



**UNIVERSITY OF GUAM
UNIBETSEDAT GUAHAN
Board of Regents**

UOG Station, Mangilao, Guam 96923
Telephone: (671) 735-2995 • Fax: (671) 734-2296

REGULAR MEETING

**Thursday, November 15, 2018, 5:30 p.m., AV Room 1, RFK Library,
Tan Siu Lin Building, UOG Campus, Mangilao, Guam**

AGENDA

- 1.0 CALL TO ORDER**
- 2.0 MEETING MINUTES**
 - Action 2.1 Regular Meeting Minutes of August 23, 2018**
 - Action 2.2 Special Meeting Minutes of September 20, 2018**
- 3.0 NEW BUSINESS**
 - Action 3.1 Election of Chairperson**
- Information 4.0 CHAIRPERSON'S REPORT**
- Information 5.0 PRESIDENT'S REPORT**
- 6.0 REPORTS FROM STANDING COMMITTEES**
 - 6.1 Academic, Personnel and Tenure Committee**
 - Action 6.1.1 Resolution No. 18-34, Relative to Adopting a New Salary Scale for Administrators Based on the 2009 Survey of Colleges and Universities by the College and University Professional Association (CUPA)**
 - Action 6.1.2 Resolution No. 18-35, Relative to Naming Dr. Robert Anacletus Underwood as President Emeritus of the University of Guam**
 - Action 6.1.3 Resolution No. 18-36, Relative to Approving the Negotiated Agreement by and Between the Board of Regents of the University of Guam and the UOG Faculty Union, American Federation of Teachers, Local 6282, December 1, 2018 – April 30 2023**
 - 6.2 Student Affairs, Scholarship, Alumni Relations, and Honorary Degree Committee**
 - Action 6.2.1 Resolution No. 18-37, Relative to Approving the Fanuchanan 2018 Commencement Graduate Listing**
 - Action 6.2.2 Resolution No. 18-38, Relative to Approving the Proposed Amendments to the Student Regent Election Regulations**

- Action** **6.2.3 Resolution No. 18-39, Relative to Setting Student Fees and Miscellaneous Charges, and Delegating Approval Authority to the University of Guam President for the Setting of Miscellaneous Charges**
- 6.3 Investment Committee**
- Information** **6.3.1 Investment Update**
- 6.4 Budget, Finance, and Audit Committee**
- Information** **6.4.1 Financial Update**
- Information** **6.4.2 Collections Report**
- Information** **6.4.3 Procurement Transactions and Contracts Report**
- Action** **6.4.4 Resolution No. 18-40, Relative to Approving the FY 2019 Insurance Policy**
- 6.5 Physical Facilities Committee**
- Information** **6.5.1 Plant & Facilities Update**
- Information** **7.0 AD HOC REPORT: ENDOWMENT FOUNDATION UPDATE**
- 8.0 OPEN PRESENTATION (3 Minute Limit Per Person)**
- 9.0 EXECUTIVE SESSION**
- Information** **9.1 Legal Matter**
- 10.0 ADJOURNMENT**

Acting Chairperson Regent Elvin Chiang will call the meeting to order.

The BOR will vote on approving the meeting minutes presented.



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**Regular Meeting Minutes
August 23, 2018**

1.0 CALL TO ORDER

The Regular Meeting of the Board of Regents (BOR) was called to order by BOR Chairperson Elizabeth Gayle on August 23, 2018 at 5:49 p.m., in AV Room #1, University of Guam RFK Library, Tan Siu Lin Building. Notice of such meeting have been duly and regularly provided by the BOR.

QUORUM:

Elizabeth Gayle	Chairperson
Jillette Leon Guerrero	Vice Chairperson
Elvin Chiang	Treasurer
Mariflor Herrero	Member
Christopher Felix	Member
Hyo Sang Ji	Member
Jerold Filush	Member
Liza Provide	Member
Ann Fay Camacho	Member

ALSO PRESENT:

Thomas W. Krise	Executive Secretary
Robert A. Underwood	Former President
Victorina Y. Renacia	Legal Counsel
Sandra McKeever	Regent Candidate
Tessica Duenas	Recording Secretary
David S. Okada	CPO/Acting EAP

2.0 MEETING MINUTES

2.1 Regular Meeting Minutes of April 26, 2018

Chairperson Gayle asked if there were any corrections or discussion regarding the regular meeting minutes as presented. There being none, the minutes was accepted as submitted in the packet.

2.2 Special Meeting Minutes of June 21, 2018

Board of Regents Regular Meeting Minutes of August 23, 2018

Chairperson Gayle asked if there were any corrections or discussion regarding the special meeting minutes as presented. There being none, the minutes was accepted as submitted in the packet.

3.0 CHAIRPERSON'S REPORT

Chairperson Gayle thanked the President's Search Committee and the BOR for completing the process of hiring UOG's 11th President, Dr. Thomas W. Krise. After completing contract negotiations, he came on board, effective Aug 6, 2018. She then asked President Krise to say a few words during his president's report.

Chairperson Gayle mentioned she established a President Transition Planning Committee to assist with the transition of Dr. Krise into UOG, island, and regional communities. She mentioned of an upcoming Senior Leadership Retreat, tentatively on September 13, 2018, and an Investiture on November 16, 2018, 11:30am-2pm, UOG Calvo Field House. She also mentioned about the Special BOR meetings in September 2018, and had a moment of silence for the loss of family of our UOG Community to include – Agapito (Pete) Sengue Soriano; Paloma Albala Hernandez; Lourdes Sablan Quintanilla; Luz Adongay Duarte; and Tony Thompson.

4.0 PRESIDENT'S REPORT

President Krise gave the President's report. A copy is attached. He thanked everyone for his selection and is honored to be selected. He talked about his background and looked forward to working with everyone.

After the President's Report, Vice Chairperson Leon Guerrero made a motion for executive session, 9.1 Legal Update, be moved up on the agenda due to special guests and paid court recorder being present at this time. The motion was duly seconded. Motion carried. Vice Chairperson Leon Guerrero made another motion that the executive session, 10.1 Personnel Matter, also be moved up on the agenda to keep the executive sessions together. The motion was duly seconded. Motion carried.

The BOR went into Executive Session at 6:14pm.

The BOR resumed the Regular Meeting agenda of 5.0, at 6:48pm.

5.0 REPORTS FROM STANDING COMMITTEES

5.1 Academic, Personnel, and Tenure Committee

5.1.1 Resolution No. 18-nn, Relative to Adopting a New Salary Scale for Administrators Based on the 2009 Survey of Colleges and Universities by the College and University Professional Association (CUPA)

Regent Leon Guerrero noted that the resolution will be taken off the agenda as it was tabled from a previous meeting and not ready for review. The Committee will review the resolution when it is completed and re-submitted at a later time.

Board of Regents Regular Meeting Minutes of August 23, 2018

5.1.2 Resolution No. 18-27, Relative to Approving the University of Guam (UOG) Amended Articles of Incorporation and the UOG Board of Regents' (BORs') Amended Bylaws

Regent Leon Guerrero introduced Resolution No. 18-27, which was duly seconded. She read a portion of the resolution, briefly reported on the purpose of the resolution, and noted that there is one part in the Bylaws concerning travel that needs BOR decision before it can be finalized. Regent Felix made the motion to amend the number of Regents who may participate in committee meetings via electronic device while traveling off-island to one Regent. The amendment was duly second and the amendment carried. Regent Leon Guerrero re-introduced Resolution No. 18-27 with the amended change to separate the Budget, Finance, Investment and Audit (BFIA) Committee into two separate committees, the Budget, Finance and Audit (BFA) Committee and Investment Committee, which was duly second. The motion carried.

5.1.3 Update on University of Guam Policy Manual (UPM)

Regent Leon Guerrero stated that the University's Rules Regulations, and Procedures Manual is in the process of being revised as the University Policy Manual (UPM). She asked Dr. Underwood and Mr. Hollyer to further explain the details of the changes. A copy of what was briefed is attached.

5.2 Student Affairs, Scholarship, Alumni Relations and Honorary Degree Committee

5.2.1 SASARHD Update

Regent Herrero provided a brief report on the SASARHD committee meeting.

5.2.3 Collections Report

Regent Herrero provided an overview of the collections of student loans and asked Mr. Wiegand to summarize the remaining report in more detail. A copy of the collections report is attached.

5.3 Budget, Finance, and Audit Committee

Regent Chiang reported that the BFA committee did not meet this month due to no quorum. Therefore, there are no actions items to be presented.

