, the Department Chair and faculty recommendations, and the committee ballots (hereafter referred to as the Promotion Packet) to the VPAA.

**h.** The Vice President for Academic Affairs reviews the Promotion Packet and writes a recommendation; the complete Promotion Packet is then forwarded to the President for review. The Vice President for Academic Affairs then informs the candidate and the promotion committee, in writing, of the his/her promotion recommendation.

**i.** The President deliberates and informs the candidate and the promotion committee of the President's decision in writing. The President's decision is final, non-grievable and non-appealable.

## **E. Honorary Rank**

Occasionally, professionals without the normal education or experience qualifications merit consideration for honorary rank because of:

- Distinguished professional achievements that are the intellectual equivalent of an earned terminal degree
- Significant contributions to an academic discipline
- Significant cultural contributions

The granting of honorary rank will be determined by the President, in consultation with the Faculty Senate. Honorary degrees are awarded by the Board.

## **F. Salary increment for Promotion in Rank**

When Faculty advance in rank, they receive an additional salary increment:

<u>From</u>	<u>To</u>	<u>Increment</u>
Assistant Professor	Associate Professor	6%
Associate Professor	Professor	11%

Subject to the Board's discretion with respect to salary matters, these increases supplement merit pay increases and are customary unless the President withholds them due to lack of funding or other reasons. In the event the customary salary increase is withheld due to lack of funding, it shall be awarded to the Faculty member as soon as such an increase is awarded to a subsequently promoted Faculty member.

## **G. Additional Titles for Temporary or Honorary Faculty**

### **1. Adjunct Instructor/Instructor**

The rank of Adjunct Instructor/Instructor will be used for the designation of Temporary appointment of Faculty who do not possess the qualifications of a terminal degree. It should be clearly understood for Faculty members designated Adjunct Instructor/Instructor that employment is at-will during the term of the contract and that there is no expectation that the contract will be renewed.

### **2. Adjunct Professor (Assistant, Associate, or Professor)**

The rank of Adjunct Professor is used to appoint as members of the Faculty individuals who possess training and experience useful to a university program through teaching, service on advisory committees, supervision of student interns, and similar activities. Normally teaching loads are limited to six credit hours per semester/summer session. Fringe benefits are not paid by the University. It should be clearly understood for Faculty members designated Adjunct Professor that employment is at-will during the term of the contract and that there is no expectation that the contract will be renewed.

Appointment as Adjunct Professor should be made only when a reasonably strong relationship between the individual and the university can be established. Board approval is not required for budgeted adjunct appointments.

### **3. Visiting Professor (Assistant, Associate, or Professor)**

The ranks of Visiting Professor will be used for the designation of temporary appointment of Faculty who possess the experience and qualifications normally assigned to ranked Faculty at a level of Assistant Professor or higher. It should be clearly understood for Faculty members designated Visiting Professor that employment is at will during the term of the contract and that there is no expectation that the contract will be renewed.

### **4. Joint Appointments**

Joint appointments are used to appoint as a Faculty member, 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 awarded will be based on education and experience just as for a Regular Faculty member. 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.

The initial appointment will 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. The appointments may 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 either college following formal notice by one to the other. These appointments are at-will during the term of the contract and create no expectation that the contract will be renewed. The due process protection associated with Tenured Faculty status does not apply.

### **5. 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. These titles are:

- a. Graduate Assistant** - used to identify such persons if they are graduate students
- b. Faculty Assistant** - will be used for such persons who are not graduate students.

The minimum degree requirement for such assignments will be the baccalaureate degree. All such appointments will be specified as Temporary in nature.

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

The University may recommend an honorary title (emeritus) for a retired Faculty member or academic administrator. Emeritus status will not be automatically conferred on all retirees, but rather will be based on high standards of professional performance, including having been awarded tenure, and committed service to the University over an extended period, minimally ten years of service. Recommendations for emeritus status may be made at any time but the status will be conferred only by Board action.

In determining whether to recommend a retiring Faculty professional for this high honor the Vice President for Academic Affairs will first determine the candidate's eligibility and interest in receiving the honor. The Vice President for Academic Affairs or his/her designee will inform all tenured Faculty members in the relevant academic area of the candidate's qualifications, then direct the group for a discussion and a secret ballot. The candidate will be invited to participate in this meeting. Emeritus Faculty must have the ballot support of a simple majority of the tenured Faculty in the relevant academic area. Should the candidate obtain the required majority, the Vice President for Academic Affairs (or his/her designee) will inform the candidate and the President. The President will recommend that the Board grant the candidate emeritus status. The President's recommendation to the Board will occur in time to permit this honor to be conferred on the recipient at the commencement immediately following his or her last full semester of employment.

Emeritus designation will correspond with the final rank earned during the employment of the academic professional. Although this designation is largely honorary, emeritus professionals will enjoy certain privileges and responsibilities in addition to those accorded all retired university professionals. They may use office space and institutional support staff, and be eligible for University-sponsored travel when facilities and budgets allow. They may serve on university committees, institutional councils, and other bodies. If they contribute to an appropriate institutional activity, they may acquire other privileges at the discretion of the appropriate institutional administrator. Emeritus professional must adhere to University policies while engaging in emeritus activities.

## **7. Exceptions**

All recommendations for appointments that do not use the titles or ranks specified in this section will be submitted to the Board for special consideration. This applies both to honorific appointments and appointments-for-pay.

## **H. Promotion Deadlines (See VII.B.3.)**

See Section VII. B. 3. for promotion and tenure deadlines.

## **VII. FACULTY EMPLOYMENT CONTRACTS, EMPLOYMENT STATUS, AND TENURE PROCESS**

### **A. General Policy**

Adams State University will use a uniform contract form for Faculty that states the general conditions of employment subject to the regulations set forth and periodically amended as appropriate in this Handbook. Contracts will state the following: (1) position and title; (2) type of appointment (Faculty or administrator; Regular (probationary or tenured) or Temporary; part-time or full-time); (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.

For Faculty, the normal contract period will be the institution's academic year. Summer session contracts for Faculty will be separately tendered. However, it will be the prerogative of the University to determine whether full-time Faculty will be employed on fiscal year or academic year contracts. If they are employed for the academic year, they may be tendered contracts when employed for the summer session.

### **B. Professional Status**

Professional status refers to the type of appointment held by an employee exempt from the State classified personnel system ("professional personnel"). Professional personnel may be appointed as administrative personnel or Faculty. Within these two classifications, an employee's appointment may be Temporary or Regular. A Temporary employee may have a full-time or part-time appointment. A Regular employee, which includes probationary and tenured Faculty, generally has a full-time appointment.

#### **1. Definition of Faculty**

Faculty members are defined as those professional personnel whose primary responsibility is to provide academic instruction on a full-time or part-time basis. Regular Faculty members include tenured and probationary appointments and are ELIGIBLE for academic rank as per section VI. Temporary Faculty members include all Faculty appointments that are not tenured or probationary and are not eligible for academic rank. The term "Faculty" does not include professional personnel who are counselors, librarians, student service personnel, or other administrative professional personnel.

#### **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, the President, and the Trustees. Tenure is to be granted only on the basis of clear, consistent evidence of performance above the level of that required for

retention and a demonstrated ability to appropriately use the privileges and discharge the responsibilities of tenure. Tenure cannot be acquired automatically by length of service. Tenure is granted and may be acquired only by an affirmative vote of the Trustees after receipt of an application for tenure and a favorable recommendation from the President. The decision to grant tenure is committed to the Trustees' sole discretion.

#### **b. Tenure - Nature of Privilege**

The tenure granted by the Trustees is in the department, program area, or other similar academic unit employing the candidate. Once tenured, Faculty members may be involuntarily terminated from the employing departments, program areas, or academic units only for cause or due to a reduction in force in accordance with Section IX. 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.

#### **c. Eligibility for Tenure**

##### ***i. 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. 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 will not create any rights, entitlements or expectations of retention with respect to the recipients' coaching assignments.

##### ***ii. Rank***

Only Faculty members who hold the academic rank of Assistant Professor, Associate Professor or Professor are eligible for an award of tenure.

##### ***iii. Probationary period***

The probationary period at Adams State University will be five (5) years which is defined as five (5) consecutive, full-time, annual probationary contracts. Temporary contracts and summer contracts will not be included in the probationary period. Academic years during which probationary Faculty members are on 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 will not be included in the probationary period. However, exclusion of such

academic year(s) from the probationary period will not make the preceding and succeeding annual probationary contracts nonconsecutive. Except in cases of termination due to a reduction in force, probationary Faculty members who resign or are nonrenewed during their probationary periods will 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 will be offered nonrenewable, terminal contracts for a sixth academic year of service and, barring a successful appeal of an adverse tenure decision, will be automatically nonrenewed at the end of their terminal contracts.

***iv. Terminal sixth year contracts***

**(a)** Terminal sixth year contracts will 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 will be for a term of one academic year, will be nonrenewable and, barring a successful appeal of an adverse tenure decision, will be automatically nonrenewed at the end of the contract term. Notice of nonrenewal need not be given to nonrenew Faculty member's terminal sixth year contracts.

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

**(d)** Faculty members employed under terminal sixth year contracts may be dismissed for cause or reduced in force during their contract terms. Reinstatement due to administrative or judicial reversal of the dismissal or reduction decision will be limited to the unexpired portion of the contract term unless the President 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 will be reduced before all other full-time Faculty members (probationary and tenured) in their program areas and will not have any retention rights.

#### **d. Immediate and Early Tenure**

Except as stated below, all Faculty members must complete five years of service at Adams State University in order to be eligible for tenure. A Faculty member shall be eligible for immediate or early tenure only under the following conditions:

*i.* Eligibility for early or immediate tenure has been recommended to the President by the tenured faculty of the affected department;  
or

*ii.* Eligibility for early or immediate tenure is recommended by the President at the time the new Faculty member's appointment is recommended to the Trustees.

*iii.* Probationary Faculty members who meet the minimum eligibility qualifications enumerated in Sections VII.B.2.d.i or ii above may be awarded early tenure during their third or fourth probationary contracts.

*iv.* 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, Scholarly/Creative Activity, 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 at other regionally-accredited, baccalaureate-granting institutions of higher education may be considered in evaluating candidates' performance.

**(c)** Unsuccessful early-tenure candidates may not reapply for tenure until the fifth year of their probationary period.

*v.* Academic officers shall be eligible for early or immediate tenure in accordance with Section VII.B.2.f.ii. (a) and (b) below.

Only faculty members who, with the approval of the President, are hired specifically to serve as Department Chair, and who have been tenured previously at an accredited four-year college or university, are eligible for immediate tenure.

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.

**e. Tenure Procedures**

*i.* The Vice President for Academic Affairs will notify probationary Faculty members beginning their fifth probationary contracts of the tenure application procedures and deadlines, and 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.

*ii.* The Faculty member requesting tenure initiates the process by submitting a formal letter of application and evidence folder to the Department Chair. A Department Chair seeking tenure will submit his or her letter of request to the Vice President for Academic Affairs.

*iii.* The evidence folder submitted by the candidate should document teaching effectiveness, scholarly development, and professional service. The folder will include the supporting evidence required for probationary Faculty seeking retention, and will be a cumulative folder of all years at the rank currently held. The supporting evidence required is listed below:

**(a) Supporting Evidence Required in Teaching**

- A brief self-evaluation of teaching that identifies the following:
  - Teaching accomplishments / strengths
  - Areas for improvement
- Syllabi from all courses taught during the evaluation period
- Student/Course evaluations from all courses during the evaluation period
- Copies of all classroom evaluations
- Department Chair evaluations
- Annual Retention Summary Reports
- Grade Distribution or Course GPA for all classes
- A teaching portfolio that contains materials from, but not limited to, those listed below, and that are relevant to the discipline:
  - Examples of assignments
  - Examples of tests & exams
  - Examples of student work in the discipline (with permission from the student)

Examples of student writing (with permission from the student)  
Examples of class presentations (with permission from the student)

**(b) Supporting Evidence Required in Scholarly / Creative Activity**

A brief self-evaluation of scholarly/creative activity that identifies the following:  
Accomplishments in scholarly/creative activity  
Areas for improvement

**(c) Supporting Evidence Required in Service**

- A brief self-evaluation of service to the department, university and community that identifies the following:  
Accomplishments in the area of service  
Areas for improvement

**(d) The Professional Performance Plan**

The self-evaluation component of the annual evidence folder will include a Professional Performance Plan that addresses plans for the following components:

- Improvement in areas of weakness
- Teaching/effectiveness in promoting student learning
- Research and/or scholarly/creative activity;
- Public service contributions to the institution and community
- Other activities, as appropriate to his/her academic discipline and/or professional assignments (e.g., linkages with the P-12 educational system, business-industry, social service agencies, or art studios)
- Activities and performance in light of department/program goals and priorities, which are reflective of Trustee and institutional goals and priorities
- Service or scholarly/creative activity as a priority in the coming year
- Except as specifically stipulated in the steps that follow, neither the Faculty member nor any subsequent reviewer may alter the contents of the submitted folder

**iv.** The Department Chair consults with the Vice President for Academic Affairs to confirm the candidate's eligibility for tenure. The Department Chair (or Vice President for Academic Affairs) forwards the evidence folder to the tenure committee. The Department Chair (or Vice President for Academic Affairs) also informs the tenured faculty in the department of the candidate's application for tenure and tenured faculty's responsibility to review the evidence folder and submit individual recommendation letters to the tenure committee. These recommendation letters will be placed in the candidate's personnel file upon completion of the review process, and will be subject to the same confidentiality stipulations as other file contents.

**v.** The committee appointed by the Faculty Senate for promotion from Assistant Professor to Associate Professor, will also serve as the campus-wide tenure committee. This committee is as outlined in Section VI.D.2.d.i. and is comprised of five members. Four members will be tenured Faculty members of Associate Professor rank or higher. They will broadly represent each of the following academic areas:

**(a)** Arts & Humanities: Art, Music, Sociology, and English/Theatre/Communications/Foreign Languages, History/Government, Psychology

**(b)** Science & Mathematics: Biology and Earth Sciences, Chemistry/Computer Science/Mathematics, Nursing

**(c)** Education, Counseling, and HPPE

**(d)** Business

The Faculty Senate President is charged with the responsibility of scheduling and convening the first meeting of the tenure committee. At this initial meeting the four members from the academic areas select the tenure committee chair from among themselves.

The fifth member of the committee, the Department Representative, shall be a senior tenured faculty member, holding the rank of Associate Professor or higher, from the candidate's department. (If the candidate's department does not have any senior faculty of the required rank, the fifth member shall be a senior tenured faculty member, holding the rank of Associate Professor or higher, from the candidate's academic area as defined above.) The Department Chair who will submit a separate written recommendation to the tenure committee (unless he or she

is the candidate) shall not serve as the Department Representative. The fifth member, the Department Representative, shall be elected by simple majority vote of the tenure-track faculty of the department. In addition to the Department Chair's recommendation, the tenured faculty of the candidate's department shall submit individual recommendations to the tenure committee.

*vi.* After all committee members review the letter of application, evidence folder, and Department Chair and faculty recommendations, the committee chair calls a meeting to consider the request. The candidate will not be present at this meeting. The committee members engage in a free and open discussion of the committee's general expectations and the candidate's fitness for tenure. Committee members may ask questions and express opinions pertinent to the letter, the evidence folder, the Department Chair and faculty recommendations, and the candidate's capabilities and areas for improvement.

*vii.* The committee will then meet with the candidate for tenure. Committee members may ask questions and express opinions pertinent to the letter, the evidence folder, Department Chair and faculty recommendations, and the candidate's strengths and areas for improvement. Upon completion of the discussion, the committee chair excuses the candidate and convenes the committee in executive session. Committee members review the discussion of the candidate's fitness for tenure and cast simple yes/no written ballots on the question of tenure and shall not abstain. All committee members vote and sign their ballots. (See Appendix, Section Two, Form H for sample tenure ballot.)

*viii.* The committee chair informs the candidate (and Department Chair if applicable) in writing of the committee's recommendation. A recommendation for tenure requires a simple majority of three votes in favor of granting tenure. The chair forwards the candidate's letter of application, the evidence folder, the Department Chair and faculty recommendations, and the committee ballots (hereafter referred to as the Tenure Packet) to the Vice President for Academic Affairs.

*ix.* The Vice President for Academic Affairs reviews the Tenure Packet and writes a recommendation; the complete Tenure Packet is then forwarded the President for review. The Vice President for Academic Affairs then informs the candidate and the tenure committee, in writing, of the Vice President for Academic Affairs' tenure recommendation.

*x.* The President reviews the Tenure Packet, writes a separate recommendation, and if the President's recommendation is favorable, forwards both to the Board of Trustees. The President informs the candidate and the tenure committee, in writing, of the recommendation concerning tenure.

*xi.* The Trustees will act on favorable tenure applications forwarded by the President no later than their regularly scheduled April meeting. The President will forward his/her recommendations to the Trustees using a standardized tenure recommendation form. Only favorable Presidential recommendations will be forwarded to the Trustees. The Trustees expressly delegate to the President the power to deny tenure applications by declining to recommend tenure candidates to the Trustees. All applications, ballots, documentation, and recommendations will be provided to the Trustees by the Vice President for Academic Affairs' Office if requested. Applications and Presidential recommendations will be considered in executive session. The Trustees will vote in open session to grant or deny tenure to candidates. The minutes of the open meeting will be the official and conclusive record of the Trustees' action. Thereafter, all applications, ballots, documentation, and recommendations will be placed in candidates' personnel files and, to the extent permitted by law, kept confidential. The decision of the Board of Trustees is final, non-grievable and non-appealable.

