Faculty Council Agenda

1. Approval of January 26th Meeting Minutes


3. Notice of Motion – EPUS Committee
   - “Attributes and Abilities of a CU Graduate”
   - APS #1024 – Approval of Sabbatical Assignments
   - APS #2006 – Retention of University Records
   - APS #5008 – Performance Ratings for Faculty

4. Discussion of APS Statements:
   - APS #5024 - Tuition Assistance Benefit
   - APS #5016 - Faculty Retirement Agreements

5. Academic Affairs Report - Kathleen Bollard

6. System HR Update - Jill Pollock

7. Office of Policy & Efficiency Update – Dan Montez

8. Faculty Council Chair’s Report - Mark Malone

9. Faculty Council Officer Elections – Skip Hamilton

10. CU Retired Faculty Association - Oliver Ellsworth

11. Faculty Council Committee Updates
    - Communication – Melinda Piket-May
    - EMAC – Eddie Portillos
    - EPUS – Ravinder Singh
    - GLBTI - Tom Riis/Corinne Harmon
    - Personnel - William Emery
    - Women - Karen Jonscher
    - Budget – Laura Argys

12. Faculty Assembly Updates
    - Downtown Denver - Robert Flanagan, Chair
    - Anschutz - David Thompson, Chair
    - Boulder – Jerry Peterson, Chair
    - Colorado Springs – Katie Kaukinen, President

13. New Business

14. Old Business

Next Meeting: Faculty Senate/Faculty Council Meeting
March 15, 2012, 12:00 – 3:00 pm
1800 Grant St, 1st Floor Conference Room
## Attributes and Abilities of a CU Grad

**Draft (2/24/11/27/12)**

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<th>Understand and practice ethical standards in all endeavors.</th>
<th>Ethics</th>
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<td>2</td>
<td>Think critically, analytically, and creatively.</td>
<td>Thinking</td>
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<td>4</td>
<td>Identify, evaluate, and apply appropriate information, evidence, and technologies to solve problems.</td>
<td>Problem solving</td>
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<td>Master relevant technologies.</td>
<td>Technology</td>
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<td>5</td>
<td>Apply independent rational inquiry and self-directed learning to create new ideas.</td>
<td>Independent Inquiry</td>
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<td>6</td>
<td>Communicate clearly and effectively, both verbally and in writing, for varied audiences.</td>
<td>Communication</td>
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<td>7</td>
<td>Possess knowledge and understand current conventions and modes of inquiry in disciplinary areas of study.</td>
<td>Disciplinary knowledge</td>
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<td>8</td>
<td>Work collaboratively while respecting professional and individual differences.</td>
<td>Collaboration</td>
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<td>9</td>
<td>Fulfill civic responsibility.</td>
<td>Civic Responsibility</td>
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<td>10</td>
<td>Serve and be actively engaged in local and global communities.</td>
<td>Engagement</td>
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<td>10</td>
<td>Demonstrate civic literacy.</td>
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<td>11</td>
<td>Appreciate and respect diverse experiences, perspectives, and realities.</td>
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**Comment [ps1]:** Items were out of order numerically. EPUS also felt that this item is more detailed and further explains item #3 and would be more appropriate coming after "Master relevant technologies".

**Comment [ps2]:** EPUS felt #9 was a more broad definition of civic duties and belonged before #10. Replaced "literacy" with "responsibility" so as not to prescribe specific curriculum.
| 12 | Pursue learning with enduring curiosity. | Intellectual Pursuit |
I. INTRODUCTION

This administrative policy statement provides procedures for implementing Regent Law 5.B.3.C and Regent Policy 5.A. "Approval of Sabbatical Assignments." Administrators responsible for the award of sabbaticals shall be accountable for ensuring compliance with the Regent Laws and Policy on sabbaticals as well as this administrative policy statement.

II. POLICY STATEMENT

A. A sabbatical is a privilege granted by the university for the advancement of the university, subject to the availability of resources. A sabbatical assignment is an important tool in developing academic scholarship and is a time for concentrated professional development. It is expected that the faculty member will use the sabbatical assignment in a manner that will enhance his/her scholarly and/or teaching competence and potential for service to the university and, as well as, to advance departmental program goals.

B. After six years of service to the university on full-time appointment, a tenured member of the faculty shall become eligible for a sabbatical assignment. In the case of the Anschutz Medical Campus, faculty, tenure-
III. SPECIFIC RULES AND PROCEDURES REGARDING THE AWARD OF SABBATICALS

A. Eligibility. A tenured faculty member shall become eligible for sabbatical assignment after fulfilling the years of service to the university outlined in this administrative policy statement. In order to be eligible for a subsequent sabbatical, a faculty member must file a report on sabbatical activity (described below), must demonstrate that he/she has substantially met the academic goals stated in the previous sabbatical plan (if any), and must serve the university for six more years.

B. Administrative Time. University administrators are not eligible for sabbaticals. (University policy defines department chairs as faculty, not administrators.) Tenured faculty members who also hold full time administrative positions may only take a sabbatical from their faculty positions after completely relinquishing their administrative position. They may apply for sabbaticals upon return to their faculty positions. Time in administrative appointments counts toward eligibility for faculty sabbaticals.

C. Calculating Years of Service. In calculating service years for the purpose of sabbatical eligibility, periods of time when a faculty member took an unpaid leave of absence may count, depending on the circumstances and subject to approval by the Chief Academic Officer.

D. Approval Process. Eligible faculty members seeking approval for a sabbatical must submit a plan for utilizing the sabbatical. The plan must: (1) describe the project's academic objectives, including its contribution to the faculty member's professional growth and expertise; (2) provide a clear work plan, including all anticipated professional activities; (3) demonstrate the benefit of the proposal's objectives to the academic, clinical, and/or pedagogical goals of the department; (4) specify its contribution to enhancing the university's reputation; and (5) describe its contribution to the educational experience of the students. Each plan must be approved by the department chair, unit head, or an appropriate departmental/unit committee, by the dean of the college/school, and by the campus Provost. In addition, the dean shall be responsible for covering any costs associated with the sabbatical, including teaching replacement expenses. Deans may suspend sabbaticals if funding is not available in the college/school. Faculty members are expected to investigate external funding to support the sabbatical, when such funding is available. If approved, the faculty member's request will be forwarded to the Provost and Academic Affairs, who will ensure that each step of the approval process has met the requirements of this policy. Requests will then be forwarded to the Board of Regents for final approval.

If a faculty member on sabbatical assignment finds it necessary or desirable to alter substantially the work plan or academic objectives of the sabbatical project, he/she must inform the department chair or dean (as determined by college/school policy) in writing as soon as possible of the reasons for the proposed change and secure the department chair's or dean's written approval for the revised plan. Any change in the time frame of the sabbatical must be sent to the Provost for final approval.

E. Sabbatical Reports. By no later than the end of the first semester after returning to regular duties, the faculty member must file a substantive report with the dean describing her/his work and overall accomplishments during the sabbatical. The dean will evaluate the report for conformity with the sabbatical plan. Both the plan for the sabbatical and the post-sabbatical report shall be public documents. Therefore, no proprietary information reflecting intellectual property issues should be included in these documents. Copies of the plan and the report must be kept on file by the appropriate dean. The academic unit shall evaluate the sabbatical report as part of the annual merit evaluation and post-tenure review process.
F. Sabbatical Data. Deans will maintain annual records of the number of sabbatical requests awarded and the number refused. Chancellors will submit a summary report on all sabbaticals to the Board of Regents annually.

