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**Part 13 – Severance**

**2-3-1301 Severance.**

**2-3-1301(1) Non-Reappointment.**

A recommendation not to reappoint or not to grant tenure to a non-tenured faculty member shall be made to the faculty member in writing. A recommendation not to continue the appointment of a faculty member holding tenure with more than three years of service at the University because of program or budget exigencies shall be made in accordance with 2-3-1301(5)(d), Identification and Notice of Faculty Whose Contractual Rights, are to be Reduced or Terminated. The provisions of this section shall not be applicable to a dismissal for other good cause.

**2-3-1301(2) Resignation.**

An employee may terminate their contract:

- (a) by giving written notice to the University's signatory on the contract at least sixty (60) calendar days prior to the first day of the contract period, or
- (b) at the end of an academic term, provided written notice is given to the University's signatory on the contract at least thirty (30) calendar days prior thereto.

**2-3-1301(3) Retirement.**

No age limit.

**2-3-1301(4) Transitional Appointments.**

Full-time tenured faculty members may be granted a transitional appointment, subject to the approval of the President and fulfillment of the conditions in this section 2-3-1301(4). A transitional appointment allows for a phased

disengagement from full-time teaching, research, and service in anticipation of retirement. During the time of transitional appointment the faculty member continues to be an active, productive member of the academic unit while at the same time having the time and opportunity to prepare for the time of full retirement. The faculty member on a transitional appointment continues to participate in the teaching, advising, service and research activities of the department/school subject to the part-time provisions of their appointment.

- (a) Eligibility. Full-time, tenured faculty members are eligible to request a transitional appointment. Academic administrators who also hold a tenured faculty appointment are eligible to request a transitional appointment within the context of their academic faculty roles. Administrative professionals and non-tenure track academic faculty are not eligible for transitional appointments. A transitional appointment may not be used in lieu of any other form of leave provided at the University, including, but not limited to, parental, medical, disability or personal leave.
- (b) Review and approval. Transitional appointments must be approved by the President after review by the department chair/school director, dean and chief academic officer. Transitional appointments will be evaluated on the basis of the needs of the University.
- (c) Procedure for requests. Requests for transitional appointment should be submitted in writing to the department chair/school director one full academic year before the requested commencement of the transitional appointment. A time period of less than one year may be allowed only in those cases where such appointments with lesser notice are considered to be in the interest of the University and with the approval of the department chair/school director, the dean, the chief academic officer (CAO) and the President.
- (d) Term. A transitional appointment is normally for a term of one year, but may have a term of no more than four years with the approval of the department chair/school director, dean, CAO, and the President. A transitional appointment concludes with the abrogation of tenure. However, this does not preclude subsequent full-time or part-time employment in a non-tenured position subject to the needs and resources of the university. After the commencement of the transitional period, a transitional appointment may not be modified to a regular appointment. A faculty (d) member may elect to take full retirement prior to the end of the transitional contract provided they give notice of their intent to retire at least thirty (30) days prior to the end of the

academic term immediately prior to the faculty member's chosen retirement date.

- (e) Tenure status. A faculty member on a transitional appointment retains tenure until the conclusion of the transitional appointment.
- (f) Salary/workload. The terms of a transitional appointment shall normally be fifty (50) percent of the faculty member's normal appointment time and fifty (50) percent of a full work load at 50 percent salary, but exceptions which permit a variation from the fifty (50) percent may be negotiated. In no case shall the percentage of salary paid during a transitional appointment exceed the pro rata percentage of the assigned FTE during the transitional appointment contract. Exact percentages are subject to negotiation between the University and the faculty member and shall be spelled out in the transitional appointment contract and approved by the process provided in 2-3-1301(4)(d).
- (g) Benefits. Faculty members on transitional appointments who participate in the University's Optional Retirement Plan (ORP), are eligible for all benefits, and receive the University's benefits contribution on the same basis as other faculty with regular appointments within the ORP. Faculty members on transitional appointments who are PERA annuitants are eligible for all benefits except university contributions to PERA, but may be subject to PERA's annuity penalty for "post retirement" work for a PERA affiliated employer, including the University, in excess of 110 days in any calendar year. Transitional faculty receiving PERA annuity should determine directly with that organization what effects, if any, these transitional appointments have on their PERA annuity amounts.
- (h) Pay and benefit adjustments. Faculty members on transitional appointments are considered for any pay and benefit increases on the same basis as faculty holding regular appointments, proportionate to the extent of the appointment. Leave policies shall be in effect, except that faculty on transitional appointments are not eligible for sabbatical leaves.

**2-3-1301(5) Reduction in Force.** This document establishes the process which shall be followed by the University in implementing a Reduction in Force. This document also sets forth procedures for the identification of faculty whose contractual rights are to be reduced or terminated due to a Reduction in Force and defines the procedure which is due each individual affected by Reduction in

Force. This document may be supplemented or mended from time to time, as set forth in 2-3-1301(5)(h), Amendment.