5.4 Investment Committee

Regent Chiang reported that since the Investment committee did not meet this month, there is no report from the committee.

5.5 Physical Facilities Committee

Board of Regents Regular Meeting Minutes of August 23, 2018

Regent Felix provided a brief overview of the Plant and Facilities restructuring program. Mr. Randy Wiegand also gave a report on the PIP Dorm.

6.0 AD HOC REPORT: ENDOWMENT FOUNDATION UPDATE

Endowment Director gave an update on the funds raised from the MARC 50th Year Celebration and the Endowment Banquet Event. She also introduced a campaign to raise funds with incentives. A short video was intended to be presented but due to time constraints and technical difficulties, the short video was not played and the link will be sent to the Regents by e-mail.

7.0 NEW BUSINESS

7.1 BOR 2018-2019 Calendar (meetings)

Chairperson Gayle noted that the calendar is for information purposes only.

8.0 OPEN PRESENTATION (3 Minute Limit per Person)

Chairperson Gayle opened the floor for open presentations. There were no open presentations.

9.0 EXECUTIVE SESSION

9.1 Legal Update

Present:

Elizabeth Gayle, Chairperson	President Thomas Krise
Jillette Leon Guerrero, Vice Chairperson	Former President Robert Underwood
Elvin Chiang, Treasurer	Attorney Todd Thompson
Christopher Felix, Regent	Victorina Renacia, Legal Counsel
Mari Flor Herrero, Regent	Cecille Flores, Flores Court Reporting
Jerold Filush, Regent	
Hyo Song Ji, Regent	
Lisa Provided, Regent	
Annie Faye Camacho, Student Regent	

The Executive Session on Legal Updates began at 6:15 p.m. All regents were present. Attorney Todd Thompson, the University's external litigation counsel, presented to the Board on current litigation matters. The session was recorded by an authorized court reporter, which will be reduced to a court reporter transcript. The session ended at 6:30 p.m.

10.0 EXECUTIVE SESSION

10.1 Personnel Matter

This Executive Session followed the Executive Session above. All Regents and President Krise were present. A personnel matter was discussed. The session ended at 6:30 p.m.

Board of Regents Regular Meeting Minutes of August 23, 2018

11.0 ADJOURNMENT

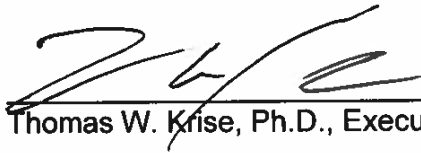
Regent Leon Guerrero moved that the meeting be adjourned, which was duly seconded and passed. Chairperson Gayle adjourned the meeting at 7:22 p.m., Chamorro Standard Time.

All Regents were requested to see the Notary, who was on site, to sign the UOG Amended Articles of Incorporation and the UOG BORs' Amended Bylaws.



Elvin Chiang, Acting Chairperson

ATTESTED:



Thomas W. Krise, Ph.D., Executive Secretary

News Items for the UOG President's Report to the Board of Regents, Aug 23, 2018

School of Nursing and Health Sciences (SNHS)

On August 8th, the Accreditation Commission for Education in Nursing (ACEN) granted the UOG BSN program 8 years of continuing accreditation. The program was congratulated for meeting ALL accreditation standards and providing a quality education. The Commission cited as strengths the strong, mutually beneficial partnerships that exist between the UOG School of Nursing, the community of Guam, and the healthcare community.

In collaboration with the UOG Endowment Foundation Parent Scholarship, the Nursing program and the Guam Memorial Hospital Authority provided an intense two-week clinical internship experience for nurses from the College of Micronesia/FSM and the Pohnpei State Hospital. The project was a pilot to improve the skills of working nurses in the region through instruction at the UOG nursing skills lab and the Guam Memorial Hospital. Continuing education and housing were coordinated by PIP. This collaboration was a success and the nursing Dean will request continued Endowment support to allow the program to be conducted again with nurses from other Micronesian islands.

The NIH Building Infrastructure Leading to Diversity grant housed at SNHS admitted 8 scholars. The students and faculty in the program went to Portland State for the annual orientation. UOG has 17 total scholars (from 3 cohorts) participating in this NIH grant led by Portland State University to increase diversity in research/STEM.

School of Engineering (SENG)

The School established a student chapter with the local professional chapter of the Society of American Military Engineers (SAME), which will provide a venue where students can engage with the local professional community.

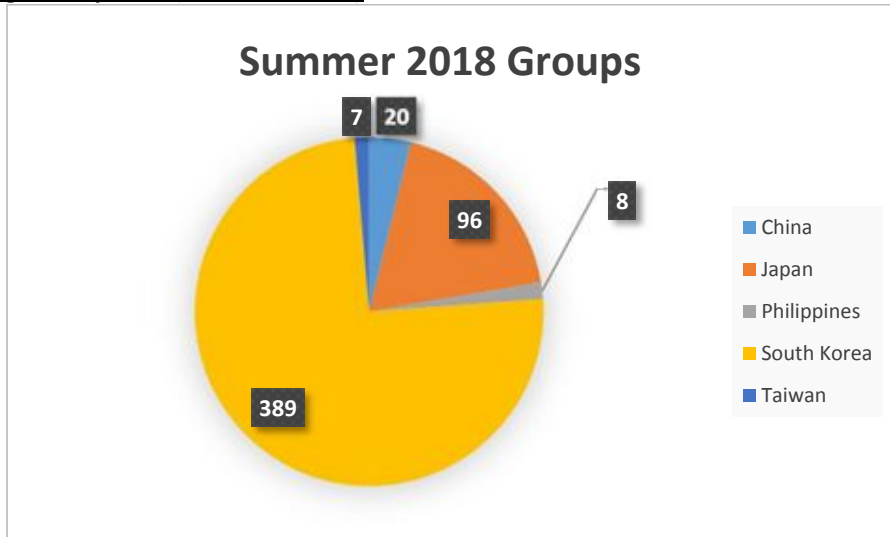
In 2018, the school established the SENG Advisory Council comprised of senior officials and chief executives from federal and public agencies, private sector, and School of Engineering Pre-Engineering Curriculum Alumni. The Council members provide advising and consulting with school leadership regarding issues of mutual concern related to the education, accreditation and service programs, support and guide the school in outreach and fostering relationships with industry, engineering, business communities, local and federal governments, and current and former students, and assist in developing and identifying resources to support the needs and programs of the school, such as student scholarships and hired our students as part of the requirement "Summer Internship Program".

The School will be submitting its package to "Request a new degree program" to the Faculty Senate and to the Accreditation Board for Engineering and Technology (ABET) program. The official goal is to offer a Bachelor of Science in Civil Engineering degree at University of Guam that will meet the needs of local students and the work force requirements of Guam, Micronesia and the neighboring regions of the Pacific and Asia. The new School of Engineering building will soon be under construction.

Professional & International Programs

English Adventure Program Update (Summer 2018)

Country	Sum of Pax
China	20
Japan	96
Philippines	8
South Korea	389
Taiwan	7
Grand Total	520



- **Generated \$524,681 in revenue**
- **Market Diversification**
 - Japan (96 pax)
 - South Korea (389 pax)
 - Taiwan (7 pax)
 - Philippines (8 pax)
 - China (20 pax)
- **Philippines Internship Program**
 - Philippine Science High School - Western Visayas
 - College of Natural & Applied Sciences and the Marine Laboratory at the University of Guam hosted high school students from the Philippines for an 80-hour science immersion internship program.
- **Collaboration with the Guam Visitors Bureau (GVB)**
 - Xuueri Summer Camp (China)
 - Potential development of China market due to large pool of students from the Xuueri Summer Camp
- **Instructors**
 - Employed 31 teachers over the summer
- **7 New Universities from Korea**
 - Yong-In Songdam College
 - Choonhae College of Health Sciences
 - Daegu Health College
 - Gyonggi University
 - Jeju National University
 - Sahmyook University
 - Koje College
- **2 New Universities from Japan**

- Ryukoku University
- Rishso University

- **Working with Community Partners**

- ABC (Alupang Beach Club)
- Guam Visitors Bureau
- Japan Bus Lines
- B&G Pacific LLC
- Nayon Express
- Central Lanes
- Licensed Tour Guides
- Professional Guest Speakers
- Local Fitness Instructors / Athletes
- Diversified Program Schedule