G. Sabbatical Salary Support. Remuneration (from university resources such as state funding, University administered grants or contracts, or any other university managed sources) for the sabbatical assignment will be as follows: for full-time faculty on nine-month appointments, either full salary for one semester or half salary for two semesters; for full-time faculty on 12-month appointments, either full salary for a period up to six months or half salary for sabbaticals from 6 to 12 months. Stipends for administrative duties, such as chair or center director stipends, are not included in "salary" and shall not be taken into account in calculating the individual's salary while on sabbatical.

For nine-month faculty members on 50-99% appointments, remuneration shall be pro-rated. For example, a faculty member on a 75% appointment would receive that usual 75% salary for one semester or half of that salary per semester for both semesters. For 12-month faculty on 50-99% appointments, remuneration shall also be pro-rated. For example, a faculty member with a 75% appointment would receive his/her monthly 75% rate salary for up to six months of sabbatical leave. Faculty on leave for 6-12 months would receive half of their usual salary for the term of the sabbatical. For eligible part-time faculty at the Anschutz Medical Campus, the period of the sabbatical may be pro-rated. All information concerning institutional expenses in support of the sabbatical program shall be considered a matter of public record.

H. External Funding. It is expected that faculty members applying for sabbatical assignments will also apply for external funding (such as fellowships, grants, or clinical work) to the extent that it is available. In the case that the faculty member obtains external funding, whether by grant, contract, award, or other employment, university support will be reduced if the total salary is more than 100% of the current annual salary.

I. University Duties while on Sabbatical. Normally, the university does not hire its faculty who are on sabbatical to teach courses. Any requested exceptions to this provision or other requirements of this policy will be subject to review and approval by the dean and the chief academic officer/provost.

J. Return from Sabbatical. In accepting a sabbatical assignment, the faculty member shall agree to return to the university upon completion of the sabbatical and work for the university for at least one year thereafter. In case the faculty member is responsible for terminating his/her connection with the university by either not returning from sabbatical or terminating his/her employment within the period of one year after the end of the sabbatical, the individual shall refund the university the amount of the university sabbatical salary support on a pro-rated basis, except in circumstances, such as permanent disability or death, wherein neither the individual nor the heirs shall be obligated to refund any part of the amount paid while the faculty member was on sabbatical. Exceptions, such as for individual retirement agreements, must be approved by the dean and the chancellor or chancellor's designee.

K. Multiple Sabbaticals in a Unit. In the event that two or more members of a department simultaneously become eligible for sabbatical assignments and it becomes necessary to limit the number of sabbaticals in the department, the selection will be based upon the quality of the sabbatical plan, its immediate relevance to departmental goals, and the length of time since the last sabbatical. Departments may add additional criteria at their discretion. The chief academic officer/provost will have the power to resolve special problems of eligibility.

IV. GUIDELINES FOR THE EVOLUTION OF SABBATICAL PROPOSALS THAT COINCIDE WITH A MAJOR CHANGE IN DUTIES

A. As described in HB 94-1050, the intent of sabbaticals is to maintain a high caliber of faculty by developing and enhancing faculty expertise in teaching and research. Thus, a sabbatical is not primarily a reward for past performance, but a tool for faculty development. The criteria that CU has created for evaluating sabbatical proposals emphasize this faculty development intent.

The criteria for sabbaticals are clear for faculty members whose careers lie in a particular discipline and whose responsibilities remain fairly constant over time. For those individuals, the reviewing authority can examine the
quality of the sabbatical plan and the faculty member's track record to determine the merits of the proposed sabbatical program and its potential contribution to the institution.

By contrast, in the case of a sabbatical request from faculty members undergoing a significant shift in duties, such as an assigned change in the relative emphasis on teaching and research duties or a change in management responsibilities, the reviewing authority may need to take these changes into account. The criteria below are intended to assist the reviewing authority in evaluating such sabbatical proposals.

1. Additional Criteria for Sabbaticals Approved at a Time of Significant Shift in Duties.

Faculty members applying for a sabbatical at or near a time of major change in responsibilities must meet all the established requirements of eligibility, including submission of sabbatical plans. In addition, the plans should contain: (1) descriptions of the changes in duties and expectations created by the faculty members' reassignments; and (2) explicit discussion of how proposed sabbatical activities will enhance the faculty members' abilities to carry out these changed responsibilities for the benefit of their units and the university.

V. HISTORY

Initial policy effective April 1, 2008.

VI. KEY WORDS
ADMINISTRATIVE POLICY STATEMENT

Policy Title: Retention of University Records
APS Number: 2006           APS Functional Area: ADMINISTRATIVE/GENERAL

Brief Description: This policy establishes the principles and processes for the retention and disposal of university records, outlines the roles and responsibilities associated with this process, and provides records retention schedules for the university.

Effective: April 1, 2012
Approved by: President Bruce D. Benson (Pending)
Responsible University Officer: Senior Vice President and Chief of Staff
Responsible Office: Office of Policy and Efficiency
Policy Contact: Office of Policy and Efficiency 303-860-5711
Supersedes: Retention of University Records, December 1, 2007 (with non-substantive edits May 2, 2010)
Last Reviewed/Updated: May 2, 2010 (Will be April 1, 2012)
Applies to: This policy is applicable to all university employees and employees of affiliates who create, maintain, and/or dispose of university records, as defined herein.

Reason for Policy: This APS establishes a university-wide retention policy and detailed retention schedules to be in compliance with state law and best industry standards.

I. INTRODUCTION

This policy establishes university principles and processes for the retention and disposal of university records and outlines the roles and responsibilities associated with this process, as required by C.R.S. §24-72-201 et seq. (2009). It includes detailed university-wide records retention schedules.

The University of Colorado is committed to the retention of its records in order to meet legal requirements, optimize use of space, minimize cost, preserve the history of the university and destroy outdated and useless records. This policy identifies certain records that must be retained for specific periods of time and designates official repositories for their maintenance.

II. POLICY STATEMENT

A. University records must be managed as outlined herein.

1. All university records are the property of the University of Colorado regardless of their physical location, even when they are in the possession of individuals, and, as such, may not be permanently removed from the university nor destroyed except in accordance with this policy.

2. University record means any tangible recording of information, regardless of the means of recording, relating to the conduct of university business that is created, prepared, owned, used, or maintained by an operating unit or employee of the university, including all books, papers, maps, photographs, cards, tapes, recordings, or other documentary materials recorded by handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or
combination thereof, and any record thereby created, regardless of the manner in which the record has been stored.

*University record does not include:*

- a. Materials preserved or appropriate for preservation because of the historical value of the materials;
- b. Library books, pamphlets, newspapers, or museum material made, acquired, or preserved for reference, historical, or exhibition purposes;
- c. Private papers, manuscripts, letters, diaries, pictures, biographies, books, and maps, including materials and collections previously owned by persons other than the state or any political subdivision thereof and transferred by them to the state historical society;
- d. Non-records, as defined herein. *Non-record means a record that is of immediate value only. Non-records may share some characteristics with university records; however, they are distinguished from university records by their transitory usefulness. Non-records may include envelopes, routing slips, data entry- and work-sheets, rough drafts, multiple copies of publications, blank forms, unofficial (“informational,” “courtesy” or “convenience”) copies of records, and notes and audio recordings that have been transcribed. Non-records may also include duplicates which are maintained for convenience by a person or office who is not the originator or recipient (including copied recipient) of the record and electronic mail of temporary value.*

3. *Ordinarily, university University records shall be maintained in a medium owned or controlled by the university. If the University does not offer a practical solution, as determined by the campus information resource oversight authority, records may be maintained on outsourced IT services (such as web sites, web-based documents or social media sites), as long as departments seek guidance approval from the campus IT security principal to ensure that vendor contracts and/or terms of service meet University standards.* The Chief Information Security Officer will publish a list of outsourced IT services approved by the campus IT security principal. *University business shall not be conducted on private electronic mail accounts, except where conducting such business on a University owned or controlled electronic mail account is impracticable.* University business conducted, or university records stored, on outsourced IT services, including on private electronic mail accounts may constitute a public document and be subject to disclosure under the Colorado Open Records Act or a litigation discovery request, subpoena, or court order.