**2-3-1301(5)(a) Definitions.**

- (I) Administrators: Administrators are exempt employees of the University who are not faculty members as defined below.
- (II) Board: The Board is the BOT of the University of Northern Colorado.
- (III) Faculty Members: For the purposes of this document, faculty members are employees of the University whose contractual agreement includes an FTE assignment for classroom teaching, research, service, departmental/divisional administration, coaching and/or librarian assignments. For the purposes of this document, individuals who are serving in faculty and/or administrative positions and who maintain the right to a tenured or tenure-(III) track position within the University shall be considered faculty members to the full extent of their tenure rights. Individuals who maintain the rights to a faculty position and whose salaries are fully or in part paid by grants or other non-State funds shall be considered faculty members to the full extent of their retained rights. The term "faculty member" shall not include graduate or teaching assistants, emeritus faculty appointments, or employees within the Colorado State Personnel System.
- (IV) Financial Exigency: Financial exigency is a bona fide and demonstrable financial crisis which materially threatens the ability of the University to continue its statutorily mandated function, and which is caused by:
  - (A) A substantial reduction in the legislative general fund revenues appropriated and available to the University or
  - (B) A substantial reduction in tuition funds or other cash funds available to the University, which cannot be alleviated by less drastic means.
- (V) Full-time Faculty Members: Full-time faculty members are faculty members with 1.0 FTE assignments within the University for at least two semesters in the fiscal year in which the plan is being formulated which consists of classroom teaching, research, service, departmental or divisional administration, coaching, and/or librarian assignments. Employees who maintain the right to return to a full-time faculty position shall be considered full-time faculty members. BOT approved

leaves, including, but not limited to sabbatical leave, shall not affect full-time status for the purposes of this document.

- (VI) Joint Retrenchment Committee. The Joint Retrenchment Committee (JRC) is an ad hoc committee consisting of the CAO, two other University employees chosen by the President, five (5) faculty members elected by the faculty according to procedures to be established by the Faculty Senate Elections Committee and, at the discretion of the Student Senate, one (1) student chosen by the Student Senate. Such procedures shall assure that the five (5) faculty members come from five different schools/colleges. The chair of the Faculty Senate shall then select an additional faculty member to preside over the Joint Retrenchment Committee who shall not vote except in the case of a tie vote. The committee will remain in force throughout the period of the financial exigency and the completion of all aspects of the plan (including recall).
- (VII) Part-time Faculty: Part-time faculty members are faculty members who are not full-time faculty as defined above.
- (VIII) President: The President is the chief executive officer of the University. Duties of the President as described in this document may be delegated in writing by the President to a designee.
- (IX) Program Area: Program area is that portion of a department, division, or school having a clearly defined existence as designated by the CAO in consultation with the appropriate chair/director and the unit dean, in which faculty members perform their duties and as may be designated in each faculty members' contract of employment.
- (X) Program Discontinuance or Reduction: Program discontinuance or reduction is the elimination or reduction of a program area pursuant to a Reduction in Force.
- (XI) Reassignment: Reassignment is the change of the job title, job description, and/or job assignment of a faculty member employed by the University on the date the BOT initiates a Reduction in Force.
- (XII) Recall: Recall shall be the appointment of a faculty member whose contractual rights were reduced or terminated by a Reduction in Force, to a position which is equivalent to the position formerly held before the Reduction in Force. The President, in consultation with the JRC, shall determine the equivalency of the positions.
- (XIII) Recall Period: The recall period is for 1,095 calendar days following the effective date of a Reduction in Force.

- (XIV) Reduction in Force: Reduction in Force is the partial or complete separation from service to the University of tenured faculty, or the removal of tenure-track or term faculty prior to the end of the specified term of their contract. A Reduction in Force is accomplished pursuant to the process and procedures described in this document, and except for dismissal or suspension for cause pursuant to 1-1-310(3), Dismissal, is the only means by which tenured faculty may be reduced or terminated. A Reduction in Force must be based on one (1) of the following factors:
- (A) Financial exigency;
  - (B) A material change in the educational priorities of the University, made in good faith;
  - (C) The clearly demonstrated failure of a program to contribute to the University's established role and mission; or
  - (D) A legislative or gubernatorial directive to change the educational priorities of the University or to eliminate or reduce teaching or faculty personnel or a program, degree or course of study.

When Reduction in Force is based on financial exigency, factors other than financial crisis, including the desire to reorganize the University or to implement long-range educational policy, shall not be used to justify the declaration of financial exigency. However, declaration of financial exigency shall not preclude consideration of these factors in developing solutions for resolving the crisis.

When Reduction in Force is being considered for reasons other than financial exigency, financial reasons may play a significant role in the decision to reduce the number of programs or the scope and size of specific programs, however, the identification of the program(s) proposed for elimination or reduction and the final decision on whether the program(s) will be reduced or discontinued shall be based primarily on reasons of educational policy.

- (XV) Reduction in Force Plan: A Reduction In Force Plan is a plan developed pursuant to 2-3-1301(5)(c), Procedures for the Development of a Reduction in Force Plan, as a result of the BOT decision to initiate a Reduction in Force.

- (XVI) Re-employment: Re-employment shall occur when a faculty member whose contractual rights were reduced or terminated by a Reduction in Force is employed in a position within the University which is neither equivalent to the position formerly held nor the result of a reassignment.
- (XVII) Retrenchment: A reallocation, reduction, or elimination of resources which may include a Reduction in Force.
- (XVIII) College: Colleges include the following units of the University: Arts and Sciences, Business Administration, Education, Health and Human Sciences, Performing and Visual Arts, and the University Libraries. For purposes of this section 2-3-1301, Severance, "Unit" and "College" may be used interchangeably.
- (XIX) Tenured Faculty Member: A tenured faculty member is a faculty member serving under a tenure contract.
- (XX) Tenure-Track Faculty Member: A tenure-track faculty member is a faculty member who is serving under a tenure-track contract.
- (XXI) Term Faculty Member: A term faculty member is a faculty member under a term contract.
- (XXII) Time-In-Service

Time-In-Service in a Program Area: The total number of semesters that a faculty member has been employed within a program area.