*xii.* It is paramount that the applicant meets the deadlines in Section V.B.

#### **f. Tenure and Academic Rank for Academic Officers**

The Trustees award Faculty rank and tenure, as defined in Sections VI and VII of this **Handbook**, to academic officers at Adams State University. An award of tenure under this subsection will entitle recipients to transfer to the Faculty as tenured Faculty members in accordance with Section VII.B.6.b. of this **Handbook**; it will 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 President in accordance with **Handbook** Section VII.B.7.

*i.* "Chief Academic Officer" means the Vice President for Academic Affairs of Adams State University.

#### *ii. Tenure policy*

##### **(a) New appointments**

The Trustees may grant Faculty rank and tenure to those chief academic officers who have been previously tenured

at regionally-accredited, baccalaureate-granting institutions of higher education, who are recommended for rank and tenure by the President, following the President's consultation with the campus-wide tenure committee outlined in Section VII.B.2.e.v.

**(b) Current academic officers**

The Trustees may grant Faculty rank and tenure to currently employed academic officers who have been previously tenured at a regionally accredited baccalaureate-granting institution of higher education and who are recommended for rank and tenure by the President.

**g. Notification & Appeal of Tenure Decisions**

*i. Time of Notice*

**(a)** Timely notification to candidates of their recommendations will be made by the Vice President for Academic Affairs and the President. If the President declines to recommend tenure and thereby denies a Faculty member's tenure application, timely notice of the President's decision must be given to the Faculty member. Notwithstanding the directory nature of administrative deadlines in this Handbook, giving of the President's notice of denial of tenure will be mandatory, not directory. Failure to notify a Faculty member of a Presidential denial of tenure does not entitle the Faculty member to tenure or to an appeal of the denial but will 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 will not constitute failure to notify the Faculty member for the purpose of this subsection. For the purpose of this subsection, the President will be deemed to act on the last day for Presidential action authorized by the detailed timetable published by the University in accordance with Section VII.B.3. of this **Handbook**, unless extended by the President for good cause.

**(b)** Eligible Faculty members who applied for tenure should be notified whether or not tenure was granted within twenty (20) working days following Trustee action on their applications.

**(c)** Candidates may withdraw their tenure applications at any time.

*ii. Content of notice*

**(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**

Faculty members who will not be considered for tenure for the eligibility reasons enumerated in Section VII.B.2.c of this **Handbook** should be notified of the reason(s) that they will not be considered for tenure. 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.

Faculty members whose application for tenure was denied by the President or the Trustees should be notified that they were not granted tenure. No statement of reasons or grounds shall be required or accompany any notice of denial of tenure. 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.

***iii. 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”.

***iv. Failure to give notice***

Faculty members will be deemed to have notice of tenure eligibility requirements and application deadlines and of the Trustees’ action on their applications. Thus the President’s failure to give notice in accordance with this subsection will not entitle any Faculty member to a tenured contract or renewal for a sixth probationary year. (However, pursuant to Section VII.B.2.g.ii.b. of this **Handbook**, Faculty members will be reconsidered for tenure in their sixth year if they were not notified of a Presidential decision to deny their tenure applications.)

***v. Delegation of authority to give notice***

The Trustees may delegate the authority to give the notices permitted by this subsection to the President.

## **h. Institutional Appeal Process for Denial of Tenure**

The appeal procedure enabling unsuccessful candidates to contest and obtain reconsideration of adverse tenure decisions by the President is outlined below. Reconsideration at the institutional level will be completed by FEBRUARY 15 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 will be final, non-appealable, and non-grievable.

### ***i. Eligibility for appeal of tenure decisions***

(a) Appeals of adverse tenure decisions are restricted to decisions made by the President. Candidates cannot appeal adverse tenure recommendations below the Presidential level.

### ***ii. Appeal from adverse Presidential tenure decisions***

(a) Within 45 days of receiving notification of an adverse tenure decision by the President, candidates may request reconsideration by submitting a written request to the President.

(b) The President confirms receipt of the request in writing within 15 working days after the date the request was received.

(c) The President meets with the appellant within 30 working days after the date the request was received. They discuss the appellant's specific rationale for requesting reconsideration and the institutional rationale for the President's adverse decision.

(d) Following the meeting, the President reviews the appellant's tenure application file. The appellant may provide additional information if the President agrees it is germane. This review occurs no later than SEPTEMBER 15 of the appellant's terminal sixth year contract.

(e) Following review, the President determines what further data, conferences or discussions, if any, are pertinent to reconsideration, and informs the appellant by OCTOBER 15.

(f) After all data and activities requested by the President are complete, the President meets with the appellant for a final discussion of findings, the appellant's response to those findings, and the date the President will inform the

appellant of a final decision. If the decision is positive, the President resubmits the revised application to the Trustees together with a narrative endorsement of the applicant's candidacy. The deadline for resubmission is JANUARY 15.

**(g)** The Trustees consider the revised application at their regularly scheduled March meeting. The President informs the appellant, in writing, of the Trustee's decision within 20 working days of the decision.

**(h)** A second adverse decision by the President is final, non-appealable and non-grievable.

***iv. Tenure Deadlines***

The President may make exceptions to these deadlines for good cause.

**3. Tenure and Promotion Calendar**

Promotion	Tenure	
	Sept 1	Office of the Vice President for Academic Affairs notifies P5 Faculty of tenure application procedures and deadlines.
Sept 15	Sept 15	Faculty applying for promotion and P5 Faculty seeking tenure submit letters requesting tenure and/or promotion and evidence folders to Department Chair.
Oct 1	Oct 1	Department Chair informs Faculty of appropriate rank in the department of the candidate's application for tenure and/or promotion and the tenured Faculty's responsibility to review the evidence folder and submit individual letters of recommendation.  Tenured Faculty in the four academic areas elect the members of the campus-wide tenure and promotion committees.  Departments select Departmental Representatives for tenure and promotion committees.
Nov 1	Nov 1	Department Chair completes the annual evaluation/conference for the tenure and/or promotion candidate. Faculty appealing the results of the annual performance evaluation must provide written notice to the Vice President for Academic Affairs with 10 working days of the evaluation conference.
Nov 15	Nov 15	Department Chair forwards the Tenure and/or Promotion Packets to the appropriate tenure/promotion committees.  Tenured Faculty of appropriate rank in the candidate's

		department submit letters of recommendation to the tenure/promotion committees.
<b>Promotion</b>	<b>Tenure</b>	
Feb 1	Feb 1	Tenure and promotion committees complete their deliberations.  Promotion committee chair informs the candidate in writing of the committee's recommendation and provides a copy of the Promotion Summary Report to the candidate.  Tenure committee chair informs the candidate in writing of the committee's recommendation.  Tenure and promotion committees forward the Tenure/Promotion Packets to the Vice President for Academic Affairs.
March 1	March 1	Vice President for Academic Affairs completes deliberations and sends tenure and promotion recommendations to the President.
March 15	March 15	President completes deliberations and informs the candidates and the tenure/promotion committees of tenure and promotion recommendations.

#### 4. Temporary Faculty

Temporary Faculty members are at-will employees hired for fixed contract terms, which will not exceed one fiscal year. Their employment ends automatically when their contract term expires and neither notice nor reasons shall be required to terminate their employment upon expiration. They may be terminated at any time during their contract terms, with or without cause and no statement of reasons for termination shall be required or accompany notice of termination nor compensation, whether as a buy out of the remaining term, liquidated damages, or other remuneration, except for compensation that was earned prior to the date of termination, prorated to such date. However, the President, in his/her discretion may undertake disciplinary action in accordance with the process set forth in Section VIII of this Handbook if circumstances warrant. If the Temporary Faculty member is dismissed as a result of such process, appropriate notices shall be given in accordance with that Section. The availability of this process for disciplining Faculty members does not change the fact that Temporary Faculty may be terminated at any time, with or without cause, and the President is not compelled to undertake the process set forth in Section VIII prior to terminating a Temporary Faculty member for cause. Temporary personnel will include the following:

- a. Full-time or part-time Faculty whose positions are funded by non-state appropriated funds such as grants and contracts. However, full-time Faculty 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 Faculty who are hired to fill temporary vacancies created by leave status of Regular tenured or probationary Faculty.

**c.** Full-time or part-time Faculty who possess less than minimal qualifications for the positions for which they are contracted.

**d.** Full-time or part-time Faculty who are hired on an emergency basis for whatever reason.

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

**f.** Any Faculty who are hired for less than 1.0 full year full-time equivalent.

**g.** Any Faculty who are retired from the institution.

**h.** Any Faculty who are hired in positions regarded as Temporary for any other reasons as stated in the "Special Conditions" on the employment contracts.

## **5. Administrative Personnel**

Administrative personnel are professional personnel who are not part of the classified system and who are not Faculty members as defined above.

## **6. Transfer From One Professional Status to Another**

### **a. Transfer from Faculty Status to Administrative Status**

Probationary and tenured Faculty members who transfer to full-time administrative positions retain the seniority earned as Faculty members and, if tenured, retain their tenure as Faculty members but will be issued administrative contracts. Probationary Faculty who transfer to full-time administrative positions may return to Faculty status subject to the availability of a position and to assurance that they are qualified to teach in their academic disciplines, however both the probationary contract and the administrative contract positions remain at-will. As more fully set forth in Section VII.B.2.c.iii., any academic year during which probationary Faculty members are employed as administrators for one or more semesters will not be included in their probationary periods. Tenured Faculty members who transfer to full-time administrative positions have the right to return to the academic department, program area or other similar unit in which they acquired tenure. Should a Faculty member's rights to return to the Faculty under this Section conflict with another Faculty member's retention rights under Section V of this

**Handbook**, the Faculty member with retention rights under Section V will 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 will be appointed to the position.

**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 position. 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.

Chief Academic Officers who were appointed with, or granted rank and tenure under Section VII.B.2.f of this **Handbook**, have the right to transfer to the academic department, program area or other similar unit in which they were tenured. This right will be subject to the limitations applicable to tenured faculty members returning to the Faculty from administrative positions under subsection a above.

**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 University 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 appointments must be given probationary contracts and begin anew the accrual of probationary service time.*

**7. 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 and if they have been awarded rank and tenure by the Trustees. The procedure applicable to a Faculty position is to be determined solely by the applicable provisions of this **Handbook**. The procedure applicable to an administrator position is to be determined solely by the applicable provisions of the *Adams State University Professional Personnel Handbook*.

## **8. Seniority**

Seniority will be based on years of full-time service in a particular professional status at an institution. Service time as an 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 will 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 as a Faculty member or administrator.

## **9. Waiver of Tenure and other Reemployment Rights**

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

## **10. Transitional Retirement Agreement**

### **a. Request for Transitional Retirement Agreement**

Retiring Faculty who wish to continue an employment relationship with the University on a reduced basis after retirement may request a transitional retirement agreement. A request for a transitional retirement agreement may be submitted in writing to the Human Resources Office six (6) months in advance of the anticipated date of retirement. Approval of requests for a transitional retirement agreement is committed to the President's sole discretion. Faculty requesting a transitional retirement agreement must make application for retirement benefits and receive approval from PERA or the ORP, as applicable, as a condition of beginning transitional retirement employment.

### **b. Duration and Timing**

A transitional retirement agreement may not extend beyond one fiscal year. The Faculty member ("transitional retiree") and the President may agree to an additional period or periods not to exceed one (1) fiscal year each. Such extensions are committed to the President's sole discretion. The total period of transitional retirement agreements may not exceed five (5) fiscal years and shall end no later than five (5) calendar years after the date of retirement. Transitional retirement employment may commence no earlier than the fiscal year following the effective date of the Faculty member's retirement.

### **c. Terms of Transitional Retirement Contract**

Transitional retirement agreements shall be negotiated on an individual basis and mutually agreed to by the retiring Faculty member and the President. Transitional retirees on contracts for 0.50 FTE or more during any fiscal year are eligible to participate in the University's group life, health and dental insurance plans on the same terms and conditions that apply to non-retired employees. Transitional retirees on contracts for less than 0.50 FTE during any fiscal year are eligible to participate in the University's retiree life, health and dental insurance plans, if available, on the terms and conditions applicable to other retirees. Transitional retirement agreements must contain the following:

- i.* specific detail as to the transitional retiree's schedule, assignments, duties and salary for the contract term.
- ii.* specification of the life and health insurance plans in which the transitional retiree may participate during his or her period of transitional employment.
- iii.* a release of the University and its trustees, employees and agents from all claims in any way arising out of or relating to the employee's employment at the University.

### **d. Employees-at-will**

A Transitional retiree relinquishes tenure upon retirement and is a Temporary employee-at-will hired for a fixed contract term. His/her employment term shall not exceed one-fiscal year and the agreement ends automatically when the contract term expires. Neither notice nor reasons shall be required to terminate a transitional retiree's employment upon expiration. A transitional retiree may be terminated at any time during the contract term, with or without cause and no statement of reasons for termination shall be required or accompany notice of termination. No compensation, whether as a buy out of the remaining term, liquidated damages, or any other form of remuneration, shall be owed or paid upon or after termination except for compensation that was earned prior to the date of termination, prorated to such date.

### **e. Limitation on Transitional Retirement**

Transitional retirees are solely responsible for complying with all applicable PERA or ORP restrictions and limitations necessary to avoid a reduction in retirement benefits. Transitional retirees are strongly encouraged to consult with PERA and/or their ORP plan administrator concerning their proposed transitional employment schedules to avoid suspension or reduction of retirement benefits.

## **VIII. DISCIPLINARY ACTIONS AND PROCEDURES**

Any Faculty member, whether tenured or non-tenured (Probationary or Temporary Faculty) may be subject to disciplinary action for cause, up to and including dismissal. Cause is defined in Section IX.A.1. of this Handbook. This policy does not change the fact that non-tenured Faculty members are at-will employees who may be terminated at any time with, or without cause and no statement of reasons for termination shall be required or accompany notice of termination, unless the President, in his/her discretion undertakes disciplinary action in accordance with the process set forth in this Section, in which case the non-tenured Faculty member shall be given notice of the outcome of the disciplinary action in accordance with this policy. For non-tenured Faculty, the President's decision with respect to disciplinary action is final. Only tenured Faculty may appeal disciplinary sanctions in which case appropriate notices shall be given in accordance with that Section. The availability of this process for disciplining Faculty members does not change the fact that non-tenured Faculty may be terminated at any time, with or without cause, and the President is not compelled to undertake the process set forth in this Section prior to terminating a non-tenured Faculty member.

### **A. Disciplinary Procedures**

#### **1. Investigation**

The President, upon receipt of any credible information indicating that a Faculty member has engaged in conduct that, if true, constitutes a violation of University policies may investigate the circumstances in accordance with this Disciplinary Procedure Policy. Where the alleged conduct, if true, is in violation of the Anti-discrimination Policy, the matter shall be referred to the Affirmative Action Coordinator who shall offer the complainant the opportunity to pursue the matter under the University Discrimination Grievance Policy. Regardless of whether the complainant pursues the matter under the University Discrimination Grievance Policy the matter shall be investigated and the President shall take such action as he/she deems necessary to promptly resolve all allegations of discrimination so as to end any present discrimination, protect against future discrimination and remedy past discrimination, in a manner that does not unreasonably burden the complainant.

**a.** The President may personally investigate the circumstances or may appoint another individual or committee to investigate. Outside investigators not employed by the University may be appointed to investigate or assist in an investigation. The President shall request a written report from any committee or individual appointed to investigate and may seek recommendations from appropriate supervisory personnel as to appropriate disciplinary sanctions.

**b.** The written report shall include a summary of disputed and undisputed facts, a recommendation as to whether the facts demonstrate reasonable grounds to believe that the Faculty member engaged in conduct that

constitutes a violation of the policy(ies) contained in the notice, and a recommendation as to appropriate discipline, if any.

## **2. Further Action**

Upon review of the investigation report, the President may refer the matter for further investigation if necessary. When the President is satisfied with the investigations, he shall determine whether further action will be taken.

**a.** If the President determines that further action is not warranted, the President may dismiss the matter or undertake appropriate non-disciplinary measures to address the matter. The President shall give the Faculty member confidential written notice of this determination. The President's decision to dismiss or undertake non-disciplinary measures is final, non-appealable and non-grievable.

**b.** If the President determines that disciplinary action may be appropriate, the President shall schedule a Presidential Meeting. The President shall give confidential written notice by certified mail, return receipt requested, or by hand delivery, to the Faculty member of the time, date and place for the Presidential Meeting which shall not be less than five (5) working days from the date the notice is given. The Faculty member and the President may agree to conduct the meeting at an earlier time by mutual consent. The notice shall include a copy of the confidential investigation report. The notice shall include, either on its face or as part of the investigation report, the charges and factual bases therefore, the identity of the witnesses upon whose information the charges are based, the sanctions that may be imposed for the alleged conduct, and notice of the Faculty member's right to be accompanied at the Presidential meeting by an advisor. The notice may also include a proposed disciplinary sanction(s). The Faculty member may provide a written reply to the charges and proposed action. The reply shall be submitted to the President as appropriate, no less than three (3) calendar days prior to the Presidential Meeting. The reply shall identify the Faculty member's advisor, if any, by name and title (including an indication of whether the advisor is an attorney). If, in the reply, the Faculty member accepts a disciplinary sanction(s) proposed by the President, no further proceedings will be undertaken.