### B. Roles and Responsibilities

1. The senior vice president and chief of staff, or her/his designee, has university responsibility for overseeing the establishment of a records management program that is consistent with this policy.
2. The senior vice president and chief of staff and the campus chancellors shall designate records management coordinators for their respective units.
3. The records management coordinators are responsible for the development, coordination, implementation and management of the program at that location. Implementation includes promulgating campus wide rules and procedures and providing advice, information, and training, as necessary, to local personnel regarding records management. The campus records management coordinator is appointed by each campus chancellor and is responsible for establishing appropriate records management practices on the campus. Campus questions regarding this program shall be directed to the campus records management coordinator.
4. The senior vice president and chief of staff, or her/his delegate, shall be the chair of the University Records Management Committee which shall consist of the records management coordinator for each of the campuses.
5. The Records Management Committee is charged with providing guidance and procedures for implementing this policy, including the development and maintenance of the university-wide retention schedules.
6. *Record keepers*, which can be individual persons or organization units, are responsible for maintaining university records.
C. Retention of university records

1. University records must be categorized and grouped according to the functional purpose they serve.

2. Records management coordinators (see roles and responsibilities in section B), or their delegates, must review all categories of university records under their control as necessary and must assign a retention period in accordance with their campus retention schedule (See IV.B. below), except as set forth herein.

3. Once the retention period set forth in the retention schedule has expired, university records must be disposed in accordance with Section E, herein, unless:
   a. The individual or unit is aware of an applicable state or federal law that requires that the university record in question be retained for a longer period than set forth in the retention schedule;
   b. The university record has been requested pursuant to the Colorado (Public) Open Records Act;
   c. The university record has been requested in any legal proceeding or is deemed likely to be requested in any legal proceeding as determined by legal counsel;
   d. The university record is needed to perform current or future activities in support of the administrative functions for which an operational unit is responsible;
   e. The university record contains evidence of legally enforceable rights or obligations of the University; or
   f. The university record is needed to fulfill statutory and regulatory requirements or a business purpose of a unit.

4. Absent a controlling law or retention period as set forth by the retention schedule, university units may create their own schedules in accordance with the unit’s needs. Units may specify retention periods that are longer, but not shorter than, the University Retention Schedule. To the extent practicable, university unit schedules should be maintained in writing.

5. The retention period is satisfied by retaining an electronic record of the information that accurately reflects the information set forth in the record and remains accessible for later reference.

D. Disposal Procedures

1. When the prescribed retention period for the university record has passed, the university record should be disposed of properly. When the prescribed retention period for the university record has passed, the university record should be properly disposed. If there is no prescribed retention period, the university record should be disposed when it has outlived its business purpose usefulness, as determined by the record keeper. The means of disposal may be determined by the university unit in possession of the university record, but must take into account the nature of the record contents.

2. Confidential or personal records, e.g., records containing personally identifiable information, trade secrets, personal or sensitive financial information, research results, or records subject to any privilege, such as attorney-client, must be rendered irretrievable and illegible by shredding or by other means.

3. Non-records may be disposed of at the discretion of the record keeper. However, those non-records meeting the definition of section D.2. above, must be rendered irretrievable and illegible by shredding or by other means.

III. DEFINITIONS

Italicized terms used in this Administrative Policy Statement (APS) are defined in the APS Glossary, or are defined below:

A. Record keeper(s): Any person(s) or organizational unit(s) responsible for maintaining a university record.
B. **University records:** means any tangible recording of information, regardless of the means of recording, relating to the conduct of university business that is created, prepared, owned, used, or maintained by an operating unit or *employee* of the university, including all books, papers, maps, photographs, cards, tapes, recordings, or other documentary materials recorded by handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combination thereof, and any record thereby created, regardless of the manner in which the record has been stored.

*University record does not* include:

1. Materials preserved or appropriate for preservation because of the historical value of the materials;
2. Library books, pamphlets, newspapers, or museum material made, acquired, or preserved for reference, historical, or exhibition purposes; or
3. Private papers, manuscripts, letters, diaries, pictures, biographies, books, and maps, including materials and collections previously owned by persons other than the state or any political subdivision thereof and transferred by them to the state historical society.

C. **Non-record:** means a record that is of immediate value only. **Non-records** may share some characteristics with **university records**; however, they are distinguished from **university records** by their transitory usefulness. **Non-records** may include envelopes, routing slips, data entry- and work-sheets, rough drafts, multiple copies of publications, blank forms, unofficial (“informational,” “courtesy” or “convenience”) copies of records, and notes and audio recordings that have been transcribed. **Non-records** may also include duplicates which are maintained for convenience by a person or office who is not the originator or recipient (including copied recipient) of the record and electronic mail of temporary value.

IV. RELATED POLICIES, PROCEDURES, FORMS, GUIDELINES, AND OTHER RESOURCES

A. [Frequently Asked Questions (FAQs)]

B. University Retention Schedules:

- **System**
  - **CU-Boulder**
  - **UCCS**
  - **UC Denver**

C. Records Management Coordinators (By Campus):

- CU-Boulder – Christine M. DiNunzio – 303-492-8909 – Christine.Dinunzio@colorado.edu
- UC Denver – Shaun McMullin – 303-315-2270 – Shaun.McMullin@ucdenver.edu
- UCCS – Kim Hennessy – 719-255-3304 – khenness@uccs.edu
- System Administration – Dan Montez – 303-860-5711 – Dan.Montez@cu.edu

V. HISTORY

Original policy effective July 1, 2007
Revised December 1, 2007
Non-substantive edits were made on September 3, 2008, May 2, 2010 and September 15, 2011.
Revised **April 1, 2012**

VI. KEY WORDS

Archives, storage, documents
I. INTRODUCTION

Consistent with Regent laws and policies, the performance of faculty members will be evaluated and rated annually. The performance evaluation provides the basis for individual performance ratings and merit and other pay adjustments. The performance rating is the overall summary rating of the individual's performance and constitutes the public record of rating, in accordance with the Colorado Open Records Act.

The following Administrative Policy Statement (APS) ensures that the University has a consistent performance rating system as a critical component of a process that serves university interests in management and employee development. The policy does not affect discretion that may be exercised by System Administration and each campus to adopt specific ways to administer the performance management system contained in this APS.

II. POLICY STATEMENT

1. Faculty members will be evaluated and receive a performance rating on an annual basis. Individual performance evaluations and ratings provide the basis for annual merit and other pay adjustments, although other additional information may also be used in the annual salary setting process. As stated in Regent Law
5.B.6, a peer evaluation process shall be used at all campuses except at the Anschutz Medical Campus. A faculty member's performance shall be evaluated based upon performance standards developed by each academic unit and according to any written expectations agreed to between the faculty member and the unit.

2. The rating for faculty members will categorize each person's performance with a five to one (5-1) point summary rating. The performance rating will be provided on the attached Annual Performance Rating form for Faculty (Attachment A).
   a. The rated employee has the right to append a response to the rating if he or she so desires.
   b. The supervising authority and rated employee will sign the performance rating form to acknowledge that the rating has been discussed.
   c. The supervising authority will retain the original signed rating form and provide the rated employee a copy of the signed form.

3. The performance rating form will be placed in the employee's personnel file and is subject to disclosure under the Colorado Open Records Act. Any written justification for the performance rating may also be placed in the personnel file, but it will not be disclosed to anyone other than the employee and university personnel with a demonstrated business need. Human Resources offices are responsible for approving such access.