Time-In-Service in a Department/Division: The total number of semesters that a faculty member has been employed within a department/division/school.

Time-In-Service in the University: The total number of semesters that a faculty member has been employed within the University.

(A) Only faculty members who have at least a 0.50 FTE academic year assignment in classroom teaching, research, service, departmental/divisional administration, coaching, and/or librarian assignments shall be eligible to accrue time in service in a program area or in a department/division/school.

- (B) Semesters spent on sabbatical leave or other approved leave of absence will count toward time-in-service in a program area, a department/division/school, and in the University.
- (C) Except for approved leaves of absence under the conditions of (B) above, the recall provision in 2-3-1301(5)(e)(V), Recall of Reduced Faculty to Equivalent Positions, the reassignment provisions in 2-3-1301(5)(e)(III)(A), and the retraining provisions in 2-3-1301(5)(e)(III)(B), Assistance for Faculty Facing Reduction in Force, a break in service in a program area, a department/division/school, and the University has occurred when a faculty member has not been employed in the University for two or more semesters in a fiscal year. A faculty member shall not be entitled to count any time-in-service in a program area, a department/division/school, or the University accrued prior to such a break in service: time-in-service in a program area, a department/division/school, and the University shall not be considered broken by BOT-approved leaves of absence, paid or unpaid.
- (D) Time-in-service shall be determined as of the date the BOT initiates a Reduction in Force.
- (E) Chief Academic Officer (CAO)/Vice President for Academic Affairs: The Vice President for Academic Affairs is the Chief Academic Officer (CAO) of the University. Duties of the Vice President for Academic Affairs as described in this document may be delegated in writing by the CAO to a designee.

**2-3-1301(5)(b) The Joint Retrenchment Committee.**

- (I) Creation of the Committee: The Joint Retrenchment Committee shall be created as set forth in 2-3-1301(5)(a), Definitions, at such time as the President shall make a preliminary determination, as described in 2-3-1301(5)(c), Procedures for the Development of a Reduction in Force Plan, that a financial exigency may exist or that one of the other factors which may authorize a Reduction in Force may exist.

The President's preliminary determination and all related documentation (supporting or opposing the President's preliminary determination) shall be submitted to the Joint Retrenchment Committee, which shall thereupon conduct an investigation and submit its written report to the President within sixty (60) days after its creation. The report shall reflect the Joint Retrenchment



Committee's determination that:

- (A) A financial exigency may or may not exist.
- (B) That any of the other factors which may give rise to a Reduction in Force does exist or does not exist.
- (C) If a financial exigency may exist, a recommendation of those means, short of a Reduction in Force, which may be utilized to prevent or minimize a Reduction in Force.
- (D) If any of the other factors which may give rise to a Reduction in Force may exist, a recommendation of those means, short of a Reduction in Force, which may be utilized to prevent or minimize a Reduction in Force.
- (E) A legitimate basis, after exhaustion of all other alternatives, exists for the BOT to initiate a Reduction in Force.

Upon receipt of the report of the Joint Retrenchment Committee, the President shall take such action as may be authorized pursuant to 2-3-1301(5)(c), Procedures for the Development of a Reduction in Force Plan.

- (II) Powers of the Committee: The JRC shall have the enumerated powers set forth below and any other powers not specifically enumerated to enable it to fulfill its purpose as contemplated herein:
  - (A) To interpret all policies and procedure specified in this Reduction in Force document.
  - (B) To conduct a full investigation and report as outlined in 2-3-1301(5)(b)(I), Creation of the Committee.
  - (C) To retain such outside experts and professional assistance as may be reasonably necessary to facilitate its duties; provided, however that any requests for funding in excess of the amount allowed by the State fiscal policies shall first be submitted to, and approved by a person or group having authority to approve such expenditures (i.e., the President, the BOT, the Faculty Senate, etc.).
  - (D) To conduct any supplemental investigations which may be required to fulfill its duties in the event the BOT initiates a Reduction in Force as set forth in 2-3-1301(5)(c), Procedures for the Development of a Reduction in Force Plan.
  - (E) To draft a Reduction in Force Plan for submission to the President and/or the BOT.
  - (F) To identify faculty members whose contractual or other rights may be reduced or terminated as a result of an approved Reduction in Force.
  - (G) To appear and make presentations to any other person or

committee designed to hear the grievances or complaints of any faculty member identified pursuant to subsection (vi) above.

- (III) Conduct of Committee Business: A condition for an individual accepting membership on the JRC shall be that the individual agrees to maintain confidentiality of all discussions, except as may be required to be disclosed at any hearing initiated by a reduced or terminated faulty member. The CAO shall provide such clerical staff as will be necessary for preparing all minutes and motions and shall be responsible for all mailings. All clerical staff and outside experts and professionals shall be required to maintain confidentiality at least to the same extent as committee members.