## **3. Procedures for Presidential Meeting**

The purpose of the meeting is to permit the Faculty member to provide an explanation and to permit the President to assess the charges, the available facts and appropriate discipline. The Faculty member and the President may designate an advisor to attend the Presidential Meeting, but the advisors may not participate directly in the proceedings. Any statements made at the meeting, including the written response submitted by the Faculty member (if any), shall be admissible in evidence in any subsequent proceeding. The Faculty member shall be given an

opportunity to admit or refute the charges and to present information regarding mitigating circumstances or affirmative defenses. The President will not take witness testimony but may accept written statements. Oral and written statements to the President, including the written response of the Faculty member (if any) shall be admissible in evidence at any subsequent proceeding. All written materials submitted to the President shall be made available to the Faculty member. The meeting with the President shall be closed to all but the Faculty member, the President, and their respective advisors.

#### **4. Notice of Decision and Appeal Rights**

Within ten (10) working days after the Presidential meeting (or if the Faculty member declines to attend the meeting, within ten (10) calendar days after the scheduled date of the meeting), the President shall give written notice of his/her decision to the Faculty member via certified mail, return receipt request, or by hand delivery. The notice shall indicate whether the President finds reasonable grounds to believe that charges are true and what, if any disciplinary sanctions will be imposed. If a disciplinary sanction is imposed, the notice shall specify the charges on which the discipline is based, the information relied on in substantiating the charges, the disciplinary sanction imposed, the effective date of the sanction, and for Tenured Faculty, the right to appeal to a hearing officer in accordance with Section IX.C.

#### **5. Sanctions**

The President may impose the following disciplinary sanctions.

- a. Suspension
- b. Demotion
- c. Reassignment to a position with a substantial change in pay or benefits
- d. Reduction in salary or reduction/denial of a salary increase
- e. Ineligibility to serve on an official campus body
- f. Dismissal
- g. Apology
- h. Reassignment to another position without substantial change in pay or benefits, additional supervision requirements, or other specific corrective or improvement measures reasonably related to the substantiated charges.
- i. Verbal or written warning

j. Verbal or written reprimand

k. Participation in rehabilitation, remedial instruction, counseling, training or service-related activity

l. Other reasonable actions specifically tailored to address the matter in question.

## **6. President's Decision**

The President's decision is final, non-appealable and non-grievable with respect to all disciplinary sanctions, up to and including dismissal, applied to Probationary and Temporary Faculty. The decision shall become effective on the date upon which it is issued unless otherwise stated in the decision. Tenured Faculty may appeal disciplinary sanctions listed in VIII.A.5. a-f. ("Appealable Disciplinary Sanctions").

## **7. Progressive Discipline Not Required**

The disciplinary sanctions listed in Section VIII.A.5. a-f. need not be administered progressively. Two or more of the sanctions may be imposed concurrently. The severity of the sanctions should be reasonably proportional to the nature and gravity of the conduct. Prior disciplinary actions may be taken into account in making a determination of the appropriate sanction.

## **8. Final Action**

If a Tenured Faculty member chooses not to appeal notice of an Appealable Disciplinary Sanction, the Action shall become final without further proceedings or notice to the Tenured Faculty member. An appeal shall not stay or delay the effective date of the sanction specified in the notice of Disciplinary Action, except termination or an Appealable Disciplinary Sanction will not be effective until the conclusion of termination proceedings or appeal pursuant to Section IX.C.

## **9. Appeal**

The procedures for appeal shall be as set forth in Section IX.C. of this Handbook. The hearing shall be closed, unless the Faculty member requests a name clearing hearing in conjunction with the appeal hearing, in which case the portion of the hearing on the name clearing issues shall be open. The portion of the hearing on the appeal shall be closed.

## **10. Public Name Clearing Hearing**

Any Faculty member may request a public name clearing hearing if the Faculty member has reasonable cause to believe, and submits to the President a written request setting forth facts that, if true, show that published statements or public actions of the University in the course of disciplining the Faculty member have

falsely impugned the good name, reputation, honor or integrity of the Faculty member. A Tenured Faculty member appealing an Appealable Disciplinary Sanction may request that the appeal hearing also serve as a public name clearing hearing, in which case the hearing shall be open, except that the hearing officer may order that certain portions of the hearing be closed for the taking of evidence where necessary to protect specific and identified privacy rights of witnesses.

## **B. Suspension During the Pendency of Disciplinary or Criminal Proceedings**

### **1. Definition**

Suspension during the pendency of disciplinary or criminal proceedings is a temporary measure meant to protect Faculty, staff, students, or the institution. A suspension imposed under this Section is not itself a disciplinary sanction. A Suspension preceded by prior notice is referred to as Temporary Suspension. An immediate suspension without prior notice is referred to as a Summary Suspension. Both are temporary in nature. The type of suspension imposed depends on the President's reasonable belief as to the threat posed by the Faculty member.

### **2. Grounds**

**a. Temporary Suspension:** Faculty may be subject to a Temporary Suspension with full pay and benefits if the President has a reasonable belief:

*i.* That a Faculty member poses a threat to the physical or psychological well-being of members of the university's Faculty, staff, or student body OR;

*ii.* That the presence of a Faculty member on campus threatens to impair or disrupt the institution's teaching, administrative, or other functions; AND

*iii.* The Faculty member: is alleged to have engaged in conduct that if true, justifies termination for cause under Section IX.A, or has engaged in conduct that if true, violates other University policies intended to protect the health, safety, welfare or legal rights of the university's Faculty, staff, or student body or adopted to facilitate compliance with the university's legal obligations (e.g. anti-discrimination policies); or (d) has been charged by law enforcement authorities with a felony criminal offense.

**b. Summary Suspension.** Faculty may be subject to a Summary Suspension with full pay and benefits if the President has a reasonable belief:

*i.* That a Faculty member poses an *imminent* threat to the physical or psychological well-being of the member's or the university's Faculty, staff, or student body OR;

*ii.* That the presence of a Faculty member on campus poses a threat of *substantially* impairing or disrupting the institution's functions. Notice of summary suspension may be given by any practicable means. No more than five (5) working days after a Faculty member has been summarily suspended the individual shall be given notice of the reasons that the President believes the summary suspension is justified.

### **3. Procedures**

#### **a. Temporary Suspension.**

Before an individual is subject to Temporary Suspension, the Faculty member shall be given written notice of the reasons that the President believes that the suspension is justified and the factual basis for such belief. Notice shall be given by certified mail, return receipt requested, or by hand delivery. Five (5) working days thereafter, or at such other time as mutually agreed, the Faculty member shall be offered an opportunity to meet with the President to contest the reasons for the suspension, present mitigating circumstances or affirmative defenses, or otherwise explain his or her conduct. The Faculty member may submit a written reply to the President before the day of the meeting. The meeting shall be conducted under the procedures established for a Presidential Meeting pursuant to Section VIII.A.,. Within ten (10) working days after the meeting, the President shall either: (i) suspend the Faculty member; or (ii) decline to suspend the Faculty member. Notice of the President's decision shall be given to the Faculty member either by certified mail, return receipt requested, or by hand delivery.

#### **b. Summary Suspension.**

Notice of summary suspension may be given at any time and by any practical means and shall be effective immediately. No more than three (3) working days after a Faculty member has been summarily suspended the Faculty member shall be given written notice of the reasons and the factual basis the summary suspension. Five (5) working days thereafter, or earlier if by mutual agreement, the Faculty member is entitled to meet with the President to contest the reasons for the suspension, present mitigating circumstances or affirmative defenses, or otherwise explain his or her conduct. The Faculty member may submit a written response to the President before the day of the meeting. The meeting shall be conducted in accordance with Section VIII.A.3. Within ten (10) working days after the meeting, the President shall either: (i) continue the Faculty member's suspension by converting it to a temporary suspension; or (ii) rescind the

summary suspension. Notice of the President's decision shall be given to the Faculty member either by certified mail, return receipt requested, or by hand delivery.

#### **4. Duration of Temporary Suspension**

**a.** The duration of a Temporary Suspension during the pendency of a disciplinary or similar proceeding shall be until: (i) the President or tribunal decides that the Faculty did not engage in prohibited conduct; or (ii) the effective date of any disciplinary or other sanction imposed under Section VIII or other University policy; or (iii) the date the Faculty member successfully appeals the disciplinary or other sanction, whichever is applicable.

**b.** The duration of a Temporary Suspension during the pendency of a criminal proceeding shall be until: the final disposition of the criminal charge(s) by the criminal justice system (excluding non-interlocutory appeals). If the university subsequently commences termination proceedings against the Faculty member 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.

**c.** Notwithstanding the foregoing paragraphs regarding duration of an administrative suspension, the President, in his/her sole discretion, may rescind a Summary or Temporary suspension at any time.

**d.** Except as otherwise provided by law or regulation, salary and benefits shall remain in force for the duration of any Summary or Temporary Suspension.

**e.** Unless granted written permission by the President, a Faculty member under suspension may not come onto University premises for any reason, may not access campus electronic mail or the campus computer system, may not utilize University credit cards, may not incur any expenses on behalf of the University or make any commitments on behalf of the University, may not represent or purport to represent the University in any capacity and may not attend University extra-curricular activities. Additional specific requirements of a suspension may be indicated by the President in the notice of suspension.

## **IX. TERMINATION OF FACULTY AND REVIEW OF APPEALABLE DISCIPLINARY SANCTIONS**

### **A. Grounds for Termination of Faculty**

Tenured Faculty may be terminated only pursuant to a reduction in force or for cause. Probationary and Temporary Faculty may be terminated pursuant to a reduction in force, for cause, or at any time with or without cause with no statement of reasons or grounds required or accompanying the notice of termination. When the University provides notice of termination for cause, 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 from a supervisor or superior that is within the authority of that supervisor or superior to issue or promulgate).
- e.** Moral turpitude.
- f.** Incompetency (the inability to perform in a manner considered to be minimally adequate according to institutional standards).
- g.** Notwithstanding competency, the failure to meet standards of performance included in this **Handbook**, 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.
- h.** Failure to fulfill any written provision of any employment contract.
- i.** Violations of Standards of Professional conduct as described in Section II of this **Handbook**, or other conduct in violation of this Handbook or

Trustee policy. The nature, gravity, and/or frequency of the conduct dictates the appropriate disciplinary sanction(s), up to and including dismissal.

j. Verbal or written misrepresentation of qualifications, background or accomplishments in connection with securing employment, promotion or tenure.

## **2. Reduction in Force**

- a. There is a justifiable change in program.
- b. A significant decline in state appropriations or other revenue creates a need for the institution to reduce expenses.

## **3. Additional Provisions Respecting Reductions in Force**

The following procedures shall govern reductions in force and shall control over any other policy or procedure.

a. The determination that one or more of the grounds for Reduction in Force exists shall be made by Trustees after receiving a recommendation from the President. In making this recommendation, the President shall consult the Chief Financial Officer (CFO), the Vice President for Academic Affairs, and Department Chairs before making a recommendations to the Trustees.

### **b. Priorities for identifying Faculty to be terminated for reasons of reduction in force:**

*i.* Normal attrition shall be considered prior to staff reduction. Part-time Faculty in the program area shall be reduced prior to staff reduction of any other Faculty members, except where reduction of part-time Faculty before other Faculty would have a significant impact in a program area. Transitional retirees in the program area need not be reduced prior to the reduction of other Faculty members.

*ii.* If additional reductions beyond those specified in Section IX.A.3.b.i are necessary, such reductions will be based on financial needs and/or programmatic needs at the University. To determine whether reductions are necessary based on financial need, the CFO shall consult with the appropriate program Department Chair and Vice President for Academic Affairs, and may consider available sources of funding or revenue, current and past budgets, expenses, and any other factors he or she may deem relevant. To determine programmatic needs, the institution will conduct a "program priority analysis" to establish a priority

ranking of its academic programs, and/or as appropriate, program components or courses within programs. Criteria for establishing priorities at the program or course level may include: 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 "program priority analysis" will be carried out under the direction of the Vice President for Academic Affairs and involve the appropriate program Department Chair. Following the analysis of financial and/or programmatic needs, the institution may find it necessary:

**(a)** To terminate one or more entire programs and reduce accordingly all Faculty members in the program affected.

**(b)** To reduce within programs.

*iii.* Should reduction within a program become necessary, the following procedure shall be used:

**(a)** The appropriate program Department Chair and Vice President for Academic Affairs shall conduct a systematic review of Faculty qualifications and the budget of the program area, which review should include tenure status, years of service at the University, rank, academic preparation, teaching performance, the length and nature of teaching experience, and other relevant factors. The reviewers shall utilize information to be found in pertinent records, including budgets, academic credentials, annual performance reviews, and formal peer, supervisor, and student evaluations. Unless the program or budgetary needs require otherwise, tenure status and years of service at the University shall be given more weight in this analysis but are not conclusive factors.

**(b)** Following this review, the Vice President for Academic Affairs, in consultation with the Department Chair, shall prepare a list of all Faculty in the program listing Faculty from most qualified to least qualified. Reductions shall occur in the order of ranking, with least qualified Faculty being dismissed first.

**(c)** Before such rank lists of the Faculty in a program are utilized, they must be approved by both the President and the Trustees. The President shall review the list, and if he or she approves it, the list shall be presented to the Trustees for approval. If either the President or the Trustees do not

approve the list, it shall be remanded to the Vice President for Academic Affairs for reconsideration.

**c.** Eligibility for possible dismissal of Faculty because of reductions in force shall be based on the professional status of the individual at the time of the required reductions.

**d. Affirmative Action**

The institution will take into account its approved affirmative action plan and objectives in any dismissal decision. However, affirmative action plans will not supersede the priority rules established by Section IX.A.3.b. of this **Handbook**.

**e. Notice Period**

*i.* When a Faculty member's employment is to be terminated because of program reduction or elimination, and is not based on the reasons set forth in Section IX.A.2.b of this **Handbook**, the Faculty member shall be given notice as follows:

**(a)** A Faculty member who has tenure shall be given one hundred and eighty (180) days notice.

**(b)** A Faculty member who does not have tenure shall be given sixty (60) days notice.

*ii.* When a Faculty member's employment is to be terminated, in whole or in part, for any of the reasons set forth in Section IX.A.2.b of this Handbook, the University shall make reasonable efforts to give the same notice as set forth in Section IX.A.3.e.i above. The University is not required to give such notice if, in the discretion of the President, a shorter period is necessary to maintain the University's educational programs and financial stability.

**f. Type of Notice**

The President, or his or her delegee, shall provide the Faculty member whose employment is to be terminated with written notice, delivered via registered mail, return receipt requested, or hand delivery.

**g. Content of the Notice**

The notice shall include:

*i.* The effective date of the dismissal.

*ii.* A statement of the condition(s) requiring dismissal of the Faculty member, including a general description of the procedures followed in making the decision and a disclosure of pertinent information upon which the decision was based.

*iii.* A statement of the Faculty member's right to request reconsideration of the decision if he or she asserts that the decision was arbitrary and capricious.

*iv.* A copy of Section IX.A.3 of this **Handbook**.

#### **h. Dismissal if reconsideration not requested**

The dismissal shall be effective on the date set forth in the notice, without recourse to any university appeal or grievance procedure, if the Faculty member does not make a written request for reconsideration within 14 calendar days from the date the Faculty member receives the notice.

#### **i. Request for Reconsideration**

If the Faculty member believes that the dismissal was arbitrary or capricious, he or she may request reconsideration. The request for reconsideration shall be made in writing and within 14 calendar days after the Faculty member receives the notice of dismissal. The request shall be addressed to the President, sent via certified mail, and postmarked within the time limit. The request shall state, with specificity, the reason(s) why the Faculty member believes the decision to terminate his or her employment was arbitrary and capricious and shall include a short, plain statement of the facts the Faculty member believes support his or her contentions. The President shall review a request for reconsideration submitted by a non-tenured Faculty member and issue a final, non-appealable decision.

#### **j. Reconsideration Procedure**

If a tenured Faculty member makes a timely request for reconsideration, the request for reconsideration shall serve as the request for hearing. The hearing process shall be conducted in accordance with Section IX.B.4. The burden shall be on the tenured Faculty member to prove, by clear and convincing evidence, that the decision to terminate his or her employment was arbitrary and capricious.

### **B. Dismissal of Faculty**

#### **1. Grounds for Dismissal of Faculty**

Any Faculty member may be dismissed for reasons listed under Cause or under Reduction in Force. The procedures applicable to dismissal because of Reduction

in Force are set forth in Section IX.A.3 above. Discipline for cause of non-tenured faculty members up to and including dismissal is addressed in Section VIII, Disciplinary Actions and Procedures.

## **2. Notice of Dismissal of Tenured Faculty for Cause**

### **a. Time of Notice**

Notice of dismissal may be given at 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, return receipt requested to the address shown on personnel records of the institution.

### **c. Source of Notice**

The Trustees delegate to the 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 tenured Faculty member of the effective date of the dismissal and any right to further process provided by this **Handbook**.

## **3. Effective Date of Dismissal of Tenured Faculty for Cause**

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

*i.* 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.

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

#### **4. Tenured Faculty Appeal of the Decision of Dismissal for Cause, Appealable Disciplinary Sanction, or Reduction in Force**

Any Tenured Faculty member who has been notified of his or her dismissal for cause or has been notified by the President that an Appealable Disciplinary Sanction has been imposed pursuant to Section VIII.A., or whose request for reconsideration of a dismissal for reduction in force has been denied may appeal the decision to a hearing officer as described in Section IX.C.