4. Performance ratings for annual merit or salary adjustment consideration shall be submitted to the Dean in accordance with individual campus-defined submission dates.

5. The justification for the performance rating may consist of a numerical, narrative, or other evaluative processes, at the discretion of the campus. Existing evaluation processes, including the Faculty Report of Scholarly-Professional Activities (FRPA), may be used to arrive at the annual performance rating. A description of the evaluation process and the criteria to be used must be available, in writing, to each faculty member.

6. Article 11 of the Laws of the Regents states, “Consistently outstanding or exceeding expectations annual merit performance ratings shall not form the sole basis for tenure, as the process leading to award of tenure is a summary evaluation of a faculty member’s cumulative performance, a process that is separate and distinct from the annual merit performance evaluation.”

7. Performance Improvement Agreement
   a. Tenured and tenure-track faculty members who receive a rating of "below expectations" or “fails to meet expectations” as the result of their annual performance evaluation must participate in developing and implementing a Performance Improvement Agreement (PIA).
   b. Faculty members who do not agree with the rating may request a peer review of their annual performance record using the established primary unit process or a specific written process developed by the unit for this purpose. Subsequently, faculty members who believe the primary unit's evaluation is mistaken may appeal the rating through established grievance procedures in the
college/school. This appeal process should be completed within six weeks or less from the date it is initiated by the faculty member, and no action will be taken to begin a PIA until this appeal process, if invoked, is completed.

c. Working with the primary unit head or an appropriate committee of the primary unit (as determined by primary unit policy), the faculty member develops a PIA that includes specific goals, timelines, and benchmarks that will be used to measure progress at periodic intervals. Usually, PIAs will be established for one year, but if research deficiencies warrant longer, the PIA may be set up for two years. The campus administration shall designate an advisor or resource office to provide advice to the faculty member and to the primary unit head/committee on best practices and models for PIAs and appropriate benchmarks. The next annual merit evaluation following the term of the PIA shall address whether the goals of the PIA have been met.

d. If the goals of the PIA have been met, as evidenced in the next annual merit evaluation after the term of the PIA, the faculty member continues in the current review cycle, whether for comprehensive review, tenure, or post-tenure review.

e. If the goals of the PIA have not been met, an extensive review process shall be initiated.

8. Extensive Review

a. Because Extensive Review is designed to assist faculty members who are falling below the level of satisfactory professional performance, it takes place whenever a faculty member establishes a pattern of unsatisfactory performance, as evidenced by two evaluations of performance "below expectations" or “failing to meet expectations” in a five-year period or failure to meet the goals of a PIA.

b. For an Extensive Review, the primary unit examines: (1) the five previous annual performance evaluation reports, or, in the case of a faculty member with fewer than five years at the university, all previous annual performance evaluation reports; (2) the FCQs from those years, peer evaluations, and, if desired, other types of teaching evaluation; (3) evidence of research/creative work and clinical productivity; (4) the faculty member's previous Professional Plan (and any amendments to the plan, as well as differentiated workload agreements, where present); (5) the faculty member's self-evaluation of performance as it relates to the Professional Plan(s); (6) record of service activities; and (7) any other material the faculty member would like the unit to consider.

c. The primary unit prepares an evaluative report of the faculty member's teaching, research/creative work, clinical activity, and service based upon its review of the materials and information covering the period in question. If there is disagreement about the faculty member's performance in research/creative work, or if the faculty member under review or the primary unit so requests, the review will also include evaluations from qualified persons external to the University. In this case, the faculty member and the primary unit shall jointly develop a list of external reviewers who will be asked to evaluate the faculty member's performance in research/creative work.
d. Primary units, colleges/schools, and campuses may require other materials for Extensive Reviews, if appropriate, but the aim should be to keep the process efficient and effective.

e. Upon completion of the evaluative report, the faculty member, working with the appropriate primary unit committee, shall write a Development Plan for the next one or two years with specific goals and actions designed to address the areas of deficiency identified in the Extensive Review process. The Development Plan must address the teaching, research/creative work, clinical activities, and service assignments anticipated during the period of the plan. It must describe performance goals in light of identified deficiencies, strategies for improvement, and the time frame (up to two years) in which the problems are to be solved. Further, the Plan must contain definite means of measuring progress in achieving the goals and periodic monitoring of progress. Finally, the Development Plan must be approved by the primary unit head and the dean, following consultation with the appropriate primary unit committee.

f. While the individual faculty member is responsible ultimately for the successful outcome of the Development Plan, the primary unit has an obligation to assist the faculty member who seeks guidance in developing a realistic plan to remedy the identified areas of deficiency. The campus administration shall designate an advisor or resource office to provide advice to the faculty member and to the primary unit on best practices and models for Development Plans and appropriate benchmarks of progress.

g. Assessments of professional competence depend upon peer review. At the conclusion of the Development Plan period, either (1) the faculty and head of the primary unit or (2) the faculty of the appropriate college personnel review committee assess the progress of the faculty member and forward their conclusions to the dean. After consultation with the dean's review committee, the dean determines whether the faculty member has achieved the goals of the Development Plan and thus has returned his/her professional performance to meeting expectations. Tenured faculty members who are judged to be meeting expectations begin a new 5-year PTR cycle in the next academic year. Those who are judged not to have achieved professional competence will face sanctions, including the possibility of revocation of tenure and dismissal. Copies of the Extensive Review Development Plan and the primary unit's assessment of the progress achieved by the end of the development period will be added to the faculty member's personnel file.

9. Sanctions

a. Ordinarily, in cases where the Development Plan has not produced the desired results, the faculty member will have his/her tenure revoked and be dismissed. Under certain circumstances, other sanctions may be imposed. Possible sanctions include: suspension of pay, salary reduction, and demotion in rank.

b. An appropriate faculty committee shall recommend sanctions. The chancellor makes the final determination of sanctions. If the chancellor's decision is to recommend revocation of tenure and
dismissal of the faculty member to the Board of Regents, the Laws of the Regents provide the faculty member with an opportunity for a hearing and set other conditions for handling such cases. (See Laws of the Regents, Article 5.C.1 and 5.C.4; and 8/27/66 Regent Action adopting 1940 AAUP Statement on Academic Freedom and Tenure).

c. Revocation of tenure and dismissal for the cause of demonstrable professional incompetence has long been recognized policy at the University of Colorado and across higher education in the United States.

d. Professional incompetence is defined to mean the failure to perform teaching, research/creative works, and service duties in a consistent and satisfactory professional manner. A judgment of professional incompetence is based upon peer review of the faculty member's performance. (Other causes for dismissal also exist and are outlined in Article 5.C.1 of the Laws of the Regents.)

III. RELATED POLICIES, PROCEDURES, FORMS, GUIDELINES, AND OTHER RESOURCES

- **Attachment A** - Faculty Annual Performance Rating Form

**Scope of Policy: (To Whom Policy Applies)**

This APS applies to full-time university faculty members and their supervisors.

**Roles and Responsibilities**

Faculty members and supervisors of faculty members are responsible for understanding and implementing the performance evaluation and annual performance rating process as defined in this policy statement.

**Special Situations**

None.

**Exclusions**

None.

**Related Information and Links**

- Forms and Instructions
  - Annual Performance Rating Form for Faculty (Attachment A)

**Additional Information:**

<table>
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<th>Subject Matter</th>
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<th>Contact Name</th>
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<td>APS on Performance</td>
<td>Academic Affairs</td>
<td>Kathleen</td>
<td>303-860-</td>
<td><a href="mailto:kathleen.bollard@cu.edu">kathleen.bollard@cu.edu</a></td>
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IV. HISTORY

- **Initial Policy Effective:** July 1, 1989, APS on Performance Ratings for Faculty, Unclassified Staff/Administrator, and Officers.
- **Supersedes:** APS on Performance Ratings for Faculty, Officers, and Exempt Professionals, issued as effective July 1, 1999.
- **Last Amended:** Effective April 1, 2009. This policy statement provides for the use of the revised 5-point performance rating form in 2008-2009 and 2010-2011. It also provides the guidelines for annual performance planning and evaluation using the 5-point performance rating form for 2009-2010 and thereafter. A separate APS on Performance Ratings for Officers and Exempt Professionals became effective April 1, 2009.