	Group	Country	Start Date	End Date	Length	Pax	Program A/R
1	Semyung University	South Korea	6/25/2018	7/20/2018	4 weeks	37	\$ 46,287.00
2	Chonbuk National Univeristy	South Korea	6/25/2018	7/20/2018	4 weeks	16	\$ 20,016.00
3	Sunmoon University	South Korea	6/25/2018	7/20/2018	4 Weeks	20	\$ 25,020.00
4	Yong-In Songdam College	South Korea	6/25/2018	7/20/2018	4 weeks	24	\$ 30,024.00
5	Choonhae College of Health Sciences	South Korea	7/2/2018	7/27/2018	4 weeks	14	\$ 17,514.00
6	Daegu Health College	South Korea	7/2/2018	7/27/2018	4 weeks	10	\$ 12,510.00
7	Gyonggi University	South Korea	7/2/2018	7/27/2018	4 weeks	4	\$ 5,004.00
8	Jeju National University (PIP)	South Korea	7/2/2018	7/27/2018	4 Weeks	21	\$ 26,271.00
9	Dongnam University	South Korea	7/2/2018	7/27/2018	4 weeks	45	\$ 56,295.00
10	Catholic University of Pusan	South Korea	7/2/2018	7/27/2018	4 weeks	46	\$ 57,546.00
11	Gimpo University	South Korea	7/2/2018	7/27/2018	4 weeks	1	\$ 1,251.00
12	Jennifer Chau Program - 4-H Fisheries	Taiwan	7/7/2018	7/21/2018	2 weeks	7	\$ 3,850.00
13	University of Gyeongnam Namhae	South Korea	7/9/2018	8/3/2018	4 weeks	25	\$ 31,275.00
14	Changwon National University	South Korea	7/16/2018	7/27/2018	2 week	20	\$ 12,180.00
15	Philippine Science High School - Western Visayas	Philippines	7/16/2018	7/27/2018	2 Weeks	8	\$ -
16	Xuueri Summer Camp	China	7/16/2018	7/16/2018	1 Day	20	\$ -
17	Sahmyook University	South Korea	7/16/2018	8/3/2018	3 weeks	20	\$ 20,800.00
18	Koje College	South Korea	7/23/2018	8/17/2018	4 weeks	32	\$ 40,032.00
19	Chiba Institute of Technology	Japan	8/1/2018	8/24/2015	3.5 weeks	13	\$ 21,450.00
20	Chiba Institute of Technology - Business	Japan	8/6/2018	8/24/2015	3 weeks	10	\$ 14,600.00
21	Inha University	South Korea	8/6/2018	8/17/2018	2 weeks	54	\$ 32,886.00
22	Ryukoku University	Japan	8/27/2018	9/1/2018	1 week	15	\$ 9,300.00
23	Rishso University	Japan	9/4/2018	9/14/2018	2 weeks	5	\$ 4,000.00
24	Shibaura Institute of Technology	Japan	9/4/2018	9/14/2018	2 weeks	53	\$ 36,570.00

520 \$524,681

**PLEASE NOTE THAT THE REPORT IS FOR THE LONGTERM SUMMER STUDY ABROAD PROGRAMS

ADVENTURE SPORTS CAMP

- JUNE 18, 2018 - AUGUST 10, 2018
- (5) TWO-WEEK SESSIONS OFFERED OVER THE SUMMER
- AGES 5-15 YEARS OLD
- EMPLOYED 17 COUNSELORS AND 1 CAMP DIRECTOR
- 481 TOTAL PARTICIPANTS
 - 179 INTERNATIONAL KIDS
 - 302 LOCAL KIDS
- INCORPORATED UOG SOCCER ATHLETICS TO PROVIDE ADDITIONAL SKILLS TRAINING
- INCORPORATED ART PRINT MAKING CAMP W/ THE COLLEGE OF LIBERAL ARTS & SOCIAL SCIENCES
- WASEGAKU HIGH SCHOOL CULTURAL EXCHANGE ACTIVITY
- CENTRAL WASHINGTON UNIVERSITY HEALTH AND WELLNESS PRESENTATIONS
- **GROSS REVENUE IN EXCESS OF \$158,000**

PROFESSIONAL DEVELOPMENT AND LIFELONG LEARNING (PDLLC)

Guam Department of Education (GDOE) WORKSHOPS for FY17/18

Technology in the Classroom	March 2018	\$ 62,000
Career and Technical Education (CTE)	May 2018	\$ 14,500
Career Pathways: CTE Consultant Curriculum	August 2018	\$ 46,906
GATE Part 2	January 2018	\$ 81,000
College and Career Readiness Dual Enrollment	June 2018	\$ 153,698
GCTF – Food Friends	May 2018	\$ 60,145
Literacy	June 2018	\$ 60,000
Standard Based Assessments	Nov 2018	\$ 175,000
GATE – STEM	Sept 2018	\$ 81,460
Curricular Resources	Aug 2018	\$ 231,265
ECE Extension	July 2018	\$ 67,150
Literacy - Expansion & Part 2	April 2018	\$ 66,716
Initial Teacher Certification	April 2018	\$ 149,702
Technology P2	June 2018	\$ 49,910
		\$ 1,299,452

UOG’s CEDDERS secures five years of federal funding

The University of Guam’s Center for Excellence in Developmental Disabilities, Education, Research, and Service has been awarded \$2.74 million in federal grant assistance from the U.S. Department of Health & Human Services. The grant will serve as the base funding for the center, providing \$547,000 per year.

The funding will allow CEDDERS to continue its mission to “create partnerships and pathways to increase the quality of life of individuals with developmental disabilities and their families.” Through its core functions — interdisciplinary training, technical assistance, research, and dissemination of information — CEDDERS supports the full inclusion of individuals with developmental disabilities in all aspects of the community life. The grant will primarily support interdisciplinary training and technical assistance to the community.

<https://www.uog.edu/news-announcements/2017-2018/2018-uog-cedders-secures-five-years-of-federal-funding.php>

UOG joins global network to accelerate sustainability solutions

The University of Guam is the newest member of the Global Consortium for Sustainability Outcomes, an invitation-only international network of universities and research institutes advancing solutions to sustainability challenges through research, development, and capacity building.

<https://www.uog.edu/news-announcements/2017-2018/2018-uog-joins-global-network-to-accelerate-sustainability-solutions.php>

UOG graduate student shares cycad research at national conference

University of Guam graduate student Benjamin Deloso represented Guam at the national conference of the American Society for Horticultural Science held July 30–Aug. 3 in Washington, D.C. Deloso shared the results of two Guam studies designed to improve conservation of Guam’s native fadang plant.

<https://www.uog.edu/news-announcements/2017-2018/2018-uog-graduate-student-shares-cycad-research-at-national-conference.php>

Island Leaders Converge for Inaugural Island Sustainability Community Advisory Board

As the University of Guam’s Center for Island Sustainability (CIS) approaches its 10th anniversary, CIS announces its launching of the inaugural Island Sustainability Community Advisory (ISCA) Board. The board is comprised of local leaders and captains of industry and government. The ISCA Board will set strategies to cultivate a sustainable future for our region.

<https://www.uog.edu/news-announcements/2017-2018/2018-island-leaders-converge-for-inaugural-island-sustainability-community-advisory-board.php>

Guam Department of Labor (GDOL) \$105,000 Grant-funded Apprenticeship Program.

In partnership with the School of Nursing and Health Sciences, Guam Memorial Hospital and the Guam Regional Medical Center, UOG's Professional and International Programs coordinated a NECLEX Review Program to potentially certify 40 participants to become Registered Nurses (RN). The program included an 80 NECLEX review course and a 180-hour Clinical Refresher Course.

UOG School of Business secures second place in global business competition

A team from the University of Guam School of Business & Public Administration took second place in an international case-study competition on business held April 17 to 20 in New Orleans.

<https://www.uog.edu/news-announcements/2017-2018/2018-uog-school-of-business-global-business-competition.php>

Seven UOG Students Receive RCUOG Travel Awards

Seven University of Guam students received Research Corporation of the University of Guam (RCUOG) travel awards for education-related travel occurring through Dec. 31, 2018. The recipients will travel to Palau, the Philippines, Texas, and England to present their research projects, lead workshops, and enhance their academic experiences.

<https://www.uog.edu/news-announcements/2017-2018/2018-seven-uog-students-receive-rcuog-travel-awards.php>

School of Nursing faculty help train visiting nurses from Pohnpei

University of Guam's School of Nursing arranged and participated in a training opportunity earlier this month for four nurses from Pohnpei State Hospital and two nursing educators from the College of Micronesia-FSM in Pohnpei. The visiting nurses were in Guam from July 1–13. Their training began at UOG with School of Nursing faculty and continued at Guam Memorial Hospital.