### **2-3-1301(5)(c) Procedures for the Development of a Reduction in Force Plan.**

- (I) The President shall periodically review the entirety of the University's needs and circumstances; provided, however that such review shall be conducted at least once every three years. In conducting their review, the President may, but need not, consult with such University committees or with the Faculty Senate committees as s/he deems appropriate. Upon conclusion of their review, the President shall submit a written preliminary report to the Faculty Senate, stating whether or not they believe one or more factors exist which may require a Reduction in Force. If the President preliminarily concludes that a Reduction in Force may be required, they shall immediately cause the JRC to be created and initiate its work.
- (II) If the President's preliminary report indicates that one or more factors exist which may give rise to a Reduction in Force for financial reasons, the report shall include:
  - (A) Description of the nature and degree of the financial crises faced by the University, which gives rise to a claim of financial exigency.
  - (B) A list of the alternative measures already taken and those which could be taken in order to avoid resorting to a Reduction in Force, including the anticipated dollars and FTE positions which will be saved by normal attrition, and an identification and review of all vacant positions.
  - (C) A statement of the reasons those measures and normal attrition are not adequate to alleviate the financial crisis.
  - (D) A statement of the reasons the financial crisis is of sufficient

severity to justify the belief that a Reduction in Force may be required.

- (III) If the President's preliminary report indicates that one or more factors exist which may give rise to a Reduction in Force for reasons other than financial exigency, the report shall include:
  - (A) An identification of the specific reason or reasons a Reduction in Force is deemed necessary.
  - (B) A statement and analysis of the educational policy considerations being relied upon to support a Reduction in Force.
  - (C) A list of the alternative measures already taken and those which could be taken in order to avoid resort to a Reduction in Force, including the anticipated dollars and FTE to be saved by normal attrition and an identification and review of all vacant positions. If the report identifies specific program areas recommended for discontinuance or reduction, then this provision shall apply as to each program area identified.
  - (D) A statement of the reasons those measures and normal attrition are not adequate to alleviate the need for a Reduction in Force. If the report identifies specific programs or areas to be recommended for reduction, then this provision shall apply as to each program or area identified. The President's report will be presented to the JRC for consideration and act in accordance with 2-3-1301(5)(b), The Joint Retrenchment Committee.
- (IV) Upon receipt of the report of the JRC, as described in 2-3-1301(5)(b), The Joint Retrenchment Committee, the President may take any one or more of the following actions:
  - (A) Accept the report and recommendation of the JRC and take such action as may be authorized below.
  - (B) Reject the report and recommendation of the JRC in whole or in part. In such event the specific issues of the rejection shall be set out in writing and submitted to the JRC for consideration. Within fifteen days after the submission of the President's rejection document to the JRC, the President shall meet with the JRC to determine if any disputed matters can be resolved and a joint report agreed upon. If a joint report is agreed upon which recommends a Reduction in Force, such report shall be submitted to the BOT for consideration and action. Upon submission to the

BOT, copies of the joint report shall be furnished to the Faculty Senate, deans, the STUDENT SENATE, and made available to other appropriate University organizations upon request.

- (C) If the President and the JRC are not able to resolve their differences and either the President or the JRC advocate a Reduction in Force, a report recommending a Reduction in Force may be submitted by the advocate of a Reduction in Force along with the report of the other side. Copies of the submissions to the BOT shall be submitted to the Faculty Senate, deans, the STUDENT SENATE, and made available to other appropriate University organizations upon request. The Faculty Senate, a deans' representative, and the STUDENT SENATE shall have fifteen days from receipt of the reports to prepare and submit position papers or other submissions to the BOT.
- (V) Initiation of Reduction in Force. After receiving the report referred to above, and any alternative reports and/or comments, the BOT shall determine whether sufficient grounds exist for a Reduction in Force. If the BOT determines that sufficient grounds exist, the BOT shall initiate a Reduction in Force by directing the President to have a Reduction in Force Plan developed and prepared consistent with this document.
- (A) Planning Constraints. The plan within these Reduction In Force policies and procedures and consistent with 2-3-1301(5)(a), Definitions, may curtail or delete certain programs at the same time that other programs are being retained, expanded, or added only after both the long term and short-term educational and economic implication of such reorganization have been reviewed and evaluated and recommendations are made by the JRC, within a time period established by the President. Programs and services most necessary to meet the educational needs of the students and the State, consistent with the established missions, goals, and values of the University, shall be the highest priority for retention when Reduction in Force is being considered.
- (B) Development of the Plan. The JRC, in consultation with the President, shall prepare a Reduction in Force Plan within ninety (90) days after the BOT initiates the Reduction in Force. The plan shall contain:
  - (i) An explanation of how the Reduction in Force and accompanying reorganization will assist in the resolution of the circumstances giving rise to Reduction in Force.

- (ii) The University's long range strategy for stability and how the Reduction in Force contributes to the accomplishment of the objective.
  - (iii) The projected impact of retrenchment on the affected program area(s) and other program area(s) academically dependent upon them. Issues of accreditation, academic soundness, and academic integrity shall be addressed.
  - (iv) Explicit criteria for reviewing programs, departments, schools, and colleges shall be specified.
- (C) University Review. The Reduction in Force Plan shall be submitted to all faculty including deans, and to the Student Senate. The President, the faculty and students may submit to the JRC, in writing, any disagreements, agreements, or suggested revisions regarding the Plan. The JRC shall review all material submitted and, within twenty-one (21) calendar days after the publication date of the plan, submit the plan (as it may be amended) to the President, with copies to the Faculty Senate, the deans, and the Student Senate. The President, after reviewing the Plan, may propose revisions to the Plan, which revision will then be submitted to the JRC, the Faculty Senate, the deans and the Student Senate with reasons for the revisions. Then the President, accompanied by the chair of the JRC, shall present the Plan and the President's proposed revisions to the BOT. The JRC, the Faculty Senate, the deans, and the Student Senate, or their designated representatives, may present alternative plans, or any portion thereof, and/or their views of the Reduction in Force Plan to the BOT. All plans and proposals shall be submitted to the BOT within 140 calendar days after the Initiation of a Reduction in Force by the BOT. The President has authority to extend any deadlines regarding the preparation and submission of the Reduction in Force plan.
- (D) If the JRC fails to submit a plan within the time limits set out in 2-3-1301(5)(c)(V)(B) and (C), Procedures for the Development of a Reduction in Force Plan (as extended by the President), the President shall thereupon assume the functions and duties of the JRC, and shall prepare and submit the Initial Reduction In Force Plan.
- (E) BOT Review and Action: The BOT after review of the JRC Plan and