V. KEY WORDS (Insert list of key words, related terms or phrases both found and not found in the APS, which others might use to search for this policy – i.e. cell phones to find wireless telecommunications equipment.)

<table>
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<th>Officer</th>
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<tr>
<td>General Policy</td>
<td>Director, University Policy Office</td>
<td>Dan Montez</td>
<td>303-860-5711</td>
</tr>
<tr>
<td>University Policy Website</td>
<td>Assistant to Director, UPO</td>
<td>Sandy Tureson</td>
<td>303-860-5638</td>
</tr>
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NOTE: The Responsible Office will generally respond to questions and provide guidance regarding interpretation of this policy.

Appendices (Attachments)

- **Annual Performance Rating Form for Faculty** (Attachment A)
Annual Performance Rating Form for Faculty Members

Evaluation Period (month/year): ______ to ______

Employee Name: ____________________________________________

Employee ID: ________________________________________________

Position Number: _____________________________________________

Title: _________________________________________________________

Department: ___________________________________________________

Rater/ Supervisor Name: _________________________________________

The performance of the above-named individual at his/her current rank or position has been rated as:

☐ 5- Outstanding
☐ 4- Exceeding Expectations
☐ 3- Meeting Expectations
☐ 2- Below Expectations
☐ 1- Fails to Meet Expectations

COMMENTS:

____________________________________________________________________________________________________

____________________________________________________________________________________________________

____________________________________________________________________________________________________

Employee Signature        Date

Rater/ Supervisor Signature       Date

This signature indicates only that the rating has been discussed with the person rated and does not necessarily imply consent. The person rated is to receive a copy of the signed form.
Policy Title: Tuition Assistance Benefit  
APS Number: 5024  
APS Functional Area: Human Resources

Brief Description: Tuition Assistance Benefit for CU Employees and Dependents
Effective: April 1, 2011
Approved by: President Bruce D. Benson (Pending)
Responsible University Officer: E. Jill Pollock, Vice President, Employee and Information Services
Responsible Office: Human Resources
Policy Contact: E. Jill Pollock
Supersedes: Education Assistance Program, 9/1/2008
Last Reviewed/Updated: April 1, 2011
Applies to: Faculty and staff

Reason for Policy: The purpose of this Administrative Policy Statement is to establish the scope of the University of Colorado’s Educational Assistance Program, and describe the taxability of education assistance provided under this program. The University has a Section 127 Educational Assistance Plan established pursuant to Section 127 of the Internal Revenue Code of 1986. This Internal Revenue Code provision currently allows employers to exclude education assistance provided to employees from the employee’s wages, up to a federally mandated limit. Additionally, Section 117 of the Internal Revenue Code allows the university to exclude undergraduate-level tuition assistance for employees of the university and their dependents.

I. INTRODUCTION
All campuses of the university offer tuition benefit (also called tuition assistance) on a non-discriminatory basis to eligible employees and their dependents of the university. Tuition assistance can only be provided in the form of a tuition waiver. Employees or dependents may not choose to receive cash in place of tuition assistance. Employees and dependents are responsible for paying all other required, campus-specific fees and other related educational costs. The Colorado Springs campus may continue its pilot; some guidelines may differ from this policy statement.

II. POLICY STATEMENT
The availability of tuition assistance is for employees in regular (non-temporary), benefit retirement-plan eligible job classification that is at least 50% appointment. The maximum of nine credit hours per year can be used by the employee or given to an eligible dependent. The nine credits may be split between the employee and the eligible dependent. The year begins with the summer term. Enrollment in courses by the employee or dependent is on a space-available basis and subject to campus-specific registration requirements.

A. Elements of the Benefit for Employees
   1. Nine credits available each year to be applied against tuition costs on a space-available basis at any CU campus for undergraduate or graduate credit-granting courses, complying with restrictions set within the course requirements.
   2. The nine credits can be used in one semester or split between semesters during the same year.
   3. Supervisor approval not required to take a course; supervisor approval for class attendance during normal work hours required as for any absence reason (but not documented for this process).
   4. Exclusion from benefit of any course offered by an auxiliary-funded program, such as Continuing Education, Extended Studies, the Executive MBA program and 11-month MBA program.
B. Elements of the Benefit for Dependents

1. Ability to share in the available employee’s total tuition waiver credits each year (see eligibility to determine maximum annual credits) to be applied against tuition costs on a space-available basis for undergraduate (1000 – 4000 level) credit-granting courses.

2. Use of benefit limited to the campus at which the employee works; any campus use for dependents of a System Administration employee.

3. Dependent eligibility verification required as for other employee benefits permitting dependent coverage. See www.cu.edu/pbs for definitions of dependents.

4. The following relationships are eligible for tuition assistance although not, by IRS definition, an eligible dependent. The monetary value of such tuition discount will be subject to income taxation:
   a. Same-gender domestic partner (SGDP)
   b. A dependent child of an SGDP
   c. An employee’s dependent child who is not eligible to be claimed as a dependent on the employee’s Federal Form 1040 US Individual Income Tax Return

5. Ability to use the maximum credits from both parents/partners if both parents/partners are CU employees meeting the eligibility requirements, with the following rules:
   a. If both parents/partners are employed on the same campus, or if they are at System Administration and a campus, all 18 credits may be used for that campus.
   b. If parents/partners are employed on different campuses, say, Boulder and Denver, a maximum of nine credits may be used on each of the two campuses.

6. The nine credits can be used in one semester or split between semesters during the same year. Exclusion from benefit of any course offered by an auxiliary-funded program, such as Continuing Education, Extended Studies, the Executive MBA program and 11-month MBA program.
   a. A maximum of nine credits can be used during one semester.
   b. Each dependent may only use nine credits even if both parents/partners are employed at CU.
   c. Waiver credited against financial aid eligibility.

C. Employee Eligibility for Benefit Use by Self or Dependent

1. Employed in a regular (non-temporary), benefit-eligible, benefit-retirement-plan eligible job classification that is at least a 50% appointment.

2. Employed for a minimum of one year. Interim and temporary employment does not count toward fulfilling the one-year requirement.

3. Employed at time of the census date for the semester in which the benefit is being applied (being on FMLA documented leave or sabbatical will not preclude eligibility for the benefit).

4. Admission requirements fulfilled.

5. Possible disqualification for current and future participation if enrollment occurs prior to first day of classes, then dropping the class to re-enroll under the tuition waiver benefit.

6. Each registering undergraduate student must apply for College Opportunity Fund (COF) to receive the tuition benefit.

D. Exceptions

1. Boulder
   a. A full-time student on the Boulder campus cannot utilize the tuition benefit during the fall or spring semesters.

2. Colorado Springs
   a. Colorado Springs runs the tuition benefit program beginning with the fall semester; all other campuses begin in summer semester.
   b. Dependents on the Colorado Springs campus may enroll in courses prior to the first day of class.