### **C. Formal Review of Dismissal or Appealable Disciplinary Sanctions for Tenured Faculty**

#### **1. Hearing Officer Review**

- a.** The tenured Faculty member is entitled, upon timely application, to a full and fair hearing before a hearing officer in accordance with this subsection. It is solely the tenured 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 President within seven (7) calendar days after notice of an Appealable Disciplinary Sanction.
- c.** Upon receipt of a timely application for hearing before a hearing officer, the tenured Faculty member and President shall select a hearing officer from a panel of three individuals appointed biennially by the Trustees. The tenured 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 University except that the tenured Faculty member and the University shall each be responsible for expenses incurred at their individual requests during the grievance process, such as the expenses for transcripts, witnesses, and attorneys.
- e.** The hearing before a hearing officer for tenured Faculty members is governed by the provisions of this subsection. The tenured 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 active participation of legal counsel by the Attorney General. The hearing officer shall give notice of a hearing to be held within five working days after the hearing officer's initial appointment unless an extension is necessary to serve the interest of justice, as determined by the hearing officer. The notice of dismissal and the reply or request for reconsideration of the tenured Faculty member shall be deemed to be the pleadings for purposes of the hearing, except that the tenured Faculty

member may amend his or her reply or request for reconsideration no later than three working days before the commencement of the hearing. The burden of going forward with the evidence and the burden of persuasion, which shall be by a preponderance of the evidence, rest upon the University with respect to the grounds for Appealable Disciplinary Sanction and with the tenured 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 that is not relevant either to a ground stated in the notice or to an assertion contained in the reply or request for reconsideration.

**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.

## **2. Trustees' Review**

**a.** Following an appeal and/or name clearing hearing, the hearing officer shall promptly transmit his or her initial decision, along with the record and the findings of fact and conclusions, to the Chair of the Board of Trustees, the tenured Faculty member and the President for review by the Trustees.

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

**c.** Upon timely appeal, the Trustees shall review and take action on the initial decision of a hearing officer.

**d.** If appealed, an Appealable Disciplinary Sanction (or any modification(s) thereof) shall become final if and when it is adopted in the final decision of the Trustees.

**e.** The President may, at any time rescind any Disciplinary Sanction by notifying the tenured Faculty member in writing that the sanction has been rescinded. In such event, any hearing or review proceeding pending with respect to that disciplinary action shall cease.

### **3. 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. Judicial review shall not delay or stay the enforcement of any disciplinary sanction unless the court orders otherwise.

### **4. Mootness of Proceedings**

- a.** If the issues raised by a notice of Appealable Disciplinary Sanction become moot (i.e., immaterial or academic), any hearing or review proceedings pending with regard to that Appealable Disciplinary Sanction shall cease.
- b.** The issues raised by the Appealable Disciplinary Sanction become moot when the notice is rescinded by the President and written notification of such rescission is mailed to the tenured Faculty member or upon resignation of the tenured Faculty member.

## **X. LEAVES OF ABSENCE**

### **A. Sabbatical Leave**

#### **1. Eligibility**

Tenured Faculty members are eligible for a paid sabbatical leave when they have completed seven academic years of continuous service at Adams State University. A maximum of one academic year per fiscal year may be accrued toward sabbatical leave eligibility. Credit toward eligibility may not be earned by service during summer sessions or mini-terms except when such service is the result of redistributed load. Service accrued toward eligibility for a sabbatical leave will be lost by interruption of employment with Adams State University, but accrued service will not be lost because of a leave without pay or non-employment during the summer sessions. Similarly, a Faculty member terminated due to a reduction in force and subsequently rehired will 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 Adams State University will not count as service accrued toward sabbatical leave eligibility.)

No Faculty member will be eligible for or granted more than one sabbatical leave every seven academic years. A Faculty member who has been granted a sabbatical will 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 perform the research or other work indicated in his or her sabbatical plan will be ineligible for subsequent sabbatical leaves.

#### **2. Procedures and Criteria for Granting Sabbatical Leaves**

Adams State University has developed the following procedures for selecting applicants to be recommended to the President and Board of Trustees for sabbatical leaves. These procedures comply with section 23-5-123, C.R.S. (as amended).

##### **a. Procedures**

No Faculty member will take a sabbatical leave unless the Trustees have approved it in advance.

A Faculty member who is eligible for a sabbatical leave under Section X.A.1. may apply for leave by submitting an application and a Request for Leave Form (Appendix, Section Two, Form I) to his or her Department

Chair (or Vice President for Academic Affairs if a Department Chair is applying for sabbatical). The application will include a detailed sabbatical plan that:

*i.* Specifies the research or other work to be performed during the sabbatical. If the research or other activity depends upon the availability of grant funding, specialized equipment, or other resources, the sabbatical plan should include a contingency plan outlining the work that will be performed in the event the anticipated resources are not available.

*ii.* Specifies how the sabbatical activity will result in the Faculty member's professional growth, how it will enhance the University's reputation and the students' educational experiences at the University, and how it will increase the overall level of knowledge in the Faculty member's area of expertise.

*iii.* Specifies the goals that the Faculty member plans to achieve while on sabbatical leave.

The members of the applicant's department, the Department Chair (or Vice President for Academic Affairs), and the Vice President for Academic Affairs will review the Faculty member's sabbatical leave application and the Chair and Vice President for Academic Affairs each submit a recommendation for approving or denying the application to the President. The President will review the application and recommendations and may either approve or deny the application. Only applications approved by the President will be transmitted to the Board of Trustees for final action. Upon receipt of an application approved by the President, the Board of Trustees will either grant or deny the leave.

#### **b. Criteria**

The following criteria will be considered in reviewing and acting on sabbatical leave applications:

*i.* The Faculty member's proposed activities while on sabbatical.

*ii.* The individuals who will be involved in such activities.

*iii.* The benefits to be received from such activities by the Faculty member, the University, and the students at the university.

### **3. Final Sabbatical Reports**

#### **a. Procedure**

*i.* Within sixty days of the last day of the semester (or, if the sabbatical lasts two semesters, the second semester) in which the sabbatical was taken, the Faculty member will submit a final sabbatical report to the Department Chair (or Vice President for Academic Affairs) who forwards it to members of the department. After the members review the report, the Chair calls a meeting to consider the report. The Faculty member will be present at this meeting. The Faculty member and department members engage in a free and open discussion. They ask questions and express opinions pertinent to the report.

*ii.* The sabbatical report will 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 of whether the Faculty member performed the research or other work indicated in the 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.

*iii.* Upon completion of the discussion, the Department Chair excuses the Faculty member and convenes the department members in executive session. Members cast simple yes or no written ballots on the question of whether the Faculty member performed the research or other work indicated in the sabbatical plan. All members vote and sign their ballots. Ballots do not require reasons for the committee members' votes.

*iv.* The Chair informs the Faculty member and department in writing of the department members' recommendation. A recommendation that the Faculty member performed the research or other work indicated in the sabbatical plan requires a simple majority vote. The Chair forwards department members' recommendation to the Vice President for Academic Affairs.

*v.* The Vice President for Academic Affairs writes a separate recommendation to the President. The Vice President for Academic Affairs informs the Faculty member in writing of his or her recommendation.

*vi.* If the Vice President for Academic Affairs' recommendation differs from the Department's, the Vice President for Academic Affairs will explain his or her recommendation to them in writing within 15 days.

*vii.* The President informs the Faculty member, department members, and the Vice President for Academic Affairs of the President's decision.

#### **b. Appeal of Department Members' Recommendation**

*i.* Faculty members wishing to appeal the department member's recommendation will give written notice to the Vice President for Academic Affairs within ten (10) working days of the conference at which he or she receives the department members' recommendation. The notice will state the grounds of appeal.

*ii.* Appeals will be heard by the Institutional Appeals Committee (IAC), which serves in an advisory capacity to the Vice President for Academic Affairs. The IAC will be composed as set forth in Section IV.E.7.b.

*iii.* The Vice President for Academic Affairs will convene the IAC, which will elect its own chair and establish procedures for reviewing appeals. The IAC will have access to the Sabbatical Leave Plan and the Final Sabbatical Leave Report and may, after consulting the Vice President for Academic Affairs, request additional information.

*iv.* The IAC will submit a written report to the Vice President for Academic Affairs.

*v.* The Vice President for Academic Affairs will review the department members' recommendations and the report from the IAC, may confer with any or all parties to the appeal, and will recommend a decision to the President, who will make the final, non-appealable and non-grievable decision. The Vice President for Academic Affairs will notify the Faculty member and the department members of the results of the appeal prior to issuance of the Faculty member's next annual contract.

*vi.* A Faculty member who has been found not to have performed the research or other work indicated in the sabbatical plan will be ineligible for subsequent sabbatical leaves.

#### **4. Other Terms and Conditions of Sabbatical Leaves**

##### **a. Compensation**

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 President.

**b. Return to active service**

Faculty granted sabbatical leave must agree in writing to return to active service at the University at the end of the leave for a period of not less than two semesters or to reimburse the university in full for all salary and benefits paid during the leave. The President must approve exceptions to this policy.

Upon returning from sabbatical leave, Faculty members will hold at least the same rank and receive the same salary, seniority, and tenure status as if the leave had not been taken.

A sabbatical leave for an academic year at half pay is counted as a service year for PERA retirement only if the person on leave agrees to pay the PERA retirement contribution based on his or her full salary. Participants in the State Colleges Defined Contribution Pension Plan (DCPP) should make arrangements with the payroll office regarding DCPP contributions during paid leaves. Leave recipients' eligibility for health, life, and long-term disability insurance coverage is conditional on the Trustee Policy Manual 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.

**c. Accountability**

Every participant in the process of applying for, approving, and granting sabbatical leaves is responsible for ensuring that the leave satisfies the requirements of the policy detailed in this **Handbook**. Any participant who applies for and receives, approves or recommends a sabbatical leave knowing that it is not authorized under the foregoing policies and statute may be held personally liable for all salary, benefits, or other compensation paid to the recipient by the University or Trustees.

**5. Leave Without Pay (Excluding Unpaid Leave Authorized by the Family and Medical Leave Act of 1993)**

The President may grant Faculty a leave without pay to engage in professional or personal activities deemed acceptable. Normally, leaves without pay are limited to a maximum of two years. The application process and procedures are the same as for sabbatical leaves, except as provided in Section X.E. or where clearly inapplicable.

**6. Calendar: Sabbatical Leaves and Leaves Without Pay (Excluding Family and Medical Leave Act)**

<b>Sabbatical leaves and leaves without pay</b>	
December 1	Faculty member applies for leave (during the next academic year) by submitting form in Appendix, Section Two, Form I to Department Chair.
December 15	Department Chair forwards application recommendation to Vice President for Academic Affairs.
January 15	Vice President for Academic Affairs' recommendation to President.
February 15	President notifies applicant of his or her decision and makes a recommendation to the Trustees.

**B. Administrative Leave**

**1. All Professional Personnel, including Faculty.**

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

**2. Approval of Administrative Leave**

Board of Trustees approval for administrative leave is not required unless otherwise provided by law, but leave in excess of ten (10) working days will be reported to the Board of Trustees.

**C. Accountability**

Every participant in the procedure when applying for, approving and granting sabbatical and administrative leaves 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, C.R.S. or these policies may be

held personally liable for all salary, benefits, or other compensation paid to the recipient by the University or Board of Trustees.

#### **D. Production of Leave Records and Policies to the Legislature**

The Board of Trustees will 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 Colorado Senate and House of Representatives of the General Assembly and the Colorado Commission on Higher Education upon request. In addition, the Trustees will distribute copies of sections containing information on sabbatical leave of this **Handbook** and all university sabbatical leave policies approved by the Board of Trustees, with amendments as necessary, to the Colorado 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)**

Faculty may be granted a leave without compensation to study, to conduct research, to travel in connection with study or research, to hold a Temporary appointment at another institution of higher learning or in government service, for medical reasons, or to engage in other activities that are deemed acceptable by the President.

Leave Without Pay is normally granted for no more than one year. Regular Faculty who are granted Leave Without Pay and who wish to request an additional period of Leave Without Pay shall be required to request that additional period in writing by October 1 of the year of their current Leave. In order to assure that the needs of the institution are met, upon written approval of a request for an initial or additional request for leave without pay, the requesting Faculty member must take such Leave Without Pay unless the President agrees in writing to restore the Faculty member to active status. In order to support department long-range planning and budgeting, Leave Without Pay shall not exceed two successive years and leave requests will only be reviewed in accordance with the approved calendar; provided however, that the President, in consultation with the regular Faculty of the department, may make exceptions to these requirements when the best interests of the University so require.

#### **F. Sick Leave**

##### **1. General**

Full-time Faculty members will be granted 66 workdays of fully paid sick leave (“sick leave”) per fiscal year at the salary in effect at the time the sick leave is used. If a Faculty member has exhausted both his/her paid sick leave and any unpaid personal medical leave for which he/she is eligible under the Family and Medical Leave Act (“FMLA”) and Section X.G. of this Handbook; he/she may apply for leave without pay under Section X.E. of this **Handbook**. Sick leave under this section and any FMLA leave to which the Faculty member may be

entitled shall run concurrently and shall not extend the leave time to which the faculty member is entitled.

**a. Notice**

If the sick leave is foreseeable based on planned medical treatment, the Faculty member will 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 Faculty member's physician, the Faculty member will make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the University.

**b. Certification**

*i.* A Faculty member who requires sick leave will furnish a certificate from his/her physician stating:

- (a) that the Faculty member is unable to perform the functions of his/her position
- (b) whether the Faculty member's health condition is a "serious health condition" under the FMLA and if so, the date on which the serious health condition commenced
- (c) the probable duration of the condition
- (d) the FMLA Certification Form (which may be obtained from the Human Resources Office)

*ii.* A Faculty member requesting sick leave on an intermittent or reduced schedule will furnish the FMLA Certification Form. The use of sick leave on an intermittent basis requires agreement of the University and is limited to one term.

*iii.* The University may require Faculty members on sick leave to provide recertification of the foregoing matters on a reasonable basis.

*iv.* A Faculty member who seeks to return to work following four or more consecutive calendar weeks of sick leave will furnish the University with a certificate from his/her physician stating that the Faculty member is able to resume work.

*v.* The certification requirements of this subsection will be construed and applied in accordance with the Rehabilitation Act of 1973 and the Americans with Disabilities Act. A Faculty member 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 workdays missed due to the same illness. Such Faculty member will not be granted sick leave for the next fiscal year until the

Faculty member returns to work following certification by his/her physician that the Faculty member is able to resume work.

## **2. Maternity Leave**

Subject to the following certification and notice requirements, pregnant Faculty members may use sick leave for pregnancy, childbirth, and related medical conditions upon the same terms and conditions that Faculty members use sick leave for illnesses or physical disabilities.

### **a. Certification**

*i.* As soon as possible after becoming aware that she is pregnant, the Faculty member will submit a request for maternity leave accompanied by a certificate from her physician confirming the pregnancy and the expected date of delivery. (The Faculty member need not thereafter furnish the certificate required by Section X.F.1.b.i. However, if she requests maternity leave on an intermittent or reduced schedule, she must furnish the additional certificates required by Section X.F.1.b.ii. of this **Handbook**.)

*ii.* A Faculty member who seeks to return to work following four or more consecutive calendar weeks of maternity leave will furnish the University with a certificate from her physician stating that she is able to resume work.

*iii.* The certification requirements of this subsection will be construed and applied in accordance with the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

### **b. Notice**

The Faculty member and her physician will determine the dates when a Faculty member's maternity leave begins and ends. However, the Faculty member will give not less than 30 days notice before the date her leave is scheduled to begin or such notice as is reasonable if the date of delivery or a pregnancy-related medical condition requires the leave to begin in less than 30 days.

## **3. Family Leave**

A Faculty member may use up to 10 workdays of the paid sick leave granted by Section X.F.1. for the purpose of caring for a sick child, parent, spouse, domestic partner, or other member of the Faculty member's household who relies on the Faculty member as his or her primary care-giver. Family leave beyond the 10 days will be evaluated, and if qualified, taken as unpaid family medical leave under Section X.G. of this **Handbook**.

#### **a. Notice**

If the family leave is foreseeable based on planned medical treatment, the Faculty member will give not less than 30 days notice before the date the leave is scheduled to begin or such notice as is reasonable if the date of treatment requires the leave to begin in less than 30 days. In either event, subject to the approval of the family member's physician, the Faculty member will make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the University.

#### **4. No Pay for Sick Leave Upon Termination**

Faculty members whose employment by the University is voluntarily or involuntarily terminated will not be entitled to any compensation whatsoever for unused sick leave.

### **G. Parental, Family Medical and Personal Medical Leave Authorized by the Family and Medical Leave Act of 1993**

The following policies are intended to implement the Family and Medical Leave Act of 1993, P.L. No. 103-3, 107 Stat. 6 (1993) ("FMLA" or the "Act"), and will be construed accordingly. The Act will supersede any policy that is inconsistent with its legal requirements. Some detailed provisions of the Act have been omitted from these policies, but will be deemed to be included herein by reference. Personnel seeking additional information about the Act are invited to refer to its complete text, which is on file in the Human Resources Office or AA/EEO offices.

#### **1. Eligibility**

Faculty members are eligible for parental, family medical, and personal medical leave under the "Act" and this section if they have been employed by the University for at least 12 months and at least 1250 service hours during the previous 12-month period.

#### **2. Types of Leave**

##### **a. Parental Leave**

Faculty members 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**

Faculty members 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 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 Faculty member 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 Faculty member when the Faculty member was an adopted child, foster child, stepchild, or ward (a "parent").
  