<https://www.uog.edu/news-announcements/2017-2018/2018-uog-school-of-nursing-faculty-help-train-visiting-nurses-from-pohnpei.php>

UOG Graduate Student Lauren Swaddell Selected for Marine Policy Fellowship in D.C.

A Guam native has been selected for the first time as a finalist for the John A. Knauss Marine Policy Fellowship, a one-year fellowship in which participants gain hands-on experience at host government offices in Washington, D.C., transferring science to policy and management. Lauren Swaddell, a graduate student studying environmental science at the University of Guam, was one of 66 finalists announced on July 11.

<https://www.uog.edu/news-announcements/2017-2018/2018-lauren-swaddell-selected-for-knauss-fellowship.php>

Political activist Maya Tersigni speaks at UOG

The University of Guam's Political Science Student Association hosted a talk with social and political activist Maya Tersigni. The talk was open to the public and was held at 6 p.m. on Monday, July 16, in the CLASS Lecture Hall.

<https://www.uog.edu/news-announcements/2017-2018/2018-political-activist-maya-tersigni-to-speak-at-uog.php>

UOG Builds Regional Ties, Represents Guam at Jeju Forum

The University of Guam Center for Island Sustainability strengthened ties with other Asia-Pacific universities and represented UOG as a regional sustainability partner at the 13th Jeju Forum for Peace & Prosperity, held June 26–28, 2018, in the Jeju Province of South Korea.

<https://www.uog.edu/news-announcements/2017-2018/2018-cis-at-jeju-forum.php>

SHRM Chapter at UOG Brings Home 20th National Award

Future human resource professionals of the University of Guam's Society for Human Resource Management (SHRM) Student Chapter have earned another national recognition. On May 26, the chapter was awarded the Superior Merit Award, its 20th such award in 22 years as a chartered chapter, for its 2017–2018 achievements. The students were also recognized at the SHRM Annual Conference & Exposition held June 17–20 in Chicago, attended by more than 22,000 human resources professionals from around the globe.

<https://www.uog.edu/news-announcements/2017-2018/2018-shrm-chapter-at-uog-brings-home-20th-national-award.php>

UOG Psychology Graduates Accepted into Prestigious Doctoral Programs

Danielle Concepcion, Monique Nakamura, and Brooke Pangelinan—each of whom graduated from the University of Guam's Master of Science in Clinical Psychology (MSCP) program this year—have been accepted into prestigious doctoral programs in the U.S. mainland. They will start their programs this fall.

<https://www.uog.edu/news-announcements/2017-2018/2018-uog-psych-grads-accepted-into-prestigious-doctoral-programs.php>

Poet Laureate Frederick Quinene Publishes Collection of Poems through UOG Press

<https://www.uog.edu/news-announcements/2017-2018/2018-poet-laureate-frederick-quinene-publishes-collection-of-poems.php>

Knowledge of Forest Conservation Grows throughout Micronesia following UOG Course

Forestry workers from around Micronesia have returned to their home islands with newfound knowledge and a fresh perspective on conservation following an intensive 17-day course offered by the University of Guam (UOG) in partnership with Iowa State University and the U.S. Forest Service. Professors from both universities led 15 participants in a “Tropical Forest Ecology” course from May 21 to June 7.

<https://www.uog.edu/news-announcements/2017-2018/2018-knowledge-of-forest-conservation-grows-throughout-micronesia-following-uog-course.php>

UOG Sea Grant Program Celebrates Grand Opening of New Headquarters on June 18. UOG Sea Grant’s new office space also serves as a demonstration house for the Guam Power Authority’s Demand-Side Management (DSM) program.

UOG Distributes 500 Free Reusable Bags to Pay-Less Shoppers

The University of Guam kick-started the ban on single-use plastic bags last week by distributing 500 free, reusable bags to patrons of Pay-Less Supermarkets. The two-day event was sparked by the June 6 enactment of Senator Régine Biscoe Lee’s “Choose to Reuse: Muñgnga Ma Ayek I Plastek” Bill 268 (now Public Law 34-110).

<https://www.uog.edu/news-announcements/2017-2018/2018-uog-distributes-500-free-reusable-bags-to-pay-less-shoppers.php>

UOG Professors Head to Yap, Pohnpei to Teach Summer Classes

This summer Faculty from the University of Guam's School of Education were in the Federated States of Micronesia to help aspiring and practicing teachers in the islands earn bachelor's degrees in education. The faculty spent three weeks on the island of Yap and five weeks on Pohnpei.

<https://www.uog.edu/news-announcements/2017-2018/2018-uog-professors-head-to-yap-pohnpei-to-teach-summer-classes.php>

Education Majors at UOG Shine in Praxis Exams

All education graduates pass their Praxis exams; half rank in the 80th percentile. Half of all School of Education undergraduate students who earned degrees from the University of Guam this Fañomnåkan semester performed above the 80th percentile nationally on one or more of their Praxis exams. One student landed in the 98th percentile.

<https://www.uog.edu/news-announcements/2017-2018/2018-guam-daily-post-uog-education-students-excel-on-praxis-tests-1.php>

UCLA Students at UOG for Inaugural Study Abroad Program to Guam

Twenty-five students from the University of California, Los Angeles were at UOG over the summer as part of UCLA's first-ever Guam Travel Study Program from July 2 to July 27. The students were involved in two daily classes on the UOG campus, weekly excursions to cultural sites, and research projects with the community organizations Chief Huråo Academy, Guampedia, the Guam Museum, the Guam Preservation Trust, the Håya Foundation, and the UOG Center for Island Sustainability.

<https://www.uog.edu/news-announcements/2017-2018/2018-ucla-students-at-uog-for-inaugural-study-abroad-program-to-guam.php>

UOG Inducts New Student Government Members

UOG President Robert Underwood conducted the swearing in of the newly elected officers and senators of the 57th Student Government Association on Aug. 3. New president is Evander De Guzman.

<https://www.uog.edu/news-announcements/2017-2018/2018-uog-inducts-new-student-government-members.php>

UOG hosts high school science interns from the Philippines

The College of Natural & Applied Sciences and the Marine Laboratory at the University of Guam hosted high school students from the Philippines in June and July for an 80-hour science immersion internship program. The Philippine Science High School Western Visayas Campus in Iloilo City, Philippines, initially reached out with the request, as seven students had indicated a preference for interning at UOG based on their science and research interests.

<https://www.uog.edu/news-announcements/2018-2019/2018-uog-hosts-high-school-science-interns-from-the-philippines.php>

Scan here for food: Student meal plans advance to electronic card system

Students residing in the dormitories at the University of Guam will have a simple and convenient way to stay fed starting this semester. The University's Information Technology department has developed an electronic meal card system to track students' use of their meal plans at the dormitory dining facility and convenience store.

<https://www.uog.edu/news-announcements/2017-2018/2018-student-meal-plans-advance-to-electronic-card-system.php>

College-bound students get hands-on agricultural experience at CIS

More than 60 high school students received hands-on agricultural training with the University of Guam Center for Island Sustainability (CIS) on July 18 through UOG's Upward Bound program. The Upward Bound program is designed to motivate and prepare low-income or first-generation college students to pursue a college education.

<https://www.uog.edu/news-announcements/2017-2018/2018-cis-training-with-upward-bound.php>

Triton Athletics in the News: Doug Palmer turned around UOG sports

In this article from Aug. 4, 2018, the Pacific Daily News tells the story of UOG Athletics Director Doug Palmer and how he rebuilt Triton Athletics department:

<https://www.guampdn.com/story/sports/2018/08/04/doug-palmer-turned-around-uog-sports-score/902928002/>

UOG Triton Athletics Names Dylan Naputi As Student-Athlete Of The Year

The University of Guam Triton Athletics Department has named Dylan Naputi as the Student-Athlete of the Year for the Tritons in 2018-19. Dylan help lead the UOG Men's Soccer Team to a 3rd place finish in the Guam Football Association's Budweiser Premier League. UOG had a 13-3-1 record for the season which ended in the semi-finals (3-1 UOG loss) to the now 5 time champions, Rovers FC.