3. Denver/Anschutz
   a. Dependents of CU Denver employees can utilize credits at either the Denver or Anschutz campus.

4. System Administration
   a. System Administration’s dependents may use the tuition benefit at any campus.
III. RELATED POLICIES, PROCEDURES, FORMS, GUIDELINES, AND OTHER RESOURCES

A. Guidelines – Fact Sheet
B. Section 127 Educational Assistance Plan

IV. HISTORY

Original APS Education Assistance Program - issued July 1, 2007
APS Education Assistance Program - revised 9/1/2008
APS Tuition Assistance Benefit replaces APS Education Assistance Program – April 1, 2012

V. KEY WORDS Tuition, benefit, dependents
Policy Title: Faculty Retirement Agreements
APS Number: 5016  APS Functional Area: HUMAN RESOURCES

<table>
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<tr>
<th>Brief Description:</th>
<th>Authorizes the chancellors to approve retirement incentives for faculty and describes the requirements of these agreements.</th>
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<tr>
<td>Effective:</td>
<td>July 1, 2011</td>
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<tr>
<td>Approved by:</td>
<td>President Bruce D. Benson (Pending)</td>
</tr>
<tr>
<td>Responsible University Officer:</td>
<td>Senior Associate Vice President and Chief Human Resources Officer</td>
</tr>
<tr>
<td>Responsible Office:</td>
<td>Vice President, Employee and Information Services</td>
</tr>
<tr>
<td>Policy Contact:</td>
<td>Office of the Vice President, Employee and Information Services</td>
</tr>
<tr>
<td>Supersedes:</td>
<td>June 6, 2007</td>
</tr>
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<td>Last Reviewed/Updated:</td>
<td>July 1, 2011</td>
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<td>Applies to:</td>
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Reason for Policy: Implements the 10/6/05 and 3/12/09 Board of Regents resolutions authorizing the president to expand retirement incentive options available to faculty.

1. INTRODUCTION

This policy authorizes the chancellors to approve retirement incentive agreements for faculty and describes the requirements of these agreements. The policy resulted from the work of the Ad Hoc Committee on Faculty Retirement Options (Committee). The Committee included faculty governance representatives from all campuses, system and campus administrators, and a representative from the Retired Faculty Association. The Committee issued a report on April 9, 2004, in response to concerns raised by the Faculty Council that the University of Colorado improve and expand the retirement options available to faculty. The Committee’s report recommended lowering the age and years of service requirements for both normal and early faculty retirement, expanding retirement incentives for faculty, and introducing greater flexibility into the phased retirement program.
The 2010 revision to this policy incorporates a new, 2010 incentive program for faculty, which is described in Section IV.B.7. The 2011 revision to this policy adds an additional incentive program, which is described in Section IV.B.8.

On October 6, 2005, the Board of Regents passed a resolution authorizing the president to expand retirement incentive options available for faculty so long as they are consistent with regent laws and policies, university administrative policy statements, and the laws and fiscal rules of the state of Colorado.

On March 12, 2009, the Board of Regents approved a second, related resolution to authorize the president to develop retirement incentive options for faculty in addition to those in effect at that time.

II. POLICY STATEMENT

A. The chancellor of each campus is authorized to approve individual retirement incentive agreements for faculty on the chancellor’s campus who are not retiring under the Public Employees Retirement Association (PERA) retirement plan. The chancellor may delegate this authority to the campus vice chancellor for academic affairs or provost. The reference to “chancellor” throughout this document includes the chancellor’s designee, if any.

B. An individual retirement incentive agreement is authorized only if it complies with the requirements below. The chancellor has discretion over whether to approve a retirement incentive agreement. The chancellor may limit the number of faculty on the campus entering into retirement incentive agreements in any given year based on the needs of the affected unit, the school or college, and the campus. Before approving a retirement incentive agreement, the chancellor must be satisfied that the agreement meets the overall needs of the University. No faculty member has a right to such an agreement. Except as otherwise expressly provided in the retirement incentive agreement the faculty member’s employment during the term of the agreement shall be subject to all applicable University policies and procedures.

C. Faculty members who wish to retire with the benefits available under normal retirement policies shall not be required to execute retirement incentive agreements.

III. ELIGIBILITY REQUIREMENTS FOR RETIREMENT INCENTIVE AGREEMENTS

A. Faculty entering into retirement incentive agreements must meet the eligibility requirements described in this policy.

B. A retirement incentive agreement must include the faculty member’s irrevocable agreement to retire on a specified date. For retirement incentive agreements other than under the retirement incentive program inaugurated in 2010 and described, below, in IV.7, the specified date shall not be later than five (5) years after the effective date of the agreement. A faculty member who has entered into a phased retirement incentive agreement may withdraw his or her agreement to retire or change the effective date of retirement only with the written agreement of the chancellor. A faculty member who has entered into a retirement incentive agreement may terminate the agreement early without the consent of the chancellor by resigning his/her University employment or, if eligible to retire under normal University policies, by retiring earlier than the specified retirement date. Under such circumstances, upon such resignation or retirement, the faculty member will receive only those employment or retirement benefits provided under normal University policies.

C. An individual retirement incentive agreement shall include only the retirement incentives authorized in this policy. An agreement may include more than one incentive, except for the 2010 retirement incentive program.
D. As appropriate to the faculty member’s workload assignment during the term of a retirement incentive agreement, the faculty member may be required to release in an orderly manner the research or laboratory space he or she occupies. Ordinarily, the retirement incentive agreement should include provisions for the manner and timing of this release, except for the 2010 retirement incentive program.

E. The faculty member shall agree to relinquish his/her tenure on the date which shall be specified in the retirement incentive agreement. No other waiver of rights is required for a retirement incentive agreement.

F. Each retirement incentive agreement must be signed by the faculty member and the chancellor prior to its effective date.

G. Each retirement incentive agreement must be reviewed and approved for legal sufficiency by the Office of University Counsel before being signed.

H. A copy of the completed retirement incentive agreement must be forwarded to Payroll and Benefit Services for processing prior to the effective date of the agreement.

I. Costs associated with implementing retirement incentive agreements must be funded within existing campus or unit budgets, as determined by the chancellor.

IV. RETIREMENT INCENTIVES FOR TENURED AND TENURE-TRACK FACULTY

A. Eligibility

Faculty who are tenured or tenure-track and who are employed at fifty percent time or greater and meet at least the minimum combined age and years of service requirements contained in Regent Policy 11-F.3.b are eligible for retirement incentive agreements under the terms of this section.

B. Authorized Incentives

1. Negotiated Differentiated Work Load

   a. A tenured or tenure-track faculty member who is interested in retiring may negotiate a differentiated workload for a specified period in exchange for the faculty member’s agreement to retire at the end of the period. A faculty member who is working under a negotiated differentiated workload would continue to be benefits-eligible.

   b. The following provide additional authority for this incentive: 1) Administrative Policy Statement, “Differentiated Annual Workloads for Faculty,” July 1, 2007, which permits the assignment of differentiated workloads for faculty on an annual basis; 2) Regent Policy 11-E.I.8, “Faculty Salary Principles,” 2009, which permits evaluation of faculty based upon the assigned proportion of effort in research/creative work and service under the differentiated workload agreements; and 3) Regent Law, Article 11.A.1.(E), “Determination of Salaries for Faculty, Officers, and Exempt Professionals.”

2. Post-retirement University Employment or Consulting Opportunities

   a. The chancellor may set aside one year of the faculty member’s pre-retirement base salary and agree to contract with the faculty member for consulting services after the date of retirement for a fee up to the amount of the set-aside. The consulting contract may be a multi-year contract so long as adequate funds are reserved to pay fees for the entire term of the contract and the faculty member meets the tests required to
establish that the faculty member is performing consulting services as an independent contractor.

b. The chancellor may set aside one year of the faculty member’s pre-retirement base salary and agree to enter into an employment contract with the faculty member for services after retirement. The compensation provided under the employment contract may be up to the amount of the set-aside.

i. If the employment contract is for research services, the contract may be for a term, but generally the term should not exceed two years.

ii. If the employment contract is for services other than research services (e.g., teaching, student advising, administering departmental or campus centers, or filling a service role), the faculty member must be an at-will employee in the post-retirement position. The chancellor may not commit to a term contract for services other than research services, and the employment contract must clearly state that the faculty member is an employee at-will.

c. While the agreed-upon period of the post-retirement consulting or employment must be limited in the retirement incentive agreement, this limitation is not intended to preclude subsequent employment of a retired faculty member after the agreed-upon period if both the chancellor and the retired faculty member agree to such subsequent employment. Faculty members who are employed after retirement from the University will receive benefits as retirees, not as regular employees.