any proposed revisions or recommendations presented may direct the President to implement the Reduction in Force Plan as received or modified by the BOT. The date of BOT action adopting the Reduction in Force Plan shall be the effective date of the Reduction in Force Plan.

**2-3-1301(5)(d) Identification and Notice of Faculty Whose Contractual Rights Are to Be Reduced or Terminated.**

The following process shall be carried out according to a schedule established by the CAO.

- (I) Criteria for the Identification of Faculty to be Reduced in Force: Faculty members whose contractual rights are to be reduced or terminated shall be identified by following procedures A through E below. The status of each faculty member within each category below shall be that status as of the date the BOT initiates a Reduction in Force. Implementation of the following procedures F through I shall be completed in accordance with a time schedule established by the Plan. This schedule may be modified by the President from time to time as the process is being carried out, after consultation with the JRC or its authorized representative.
  - (A) The first faculty members to be reduced from a program area shall be those in category (I)(A)(i) below, those in (I)(A)(ii) below shall be reduced next, those in (I)(A)(iii) below next; and so on. The following categories refer to part-time faculty status within the University.
    - (i) Part-time term faculty.\*
    - (ii) Full-time term faculty.\*
    - (iii) Part-time tenure-track faculty.\*
    - (iv) Full-time tenure-track faculty.\*
    - (v) Part-time tenured faculty.
    - (vi) Full-time tenured faculty.

\*In the case of faculty used to replace faculty on leave or in administration, as defined in 2-3-1301(5)(a), Definitions, the faculty members being replaced shall be listed among affected faculty and

the replacement removed from the list.

(B) Within the categories in (I)(A)(i) above, faculty identified to be reduced first shall be those in category (I)(B)(i) below, followed by those in (I)(B)(ii) below, and so on.

- (i) Faculty with a bachelor's degree.
- (ii) Faculty with a bachelor's degree and appropriate certification.
- (iii) Faculty with a master's degree.
- (iv) Faculty with a master's degree and appropriate certification, or with two or more appropriate master's degrees, or with a specialist degree.
- (v) Faculty with a doctorate or other appropriate terminal degree.

(C) Within the categories in (I)(A) through (I)(B) above, faculty identified to be reduced first shall be those in category (I)(C)(i) below, followed by those in (I)(C)(ii) below, and so on.

- (i) Faculty with the rank of instructor.
- (ii) Faculty with the rank of assistant professor.
- (iii) Faculty with the rank of associate professor.
- (iv) Faculty with the rank of professor.

(D) Within the categories in (I)(A) through (I)(B) above, faculty identified to be reduced first shall be those in category (I)(D)(i) below, followed by those in (I)(D)(ii) below, and so on.

- (i) Least time-in-service in the affected program area.
- (ii) Least time-in-service in the affected department/division.
- (iii) Least time-in-service in the University.

(E) If after applying steps (I)(A) through (I)(D) above, further reductions are still needed within the program area, the faculty of the affected program area, with the advice of the department chair/division director and the dean, shall make recommendation to the JRC of the individuals to be reduced based on program need and quality.

(F) A list of faculty members ranked by procedures (I)(A) through (I)(E) above, must be submitted to the JRC by the chair of the department or director of the division housing the affected

program area. The JRC is responsible for verifying that the departmental/divisional submission is in conformance with criteria (I)(A) through (I)(E) above. Once the list of faculty ranked by the above procedures has been verified by the JRC, the Committee will identify the faculty whose contractual rights will be reduced or terminated by criteria (I)(A) through (I)(E) above.

- (G) Once the faculty to be reduced by the above procedures have been determined and verified, faculty of an affected department/division/school must determine the impact the proposed reductions will have on their ability to deliver the remaining program(s). If the department/division/school faculty determine that the ability of the department/division/school faculty to deliver the remaining program(s) would be enhanced by rearranging the listing for faculty who were identified to be reduced [by procedures (I)(A) through (I)(E) above], the faculty of the affected department/division/school must present to the JRC documentation of the impact and an alternate plan for determining faculty to be reduced from the department/division/school. In this event, the JRC shall review and evaluate the alternate plan and forward its recommendation to the President along with all materials received. The President shall decide whether or not to accept an alternate plan. If no alternate plan is submitted by the faculty of the department/division/school, the chair of the department or division housing the affected department/division/school shall send to the JRC a statement to verify that: 1) the faculty to be reduced will be determined by the procedures in (I)(A) through (I)(E) above, and 2) the faculty of the department/division/school have determined that their ability to deliver the remaining program(s) would not be enhanced by an alternate plan to select faculty to be reduced from the department/division/school.
- (H) Within a time limit established by the JRC and approved by the President, individual faculty members in any affected department/division/school may submit a written minority report to the JRC reacting to the Plan relative to program areas within the department/division/school submitted to the JRC. The (H) JRC shall review and evaluate all minority reports and forward its recommendations to the President together with all materials received.
- (I) Copies of all correspondence received by the JRC from an affected



department/division/school shall be sent to every faculty member in that department/division/school within a time limit established by the JRC.