<https://www.uog.edu/news-announcements/2017-2018/2018-uog-triton-athletics-names-dylan-naputi-as-student-athlete-of-the-year.php>

UOG Hosted Triton Expo June 3 at Agana Shopping Center

The event featured:

Information tables about UOG degree programs
Student Organizations
Tutorial Sessions on Financial Aid and Scholarships
FAFSA Assistance (please bring your tax documents)
50% Rebate on Application Fee for Fanuchãnan 2018 (new applications only)
Entertainment

MARC Anniversary Gala to Celebrate Community Contributors

MARC 50th flyerThe Richard F. Taitano Micronesia Area Research Center (MARC) at the University of Guam will celebrate 50 years of growth as a cultural repository and library with an anniversary gala dinner. The gala, themed “Navigating Our History to Chart Our Destiny,” will take place from 6 p.m.–10 p.m. on Aug. 21, 2018, at the Sheraton Laguna Guam Resort’s Ocean Sirena Ballroom.

<https://www.uog.edu/news-announcements/2017-2018/2018-marc-anniversary-gala-to-celebrate-community-contributors.php>

Down in history: UOG memorializes the builders of the Calvo Field House

“So many times, people think history began just before they showed up,” Dr. Robert Underwood, outgoing President of the University of Guam, told an intimate crowd at the Calvo Field House on Aug. 3, 2018. “But there’s a whole lot that happened before we showed up,” he continued, alluding to the many people in prior years who navigated uncharted paths, made difficult decisions, and ultimately established what the community has today.

<https://www.uog.edu/news-announcements/2017-2018/2018-underwood-memorializes-the-builders-of-the-calvo-field-house.php>

Book Tells Life Stories of UOG’s First Nursing Graduates

The Nurses book coverThe University of Guam School of Nursing Alumni Association (UOGNAA), in partnership with the UOG School of Nursing, invites the public to celebrate the release of its publication, “The Nurses: 50 Years of Dedicated Service, Nurturing, Caring, Service with Compassion.” The book launch will be held at 5:30 p.m. on Aug. 16 at the UOG School of Nursing lobby, where the nurses featured in the book will be present to sign books and share their experiences. <https://www.uog.edu/news-announcements/2017-2018/2018-book-tells-life-stories-of-uogs-first-nursing-graduates.php>

Biography of Jackson Family Patriarch presented to MARC on June 19

Dr. Jackson presented a copy of his book entitled, Biography of Arthur W. Jackson 1880 - 1961: An American Pioneer in Guam to the University of Guam's R.F.T. Micronesian Area Research Center (MARC) on Tuesday, June 19

Welcome to UOG's new administrators!

The University of Guam welcomes seven new administrators and new presidents of the Faculty Union and Faculty Senate for the 2018-2019 academic year.

<https://www.uog.edu/news-announcements/2018-2019/2018-welcome-to-uogs-new-administrators.php>

Dr. Thomas Krise Begins His Term as University of Guam President Next Month

The Board of Regents announces that Dr. Thomas Krise will start his term as the 11th President of the University on August 6.

<https://www.uog.edu/news-announcements/2017-2018/2018-dr-thomas-krise-begins-his-term-as-university-of-guam-president-next-month.php>

UOG Board of Regents Selects Krise for President

After two rounds of public voting during a Board of Regents meeting last night, six board members voted in favor of Krise. Five votes were needed to select the new president.

<https://www.uog.edu/news-announcements/2017-2018/2018-uog-board-of-regents-selects-krise-for-president.php>



**UNIVERSITY OF GUAM
UNIBETSEDÂT GUAHAN**

Board of Regents
UOG Station, Mangilao, Guam 96923
Telephone: (671) 735-2995 Fax: (671) 734-2296

**Special Meeting Minutes
September 20, 2018**

1.0 CALL TO ORDER

The Special Meeting of the Board of Regents (BOR) was called to order by BOR Chairperson Elizabeth Gayle on September 20, 2018 at 5:30 p.m., in AV Room #1, University of Guam RFK Library, Tan Siu Lin Building. Notice of such meeting have been duly and regularly provided by the BOR. She acknowledged the behind the scenes work of the late Angel Crisostomo Petros and that a formal condolence statement will be announced at the next BOR meeting. She also thanked the current staff for their work in setting up for the BOR meeting.

QUORUM:

Elizabeth Gayle	Chairperson
Jillette Leon Guerrero	Vice Chairperson
Elvin Chiang	Treasurer
Christopher Felix	Member
Hyo Sang Ji	Member
Liza Provideo	Member
Mari Flor Herrero	Member
Annie Fay Camacho	Member

ALSO PRESENT:

Thomas W. Krise	Executive Secretary
Christine Mababayag	Recording Secretary
David S. Okada	Interim Executive Assistant to the President

2.0 REPORTS FROM STANDING COMMITTEES

2.1 Budget, Finance and Audit Committee

2.1.1 Resolution No. 18-28, Relative to Approving the Student Financial Assistance Program (SFAP) FY2019 Reapportioned Budget

Regent Chiang introduced Resolution No. 18-28, which was duly seconded. He briefly reported on the purpose of the resolution. Regent Herrero noted that the SASARHD committee also

Board of Regents Special Meeting Minutes of September 20, 2018

recommended the resolution for approval. The motion carried.

2.1.2 Resolution No. 18-29, Relative to Approving the Reapportioned FY2019 General Operations Budget and Special Appropriations Budget

Regent Chiang introduced Resolution No. 18-29, which was duly seconded. Chair Gayle stated that the whereas in the resolution indicates the background due to the reduced budgets. The motion carried.

2.1.3 Resolution No. 18-30, Relative to Approving the Reapportioned FY2019 Non-appropriated Fund (NAF) and Auxiliary Budgets

Regent Chiang introduced Resolution No. 18-30, which was duly seconded. The motion carried.

2.1.4 Resolution No.18-31, Relative to Authorizing the Signing of Checks and Corporation Resolutions and Opening or Closing Bank Accounts, Investment Accounts or Credit Facilities

Regent Chiang introduced Resolution No. 18-31, which was duly seconded. The motion carried.

2.1.5 Resolution No. 18-32, Relative to Approving the Proposed FY2018-2019 Insurance Program

Regent Chiang introduced Resolution No. 18-32, which was duly seconded. He noted that the insurance program is to be renewed on an annual basis. The motion carried.

3.0 EXECUTIVE SESSION

3.1 Personnel Action

4.0 VOTING FILE

4.1 Resolution No. 18-33, Relative to Adopting an Ad Hoc Procedure for the August 27, 2018 Grievance/Discrimination Complaint Against the Former University of Guam President

The Board went into Executive Session at 5:39 p.m. and returned to open session at 5:53 p.m. Regent Leon Guerrero introduced Resolution No. 18-33. Regent Felix motioned to amend the resolution to add "former" in front of University of Guam President in the resolution title. The motion was duly seconded and the motion carried. Regent Leon Guerrero reported that on August 27th, the sexual discrimination in job placement grievance against former President Robert Underwood was received and that the details were discussed in Executive Session. She further stated that the University has a policy for equal employment opportunity and non-discrimination/non-harassment policy and that the RRP Manual states that such grievances shall be filled with the Board of Regents and that it will go through an Ad Hoc procedure. She then read a portion of the resolution. The resolution was duly seconded and the motion carried, with the aforementioned amendment.

Board of Regents Special Meeting Minutes of September 20, 2018


5.0 ADJOURNMENT

Regent Chiang moved that the meeting be adjourned, which was duly seconded and passed. Chairperson Gayle adjourned the meeting at 5:56 p.m., Chamorro Standard Time.



Elvin Chiang, Acting Chairperson

ATTESTED:



Thomas W. Krise, Ph.D., Executive Secretary

New Business will be introduced at this time.

Acting Chairperson Elvin Chiang will call for nominations for the position of Chairperson.
A vote will then be held.

Chairperson Regent Chris Felix will give his report.

President Krise will give his report.

Reports will be given for each of the standing committees.

AP&T Acting Chairperson Regent Jerold Filush will give his report at this time.