3. Increases to Out-of-State Retiree Medical Insurance Contributions

As part of a retirement incentive agreement, the University may agree to increase the eligible employer contribution (which is based on age and number of years of service at the time of retirement) to medical insurance by adding an additional 50% for those retirees who reside outside the State of Colorado and elect one of the University’s medical insurance plans. This additional contribution may continue only until the retiree and spouse or same gender domestic partner reach the age of eligibility for Medicare. The employer contribution shall not exceed 100% of the total medical insurance premium cost. Should the retiree move back to the State of Colorado, the additional employer contribution must be eliminated until such time as the retiree again resides outside the State of Colorado, prior to reaching Medicare eligibility.

4. Increase in Base Salary.

a. The chancellor may agree to increase the faculty member’s base academic year faculty salary for two years preceding the faculty member’s retirement date. The agreed-upon increase may be up to 6% over and above the average faculty salary increment for the faculty member’s campus.

b. The Addendum to Regent Policy 11.B.2.f “Compensation Principles and Policy for Faculty,” provides additional authority for this incentive.

5. Phased Retirement Program

The chancellor may agree to a phased retirement program for a tenured or tenure-track faculty member for a period of up to five (5) years as described in Attachment A.
6. Any of the additional benefits and salary provided to eligible faculty may result in increased taxes. The University will comply with tax withholding rules for federal, state and local government.

7. **2010 Retirement Incentive Program**
   
a. In exchange for the tenured faculty member’s agreement to immediately retire and relinquish her/his tenure rights, the chancellor may agree to a retirement incentive equal to twice the professor’s base salary and supplemental pay, if any, at the time the agreement is executed. Such incentive payment typically shall take the form of annual university payments into a 403(b) retirement plan over a five-year period, up to annual limits established by the Internal Revenue Service.

b. The retired faculty member forfeits the right to any benefits under his or her retirement incentive agreement if he or she subsequently becomes an employee of the university during any year in which he or she is receiving the five annual incentive contributions into his or her 403(b) retirement account.

c. These agreements are subject to numerous restrictions imposed by the IRS because they involve contributions to the 403(b) plan and, potentially, deferred compensation subject to Internal Revenue Code Section 409A. Accordingly, any requested changes must be reviewed and approved. Campus human resources offices should seek approval from the Senior Associate Vice President for Human Resources who, with the assistance of University Counsel, will review and approve any requested changes.

d. Eligibility criteria contained in III. ELIGIBILITY REQUIREMENTS FOR RETIREMENT INCENTIVE AGREEMENTS, apply to the 2010 Retirement Incentive Program unless otherwise noted.

8. **Cash Payment of Two Years’ Salary 2011 Retirement Incentive Program**
   
a. In exchange for the tenured faculty member’s agreement to immediately retire and relinquish her/his tenure rights, the Chancellor may agree to a retirement incentive that shall not exceed twice the faculty member’s base faculty salary at the time the agreement is executed. Such incentive payment shall take the form of a one-time, taxable cash payment to be paid on or after the retirement date, but no later than December 31 of the calendar year in which the retirement date occurs.

b. The incentive agreement may include the opportunity to continue after retiring in a faculty teaching, research, and/or creative activities role as needed for a defined period of time at the discretion of the Chancellor in consultation with the Provost and Deanability to teach a class from time to time or to continue conducting research for a mutually agreeable period of time.

c. **Eligibility**
   
Eligibility criteria contained in III. ELIGIBILITY REQUIREMENTS FOR RETIREMENT INCENTIVE AGREEMENTS, apply to the 2011 Retirement Incentive Program unless otherwise noted.

V. **RETIREMENT INCENTIVE AGREEMENTS FOR NON-TENURE-TRACK FACULTY**

The authorized incentive for non-tenure track faculty is the phased retirement program described in Attachment B.

VI. **INFORMATION AND EDUCATION**
A. The President’s office shall issue an annual report documenting: (1) the number of faculty retiring in the previous fiscal year; (2) the number retiring under individual retirement incentive agreements by campus; (3) the categories of faculty.

B. The Office of Payroll and Benefits Services shall periodically provide educational sessions for faculty related to retirement options.

VII. INTERPRETATION

Questions concerning the policy and its interpretation should be directed to the campus human resources, University Counsel or provost’s offices or to the Senior Associate Vice President for Human Resources.

VIII. HISTORY

Original policy effective July 1, 1999
Revised January 28, 2000
Revised June 6, 2007
Revised July 1, 2011

IX. KEY WORDS

Faculty, incentive, retirement, benefits
ATTACHMENT A
PHASED RETIREMENT PROGRAM FOR TENURED
AND TENURE-TRACK FACULTY

I. Eligibility

All tenured and tenure track faculty members who are employed at fifty percent time or greater and: 1) will be at least 55 years of age by the end of the term of the phased retirement agreement; and 2) whose age and years of half time or greater service at the university total at least 65\(^1\) are eligible to participate in this phased retirement program (“Program”).

II. Terms and Provisions

A. Term of the Program

The agreed term of a Program for a tenured or tenure-track faculty member may be from one semester to up to five academic years. At the joint request of the department chair (or primary unit/division head) and the faculty member, and with the concurrence of the dean (if not the primary unit/division head specified above) and the chancellor, a Program with an initial term of less than five academic years may be renewed beyond the initial term for up to a maximum of five academic years total (including both the initial term and subsequent renewals). The faculty member shall agree to relinquish his/her tenure at the end of the term of the Program. In order for the Program to be renewed beyond the initial term the chancellor and the faculty member must agree to change the previously agreed upon retirement date.

B. Workload and Duties

1. Workload commitments and duties during the term of the Program must be described in the retirement incentive agreement.

2. Pay level and workload must remain at an average of 25% or higher over the term of the Program. Additionally, the faculty member must be paid at least 25% of full-time salary for each semester. The following are examples of acceptable pay and workload agreements.

   a. The faculty member may work 25% time at 25% pay during each academic year of the Program.

   b. The faculty member may work 50% time in year one, 0% time in year two and 25% time in year three at 25% of pay each academic year during a three-year term. (Under such an arrangement, the faculty member must be paid at 25% of full-time salary for each academic year. The faculty member may not be paid 50% in year one and 0% in year two).

   c. The faculty member may work 75% time each academic year at 75% pay.

\(^1\) The faculty member is only eligible to retire once her/his combined age and years of service total at least 70. If the phased retirement period ends prior to the individual’s age and years of service totaling 70, the faculty member will not receive the University of Colorado retirement benefits available to those who do meet the minimum established age and years of service requirements.
d. The faculty member may work full time (100%) in the fall semester and be relieved of all responsibilities during the spring semester, averaging a 50% workload and 50% pay over the academic year. (Under such an arrangement, the faculty member would be paid at 50% of full pay for the entire academic year. The faculty member may not be paid 100% in the fall semester and 0% in the spring semester.)

3. Faculty members may not be paid in advance for work not yet performed. For example, the faculty member may not work 0% time in the first academic year of the Program and 100% time during the second academic year and be paid at 50% of full-time salary for the first year. In any case where the faculty member receives a greater percentage of pay than workload for any semester or year, the faculty member must have had a corresponding greater percentage of workload than pay in a previous year or semester.