- (j) Upon review of all materials forwarded by the JRC, the President shall identify the faculty members to be reduced and communicate, in writing, their names to the faculty of any affected department/division/school, the appropriate chair/director, dean, and the JRC.
- (II) Notice of Reduction in Force:
  - (A) Tenured faculty members to be reduced or terminated, and tenure-track and term faculty whose contractual rights are to be reduced or terminated prior to the expiration the contract terms, as the result of a Reduction in Force, shall be entitled to receive notice or salary in lieu of notice in accordance with the following schedule; 365 days for tenured faculty and for tenure-track faculty with eighteen months or more of time-in-service in the University; 180 days for tenure-track faculty with less than eighteen months but at least nine months of time in service in the University; ninety (90) days for tenure-track faculty with less that nine months time in service in the University, and for term faculty.

This notice period may be modified if notice of a reduction or termination is given after the end of one academic year, but before the start of the next academic year. Under this circumstance, the faculty member will be compensated for the period of the delay in notice, and the reduced or terminated faculty member's employment will end at the close of the new academic year.

- (B) The notice shall state that the contractual rights which were terminated or reduced were accomplished according to the procedures of this document and indicate review rights of the faculty member whose contractual rights are being reduced or terminated.
- (C) All faculty are responsible for having on file with the administrative office housing their program area, a current address and telephone contact. The administrative office housing the program area is responsible for supplying to Human Resources, upon request, the current address and telephone contact of each faculty member in the program area. The University will meet its

responsibility to affected faculty by sending notices and communications required by this document to the address provided by the administrative office housing the program area or, through University mail, to the faculty member's University address of record and obtaining receipts when reasonably possible indicating that the documents have been delivered to the affected persons.

(III) Effective Date of Termination or Reduction of Contractual Rights:

- (A) The effective date of the reduction or termination of contractual rights of a faculty member shall be at the end of the academic year with two exceptions: as (A) provided in 2-3-1301(5)(d)(III)(B) and in cases where to do so would violate the notice provisions of 2-3-1301(5)(d)(II)(A) Notice of Reduction in Force. In all such cases in the latter category, the effective date of the reduction or termination shall be the end of the subsequent academic year.
- (B) If a reduction or termination of contractual rights is due to the reduction or termination of funding from grant or other non-State appropriated sources prior to the end of a academic year, the effective date of the reduction or termination of contractual rights shall be the last day of such non-State appropriated funding. Notice of the reduction will be given sixty (60) calendar days prior to the date of reduction unless the President is not notified of the loss of funding until after that date, in which case notice will be given immediately after the President is informed of the loss of funding.
- (C) Faculty members affected by termination of grant or other non-State funding, and who maintain the rights to a faculty position funded by State funds, shall return immediately to the State-funded faculty position and the temporary employee who held the State-funded position shall be terminated.
- (D) If while a faculty member who maintains the rights to a State-funded faculty position is on grant or other non-State funding, a Reduction in Force is required, the State-funded faculty position to which the faculty member has a return right may be considered for the reduction if such position is within an affected program area and the procedures identified in 2-3-1301(5)(d)(III)(B) and (C) shall be implemented, using the qualification of the faculty member on grant or other non-State funding.

## **2-3-1301(5)(e) Services, Benefits, and Employment Opportunities for Faculty Facing Reduction in Force.**

- (I) Services and Benefits for Faculty Facing Reduction in Force:
  - (A) A special faculty advocacy task force shall be established by the Faculty Senate Executive Committee in consultation with the President for the purposes of counseling with and advisement of faculty who will be reduced from the University.
  - (B) The Director of Human Resources shall provide the Public Employees Retirement Association (PERA) and such other retirement plan providers approved by the University, with a list of potentially affected faculty members and administrators and solicit the agency's cooperation in providing counseling at individual and group meetings. Such meetings will provide information on retirement benefits and retirement option available to the faculty and administrators.
  - (C) Salary and benefits notwithstanding those provided herein shall cease at the end of the designated academic year, or at the end of the contract term, whichever occurs first, for individuals covered under 2-3- 1301(5)(d)(III)(A), Effective Date of Termination or Reduction of Contractual Rights, and shall cease the day after the (C) effective date of termination or reduction of contractual rights for individuals covered in 2-3- 1301(5)(d)(III)(B).
- (II) Reassignment. Faculty members in a program area affected by Reduction in Force will receive special consideration for vacant positions within the University according to 2-3-1301(5)(e)(III)(A), and 2-3-1301(5)(e)(III)(B). In addition, the President may reassign faculty members in an affected program area. Reassigned faculty shall be compensated at their then current year's salary and benefit levels for the remainder of that academic year only. In succeeding years, their salary and benefit levels shall be those regularly established for the position to which they were reassigned. Reassigned faculty members may be placed in a vacant faculty, classified, or exempt position. Those faculty members who are reassigned to a vacant faculty position shall retain their status with respect to rank and/or tenure.
- (III) Assistance for Faculty Facing Reduction in Force:
  - (A) The President shall document that every effort has been made to place faculty members facing Reduction in Force within other

appropriate, alternate, or equivalent vacant positions within the University or within other University approved retirement options.