**UNIVERSITY OF GUAM
UNIBETSEDÂT GUÅHAN
Board of Regents**

Resolution No. 18-34

**RELATIVE TO ADOPTING A NEW SALARY SCALE FOR ADMINISTRATORS
BASED ON THE 2009 SURVEY OF COLLEGES AND UNIVERSITIES BY THE
COLLEGE AND UNIVERSITY PROFESSIONAL ASSOCIATION (CUPA)**

WHEREAS, the University of Guam (UOG) is the primary U.S. Land Grant institution accredited by the Western Association of Schools and Colleges (WASC) Senior College and University Commission (WSCUC) serving the post-secondary needs of the people of Guam and the Western Pacific region;

WHEREAS, the Board of Regents (BOR) retains authority over Academic Personnel of the University including establishing personnel rules and regulations guiding selection, employment, salary and other compensation;

WHEREAS, the BOR has adopted the 2009 CUPA salary survey for institutions of higher education for purposes of adopting a salary scale for Faculty;

WHEREAS, the Administrators of UOG remain on a salary scale based on the 2002/2003 CUPA survey;

WHEREAS, UOG has been unable to attract qualified candidates based on the 2002/2003 CUPA survey and has had to utilize the 2009 scale for recent positions;

WHEREAS, UOG now desires to move all Administrators to the 2009 CUPA survey salary scale to bring them into parity with recent Administrator hires as well as with Faculty;

WHEREAS, UOG has estimated that the cost of moving all Administrators to the 2009 CUPA survey is approximately \$750,000 or about 17% of the payroll for Administrators;

WHEREAS, if the salaries were to be moved on an incremental basis, an adjustment of 5% of total Administrator salaries would be approximately \$225,000; and

WHEREAS, the President, together with the Academic, Personnel and Tenure (AP&T) committee and the Budget, Finance and Audit (BFA) committee, recommend that the BOR adopt the 2009 CUPA survey for all Administrator positions.

NOW, THEREFORE, BE IT RESOLVED, that the BOR adopts the attached pay scale for Administrators which is based on the 2009 CUPA survey;

BE IT FURTHER RESOLVED, that the President is authorized to finalize the schedule as research into several positions have been completed;

BE IT FURTHER RESOLVED, that the President is authorized to develop a plan (i.e. over a three to five year period) for implementing the salary scale when funds are available and when the current prohibition on changes in pay is lifted or otherwise terminated; and

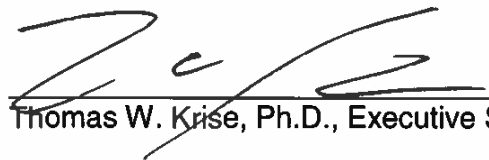
BE IT FURTHER RESOLVED, the President and the BOR will meet annually to review the increase in non-appropriated revenue to determine if revenue increases from revenue diversification activities has been sufficient to allow for the continued implementation of the salary scale.

Adopted this 15th day of November, 2018.



Christopher K. Felix, Chairperson

ATTESTED:



Thomas W. Krise, Ph.D., Executive Secretary

BOR Regular Meeting of November 15, 2018- For Reporting Purposes - Reports from Standing Committees

Administrator's Salary Scale - November 2018
 Approved by Board of Regents Resolution No. 18-34

POSITION TITLE	Quartile 1 80%-90% Range		Quartile 2 90%-100% Range		Quartile 3 100%-110% Range		Quartile 4 110%-120% Range	
Office of the President								
President	Salary Negotiated							
Legal Counsel	\$ 122,400	\$ 137,700	\$ 137,700	\$ 153,000	\$ 153,000	\$ 168,300	\$ 168,300	\$ 183,600
Director, Integrated Marketing Communications	\$ 87,860	\$ 76,343	\$ 76,343	\$ 84,825	\$ 84,825	\$ 93,308	\$ 93,308	\$ 101,790
Executive Assistant to the President	\$ 62,240	\$ 92,520	\$ 92,520	\$ 102,800	\$ 102,800	\$ 113,080	\$ 113,080	\$ 123,360
Director, Planning and Assessment (Director, Chief Planning Officer)	\$ 90,116	\$ 101,380	\$ 101,380	\$ 112,645	\$ 112,645	\$ 123,909	\$ 123,910	\$ 135,174
International Program Development (Coordinator, Director)	\$ 58,049	\$ 65,305	\$ 65,305	\$ 72,561	\$ 72,561	\$ 79,817	\$ 79,817	\$ 87,073
Web Master	\$ 57,926	\$ 65,167	\$ 65,167	\$ 72,408	\$ 72,408	\$ 79,649	\$ 79,649	\$ 86,890
Director, Development and Alumni Affairs	\$ 61,248	\$ 68,904	\$ 68,904	\$ 76,560	\$ 76,560	\$ 84,216	\$ 84,216	\$ 91,872
Office of Academic and Student Affairs								
Senior Vice President, Academic and Student Affairs	Salary Negotiated							
Assistant Vice President of Academic Excellence / Director of Graduate Studies	\$ 98,941	\$ 111,308	\$ 111,308	\$ 123,676	\$ 123,676	\$ 136,044	\$ 136,044	\$ 148,411
Assistant Vice President of Institutional Effectiveness	\$ 98,941	\$ 111,308	\$ 111,308	\$ 123,676	\$ 123,676	\$ 136,044	\$ 136,044	\$ 148,411
Dean, School of Engineering	\$ 124,794	\$ 140,393	\$ 140,393	\$ 155,993	\$ 155,993	\$ 171,592	\$ 171,592	\$ 187,192
Dean, College of Liberal Studies and Social Sciences	\$ 109,102	\$ 122,739	\$ 122,739	\$ 136,377	\$ 136,377	\$ 150,015	\$ 150,015	\$ 163,652
Dean, University Libraries	\$ 104,190	\$ 117,213	\$ 117,213	\$ 130,237	\$ 130,237	\$ 143,261	\$ 143,261	\$ 156,284
Dean, College of Natural and Applied Sciences	\$ 132,106	\$ 148,619	\$ 148,619	\$ 165,132	\$ 165,132	\$ 181,645	\$ 181,645	\$ 198,158
Dean, School of Education	\$ 108,669	\$ 122,252	\$ 122,252	\$ 135,836	\$ 135,836	\$ 149,420	\$ 149,420	\$ 163,003
Dean, School of Business and Public Administration	\$ 119,727	\$ 134,693	\$ 134,693	\$ 149,659	\$ 149,659	\$ 164,625	\$ 164,625	\$ 179,591
Dean, School of Nursing and Health Sciences	\$ 115,244	\$ 129,650	\$ 129,650	\$ 144,055	\$ 144,055	\$ 158,461	\$ 158,461	\$ 172,866
Associate Director, Western Pacific Tropical Research Center	\$ 107,744	\$ 121,212	\$ 121,212	\$ 134,680	\$ 134,680	\$ 148,148	\$ 148,148	\$ 161,616
Associate Director, Cooperative Extension Service	\$ 107,744	\$ 121,212	\$ 121,212	\$ 134,680	\$ 134,680	\$ 148,148	\$ 148,148	\$ 161,616
Dean, Enrollment Management and Student Success	\$ 100,000	\$ 112,500	\$ 112,500	\$ 125,000	\$ 125,000	\$ 137,500	\$ 137,500	\$ 150,000
Associate Dean, EMSS and Registrar	\$ 75,767	\$ 85,238	\$ 85,238	\$ 94,709	\$ 94,709	\$ 104,180	\$ 104,180	\$ 113,651
Associate/Assistant Deans, CLASS	\$ 82,763	\$ 93,109	\$ 93,109	\$ 103,454	\$ 103,454	\$ 113,799	\$ 113,799	\$ 124,145
Associate/Assistant Deans, CNAS	\$ 107,744	\$ 121,212	\$ 121,212	\$ 134,680	\$ 134,680	\$ 148,148	\$ 148,148	\$ 161,616
Grants Officer	\$ 64,000	\$ 72,000	\$ 72,000	\$ 80,000	\$ 80,000	\$ 88,000	\$ 88,000	\$ 96,000
Director/Coordinator:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Research and Sponsored Programs (2009 CUPA)	\$ 97,182	\$ 109,239	\$ 109,239	\$ 121,477	\$ 121,477	\$ 133,625	\$ 133,625	\$ 145,772
Center for Excellence in Developmental Disabilities, Education, Research and Service	*Based on Faculty Salary and RRP, Article IV Section A1.a.(6)							
Financial Aid	\$ 67,480	\$ 75,915	\$ 75,915	\$ 84,350	\$ 84,350	\$ 92,785	\$ 92,785	\$ 101,220
Residence Halls	\$ 56,698	\$ 63,785	\$ 63,785	\$ 70,872	\$ 70,872	\$ 77,960	\$ 77,960	\$ 85,047
Student Resource Center (one-stop center)								
Student Services / Student Life	\$ 36,528	\$ 41,094	\$ 41,094	\$ 45,660	\$ 45,660	\$ 50,226	\$ 50,226	\$ 54,792
Summer School and Off-Campus Programs	\$ 48,001	\$ 54,001	\$ 54,001	\$ 60,001	\$ 60,001	\$ 66,001	\$ 66,001	\$ 72,001
Micronesia Area Research Center (MARC)	\$ 62,929	\$ 70,795	\$ 70,795	\$ 78,661	\$ 78,661	\$ 86,527	\$ 86,527	\$ 94,393
Professional and International Programs	\$ 91,694	\$ 103,156	\$ 103,156	\$ 114,618	\$ 114,618	\$ 126,080	\$ 126,080	\$ 137,542
Associate Dir, PIP Telecommunications and Distance Education and Outreach	\$ 59,994	\$ 67,494	\$ 67,494	\$ 74,993	\$ 74,993	\$ 82,492	\$ 82,492	\$ 89,992
Associate Dir, PIP Professional Development and Lifelong Learning Center	\$ 60,630	\$ 68,208	\$ 68,208	\$ 75,787	\$ 75,787	\$ 83,366	\$ 83,366	\$ 90,944
Office of Administration and Finance								
Vice President, Administration and Finance	Salary Negotiated							
Chief Information Officer	\$ 99,184	\$ 111,582	\$ 111,582	\$ 123,980	\$ 123,980	\$ 136,378	\$ 136,378	\$ 148,776
Director, Computer Center/Technology Resources	\$ 64,700	\$ 72,788	\$ 72,788	\$ 80,875	\$ 80,875	\$ 88,963	\$ 88,963	\$ 97,050
Sr. IT Manager, Infrastructure Services and Information Security	\$ 73,520	\$ 82,710	\$ 82,710	\$ 91,900	\$ 91,900	\$ 101,090	\$ 101,090	\$ 110,280
Associate Budget and Administrative Process Officer	\$ 66,572	\$ 74,894	\$ 74,894	\$ 83,215	\$ 83,215	\$ 91,537	\$ 91,537	\$ 99,858
Chief Human Resources Officer	\$ 83,200	\$ 93,600	\$ 93,600	\$ 104,000	\$ 104,000	\$ 114,400	\$ 114,400	\$ 124,800
Director, EEO and Title IX/ADA Coordinator	\$ 72,015	\$ 81,017	\$ 81,017	\$ 90,019	\$ 90,019	\$ 99,021	\$ 99,021	\$ 108,023
Comptroller/Chief Financial Officer	\$ 82,072	\$ 92,331	\$ 92,331	\$ 102,590	\$ 102,590	\$ 112,849	\$ 112,849	\$ 123,108
Associate Comptroller / Bursar	\$ 60,011	\$ 67,513	\$ 67,513	\$ 75,014	\$ 75,014	\$ 82,515	\$ 82,515	\$ 90,017
Chief Plant and Facilities Officer	\$ 65,317	\$ 73,481	\$ 73,481	\$ 81,646	\$ 81,646	\$ 89,811	\$ 89,811	\$ 97,975
Director/Manager/Coordinator:								
Capital Projects	\$ 65,317	\$ 73,481	\$ 73,481	\$ 81,646	\$ 81,646	\$ 89,811	\$ 89,811	\$ 97,975
Campus Facilities	\$ 50,984	\$ 57,357	\$ 57,357	\$ 63,730	\$ 63,730	\$ 70,103	\$ 70,103	\$ 76,476
Campus Construction Projects	\$ 50,923	\$ 57,289	\$ 57,289	\$ 63,654	\$ 63,654	\$ 70,019	\$ 70,019	\$ 76,385
Bookstore and Auxiliary Services	\$ 58,464	\$ 65,772	\$ 65,772	\$ 73,080	\$ 73,080	\$ 80,388	\$ 80,388	\$ 87,696
Athletic Director	\$ 62,351	\$ 70,145	\$ 70,145	\$ 77,939	\$ 77,939	\$ 85,733	\$ 85,733	\$ 93,527
Internal Auditor	\$ 76,287	\$ 85,823	\$ 85,823	\$ 95,359	\$ 95,359	\$ 104,895	\$ 104,895	\$ 114,431