- iii.* A spouse.
  
- iv.* Any other member of the Faculty member's household who relies on the Faculty member as his or her primary care giver. (Collectively, "family members.")

### **c. Personal Medical Leave**

Faculty members 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 Faculty member is entitled to a total of up to 12 workweeks of leave in each state fiscal year (July 1 - June 30). The 12 workweeks may be taken in whole or in part as parental leave, family medical leave, or personal medical leave. If both spouses are employed by the University, parental and family leave shall be limited as follows:

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

**b. Family Medical Leave.** When family medical leave is taken to care for a parent, the aggregate leave to which both spouses are entitled is limited to 12 workweeks during a fiscal year.

## **4. Leave Schedules**

Faculty members taking parental, family medical, or personal medical leave may take such leave during consecutive workweeks or on an intermittent or reduced leave schedule as provided below. (A "reduced leave schedule" means a leave schedule that reduces the usual number of hours per workweek or hours per workday.)

**a. Parental Leave**

Parental leave must be taken during consecutive workweeks.

**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 a Faculty member requests an intermittent or reduced leave schedule that is foreseeable based on planned medical treatment, the University may temporarily transfer the Faculty member 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 Faculty member's regular position.

**5. Notice**

Faculty members will give the following notice before taking any periods of foreseeable parental, family medical or personal medical leave.

**a. Parental Leave**

A Faculty member will give not less than 30 days notice before the date his/her leave is scheduled to begin or such notice as is reasonable 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, a faculty member will give not less than 30 days notice before the date his/her leave is scheduled to begin or such notice as is practicable if the date of treatment requires the leave to begin in less than 30 days. In either event, subject to the approval of the family member's or Faculty member's health care provider, the Faculty member will make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the University.

## **6. Certification**

Faculty members who request family or personal medical leave will provide timely certification from the family member's or Faculty member's health care provider supporting the leave.

### **a. Family Medical Leave**

A Faculty member taking family medical leave for more than 3 consecutive workdays will furnish the FMLA Certification Form (which may be obtained from the Human Resources Office) from the family member's health care provider.

### **b. Personal Medical Leave**

Except as provided in Section X.F.2. (Maternity Leave), a Faculty member taking personal medical leave for more than 3 consecutive work days will furnish the FMLA Certification Form from his/her health care provider.

### **c. Additional Certification Required for Intermittent Leaves and Reduced Leave Schedules**

A Faculty member who requests intermittent family or personal medical leave or family or personal medical leave on a reduced leave schedule will also furnish a certificate from the appropriate health care provider:

*i. Leave for Planned Medical Treatment* - stating the dates on which such medical treatment is expected to be given and the duration of such treatment.

*ii. Family Medical Leave* - stating that the Faculty member's intermittent leave or leave on a reduced leave schedule is necessary for the care of the family member or will assist in his/her recovery and the expected duration of the intermittent leave or reduced leave schedule.

*iii. 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 university may require Faculty members 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**

A Faculty member 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) will furnish the University with a certificate from the Faculty member's health care provider stating that the Faculty member is able to resume work.

#### **f. Compliance with Rehabilitation and Americans with Disabilities Acts**

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

### **7. Reporting**

The University may require Faculty members on parental leave, family medical leave, or personal medical leave to report periodically on their status and intentions regarding their return to work.

### **8. Insurance**

For the purposes of this paragraph, "insurance" means the Board of Trustees' group health, dental, life, and long-term disability insurance plans described in the CHEIBA Trustee Benefit Plan Description, which may be obtained from the Human Resources Office.

Faculty members who take unpaid parental leave, family medical leave personal medical leave, or who exhaust the paid leave they substituted for a portion of such unpaid leave, will receive the following insurance coverage during the period of their unpaid leave:

#### **a. Health and Dental Insurance**

A Faculty member on unpaid leave will remain covered by the Board of Trustees' group health and dental insurance if he/she personally pays the periodic Faculty member contributions required by the group health and dental plans. However, if the Faculty member fails to return to work at the end of his/her leave, the Faculty member will be liable to the university 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 Faculty member or some other reason beyond his/her control.

#### **b. Non-contributory Life and Long-term Disability Group Insurance**

A Faculty member on unpaid leave will remain covered by the Board of Trustees' group life and long-term disability insurance if coverage for the duration of the leave is authorized by the Trustees' group insurance

policies. (A "noncontributory" group insurance plan is one to which Faculty members are not required to make Faculty member contributions.)

## **9. PERA**

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

## **10. Reinstatement to Position Upon Return from Leave**

Except as otherwise provided in Section X.G.4.b. (authorizing the University to assign a Faculty member on an intermittent or reduced leave schedule to an alternative position), and this subsection, Faculty members returning from parental, family medical, or personal medical leave will be reinstated to the positions they held when the leave began.

Faculty members who are subject to automatic or discretionary termination while on leave due to the expiration, non-renewal of their contracts, have at-will positions, 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 will not defer the date of such Faculty members' termination nor need such Faculty members be reinstated to their former positions when their leave periods end. ("A Faculty member has no greater right to reinstatement or other benefits of employment than if the Faculty member had been continuously employed during the Family and Medical Leave Act leave period. In order to deny restoration to employment at the time reinstatement is requested, Adams State University must be able to show that the Faculty member would not otherwise have been employed.

## **11. Prohibited Acts**

- a.** The University will not interfere with, restrain or deny the exercise of or the attempt to exercise, any right provided by the Act or this section.
- b.** The University will not discharge or in any other manner discriminate against any individual for opposing any practice made unlawful by the Act.
- c.** Neither the University nor any Faculty member will discharge or in any other manner discriminate against any individual because such individual has filed any charge or has instituted or caused to be instituted any proceeding under or related to the Act; 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 has testified, or is about to testify, in any inquiry or proceeding relative to any right provided by the Act.

## **H. Parental Leave Policy**

### **1. Primary Care Giver Leave**

Parental Leave is available to tenured or tenure-track faculty members who meet the eligibility requirements (a minimum of one academic year of employment at Adams State University in the preceding 12 months).

Any tenured or tenure-track faculty member who will become the primary care giver for a child may request up to a maximum of ONE SEMESTER leave at full pay; this ONE SEMESTER maximum includes all leave associated with the birth or adoption of a child. Such faculty member should keep in mind that one principle of this policy is to minimize the disruption of students' education that occurs when faculty leave their classes mid-semester and those classes must be covered by another instructor. Thus, it is the intention of this policy that faculty selecting leave will employ the provisions of this policy to minimize the disruption of student learning by arranging parental leaves, when possible.

Parental leave under this policy shall be taken in conjunction with other applicable leaves. Appropriate Family Medical Leave Act ("FMLA") paperwork is available through the Human Resource ("HR") office.

#### **a. Notice**

It is the intent of this policy that the faculty member gives as much notice as possible to ease the situation. To request parental leave, the faculty member who will become a primary care giver during the upcoming year will inform the Department Chair ("DC") and HR of the pregnancy/adoption as early as possible, but, when circumstances permit, no later than 60 days before the end of the semester, prior to the semester that the faculty member intends to take leave.

*i.* The faculty member will submit a document declaring her/his primary caregiver status. For the purpose of this policy, primary caregiver is defined as the individual most responsible for the health and well-being of another person.

*ii.* Only one University employee within a family may be the primary caretaker at a given time.

*iii.* The faculty member may request leave for any semester within one year of her/his change of status due to the birth/adoption of a child. The ONE SEMESTER of leave will encompass the birth/adoption date, unless there is a clear rationale to take leave a later semester.

*iv.* Once the faculty member notifies the DC and HR of her/his impending family status change, and FMLA certification is complete, the faculty member is immediately protected by FMLA,

which guarantees job protection. The faculty member cannot be subject to reprisals for requesting leave. See Section X.G. of the Faculty Handbook for more information regarding FMLA and family medical leave.

#### **b. Course Coverage**

*i.* Upon receiving the above notification, HR will arrange a meeting with the faculty member, the DC and the Vice President for Academic Affairs (“VPAA”). FMLA leave forms should be completed according to FMLA regulations with the assistance of HR, and should be completed prior to this meeting. All parties at the meeting will receive a summary from HR indicating the need and eligibility for leave. At the meeting the parties will determine arrangements to cover faculty load. Options include, but are not limited to, offering faculty to teach overloads, hiring adjuncts, or not offering classes. (Please refer to Policy Number: 100-10-01 - Emergency Overload procedures.)

*ii.* The VPAA shall provide funding for course replacement based on an examination of the teaching load of the faculty member, departmental needs and university needs. Within two weeks of this meeting, the faculty member will indicate in writing whether she/he will opt to stop the tenure clock, as described below.

*iii.* If it is determined that someone must be hired to teach classes, the DC shall complete the Requisition for Personnel form and send it to the VPAA.

*iv.* It is not the responsibility of the faculty member on leave to make arrangements for coverage of his/her classes. In consultation with the VPAA, the DC shall arrange for coverage of the faculty member’s classes while she/he is on leave. The Department Chair may not ask the faculty member who will be on leave to assist in planning for coverage. However, the Department Chair may consult with the faculty member regarding the qualifications and suitability of possible replacement/adjunct faculty. Any such consultations should occur prior to the start of the semester during which the faculty member is on leave. While on leave, the Department Chair may correspond with the faculty member regarding plans for the faculty member’s return.

#### **c. Stoppage of Tenure Clock**

*i.* Any tenure-track faculty member who informs the DC and HR that she/he will become a primary care giver for a child may elect to have her/his tenure clock stopped for one year. This stoppage is

automatic, if requested, and will be granted upon receipt of notification by DC and HR.

*ii.* A Probationary (P) faculty member who elects to stop the tenure clock will not be evaluated for the year that she/he took leave. FOR EXAMPLE, for a P faculty who takes a fall semester leave, her/his retention hearing would be postponed until the following fall, when the faculty member would submit her/his evidence folder for the year before she/he took leave. The faculty member would be reissued the same contract for the academic year at the same P status as the year before she/he took leave. The faculty member's tenure clock would then resume, following the normal pattern of retention and tenure hearings. This means that the next retention hearing will have three semesters of evidence. Such faculty members are permitted to place in their folders any work completed during their leave that would support their application for retention or tenure. However, their ONE SEMESTER of leave cannot be used against them. These faculty members would come up for tenure after six years, rather than five years, and their ONE SEMESTER of leave during their year of leave will not affect their application.

*iii.* Tenured faculty taking parental leave will not submit an annual evaluation folder for the parental leave year.

*iv.* Faculty members who choose not to take a full semester, and who do not want the Tenure Clock to stop, may request to proceed with their normal tenure review year, following the normal Tenure Policy. However, said faculty member should be aware that she/he will be submitting a folder containing one fewer semester of evidence. This parallels the number of semesters used in evaluation of Probationary 1 faculty. Any partial semester, during which time FMLA is in effect, will not be included in the evidence folder.

**d. Faculty Member Responsibilities – Primary Caregiver**

*i.* The faculty member will be relieved of ALL responsibilities during the ONE SEMESTER of parental leave. The faculty member is not expected to be on campus or respond to emails/phone calls. No work is required of the faculty member.

*ii.* The faculty member who takes leave as a primary care giver under this policy must agree in writing to return to active service at the University at the end of the leave for a period of not less than two semesters or to reimburse the university in full for all salary and benefits paid during the leave.

## **2. Partner Leave or Secondary Care Giver Leave**

### **a. General**

A tenured or tenure-track faculty member whose spouse will become the primary care giver for a child (and she/he will become the secondary care giver) during the academic year is entitled to either two weeks of paid leave (a week is Monday through Friday), or a one course (minimum 3-credit hours) teaching reduction. Spouse shall include legal spouse as well as domestic partners as defined by the eligibility criteria for faculty benefits.

### **b. Notice**

*i.* A faculty member requesting two weeks of paid leave should inform the DC as early as possible, but no later than 30 days prior to the start of the semester in which the delivery/adoption is expected and in which she/he will be assuming the role of secondary care giver.

*ii.* A faculty member choosing a one course reduction must make this request no less than 60 days prior to the start of that semester in which the course reduction will occur.

### **c. Faculty Member Responsibilities – Secondary Caregiver**

*i.* In conjunction with the faculty member's chair, arrangements shall be made so that the faculty member's classes and responsibilities are covered during the two weeks of leave or to arrange the details of the one course teaching reduction.

*ii.* If the faculty member chooses the two week option, she/he will be relieved of ALL responsibilities during these two weeks. The faculty member is not expected to be on campus or respond to emails/phone calls. No work is required of the faculty member during these two weeks.

*iii.* Regardless of the type of option the secondary care giver chooses, any negative evaluative comments from students, other faculty or administrators regarding the use of secondary care giver leave under this policy cannot be used against the faculty member in tenure/promotion decisions.

## **I. Approval of Leaves**

The President may delegate the power to approve sick, and unpaid parental, family medical and personal medical leaves to appropriate personnel. Administrative leaves in excess of ten (10) working days will be reported to the Board of Trustees.

## **J. Exceptions**

If the strict application of a provision of this section relating to sick, maternity, 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 or the Board of Trustees may waive or modify the application of such provision as necessary to achieve the intended result.

## **K. Temporary (Short Term) Leaves From Campus**

Any activity requiring Faculty members to be absent from regular working or class hours must have prior approval from the Department Chair. In all cases of temporary or short-term absence, coverage of classes or other duties must be the first consideration. In cases of serious emergency, the professional will give notification to the Department Chair or in the case of the Department Chair to the Vice President for Academic Affairs as soon as possible.

## **XI. GRIEVANCE AND COMPLAINT PROCEDURE**

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

### **A. Definitions**

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

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

### **B. Exclusions**

The informal and formal complaint and grievance procedures outlined below do not apply to dismissals for cause, non-renewals, suspensions, disciplinary actions, adverse tenure recommendations, denials of tenure, failure to acquire tenure for other reasons, disputes concerning annual performance evaluations, post-tenure performance improvement plans and reevaluations or allegations of discrimination on the basis of race, creed, color, religion, sex, age, handicap, national origin, veteran or marital status, or sexual orientation. Allegations of discrimination should be referred to the campus Affirmative Action Officer. They will be handled in accordance with the Anti-Discrimination Policy appearing in Appendix, Section One, Policy D.

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

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

### **D. The University Grievance Committee**

#### **1. Functions**

The UGC is an ad hoc committee that may make recommendations, facilitate the informal resolution of grievances and complaints and may consider and recommend action on grievances/complaints.

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

## **2. Convening the University Grievance Committee**

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

### **E. Complaint/Grievance Procedure**

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

#### **1. Statement of Complaint/Grievance and Supporting Materials**

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

#### **2. Review of the Statement of Complaint**

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

recommendation) to all parties named in complainant's/grievant's Statement of Complaint/Grievance.

### **3. Hearing**

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

### **4. Committee Deliberations**

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

### **5. Recommendations**

Within fifteen (15) working days of the conclusion of the hearing, the UGC shall issue a written report to the President of the University. The report shall include its findings regarding the validity and gravity of the complainant's/grievant's allegations and its recommendations for resolving the complaint/grievance. The Chair of the UGC shall provide a copy of the report to all parties to the complaint/grievance.

### **6. Final Institutional Decision**

If the UGC issues a summary recommendation, the President shall review the recommendation and may either accept the summary recommendation in whole or in part, or order a hearing in accordance with Subsection E.3. If the UGC issues a recommendation based on a hearing, the President shall review the recommendation and may confer with the parties to the complaint/grievance. Within fifteen (15) working days of receipt of the UGC's recommendation, the President may accept or reject the UGC's recommendation in part or in whole or make such other decision as he or she deems to be equitable. The President's decision shall be final and non-appealable.

### **7. Records**

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

## **8. Abuse of Process**

Abuse of the Grievance and Complaint Procedure is grounds for discipline. Abuse of this process includes fraudulent or bad faith allegations, knowingly providing false statements or documentation, or otherwise behaving irresponsibly in connection with any part of the complaint or grievance.