(B) If placement within the University or other University approved retirement options would be facilitated by a period of retraining, a reduced faculty member may submit to the CAO a plan for retraining, including a targeted vacant position for which the faculty member would be eligible. The plan may be submitted or amended at any time within two (2) years of notification of reduction. Such plans may include UNC tuition discounts as approved by the Colorado Commission on Higher Education, release time with or without pay, time schedule for retraining, available assistance, or any other resources available. Within thirty (30) calendar days after a plan or an amended plan is submitted, the CAO will forward to the President recommendations regarding any requests for University resources. The President will make a final decision. If the plan is accepted as presented or amended, a contract must be executed setting forth the mutual obligations of the faculty member and the University prior to the initiation or amendment of the retraining program. If, after completion of a program of retraining the affected faculty member is re-employed by the University, all prior rank or tenure rights shall be restored as though no break in service had occurred.

(C) Reduced faculty shall receive without charge the use of the University placement and career counseling services and staff assistance in maintaining placement files and services.

(IV) Reduction List:

(A) The names of reduced tenured faculty members shall be placed on a reduction list of 1095 calendar days following the effective date of their Reduction in Force Plan. In addition, for the time period between notification of reduction and the effective date of reduction, names of tenured faculty members so notified will be included on the reduction list. Maintenance of the reduction list shall be the responsibility of the Director of Human Resources. A faculty member's name (A) may be removed from the reduction list at the written request of the faculty member.

(B) All faculty whose names are on the reduction list shall be sent University position vacancy announcements by the Director of Human Resources. For this purpose, it shall be the responsibility of the faculty member to keep the Director of Human Resources

advised of their current address.

(V) Recall of Reduced Faculty to Equivalent Positions:

- (A) If during the recall period an affected program department/division/school is authorized to fill a vacancy, the position shall be offered first to those faculty members on a reduction list who were reduced from that department and who are qualified, as determined by the President after consultation with the dean and the appropriate chair/division director. Among those who are qualified, offers of a recall shall be made in the reverse order of reduction.
- (B) If during the recall period a position is created which is equivalent, as determined by the President, after consultation with the dean or the appropriate chair/director, to one which was eliminated or reduced, it shall be offered first to those faculty members on the reduction list who are qualified, as determined by the President after consultation with the dean and department chair/division director. Among those qualified, offers of recall shall be in the reverse order or reduction. Appeals of equivalence determinations shall be reviewed by the President after consultation with the JRC. Decision by the President or appeals of equivalents shall be final, subject to the faculty member's right to access to the Faculty Grievance Procedures.
- (C) If, after completion of a program of retraining the affected faculty member is re-employed by the University, salary and benefit levels shall be those regularly established for the position to which the faculty member is re-employed; however, all prior rank or tenure rights shall be restored as though no break in service had occurred.
- (D) All offers of recall shall be made, in writing, by the President and sent by registered or certified mail.
- (E) Those faculty members who held tenure appointments on the effective date of reduction shall be awarded tenure upon recall in accordance with the University personnel policies and regulations existing at the time of recall, including these Reductions in Force provisions.
- (F) A faculty member hired in accordance with this section shall have all respective time-in-service in a program area, department/division, and the University accrued prior to the

reduction restored at the time of recall.

- (G) Any reduced faculty member who is recalled shall be eligible to receive the same salary which was received at the time of reduction as adjusted for any changes in salary and benefits that would have been received had reduction not occurred.
- (H) Reduced faculty who refuse an offer of recall to a full-time position shall be removed from the reduction list and the University shall have no further obligation to them.
- (I) If during the recall period an administrator holding tenure in an affected program area and whose position was reduced, declares an intention to return to teaching in the affected program area, the administrator's name will be placed on the reduction list and the administrator will assume relative standing on the list as determined by the procedure in 2-3- 1301(5)(d), Identification and Notice of Faculty Whose Contractual Rights are to be Reduced or Terminated.

(VI) Re-employment of Reduced Faculty:

- (A) The President will establish hiring procedures which ensure that faculty whose names are on the reduction list and who are qualified and apply shall receive initial consideration for re-employment.
- (B) Acceptance of an alternative position by faculty member does not abrogate the right to recall.

**2-3-1301(5)(f) Review of Reduction in Force Contractual Rights Decisions.**

(I) Faculty Review

- (A) All faculty members who have received notice that their contractual rights will be reduced or terminated by a Reduction in Force will be encouraged, in writing, to request review of the decision by a Faculty Review Panel (Panel). The request shall be made in writing to the President within fourteen (14) calendar days after the receipt of the notice of Reduction in Force. A faculty member waives all rights to review by failure to submit a request in writing to the President within the fourteen calendar days.
- (B) Within seven (7) calendar days after receipt of a timely faculty request for review, the President shall submit the request to the chair of the Faculty Senate and shall report to the chair of the BOT

the names of faculty requesting a review by a Panel.