* Scale is managed by UOG Human Resources Office; last updated on November 15, 2018 by BOR Resolution No. 18-34



**UNIVERSITY OF GUAM
UNIBETSEDÁT GUÅHAN
BOARD OF REGENTS**

Resolution No. 18-35

**RELATIVE TO NAMING DR. ROBERT ANACLETUS UNDERWOOD
AS PRESIDENT EMERITUS OF THE UNIVERSITY OF GUAM**

WHEREAS, Dr. Robert A. Underwood became the 10th President of the University of Guam (UOG) on May 19, 2008 and implemented numerous positive initiatives over the next decade through the end of his formal tenure on May 4, 2018, and continuing through the end of his service as Interim President on August 6, 2018;

WHEREAS, upon becoming the 10th President, Dr. Robert A. Underwood reviewed the current UOG Strategic Plan and revised its framework and guidelines over a two-year period that included refining the mission of "*Inina, Diskubre, Setbisio*" to our current mission of "*Ina, Deskubre, Setbe*", defining the four major objectives to the four Core Commitments, and shaping the three Strategic Initiatives to transform the University for the age of globalization, sustainability, and performance improvements: (1) UOG – The Natural Choice, (2) UOG Green, and (3) Leading Change;

WHEREAS, Dr. Robert A. Underwood personally facilitated and guided the UOG Good-To-Great (G2G) process, an initiative to move the University from a good institution to a great one; an undertaking which involved the entire University and engaged employees to embark on a difficult and challenging self-reflection of the institution's unique purpose, priorities, and resources; all academic and support units moved from Good to Great with a transparent plan of action and timelines for completion over the next three to five years to keep UOG relevant in a changing higher education landscape, and to re-align initiatives with recently revised accreditation standards from the re-structured Western Association of Schools and Colleges (WASC) Senior College and University Commission (WSCUC);

WHEREAS, Dr. Robert A. Underwood seamlessly transitioned into the UOG community to lead the effort to guide the University through the WASC's host of recommendations concerning autonomy, governance, assessment, student learning, finance, and compliance with standards, resulting in UOG receiving a record eight years of accreditation in 2008, then maneuvering UOG through a complex, diverse, and transparent process of transformation known as G2G, resulting in another record 8 years of accreditation in 2016;

WHEREAS, from Fall 2008 to Fall 2017, enrollment at UOG increased by 16 percent; six-year graduation rates improved by 5.5 percentage points; new and relevant undergraduate degree programs in Pre-Engineering, Agriculture & Life Sciences, and Pacific Asian Studies (Chamorro Studies), and the Master of Science in Sustainable Agriculture, Food, & Natural Resources were established; and financial assistance opportunities to attend the University and for off-island travel through student exchange programs or short-term activities were instituted to expand and improve the student experience;

WHEREAS, Dr. Robert A. Underwood played an active role to align Public Law with the University's mission to expand its autonomy while remaining accountable in areas of property management such as the adjacent cliff-line property Conservation Area (Lot 5397) and Chamorro Land Trust property adjacent to the Guam Aquaculture Development and Training Center (GADTC)(Lot 5412-R11);

WHEREAS, Dr. Robert A. Underwood has led the effort to further stabilize and diversify the University's financial resource baseline resulting in a reduction of the University's reliance on the Government of Guam funding from over 39% in 2008 to 29% in 2017 of its total revenues; and despite a constrained fiscal environment, UOG continued to meet its mission of teaching, research, and service;

WHEREAS, during his tenure as President, Dr. Robert A. Underwood has led the effort to improve financial accountability which resulted in the University being designated as a federal low-risk auditee from 2008 through 2011 and 2015 through 2017;

WHEREAS, Dr. Robert A. Underwood guided the University in managing a complex array of over 84 grants and contracts, which have increased by 16 from Fiscal Year 2008 (23.5%), and, as of the Fiscal Year 2017 audit, totaled over \$32 million dollars thereby greatly enhancing the research and service missions of the University, meeting the needs of the Guam and Micronesia, and creating numerous jobs in the region;

WHEREAS, Dr. Robert A. Underwood initiated the update of the UOG Physical Master Plan, called *Vision 2025*, that incorporated the institutional strategic and Good-To-Great initiatives into a designed framework to transform UOG into a 21st century campus, and served as the basis to prioritize the top seven projects to include the Student Success Center and Engineering Science Annex for the School of Engineering, Triton Engagement Center, Fine Arts Complex, Dorm A Building, Parking Structure C, and Cultural Repository Facility;

WHEREAS, Dr. Robert A. Underwood guided and reshaped a framework and aggressive fundraising effort for the capital improvements campaign through the UOG Endowment Foundation to support *Vision 2025* by instituting programs through a variety of different initiatives which currently totals over \$3 million as of February 28, 2018. This included initiating the annual Founder's Day Gala in 2012 as one of the primary fundraising events that raised \$60,000;