*Approved by the Adams State College Board of Trustees: June 9, 2006*

*Technical Amendments Adopted: December 15, 2006*

*Amended: February 27, 2007 – Appendix, Section One, Policy D, Anti-Discrimination Policy and Grievance Procedure added*

*Amended: May 4, 2007- Appendix, Section One, Policy E, Duty of Loyalty and Duty to Avoid Conflicts of Interest Arising From Professional, Financial and Business Relationships and Appendix, Section One, Policy F, Duty to Avoid Conflicts of Interest Arising from Family Relationships and Consensual Amorous Relationships added*

*Amended: October 4, 2007- Revisions Pursuant to Annual Review*

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

*Amended: May 8, 2009 – Revisions Pursuant to Annual Review*

*Amended: August 27, 2010 – Revisions Pursuant to Evaluation and Retention of Faculty, Faculty Rank, and Faculty Employment Contracts, Employment Status, & Tenure Process; Technical Amendments Adopted*

*Amended: August 22, 2013 – Revisions Pursuant to Evaluation of Faculty, Parental Leave Policy added, and Revisions to Forms Appendix, Form D, Evaluation of Department Chair by Faculty; Technical Amendments Adopted*

## **INDEX OF APPENDICES**

<b>SECTION ONE: <u>GENERALLY APPLICABLE POLICIES</u></b>	
<b><u>APPENDIX</u></b> .....	108
<b>Policy A.</b>	<b>EXCUSED ABSENCE NOTIFICATION POLICY</b> .....108
<b>Policy B.</b>	<b>REGULARLY SCHEDULED ATHLETICS TRAVEL</b> ....108
<b>Policy C.</b>	<b>ACADEMIC INTEGRITY POLICY</b> .....109
<b>Policy D.</b>	<b>ANTI-DISCRIMINATION POLICY AND GRIEVANCE PROCEDURE</b> .....112
<b>Policy E.</b>	<b>DUTY OF LOYALTY AND DUTY TO AVOID CONFLICTS OF INTEREST ARISING FROM PROFESSIONAL, FINANCIAL AND BUSINESS RELATIONSHIPS</b> .....128
<b>Policy F.</b>	<b>DUTY TO AVOID CONFLICTS OF INTEREST ARISING FROM FAMILY RELATIONSHIPS AND CONSENSUAL AMOROUS RELATIONSHIPS</b> .....131
<b>SECTION TWO:</b>	<b><u>FORMS APPENDIX</u></b> .....136
<b>Form A</b>	<b>ANTI-DISCRIMINATION GRIEVANCE FORM</b>
<b>Form B</b>	<b>EVALUATION OF FACULTY BY DEPARTMENT CHAIR</b>
<b>Form C</b>	<b>EVALUATION OF DEPARTMENT CHAIR BY VICE PRESIDENT FOR ACADEMIC AFFAIRS</b>
<b>Form D</b>	<b>EVALUATION OF DEPARTMENT CHAIR BY FACULTY</b>
<b>Form E</b>	<b>RETENTION BALLOT FORM</b>
<b>Form F</b>	<b>PROMOTION TO ASSOCIATE PROFESSOR BALLOT FORM</b>
<b>Form G</b>	<b>PROMOTION TO PROFESSOR BALLOT FORM</b>
<b>Form H</b>	<b>TENURE BALLOT FORM</b>
<b>Form I</b>	<b>LEAVE REQUEST FORM</b>
<b>Form J</b>	<b>PROFESSIONAL GRIEVANCE COMMITTEE REQUEST</b>
<b>Form K</b>	<b>PEER REVIEW FORM</b>

## **SECTION ONE:           Generally Applicable Policies Appendix**

In addition to those policies set forth elsewhere in this Handbook, University employees and students must adhere to the following policies, as applicable. For employees, including Faculty, adherence to applicable policies is a condition of employment, and failure to follow these policies constitutes cause for termination. The failure of a student to adhere to applicable policies may result in sanctions, up to and including expulsion.

### **Policy A.           EXCUSED ABSENCE NOTIFICATION POLICY**

All excused absence verifications (except for regularly scheduled athletics travel) shall be processed by the Office of Student Affairs. Upon verification of the excused absence, the Office of Student Services will notify each of the student's instructors via email. The student must make specific arrangements with each instructor to make up any missed assignments or examinations.

Section One  
Generally Applicable Policies Appendix

### **Policy B.           REGULARLY SCHEDULED ATHLETICS TRAVEL**

The Athletic Director or Head Coach for each sport shall provide each student-athlete with written copies of their travel schedule at the beginning of the semester. Enough copies should be provided to each student-athlete for each of their instructors. The written notifications should include the names of all student-athletes likely to travel, the date and approximate time of departure, and date and approximate time of return to campus. In the case of unscheduled events such as playoffs or tournaments, notification should be provided as soon as possible in the same written format. The student-athlete should provide each of their instructors with this written notification at the beginning of the semester. The student-athlete must make specific arrangements, *prior to their absence*, with each instructor to make up any missed assignments or examinations.

Announcements via Portal are not acceptable forms of notification for any excused absence.

Students should be reminded that an excused absence does not exempt them from the missed assignment or examination, but provides them with the opportunity to make up the assignment or examination without penalty.

### **Policy C. ACADEMIC INTEGRITY POLICY**

Every student is required to practice and adhere to the principle of academic integrity while undertaking studies at ASU. Maintaining academic integrity is considered an essential academic standard of every course and program. ASU does not tolerate academic dishonesty.

The term *academic dishonesty* includes but is not limited to: 1) *Cheating* by using unauthorized sources of information and providing or receiving unauthorized assistance on any form of academic work or engaging in any behavior specifically prohibited by the faculty member in the course syllabus or class presentation; 2) *Plagiarism* includes the copying of language, structure, ideas, or thoughts of another, and representing them as one's own without proper acknowledgement; 3) *Unauthorized Possession or Disposition of Academic Materials* includes the unauthorized selling or purchasing of examinations, term papers, or other academic work; stealing another student's work; using information from or possessing exams that a faculty member did not authorize for release to students; 4) *Falsification* encompasses any untruth, either verbal or written, in one's academic work; 5) *Facilitation* of any act of academic dishonesty includes knowingly assisting another to commit an act of dishonesty.

Academic Dishonesty may be an academic issue or a disciplinary issue, or both depending on its pervasiveness and/or severity. Any student engaged in academic dishonesty may face reprimand, disciplinary warning, a lowered or failing grade(s), and/or probation, or suspension from the course, academic program or University, or expulsion from the University.

The list that follows includes examples, although not all-inclusive, of academic dishonesty:

- Copying from another student's exam
- Purchase of term papers turned in as one's own
- "Padding" items on a bibliography
- Feigned illness to avoid an exam
- Submission of same term paper to another class without permission
- Study of a copy of an exam prior to taking make-up exam
- Providing another student answers during an exam
- Use of notes or book during the exam when prohibited
- Turning in a "dry lab" without doing the experiment
- Sabotage of someone else's work (on disk, in lab, etc.)
- Collaboration on homework or take-home exams when instruction called for independent work
- Providing test questions to student(s) in another section of the class
- Sharing of answers during an exam by using a system of signals
- Plagiarism: appropriating or passing off as one's work the writings, ideas, etc. of another, i.e.: copying without giving credit due, forgery, literary theft, and expropriation of some other's work

- Writing of term paper(s) for another student
- Alteration or forging of official university document
- Submission of tutor or other resource work assignments as one's own
- Violation of copyright(s)
- Cheating on exams, papers, assignments, etc.

All incidents of academic dishonesty shall be documented by the instructor and submitted to the Vice President for Academic Affairs, or in the case of a graduate student, the Graduate School Director. The Vice President for Academic Affairs or the Graduate School Director will create a confidential file concerning the matter. In the unfortunate event that a student is reported for violating the academic integrity policy on more than one occasion, the file will reflect additional episodes which may be considered in determining the severity and pervasiveness of academic dishonest.

As an academic issue, instances of academic dishonesty are ordinarily handled by the instructor responsible for grading the test, paper, assignment or course in question, by lowering the student's grade or assessing an F for the test, paper, assignment or course. ("Grade Adjustment"). An instructor who lowers a student's grade or assess an F for academic dishonesty will give the student written notice of the reasons for taking such action. Grades assigned by an instructor, including Grade Adjustment, are academic, not disciplinary in nature. A student wishing to appeal a Grade Adjustment may do so by following the Academic Appeals Procedure outlined below.

When academic dishonesty is pervasive or severe, the Vice President for Academic Affairs, (or in the case of a graduate student, the Department Chair or the Graduate School Director) or the instructor may file a complaint of academic misconduct in accordance with the disciplinary procedures in the appropriate Handbook for violation of the Code of Conduct, in addition to, or in lieu of a Grade Adjustment. If a complaint of misconduct is filed in addition to a Grade Adjustment, any appeal of the Grade Adjustment will not be considered until after the complaint of academic misconduct is resolved. Records pertaining to the misconduct complaint will be considered in determining the academic appeal.

#### ACADEMIC APPEALS PROCEDURE (undergraduate students)

An appeal regarding grades or other academic determinations requires the following steps:

If a student disagrees with a grade or other academic determination, the student, within three (3) school days of receiving the grade or other academic determination, shall make a written request to discuss the grade or other academic determination with the instructor. The request must be hand-delivered or e-mailed to the instructor, with a copy to the Vice President for Academic Affairs. The instructor will arrange to discuss the grade with the student. If the instructor and/or Department Chair are absent from campus and unavailable or no longer employed by the University, the Vice President for Academic Affairs will arrange for the student to skip the discussion with the instructor and/or the appeal to the Department Chair and move directly to the next level of appeal as outlined below.

- After the discussion with the instructor, the student will be informed whether a change will be made. If the student is not satisfied, the student, within three (3) school days of being informed, must provide a written appeal to the instructor (or Department Chair, if applicable) detailing the basis for the appeal and the specific remedy sought by the student. The instructor will respond to the student in writing, detailing the reasons for accepting or denying the appeal.
- If the student still is not satisfied, within three (3) school days of receiving the instructor's response, the student must provide a written appeal to the Department Chair detailing the basis for the appeal and the specific remedy sought by the student. The Chair will respond to the student in writing detailing the reasons for accepting or denying the appeal.
- If the student is not satisfied, within three (3) school days of receiving the Department Chair's response, the student must provide a written appeal to the Vice President for Academic Affairs detailing the basis for the appeal and the specific remedy sought by the student. The Vice President for Academic Affairs will respond to the student in writing detailing the reasons for accepting or denying the appeal. The Vice President for Academic Affairs' decision is final.

#### Appeals Procedure (graduate students)

An appeal regarding grades and other academic actions requires the following steps:

If a student disagrees with a grade or other academic determination, the student, within three (3) school days of receiving the grade or other academic determination, shall make a written request to discuss the grade or other academic determination with the instructor. The request must be hand-delivered or e-mailed to the instructor, with a copy to the Graduate School Director. The instructor will arrange to discuss the grade with the student. If the instructor and/or the Department Chair are absent from campus and unavailable or no longer employed by the University, the Graduate School Director will arrange for the student to skip the discussion with the instructor and/or the appeal to the Department Chair and move directly to the next level of appeal as outlined below.

- After the discussion with the instructor, if the student is not satisfied with the course grade, the student must, within three (3) school days of the discussion with the instructor, provide a written appeal to the instructor detailing the basis for the appeal and the specific remedy sought by the student. The instructor will respond to the student in writing detailing the reasons for accepting or denying the appeal.
- If the student is still not satisfied, within three (3) school days of receiving the instructor's response, the student must provide a written appeal to the Department Chair detailing the basis for the appeal and the specific remedy sought by the student. The Department Chair will respond to the student in writing detailing the reasons for accepting or denying the appeal.
- If the student is still not satisfied with the Department Chair's decision, within three (3) school days, the student must provide a written appeal to the Graduate School director detailing the basis for the appeal and the specific remedy sought by the student. The Graduate School director's decision is final.

**Policy D. ANTI-DISCRIMINATION POLICY AND GRIEVANCE  
PROCEDURE**

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

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

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

## **II. Prohibitions**

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

Act of 1973, the Americans with Disabilities Act, Executive Order 11246, sections 24-34-301, C.R.S. *et seq.* and the Trustee Policy Manual.

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

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

- A. Agreements with Affiliates must contain provisions requiring Affiliates to comply with the letter and the spirit of all applicable State and Federal laws respecting discrimination and unfair employment practices. Illegal discrimination or retaliation by an Affiliate or an Affiliate's employee affecting any member of the Campus Community may result in precautionary and remedial actions up to and including termination of the

Affiliate's agreement with the University. Such allegations shall be reported to the primary University representative/contact person identified in the agreement ("University Representative") or the Affirmative Action Officer. The University shall investigate the credibility of the allegations and promptly notify the Affiliate of any credible allegations and request appropriate action. The University also shall promptly take any necessary precautionary actions as appropriate.

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

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

- A. Application

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

B. Time Limits

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

C. Purposes of the Discrimination Grievance Procedure

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

Chapter 8 of the Department of Personnel Board Rules and  
Director's Administrative Procedures.

D. Protection of the Parties

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

facilitators will treat all information and documents as confidential and will not discuss the matter with, or provide documents to, anyone except as necessary for the investigation and any subsequent proceedings, or as authorized or required by law.

- a. Failure to observe these confidentiality requirements may be cause for discipline, up to and including termination of employment or expulsion from the University.
  4. Participants in Discrimination Grievance Procedures should not be promised confidentiality beyond that stated herein.
  5. Except for the failure of a Grievant to attend an interview or discussion conducted pursuant to this policy, failure of any member of the Campus Community to cooperate with University officials in pursuing allegations of discrimination/retaliation may be cause for discipline.
  6. The intimidation of, unauthorized contact with, or retaliation against any individual because of that individual's involvement in a Complaint/Grievance is a violation of University policy and may be the subject of a Complaint or Grievance under this or other University policies and may result in discipline.
  7. Abuse of the Complaint/Grievance process is grounds for discipline. Abuse of this process includes fraudulent or bad faith allegations, knowingly false statements of fact or documentation, or otherwise behaving irresponsibly in connection with any part of a Complaint/Grievance.
  8. A member of the Classified Staff who makes a Complaint against another member of the Classified staff may have a representative present at any stage in the Complaint/Grievance process and that representative may speak for him/her, however the Classified Staff member is expected to participate in discussions. Other members of the Campus Community may be advised by a representative at any stage of the process but must speak for themselves.
- E. External Processes
1. Those who believe they are victims of discrimination or retaliation may initiate outside legal action through private sources or the appropriate State or Federal enforcement agencies.
  2. If an external complaint, grievance or charge is filed with an equal opportunity enforcement agency or in State or Federal court while a Complaint/Grievance is pending within the University and the

complaints arise out of the same incident(s) or make similar allegations of discrimination/retaliation the University may discontinue the internal Complaint/ Grievance process. The University may nonetheless require an investigation of all credible allegations of discrimination/retaliation and take precautionary/disciplinary action as appropriate even if the Complaint/Grievance process has been discontinued.

F. Consolidation of Grievances

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

G. Informal Resolution Efforts

1. It is the goal of the University to provide prompt resolution of any Complaints/Grievances in a manner that ends any present discrimination/retaliation, protects against future discrimination/retaliation and remedies past discrimination/retaliation. To advance this goal, the University strives to resolve perceived discrimination/retaliation at the lowest level possible. Frequently the most satisfactory process for resolving perceived discrimination/retaliation is informal discussion between the parties and appropriate administrators. Such discussions will generally precede the filing of a written Grievance as defined under this policy but may also take place after the filing of a Grievance.
2. In informal resolution, affected employees, administrators, students, and/or outside facilitators, will reason together to identify problems, to develop understanding, to reconcile differences and, if appropriate, to redress allegations of discrimination/retaliation. Upon approval by the President and consent of the parties, the Affirmative Action Officer may refer a matter to mediation for informal resolution. Informal resolution may be by-passed or terminated if the person who perceives he or she has suffered discrimination/retaliation feels it is necessary to do so.
3. The Complainant, appropriate supervisory personnel or the Vice President of Student Affairs, the Affirmative Action Officer and if appropriate, other individuals who may facilitate communications will discuss informal resolution. The person(s) alleged to have engaged in discrimination/retaliation may be asked to join the discussion if the Affirmative Action Officer determines that it would be worthwhile and the Complainant consents.

4. Any remedy arising from informal resolution efforts will be reduced to writing within seven calendar days after the conclusion of informal resolution efforts. A remedy arising from informal resolution may consist of 1) an informal remedy determination issued by the appropriate supervisory level-employee or the Vice-President of Student Affairs after discussions with the Complainant and others; or 2) a written agreement between the Parties.
5. If a Complainant is dissatisfied by an informal remedy determination issued by the appropriate supervisory personnel or the Vice President of Student Affairs, the Complainant may, within five (5) calendar days after service of the informal remedy determination, proceed with a formal Grievance.
6. An agreement for informal resolution entered into by the Parties must be approved by the President and is binding, final, unappealable and non-grievable.

#### H. Reporting

1. **Process for an Employee or Volunteer to Report Discrimination/Retaliation.** Any employee or volunteer who believes he/she has been discriminated against or retaliated against is encouraged to report the alleged discrimination/retaliation to the employee's supervisor, next level supervisor, or the Affirmative Action Officer.
2. **Process for Student to Report Discrimination/Retaliation.** Any student who believes he/she has been discriminated against or retaliated against is encouraged to report the alleged discrimination/retaliation to the Vice President of Student Affairs or the Affirmative Action Officer.
3. **Duty to Report Discrimination/Retaliation.** Any supervisory-level employee or Faculty member who observes what he/she reasonably believes to be discrimination or retaliation, or who receives a Complaint making allegations of discrimination or retaliation by a member of the Campus Community has a duty to promptly inform the Affirmative Action Officer, or if the Complaint is against the Affirmative Action Officer, the Human Resources Director. Any Student Residence Director or Resident Assistant who, in the scope of his/her duties observes what he or she reasonably believes to be discrimination or retaliation against a student, or who receives a Complaint from a student making allegations of discrimination or retaliation by a member of the Campus Community has a duty to promptly inform the Vice President of Student Affairs or the Affirmative Action Officer.

The matter will be referred for appropriate informal discussions as provided above.