- (C) The chair of the Faculty Senate shall have twenty-one (21) calendar days after receipt of a request to appoint and convene a Panel and submit to the panel the faculty request for review.
- (D) The Panel shall consist of five faculty members chosen at random from all eligible members of the Faculty Grievance Committee. Eligible members of the Faculty Grievance Committee are any present or past members of that committee who are not associated with any department/division identified for discontinuance or reduction in the Reduction in Force Plan and who were not members of the JRC. Eligible members of the Faculty Grievance Committee may decline appointment only for good cause stated in writing to the chair of the Faculty Senate.
- (E) As soon as practical after appointment, the Panel shall give notice of hearing. All proceedings shall be informal and conducted with dispatch. The panel shall keep a complete record of its proceedings and all data or documents gathered or presented to it. The President or any faculty member requesting review may challenge any member of the panel for bias prior to the date of the hearing. Judgement on the challenge by the chair of the Faculty Senate shall be final.
- (F) The cost of the hearing shall be borne by the University but not the cost of transcription for any appeal.
- (G) The burden of proof rests upon the President with regard to establishing that the basis for the Reduction in Force was in accordance with the procedure contained herein. All documents which were relied upon by the President in making their decision will be made available to the affected faculty members for inspection and/or photo copying. The photo copying will be at the requestor's expense.
- (H) The faculty member may present evidence in their defense.
- (I) The hearing before a Faculty Review shall be held in accordance with constitutional due process principles. Faculty members are entitled to the active participation of legal counsel of their own choosing and at their own expense. Either the President or the affected faculty member(s) may call members of the JRC as witnesses.
- (J) If specific issues are common to several hearings, the Panel shall

conduct a single hearing to resolve the common issues before proceeding with the remainder of the hearings. Either the President or a faculty member who has requested review may request and receive a single hearing on common issues.

- (K) Within twenty-eight (28) calendar days of receipt of a faculty request for review from the chair of the Faculty Senate, the Panel shall issue a written report. The report shall briefly identify the issues raised by the faculty member requesting review, summarize the important evidence, and state the Panel's findings and its recommendation on the action taken under the Reduction in Force Plan. Every finding by a Panel shall be deemed an initial decision for purposes of review. The report shall be transmitted to the chair of the Faculty Senate, who shall promptly transmit copies of the report to the President and the affected faculty member. If the number of requests for review makes it impractical for one Panel to comply with this twenty-eight (28) day timeline, additional Panels may be appointed by the chair of the Faculty Senate, and/or the timelines may be extended with the President's approval, such approval not to be unreasonably withheld.
  - (L) In the absence of an appeal to the BOT in accordance with 2-3-1301(5)(f)(II)(A), BOT Review, any initial decision of the Panel shall be the decision of the BOT and shall be final and binding on the parties. Notwithstanding the foregoing, the BOT, on its own motion, may review any initial decision of a Faculty Review Panel if it notifies the parties within twenty-eight (28) calendar days after receipt of the initial decision.
  - (M) The President reserves the right to alter, modify, amend or rescind the original notice of Reduction in Force to the affected faculty member consistent with, in whole or in part, the findings and conclusions of the report of the Panel at anytime prior to final action by the BOT pursuant to 2-3-1301(5)(f)(II)(F), BOT Review.
- (II) BOT Review:
- (A) Within twenty-eight (28) calendar days after receipt of the initial decision of the Panel, the President or the faculty member may request an appeal to the BOT. This appeal must be made in writing and delivered to the Office of the Secretary of the BOT. The letter shall be accompanied by a copy of the Panel's report and a designation of the parts of the transcript of the hearing which that party wishes to have transcribed, if any. The appellant



simultaneously shall send a copy of the letter and designation to all other parties involved in the hearing.

- (B) Within fourteen (14) calendar days after receipt of the designation of transcript, all other parties or the BOT may designate additional portions of the proceedings to be transcribed by sending notice of designation to all other parties involved in that hearing.
- (C) Each party requesting transcription of any portion of the proceedings shall submit to the BOT within fourteen (14) calendar days after the day of such request, evidence of payment in full of the reporter's estimated cost of transcribing the portion of the record designated by the party.
- (D) The BOT shall review and take action on the initial decision of the Panel based solely upon the record developed before the Panel and written and oral arguments presented by the President and the faculty member in accordance with a schedule established by the BOT. At any oral argument permitted by the BOT, the faculty member has the right to the active participation of legal counsel of their own choice and at their own expense.
- (E) In determining the appeal, the BOT shall be governed by the following standards of review:
  - (i) A Faculty Review Panel determination that a program, division or department be discontinued or reduced shall be deemed presumptively correct.
  - (ii) All issues on which the Panel report and the President's final position statement are in accord shall be deemed presumptively resolved.
  - (iii) All other issues shall be resolved by the BOT with due regard to the President's obligation to meet their burden of proof on such issues.

In any event, before reaching a final decision, the BOT must be satisfied that the final decision is in the best interests of the University.

- (F) The BOT shall announce its final decision regarding the appeal within twenty-eight (28) calendar days after the completion of the appeal.
- (G) The President may not seek judicial review of any action of the BOT

setting aside or modifying the President's action of reductions in force.

**2-3-1301(5)(g) Mootness of Administrative Process.**

A Reduction in Force becomes moot when (a) the reduction notice is rescinded prior to the effective date of termination or reduction of contractual rights by the President and (b) written notification of such decision is mailed to the faculty member involved, and (c) the faculty member has been reinstated. A Reduction in Force also becomes moot when a faculty member is offered a position pursuant to 2-3-1301(5)(e) Services, Benefits, and Employment Opportunities for Faculty Facing Reduction in Force.

**2-3-1301(5)(h) Amendment.**

Section 2-3-1301(5), Reduction in Force, may be amended only by first submitting proposed amendments to the Faculty Senate.

**Policy History**

**2-3-1301 SEVERANCE.**

Subsection 2-3-1301(4)(b)(c)(d) Transitional Appointments amended (Mar 2011)