4. Agreed-upon duties may include teaching, clinical, research, and service/administrative duties. Ordinarily, duties should include both classroom teaching and service duties.

5. Workload commitments and duties during the term of the Program must be approved by the department chair (or primary unit/division head), the dean of the academic unit (if not the primary unit/division head specified above), and the chancellor. The percent workload and agreed upon duties may be renegotiated on an annual basis with the consent of the faculty member, the chancellor, the department chair (or primary unit/division head), and the dean of the academic unit (if not the primary unit/division head specified above). The retirement incentive agreement must be modified to reflect agreed upon changes to the percentage of workload and duties.

6. Faculty members who otherwise meet the eligibility requirements for a sabbatical assignment under Regent Law Article 5.B.3(C) may, with the approval of their department chair (or primary unit/division head), the dean of the academic unit (if not the primary unit/division head) and the chancellor, include a sabbatical as part of their proposed workload commitments and duties during the term of the Program. The same processes and criteria for approval of sabbaticals shall apply as enumerated in Regent Policy 5-A. Similar rules and procedures contained in Regent Policy 5-A. Similarly, rules and procedures contained in Regent Policy 5-A and Regent Action 2/24/68; amended 3/17/88, 1/20/94 and 10/20/94 shall apply. The one difference in treatment of faculty on sabbatical as part of the Program is that instead of the requirement that the faculty member return to the university for at least one full year after the sabbatical, a faculty member in the Program shall return for as many years as required to complete the equivalent of one year of full time work following the sabbatical.2

C. Benefits

1. The retirement plan contributions by the university (ordinarily 10% of full-time salary) will be paid to faculty in Programs at two times the negotiated workload percentage (e.g., a faculty member working at a reduced workload of 40% will receive a university retirement contribution

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2 The normal post sabbatical commitment states that: “In accepting a sabbatical assignment, the faculty member shall agree to return to the university for at least one year thereafter. In case the faculty member is responsible for terminating his/her connection with the university within the period of one year after expiration of the sabbatical, the individual shall refund the sabbatical remuneration to the university on a prorated basis, except in exceptional circumstances, including permanent disability or death, wherein neither the individual nor the heirs shall be obligated to refund any part of the amount paid while on sabbatical.” Regent Action 2/24/68; amended 1/20/94.
based on 80% of salary, equaling an 8% university contribution). In no case will a faculty member receive an employer contribution in excess of 10% of full-time salary.³

2. University contributions to group insurance plans (including health, dental, and life insurance provided by the university) during the term of the Program shall continue as if the faculty member were at 100% time.

3. Upon reaching age 59½, when entered in a Program, the employee may begin retirement plan distributions as permitted under the terms of the retirement plan and IRS regulations.

D. Additional Terms and Conditions

1. A request for participation in a Program should be filed with the department chair (or primary unit/division head) by December 1 for a Program to begin in the following fall semester. A request should be made by May 1 for a Program to begin the following spring semester. The chancellor should notify the faculty member whether the request is granted or denied by no later than March 31 for the fall semester or September 30 for the spring semester (or later for requests not filed by the due dates). Requests filed after the due dates may be considered untimely.

2. During the term of a Program, the university must continue to be the faculty member’s primary professional commitment. A faculty member on phased retirement may not accept a full-time position with another employer or a tenured part-time position at another education institution.

3. Faculty in Programs must continue to participate in annual evaluations, post-tenure review, and other applicable faculty personnel processes.

4. Should a program be terminated prior to the end of its term, the faculty member shall be compensated for work already performed if in excess of salary received but shall not receive additional compensation or benefits under the Program.

³ if the salary for the faculty member is paid from grant funds, this benefit is not guaranteed and will be paid only if permitted and funded by the funding agency.
ATTACHMENT B
PHASED RETIREMENT PROGRAM
NON-TENURE-TRACK FACULTY

I. Eligibility

All non-tenure-track faculty members who are employed at fifty percent time or greater and: 1) will be at least 55 years of age by the end of the period of the phased retirement program (“Program”); and 2) whose age and years of half time or greater service at the university total at least 65⁴ are eligible to participate in the Program.

II. Terms and Provisions

A. Term of the Agreement.

The agreed term of a Program for a non-tenure-track faculty member may be from one semester to up to one academic year.

B. Workload and Duties.

1. Workload commitments and duties during the term of the Program must be described in the retirement incentive agreement.

2. Pay level and workload must remain at an average of 25% or higher over the term of the Program. Additionally, the faculty member must be paid at 25% of full-time salary for each semester. The following are examples of acceptable pay and workload agreements.

   a. The faculty member may work 25% time at 25% pay during each semester.

   b. The faculty member may work 50% time in the first semester and 0% time in the second semester (Under such an arrangement, the faculty member must be paid at 25% of full-time salary during each semester. The faculty member may not be paid 50% in the first semester and 0% in the second semester).

   c. The faculty member may work 75% time each semester at 75% pay; or

   d. The faculty member may work 100% time in the fall semester and be relieved of all responsibilities during the spring semester, averaging a 50% workload and 50% pay over the academic year. (Under such an arrangement, the faculty member must be paid at 50% of full-time salary for the entire academic year. The faculty member may not be paid 100% in the fall semester and 0% in the spring semester.)

3. Faculty members may not be paid in advance for work not yet performed. For example, the faculty member may not work at 0% in the fall semester and 100% in the spring.

⁴ The faculty member is only eligible to retire once her/his combined age and years of service total at least 70. If the phased retirement period ends prior to the individual’s age and years of service totaling 70, the faculty member will not receive the University of Colorado retirement benefits available to those who do meet the minimum established age and years of service requirements.
semester and be paid at 50% of full-time salary in the fall semester. In any case where the faculty member receives a greater percentage of pay than workload for any semester, the faculty member must have had a corresponding greater percentage of workload than pay in a previous semester.

4. Unless falling within a specific exception described in Colorado law, Colorado law requires that non-tenure-track faculty be at-will employees. All retirement incentive agreements for non-tenure-track faculty must explicitly state those facts and reserve the university’s right to terminate at-will faculty members’ employment and their Programs at any time.

5. Workload commitments and duties during the term of the Program must be approved by the department chair (or primary unit/division head), the dean of the academic unit (if not the primary unit/division head specified above), and the chancellor.

C. Benefits

1. The retirement plan contributions by the university (ordinarily 10% of full-time salary) will be paid to faculty in Programs at two times the negotiated workload percentage (e.g., a faculty member working at a reduced workload of 40% will receive a university retirement contribution based on 80% of salary, equaling an 8% university contribution). In no case will a faculty member receive an employer contribution in excess of 10% of full-time salary.

2. University contributions to group insurance plans (including health, dental, and life insurance provided by the university) during the term of the Program shall continue as if the faculty member were at 100% time.

3. Upon reaching age 59½, when entered in a Program, the employee may begin retirement plan distributions as permitted under the terms of the retirement plan and IRS regulations.

D. Additional Terms and Conditions

1. A request for participation in a Program should be filed with the department chair (or primary unit/division head) by December 1 for a Program to begin in the following fall semester. A request should be made by May 1 for a Program to begin the following spring semester. The chancellor should notify the faculty member whether the request is granted or denied by no later than March 31 for the fall semester or September 30 for the spring semester (or later for requests not filed by the due dates). Requests filed after the due dates may be considered untimely.

2. Non-tenure-track faculty in Programs must continue to participate in annual evaluations and other applicable faculty personnel processes.

3. Should a retirement incentive agreement be terminated prior to the end of the term of the Program, the faculty member shall be compensated for work already performed if in excess of salary received but shall not receive additional compensation or benefits under the program.