- a. A supervisory-level employee, Faculty member or Student Residence Director or Resident Assistant who fails to report alleged discrimination or retaliation may be subject to discipline, up to and including dismissal.
- b. A supervisory-level employee, Faculty member or Student Residence Director or Resident Assistant is not to attempt to independently investigate or mediate allegations of discrimination or retaliation, except that a supervisory-level employee may take steps necessary to issue an informal remedy determination under section IV.G.4.
- c. If the person reporting discrimination/retaliation is someone other than the alleged victim, the Affirmative Action Officer, the Vice President of Student Affairs or his/her designee will ask the alleged victim(s) to confirm whether the reported conduct occurred. If the alleged victim does not confirm that the reported conduct occurred, the matter will not be pursued. If the alleged victim confirms that the conduct occurred, the alleged victim will be offered the opportunity to pursue resolution of the matter under this Procedure. If the alleged victim declines to pursue resolution of the matter through this Procedure the matter shall be reported to the President who may require an investigation and take such precautionary/disciplinary actions as he/she deems appropriate under the circumstances.
- d. Even if a person reporting or acknowledging the occurrence of perceived discrimination or retaliation requests that no action be taken, the supervisory-level employee, Faculty member or Student Residence Director or Resident Assistant still has a duty to inform the Affirmative Action Officer or Vice President of Student Affairs of the alleged discrimination/retaliation. The supervisory-level employee, Faculty member or Student Residence Director or Resident Assistant should inform the person reporting the alleged discrimination or retaliation that the matter must be reported, that the process for resolving allegations of discrimination or retaliation is handled with discretion to protect the parties, but that neither anonymity nor complete confidentiality can be promised.

## I. Filing a Grievance

1. Any Campus Community member may file a formal written Grievance when he/she believes that he/she has been discriminated against or retaliated against, whether or not the matter has been reported in accordance with Section H. The Grievance may be filed with the Affirmative Action Officer or in the absence, unavailability or perceived conflict of interest of the Affirmative Action Officer, with the Human Resources Director (for employees and volunteers) or the Vice President of Student Affairs (for students).
2. Step 1
  - a. The Grievant will file a written Grievance which shall include:
    - i. the Grievant's name, mailing address, telephone number, and email address
    - ii. the identity of the Respondent(s)
    - iii. the type of discrimination or perceived reasons for retaliation
    - iv. the facts and circumstances of the alleged discrimination/retaliation
    - v. the dates on which the alleged conduct occurred
    - vi. the identity of any witnesses which the Grievant believes to possess relevant information and a description of the information that each witness is believed to possess
    - vii. the signature of the grievant
  - b. If the alleged discrimination/retaliation took place more than ten (10) days prior to the filing, the Grievant must also submit, a statement showing good cause for not filing within the ten (10) day time limit.
  - c. The Affirmative Action Officer will determine whether the Grievance is within the jurisdiction of this policy.
  - d. Jurisdiction under this process is established when:

- i. The Grievance is timely filed, and
    - ii. The Grievant has submitted a sufficient written Grievance, and
    - iii. The Grievance sets forth facts that, if true, show reasonable cause to believe that a violation of this policy has occurred.
  - e. If the Grievance documents do not establish jurisdiction under this policy, the Affirmative Action Officer will serve the Grievant with written notice of this finding. The Grievant may request the President's review of a finding of no jurisdiction under this policy by submitting a written request for review to the Affirmative Action Officer within three (3) working days of the date of service of the finding.
  - f. The President's determination of jurisdiction shall be rendered as soon as possible after the President receives the request for review. The President's determination of jurisdiction is final. The Grievant will be provided with a copy of the President's determination.
  - g. If the Grievance establishes jurisdiction, the Affirmative Action Officer will serve a copy of the written Grievance on the Respondent with the Grievant's address, telephone and email address redacted.
  - h. The Affirmative Action Officer will contact the Grievant to discuss options for informal resolution. If the Grievant wishes to pursue informal resolution efforts, the Affirmative Action Officer will make the necessary arrangements and inform the parties.
  - i. If the Grievant wishes to pursue informal resolution efforts, the formal Grievance procedure shall be suspended to permit the parties an opportunity to resolve the Grievance.
  - j. The Grievant may at any time terminate informal resolution efforts and proceed to Step 2.
3. Step 2
- a. Within five (5) calendar days after receiving a copy of the Grievance or within five (5) calendar days after notice of termination of informal resolution efforts, if applicable, the Respondent will file a written response ("Response") with the Affirmative Action Officer.

- b. The Response shall include:
  - i. a statement as to whether the facts supporting the conduct that forms the basis for the allegations are true, and
  - ii. an explanation of the circumstances surrounding any admitted conduct; and
  - iii. the names of witnesses, if any, who may have information pertaining to the Grievance, and a description of the information that each witness is believed to possess.

4. Step 3

- a. The Affirmative Action Officer will conduct an investigation to determine the facts. The Affirmative Action Officer, will interview the Grievant, Respondent and anyone that the Affirmative Action Officer determines is likely to have substantial, relevant information, and gather any other evidence that he/she deems necessary.
- b. The interview provides the Respondent with an opportunity to be heard by a fair and impartial fact-finder and to explain, deny, or offer mitigating reasons. If the Respondent fails to attend an interview for reasons other than an unforeseeable emergency, documented to the satisfaction of the Affirmative Action Officer, such failure constitutes a knowing and voluntary waiver of this opportunity and the report may be rendered without Respondent's input.
- c. If the Grievant fails to attend an interview for reasons other than an unforeseeable emergency documented to the satisfaction of the Affirmative Action Officer, the Affirmative Action Officer, in consultation with the President, may deem the Grievance withdrawn and discontinue the process. Even if the Grievance is deemed withdrawn, the President may require further investigation and take appropriate disciplinary/precautionary action if appropriate.
- d. The Affirmative Action Officer will promptly prepare and deliver to the President a written report summarizing the investigation that includes observations as to credibility of interviewees, a finding as to whether

discrimination/retaliation occurred, and a recommendation of precautionary measures. The President shall review the report and take action as he/she deems necessary. The President may also pursue discipline in accordance with the appropriate handbook disciplinary procedure.

- i. For **Faculty**, the appropriate disciplinary procedure is found in Section VIII.A.2-10 of the *Faculty Handbook*, and the appeal provisions in Section IX. available to Tenured Faculty upon imposition of appealable discipline. The investigation provided for in this policy shall substitute for the investigation called for in Section VIII.A.1. of the *Faculty Handbook*. The Grievance and Complaint Procedure in Section XI of the *Faculty Handbook* does not apply to allegations of discrimination/retaliation under this policy.
- ii. For **Professional Personnel**, until the *ASU Professional Personnel Handbook* is adopted, the appropriate disciplinary procedure is found in Section X.A.3.b. of the *State Colleges in Colorado Handbook for Professional Personnel* entitled “Presidential Meeting with the Professional” and the appeal to a hearing officer available under Section X.B.2. for appealable disciplinary sanctions imposed by the President or, in the event of termination, termination proceedings as provided in Section XII of the *State Colleges in Colorado Handbook for Professional Personnel*. The investigation provided for in this policy shall substitute for the investigation called for in Section X.A.2. The Grievance Procedure in Section XIV of the *State Colleges in Colorado Handbook for Professional Personnel* is not applicable to claims of discrimination in violation of this policy. Upon adoption of the *ASU Professional Personnel Handbook*, the appropriate disciplinary procedure is to be found in Section XII. The investigation provided for in this policy shall substitute for the investigation provided for in section XII.B.1. The Grievance Procedure in Section XIII of the *ASU Professional Personnel Handbook* does not apply to allegations of discrimination/retaliation under this policy.
- iii. For **Classified Staff**, the appropriate disciplinary procedure is found in Sections 6-8B through 6-15B

and Chapter 8 of the *Personnel Board Rules and Personnel Director's Administrative Procedures*. This Discrimination Grievance Procedure shall be in place of the Grievance Process set forth in Chapter 8, Section 8-8B of the *Personnel Board Rules and Personnel Director's Administrative Procedures*. The informal remedy determination shall be in lieu of the first level decision available under section 8-8B.A.3. The formal Grievance shall be in lieu of the formal written process provided for under section 8-8B.A.4.

- iv. For **Students**, the appropriate disciplinary process is as set forth in the *Adams State University Student Handbook* or the appropriate sections of the, applicable Graduate Program Handbooks or Catalogs.

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

### **Exhibit 1**

The form for filing a grievance under this policy (Exhibit 1), appears in Section Two – Form A. The form is also available from the Affirmative Action Officer.

## **Exhibit 2**

### **Contact Information for Reporting Violations of Anti-Discrimination Policy**

Joel Korngut, Director of the Office of Equal Opportunity

[joel.korngut@adams.edu](mailto:joel.korngut@adams.edu)

Isabel Medina Keiser, Diversity Officer

[isablemedinakeiser@adams.edu](mailto:isablemedinakeiser@adams.edu)

SUB-329 (719)587-8213

Ms. Tracy Rogers, Director of Human Resources

[tracy\\_rogers@adams.edu](mailto:tracy_rogers@adams.edu)

RH-127 (719)587-7990

Mr. Kenneth Marquez, Assistant Vice President of Student Affairs

[klmarque@adams.edu](mailto:klmarque@adams.edu)

RH-234 & COR (719)587-7221

Dr. Michael Mumper, Senior Vice President for Enrollment Management and Student Success

[mmumper@adams.edu](mailto:mmumper@adams.edu)

RH-240 (719)587-7436

Dr. Donald Johnston, Assistant Vice President for Graduate Studies and Institutional Planning

[djohnston@adams.edu](mailto:djohnston@adams.edu)

RH-217 (719)587-8152

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

**Policy E. DUTY OF LOYALTY AND DUTY TO AVOID CONFLICTS OF INTEREST ARISING FROM PROFESSIONAL, FINANCIAL AND BUSINESS RELATIONSHIPS**

**I. Application of Policy**

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

**II. Definitions**

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

**III. Duty of Loyalty**

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

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

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

documentation may be necessary for use in grievance and disciplinary investigations and proceedings.

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

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

**Policy F. DUTY TO AVOID CONFLICTS OF INTEREST ARISING FROM FAMILY RELATIONSHIPS AND CONSENSUAL AMOROUS RELATIONSHIPS**

**I Application of Policy**

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

**II. Definitions**

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

**III. Purpose of the Policy**

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

consensual nature of the relationship. The potential exists for the student or supervisee to perceive a coercive element in suggestions regarding activities outside those appropriate to professional relationships. The University therefore discourages all such relationships.

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

#### **IV. Relationships That Are Prohibited**

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

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

- A. The following circumstances are defined as “Relationship Conflicts of Interest” that must be disclosed and shall be avoided, managed or alleviated by the University:
  - 1. When a Faculty member is faced with the responsibility to teach, advise, supervise, discipline or evaluate a student with whom the Faculty member has a pre-existing Consensual Amorous Relationship or Family Relationship. The Faculty member shall disclose the conflict to the Faculty member’s Department Chair (or if the Department Chair is a party to the conflict, the Vice President for Academic Affairs) and the conflict shall be avoided or alleviated as follows:
    - a. If possible, avoid assigning the student to course sections taught by the Faculty member.
    - b. In the event it is not possible to avoid assigning the student to a course section taught by the Faculty member, the Department Chair (or if the Department Chair is a party to the conflict, the Vice President for Academic Affairs) shall arrange for another instructor to evaluate the students

- written work, non-written work, performances, teaching practice, clinical practice and/or similar academic work.
- c. The Faculty member shall withdraw from all formal and informal participation in and consideration of any disciplinary or dismissal proceedings against the student.
  - d. A student will not be assigned to a Faculty advisor with whom that student has a Relationship Conflict of Interest. In the event of such an assignment, the Faculty advisor shall disclose the Relationship Conflict of Interest to his/her Department Chair (or if the Department Chair is a party to the conflict, the Vice President for Academic Affairs) and request that the student be reassigned.
2. When a position appointment or promotion would place a Professional or Faculty member in a position to directly supervise or evaluate an employee with whom the Professional or Faculty member has a Family Relationship or a Consensual Amorous Relationship. If a Professional or Faculty member is being considered for appointment or promotion to a position that would create such a Relationship Conflict of Interest, the Professional or Faculty member under consideration shall disclose the Relationship Conflict of Interest to the President (or if the President is a party to the conflict, the Chair of the Board of Trustees). The University shall avoid making appointments that create such conflicts.
  3. When a position appointment or promotion would place a Professional or Faculty member in position to verify, receive or be entrusted with moneys received or handled by another Family Member or Partner to a Consensual Amorous Relationship (“Partner”), or have access to confidential information, including payroll and personnel records of another Family Member or Partner, or to appoint, discipline or dismiss such employee. If a Professional or Faculty member is being considered for appointment or promotion to a position that would create such a Relationship Conflict of Interest, the Professional or Faculty member under consideration shall disclose the Relationship Conflict of Interest to the President (or the Chair of the Board of Trustees if the President is a party to the Conflict). The University shall attempt to avoid appointments or promotions that create such conflicts, but, upon a written determination of the President (or the Chair) that the appointment or promotion is necessary to serve the interest of the institution (“Determination of Necessity”), the conflict may be managed or alleviated by additional or alternative reporting requirements, additional reviewing requirements, segregation of certain confidential information, or other similar measures as appropriate to the circumstances. The specific

measures for managing and/or alleviating the conflict shall be included in the written Determination of Necessity.

- B. If, at the time of adoption of this policy, a Professional or Faculty member has an existing Consensual Amorous Relationship with another employee that the Professional or Faculty member would be prohibited from undertaking under Section IV of this policy, the Professional or Faculty member shall disclose the relationship to the President and the President shall take such actions as he/she deems appropriate to alleviate the conflict. If at the time of adoption of this policy, a Professional or Faculty member has an existing Relationship Conflict of Interest that is required by this policy to be disclosed and avoided, managed or alleviated by the University, the Professional or Faculty member shall disclose the Relationship Conflict of Interest to the President, who shall take such actions as he/she deems appropriate to manage or alleviate the conflict.
- C. The University shall not refuse employment to a person solely because the person is married to or plans to marry another employee. *See* §24-34-402(1)(h), C.R.S. However, the University may refuse to employ an Immediate Family Member, intended spouse or a partner to a Consensual Amorous Relationship (“Partner”), if the appointment or promotion would result in any of the following:
  - 1. An Immediate Family Member or Partner directly or indirectly exercising supervisory, appointment, dismissal or disciplinary authority over another Family Member or Partner, or
  - 2. An Immediate Family Member or Partner auditing, verifying, receiving or being entrusted with moneys received or handled by another Family Member or Partner, or
  - 3. An Immediate Family Member or Partner having access to confidential information, including payroll and personnel records, of another Family Member or Partner.
- D. When a Professional or Faculty member is asked to serve on a committee, the function of which is to make recommendations that may affect the career or academic progress of a student or employee with whom the Professional or Faculty member has, or has had, an ongoing or recent (within the preceding 6 months) Relationship Conflict of Interest, the Professional or Faculty Member shall withdraw from all formal and informal participation in and consideration of the matter.
- E. Written documentation concerning disclosures of Relationship Conflicts of Interest and measures to manage or alleviate such conflicts shall be maintained in the Professional’s or Faculty member’s personnel file and

kept confidential as permitted by law, except to the extent that such documentation may be necessary for use in grievance and disciplinary investigations and proceedings.

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

## **SECTION TWO            Forms Appendix**

The following forms are referenced in the Handbook or Appendices and are to be used in accordance with the Handbook requirements.

**FORM A**

**NOTICE OF DISCRIMINATION GRIEVANCE FORM**

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

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

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

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

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

Name(s) of Grievant(s):

Date:

Mailing Address:

Telephone:

E-mail:

Summary of Complaint:

Date(s) of alleged discrimination:

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

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

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

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

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

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

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

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

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

If required, the statement shows good cause for the untimely filing.    \_\_\_\_ Yes    \_\_\_\_ No

\_\_\_\_ Part A is fully completed                      \_\_\_\_ A written Grievance is attached

The Grievance alleges facts that, if true, are sufficient to create a reasonable belief that the University's Anti-Discrimination Policy has been violated. \_\_\_\_ Yes    \_\_\_\_ No

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

\_\_\_\_ Sexual Harassment-Quid Pro Quo

\_\_\_\_ Sexual Harassment-Hostile Work Environment

\_\_\_\_ Discrimination based on sex/gender, including pregnancy (other than

Sexual

Harassment)

\_\_\_\_ Race

\_\_\_\_ Color

\_\_\_\_ National Origin

\_\_\_\_ Age

\_\_\_\_ Disability

\_\_\_\_ Veteran Status

\_\_\_\_ Marital Status

\_\_\_\_ Sexual Orientation

\_\_\_\_ Retaliation

Jurisdiction under this policy is established \_\_\_\_ Yes    \_\_\_\_ No

**FORM B**

**EVALUATION OF FACULTY BY DEPARTMENT CHAIR**

\_\_\_\_\_  
Name Rank Year Attained

\_\_\_\_\_  
Department Contract Status Year Attained

Directions: Department Chairs are responsible for completing this evaluation in accordance with Handbook policies. Place letter value\* in each blank, then circle overall evaluation for the area.

**1. Teaching Effectiveness**

**Overall Evaluation** (circle one)

Exemplary Meritorious Satisfactory Needs Improvement

**Summary of Other Evaluations**

\_\_\_\_ Peer reviews (N = \_\_\_\_)

\_\_\_\_ Peer Recognition Committee (if applicable)

\_\_\_\_ Student evaluations

\_\_\_\_ Department-wide comparison

**Department Chair's Evaluation**

\_\_\_\_ Classroom observations

\_\_\_\_ Appropriate use of technology

\_\_\_\_ Course organization, management

\_\_\_\_ Ensures academic integrity

\_\_\_\_ Stimulating, active learning environment

\_\_\_\_ Review and revise instructional strategies

\_\_\_\_ Academic quality, standards, rigor

\_\_\_\_ Availability to students outside of class

\_\_\_\_ Currency within discipline

\_\_\_\_ Contributes positively to departmental goals

\_\_\_\_ Incorporation of written and oral communication

\_\_\_\_ Respectful interactions with students

\_\_\_\_ Evaluation of student performance

\_\_\_\_ Willingness to accept duties as appropriate

\_\_\_\_ Course syllabi aligned with program goals

\_\_\_\_ Resolves interpersonal conflict appropriately

---

Comments:

---

**2. Scholarly or Creative Activity**

**Overall Evaluation** (circle one)

Exemplary      Meritorious      Satisfactory      Needs Improvement

**Summary of Other Evaluations**

\_\_\_\_\_ Peer reviews (N = \_\_\_\_\_)      \_\_\_\_\_ Peer Recognition Committee (if applicable)

**Department Chair's Evaluation**

\_\_\_\_\_ Possesses terminal degree (M or NI only)      \_\_\_\_\_ Contributes positively to departmental goals  
\_\_\_\_\_ If no (NI), progress toward degree      \_\_\_\_\_ Respectful interactions with colleagues  
\_\_\_\_\_ Currency (knowledge/skills) in discipline      \_\_\_\_\_ Willingness to accept duties as appropriate  
\_\_\_\_\_ Scholarly/creative activities (See IV.B.2)      \_\_\_\_\_ Resolves interpersonal conflict appropriately  
\_\_\_\_\_ Application for extramural funding      \_\_\_\_\_ Other

---

Comments:

---

**3. Professional Service**

**Overall Evaluation** (circle one)

Exemplary      Meritorious      Satisfactory      Needs Improvement

**Summary of Other Evaluations**

\_\_\_\_\_ Peer reviews (N = \_\_\_\_\_)      \_\_\_\_\_ Peer Recognition Committee (if applicable)

**Department Chair's Evaluation**

\_\_\_\_\_ University service      \_\_\_\_\_ Student advising  
\_\_\_\_\_ Departmental service      \_\_\_\_\_ Supervision of student teachers  
\_\_\_\_\_ Professionally relevant community service      \_\_\_\_\_ Professional consultation  
\_\_\_\_\_ Service to professional discipline      \_\_\_\_\_ Contributes positively to departmental goals  
\_\_\_\_\_ P-12 Service      \_\_\_\_\_ Respectful interactions with colleagues  
\_\_\_\_\_ Student recruitment and retention      \_\_\_\_\_ Willingness to accept duties as appropriate  
\_\_\_\_\_ Student organization sponsor/supervisor      \_\_\_\_\_ Resolves interpersonal conflict appropriately

---

Comments:

---

**4. Summary: Strengths, weaknesses, areas for improvement**

---

**Overall Evaluation** (circle one)

Exemplary      Meritorious      Satisfactory      Needs Improvement

---

Signature, Department Chair

Date

Signature, Faculty Member

Date

Note: Copies must be retained by the Department Chair for five years. All copies must be signed. Faculty member's disagreement with any part of the evaluation may be noted in writing and attached to all copies.

**FORM C**

**EVALUATION OF DEPARTMENT CHAIR  
BY VICE PRESIDENT FOR ACADEMIC AFFAIRS**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Department

Directions: The Vice President for Academic Affairs is responsible for completing this evaluation in accordance with Handbook policies. Place letter value\* in each blank, then circle overall evaluation for the area.

**1. Teaching Effectiveness**

**Overall Evaluation** (circle one)

Exemplary      Meritorious      Satisfactory      Needs Improvement

**Summary of Other Evaluations**

\_\_\_\_\_ Peer reviews (N = \_\_\_\_\_)

\_\_\_\_\_ Peer Recognition Committee (if applicable)

\_\_\_\_\_ Student evaluations

\_\_\_\_\_ Department-wide comparison

**Vice President for Academic Affairs' Evaluation**

\_\_\_\_\_ Classroom observations

\_\_\_\_\_ Appropriate use of technology

\_\_\_\_\_ Course organization, management

\_\_\_\_\_ Ensures academic integrity

\_\_\_\_\_ Stimulating, active learning environment

\_\_\_\_\_ Review and revise instructional strategies

\_\_\_\_\_ Academic quality, standards, rigor

\_\_\_\_\_ Availability to students outside of class

\_\_\_\_\_ Currency within discipline

\_\_\_\_\_ Contributes positively to departmental goals

\_\_\_\_\_ Incorporation of written and oral communication

\_\_\_\_\_ Respectful interactions with students

\_\_\_\_\_ Evaluation of student performance

\_\_\_\_\_ Willingness to accept duties as appropriate

\_\_\_\_\_ Course syllabi aligned with program goals

\_\_\_\_\_ Resolves interpersonal conflict appropriately

\_\_\_\_\_  
Comments:

**2. Scholarly or Creative Activity**

**Overall Evaluation** (circle one)

Exemplary      Meritorious      Satisfactory      Needs Improvement

**Summary of Other Evaluations**

\_\_\_\_\_ Peer reviews (N = \_\_\_\_\_)      \_\_\_\_\_ Peer Recognition Committee (if applicable)

**Vice President for Academic Affairs' Evaluation**

\_\_\_\_\_ Possesses terminal degree (M or NI only)      \_\_\_\_\_ Contributes positively to departmental goals  
\_\_\_\_\_ If no (NI), progress toward degree      \_\_\_\_\_ Respectful interactions with colleagues  
\_\_\_\_\_ Currency (knowledge/skills) in discipline      \_\_\_\_\_ Willingness to accept duties as appropriate  
\_\_\_\_\_ Scholarly/creative activities (See IV.B.2)      \_\_\_\_\_ Resolves interpersonal conflict appropriately  
\_\_\_\_\_ Application for extramural funding      \_\_\_\_\_ Other

---

Comments:

---

**3. Professional Service**

**Overall Evaluation** (circle one)

Exemplary      Meritorious      Satisfactory      Needs Improvement

**Summary of Other Evaluations**

\_\_\_\_\_ Peer reviews (N = \_\_\_\_\_)      \_\_\_\_\_ Peer Recognition Committee (if applicable)

**Vice President for Academic Affairs' Evaluation**

\_\_\_\_\_ University service      \_\_\_\_\_ Student advising  
\_\_\_\_\_ Departmental service      \_\_\_\_\_ Supervision of student teachers  
\_\_\_\_\_ Professionally relevant community service      \_\_\_\_\_ Professional consultation  
\_\_\_\_\_ Service to professional discipline      \_\_\_\_\_ Contributes positively to departmental goals  
\_\_\_\_\_ P-12 Service      \_\_\_\_\_ Respectful interactions with colleagues  
\_\_\_\_\_ Student recruitment and retention      \_\_\_\_\_ Willingness to accept duties as appropriate  
\_\_\_\_\_ Student organization sponsor/supervisor      \_\_\_\_\_ Resolves interpersonal conflict appropriately

---

Comments:



---

Comments:

---

## 6. Management Skills: Budget, Administrative, Schedule

### Overall Evaluation (circle one)

Exemplary      Meritorious      Satisfactory      Needs Improvement

- \_\_\_\_\_ Prepares fall, spring, and summer schedules in accordance with established timelines and guidelines
- \_\_\_\_\_ Monitors course rotation (2-year course cycles) to ensure timely graduation
- \_\_\_\_\_ Monitors cross-discipline conflicts for the benefit of the students and with the smallest impact on departments
- \_\_\_\_\_ Works with student advising center to coordinate the assignment of advisees to department faculty
- \_\_\_\_\_ Produces accurate faculty load reports
- \_\_\_\_\_ Ensures degree plans are up to date and informs records of any changes
- \_\_\_\_\_ Ensures that the faculty provide the Vice President for Academic Affairs course syllabi for the courses being taught that semester
- \_\_\_\_\_ Maintains institutional syllabi files and ensures that Vice President for Academic Affairs has the most recent, accurate version
- \_\_\_\_\_ Prepares & revises catalog copy in accordance with the established timelines and guidelines
- \_\_\_\_\_ Ensures compliance with federal regulations (*e.g.*, Equal Opportunity, Title IX, ADA, etc.)
- \_\_\_\_\_ Ensures that the faculty submit mid-term and final grades in accordance with guidelines
- \_\_\_\_\_ Ensures annual assessments are administered
- \_\_\_\_\_ Coordinates program data accumulation & reporting (annual)
- \_\_\_\_\_ Engages in ten-year accreditation self-study (national)
- \_\_\_\_\_ Efficiently manages budgets (*e.g.*, balances, transfers, student wages)
- \_\_\_\_\_ Follows business office procedures (*e.g.*, purchases, travel requests, contracts)

---

Comments:

---

## 7. Management Skills: Student Services

### Overall Evaluation (circle one)

Exemplary      Meritorious      Satisfactory      Needs Improvement

- Evaluates degree plans and graduation applications in accordance with established timelines and guidelines
  - Follows procedures for late drops, withdrawals, incompletes, additions, course overloads, and independent stu
  - Addresses student complaints appropriately and effectively
  - Ensures that faculty meet with advisees in accordance with the intent of mandatory advising
  - Other
- 

Comments:

### 8. Program Development: Searches

**Overall Evaluation** (circle one)

Exemplary      Meritorious      Satisfactory      Needs Improvement

- Follows search process management protocol (e.g., files, acknowledgements, correspondence)
  - Preparation and publication of appropriate notices with regard to faculty searches
  - Other
- 

Comments:

---

## 9. Academic: Curriculum

### Overall Evaluation (circle one)

Exemplary      Meritorious      Satisfactory      Needs Improvement

\_\_\_\_\_ Provides leadership in course and curriculum development, revisions, and deletions

\_\_\_\_\_ Conducts five-year program review (state)

\_\_\_\_\_ Ensures the alignment of department mission and goals with institutions and accrediting agencies (program and institutional)

\_\_\_\_\_ Other

---

Comments:

---

## 10. Public Relations and Recruitment

### Overall Evaluation (circle one)

Exemplary      Meritorious      Satisfactory      Needs Improvement

\_\_\_\_\_ Participates in recruitment activities

\_\_\_\_\_ Promotes connections with regional schools, and holds campus events for P-12 students and community

\_\_\_\_\_ Works with institutional advancement to develop posters, brochures, and web pages

\_\_\_\_\_ Other

---

Comments:

---

**Overall Evaluation** (circle one)

Exemplary      Meritorious      Satisfactory      Needs Improvement

---

Comments:

---

Signature, Vice President for Academic Affairs      Date                      Signature, Department Chair                      Date

Note: Copies must be retained by the Vice President for Academic Affairs for five years. All copies must be signed. Faculty member's disagreement with any part of the evaluation may be noted in writing and attached to all copies.

**FORM D**

**EVALUATION OF DEPARTMENT CHAIR BY FACULTY**

Name of Department Chair: \_\_\_\_\_

Department: \_\_\_\_\_

Directions: Faculty members are responsible for completing this evaluation in accordance with Handbook policies. Please indicate your rating in the box provided. If you do not feel qualified to answer a particular item please leave it blank.

*Rating*

- *Exemplary* - Performance significantly exceeds the University's expectations for retention, tenure, and promotion.
- *Meritorious* - Performance exceeds the University's expectations for retention and meets the expectations for tenure and promotion.
- *Satisfactory* - Performance meets the University's expectations for retention of probationary faculty, but may not be sufficient for tenure and promotion.
- *Needs Improvement* - Performance does not meet the University's expectations for retention, tenure, and promotion.

	<b>Exemplary</b>	<b>Meritorious</b>	<b>Satisfactory</b>	<b>Needs Improvement</b>
Provides leadership in establishing departmental philosophy				
Appropriate delegation of responsibilities				
Provides effective mentoring for new & adjunct faculty				
Represents department to administration, campus, and community				
Provides opportunity for faculty input.				
Fosters collegiality and good morale among faculty				
Is responsive to faculty needs and concerns				
Encourages and supports faculty development opportunities				
Completes and provides constructive feedback to faculty as required (observation, annual evaluations, and comprehensive evaluations)				
Listens well				
Exercises sound judgment when making administrative decisions				

	<b>Exemplary</b>	<b>Meritorious</b>	<b>Satisfactory</b>	<b>Needs Improvement</b>
Follows the handbook procedures (e.g. retention, tenure, promotion recommendations)				
Keeps faculty well informed via department meetings and/or correspondence				
Provides support and encourages course and curriculum development, revisions, deletions				
Ensures the alignment of department mission and goals with institutions and accrediting agencies (program and institutional)				

**Please comment on your Department Chair's overall performance.**

Strengths

---



---

Weaknesses

---



---

I support the continued appointment of the Department Chair \_\_\_ Y/N

*Optional*

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Signature (type again if online)

**Form E**  
**RETENTION BALLOT**

I support a recommendation to the ASU administration for the retention of:

\_\_\_\_\_  
Candidate's Name

YES \_\_\_\_\_

NO \_\_\_\_\_

*Please express your professional opinion regarding the candidate's strengths and areas for improvement in space provided below. (Note: Comments should be confined to performance characteristics that are appraised through the normal evaluation process.)*

**Comments**

\_\_\_\_\_  
Signature: Committee Member

\_\_\_\_\_  
Date

**Form F**  
**PROMOTION TO ASSOCIATE PROFESSOR BALLOT**

I support a recommendation to the ASU administration for the promotion from Assistant Professor to Associate Professor for:

\_\_\_\_\_  
Candidate's Name

YES \_\_\_\_\_

NO \_\_\_\_\_

*Please express your professional opinion regarding the candidate's strengths and areas for improvement in space provided below. (Note: Comments should be confined to performance characteristics that are appraised through the normal evaluation process.)*

**Comments:**

\_\_\_\_\_  
Signature: Committee Member

\_\_\_\_\_  
Date

**Form G**  
**PROMOTION TO PROFESSOR BALLOT**

I support a recommendation to the ASU administration for the promotion from Associate Professor to Professor for:

\_\_\_\_\_  
Candidate's Name

YES \_\_\_\_\_

NO \_\_\_\_\_

*Please express your professional opinion regarding the candidate's strengths and areas for improvement in space provided below. (Note: Comments should be confined to performance characteristics that are appraised through the normal evaluation process.)*

**Comments:**

\_\_\_\_\_  
Signature: Committee Member

\_\_\_\_\_  
Date

**Form H**  
**TENURE BALLOT**

I support a recommendation to the ASU administration that Tenure be granted for:

\_\_\_\_\_  
Candidate's Name

YES \_\_\_\_\_

NO \_\_\_\_\_

\_\_\_\_\_  
Signature: Committee Member

\_\_\_\_\_  
Date

\_\_\_\_\_

**FORM I**  
**LEAVE REQUEST FORM**

Name: \_\_\_\_\_

Type of Leave Requested (check one)

- Sabbatical  
 Administrative  
 Leave Without Pay

Dates and Types of Last Leave (if requesting sabbatical leave)

Dates of Requested Leave:

**Applications for Sabbatical Leave Only:**

Attach a detailed **Sabbatical Plan** that complies with Section X.A.2.a. of this **Handbook** to this application and submit to your Department Chair or Vice President for Academic Affairs where applicable.

My signature below attests that I understand and agree to the following conditions:

During my sabbatical, I may receive a scholarship, fellowship, grant or other remuneration in addition to my salary or accept other employment only if the remuneration and/or employment contributes to the achievement of the goals specified in my sabbatical plan and are approved in writing by the President in advance of my receipt or acceptance thereof.

Upon the completion of my sabbatical, I shall either return to the University for a full year's employment or reimburse the University in full for all salary paid to me during the sabbatical. Exceptions to this agreement must be approved in writing by the President.

Upon returning from sabbatical, I shall hold the same rank and receive the same salary, seniority and rights to retention that I would have received if I had not taken the sabbatical.

I understand and agree that I am accountable for complying with University and Trustee policies and state law governing sabbatical leaves; that I have read, understand, and agree to comply with section IX.A. of the ASU Faculty Handbook governing sabbatical leaves; and that I may be personally liable for all salary, benefits or other compensation paid to me by the University or Trustees if I apply for and take a sabbatical that does not comply with these policies and/or state law.

Within **sixty days of the last day of the semester (or, if the sabbatical lasts two semesters, the second semester) in which my sabbatical was taken**, I shall submit a final sabbatical report to the Department Chair or Vice President for Academic Affairs where applicable. The report shall summarize my activities during my sabbatical in sufficient detail to permit a determination of whether I **performed the research or other work** specified in my sabbatical plan.

I understand that my final sabbatical report is a public record open for public inspection under the Colorado Public Records Act. I understand and agree that I will be ineligible for any future sabbaticals if I fail to achieve the goals specified in my sabbatical plan.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM J**  
**PROFESSIONAL GRIEVANCE COMMITTEE REQUEST**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Department: \_\_\_\_\_

Mailing Address for Grievance Reports or Communications:

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

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

Respondent (if any):

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

Remedy sought to date:

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Printed/Typed Name of Grievant(s)

Submit copies of this form to:

1. Faculty Senate President
2. Respondent
3. Vice President for Academic Affairs

Date received \_\_\_\_\_

## FORM K

### Peer Review Form

You have the opportunity and are encouraged to offer your comments on the strengths of your peers as well as areas in which improvement would enhance effectiveness. Please use this form to offer your observations about any or all colleagues in your school. Anonymous transcriptions of comments will be placed in the evidence folder of the faculty members. Forms that are not signed will not be considered by the Department Chair (or Vice President for Academic Affairs where applicable). Please return to the Chair (or where applicable the Vice President for Academic Affairs) by the date specified in Section IV. B. above.

Name of colleague \_\_\_\_\_

Strengths and/or areas needing improvement in teaching effectiveness, scholarly activities, and service:

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
(please print)