WHEREAS, Dr. Robert A. Underwood established the Presidential Lecture Series designed to bring in special speakers who can talk to unique or highly visible topics where students and the island community can dialog and grow from the experience;

WHEREAS, Dr. Robert A. Underwood, through his UOG Green strategic initiatives, conducted nine annual UOG Regional Conferences on Island Sustainability which have brought a variety of subject matter experts together to address issues and concerns regarding local, regional, and global matters in areas of responsible environmental stewardship, strong economic development, and social progress and well-being;

WHEREAS, Dr. Robert A. Underwood was duly appointed by President Barack Obama as a member of the Board of Directors of the National Board for Education Sciences for a four-year term, from November 29, 2012 to November 28, 2016;

WHEREAS, Dr. Robert A. Underwood received the Higher Education Award from the Asian & Pacific Islander American Scholarship Fund (APIASF) on November 10, 2010 for his long-standing commitment to education and efforts to increase access to education for Asian and Pacific Islander American (APIA) students. Dr. Underwood was the first Chair of the Board of Directors when it began in 2004, and APIASF is the nation's largest 501c(3) non-profit organization that provides scholarships to APIAs with financial needs;

WHEREAS, Dr. Robert A. Underwood in his continued effort to preserve the CHamoru language and heritage, and identify uniqueness for our University and its location, has changed the names of UOG's semesters from English to CHamoru, effective in 2017, where the Fall Semester is now known as the *Fanuchánan* semester (August to December) which means "a place of rain" and represents the rainy season; where the Spring Semester is now known as the *Fañomnákan* semester (January to May) which means "a place for sunshine" and represents the dry season; where the Fall Intersession is now known as *Tinalo* which means "in the middle"; and where the Summer Sessions are now known as *Finapko* which means "at the end";

WHEREAS, Dr. Robert A. Underwood played a key role in the vast expansion and development of UOG's STEM research field through acquisition of large grants such as the National Science Foundation (NSF) Experimental Program to Stimulate Competitive Research (EPSCoR) Grant in 2015 for \$6 million; NASA EPSCoR Grant from 2016 to present for \$274,647; NASA Cooperative Agreement Notice from 2017 to present for \$749,995; the establishment of the Western Pacific Coral Reef Institute with National Oceanic and Atmospheric Administration from 2010 to 2016 for \$1 million; the establishment of the Pacific Island Climate Science Center with University of Hawaii at Manoa/U.S. Geological Survey from 2012 to present for \$641,846; the establishment of the Sea Grant with NOAA from 2009 to present for \$3.1 million; and the establishment of the Cooperative Ecosystem Studies Unit (CESU) projects with the U.S. Department of the Navy from 2011 to present for \$6.3 million;

WHEREAS, Dr. Robert A. Underwood orchestrated the establishment of the Research Corporation of the University of Guam (RCUOG) by Public Law to create an efficient and effective environment to support management of an increasingly complex federal grants portfolio and millions of dollars in funding from federal agencies. RCUOG accepted its first grant in October 2014 and today provides support to the 84 different grants and contract projects equating to \$12.3 million. RCUOG processes enable scientists to focus on their research which benefits our island community and communities in the region;

WHEREAS, Dr. Robert A. Underwood ensured engagement with the Guam Open Research & Education Exchange (GOREX) initiative through the UOG Office of Information and Technology that will greatly expand UOG's technological capabilities and outreach with the Region, Asia, Australia, Hawaii, and Continental United States;

WHEREAS, Dr. Robert A. Underwood reinstated the Triton Athletics Program through the appointment of a new Athletics Director thereby increasing the opportunity to recruit more students as well as to provide athletic leadership, participation, and teamwork, and helping to develop the national federation team players' skills in the initial areas of basketball, soccer, and volleyball. The Triton Athletics Program also includes the workplace fitness program for all employees;

WHEREAS, Dr. Robert A. Underwood led and set the direction to transform and improve the operational efficiency of UOG by moving appropriate content out of the Rules, Regulations, and Procedures Manual (RRPM) and into robust stand-alone manuals in mission critical units with an eye to shared governance, appropriate oversight, and continuous review;

WHEREAS, Dr. Robert A. Underwood led efforts to increase the University's reach and visibility as Guam's and Micronesia's premier education, research, and engagement partner, and establish positive working relationships with the Faculty Senate, the Faculty Union, the Student Government Association, the Board of Directors of the UOG Endowment Foundation, and the Board of Regents (BOR); and

WHEREAS, the Academic, Personnel and Tenure (AP&T) Committee has reviewed and recommends that Dr. Robert A. Underwood be granted the title of President Emeritus of UOG, for BOR approval.

NOW, THEREFORE, BE IT RESOLVED, that the BOR of UOG, the administration, faculty, staff, and students, convey to Dr. Robert Anacletus Underwood their heartfelt gratitude for his significant achievements, exemplary service, and devotion to the growth and prosperity of our University, the people of Guam and all of Micronesia, and for his service as the 10th and longest-serving President;

BE IT FURTHER RESOLVED, the BOR grants to and bestows upon Dr. Robert Anacletus Underwood the title of President Emeritus of UOG; and


BE IT FURTHER RESOLVED, that copies of this resolution be sent to Dr. Robert Anacletus Underwood and his family, to the Society of Emeritus Professors and Retired Scholars, to the 11th President of UOG, to the Governor of Guam, and to the Speaker and members of the thirty-fourth (34th) Guam Legislature.

Adopted this 15th Day of November 2018.



Christopher K. Felix, Chairperson

ATTESTED:



Thomas W. Krise, Ph.D., Executive Secretary



**UNIVERSITY OF GUAM
UNIBETSEDÅT GUÅHAN
Board of Regents**

Resolution No. 18-36

**RELATIVE TO APPROVING THE NEGOTIATED AGREEMENT BY AND BETWEEN THE
BOARD OF REGENTS OF THE UNIVERSITY OF GUAM AND THE UOG FACULTY UNION,
AMERICAN FEDERATION OF TEACHERS, LOCAL 6282
DECEMBER 1, 2018 – APRIL 30, 2023**

WHEREAS, the University of Guam (UOG) is the primary U.S. Land Grant institution accredited by the Western Association of Schools and Colleges (WASC) Senior College and University Commission (WSCUC) serving the post-secondary needs of the people of Guam and the region;

WHEREAS, the governance of UOG is vested in the Board of Regents (BOR) which has the responsibility for the policies governing administration of academic personnel at the University;

WHEREAS, the Negotiated Agreement by and between the BOR of UOG and the UOG Faculty Union, American Federation of Teachers (AFT) Local 6282, expired in March 2018;

WHEREAS, the UOG President and the Faculty Union President extended the expiration date of the current Negotiated Agreement in accordance with their authorities in Article XIV and Article XII, through Memorandum of Agreement (MOU) 01-2018 to September 15, 2018, and further extended the Agreement through MOU 03-2018 to November 30, 2018, to allow time for additional and adequate discussions of the new Agreement and for ratification votes by the Union and the BOR;

WHEREAS, a Tentative Agreement was negotiated by four representatives of the administration, on behalf of the BOR for UOG, and four representatives of the UOG Faculty Union, AFT Local 6282, for a new five-year Agreement;

WHEREAS, the Tentative Agreement was ratified by the Faculty, via the UOG Faculty Union, AFT, Local 6282, on October 11, 2018; and

WHEREAS, the President and the BOR Academic, Personnel, and Tenure (AP&T) Committee, recommend to the BOR for approval, the revision attached hereto.


NOW, THEREFORE BE IT RESOLVED, that the BOR hereby approves the Negotiated Agreement by and between the Board of Regents of the University of Guam and the UOG Faculty Union, American Federation of Teachers, Local 6282, to take effect 12:00 a.m. on December 1, 2018, and shall remain in effect until 11:59 p.m. on April 30, 2023.

Adopted this 15th day of November, 2018.



Christopher K. Felix, Chairperson

ATTESTED:



Thomas W. Krise, Ph.D., Executive Secretary

NEGOTIATED AGREEMENT

**BY AND BETWEEN
THE BOARD OF REGENTS
OF THE
UNIVERSITY OF GUAM**



**UNIVERSITY OF GUAM
UNIBETSEDAT GUAHAN**

**AND THE
UOG FACULTY UNION,
AMERICAN FEDERATION OF TEACHERS,
LOCAL 6282**



A Union of Professionals

December 1, 2018 – April 30, 2023

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ARTICLE I

PREAMBLE

The Board of Regents of the University of Guam, hereinafter referred to as the “Board”, and the University of Guam Faculty Union, Local 6282 of the American Federation of Teachers, hereinafter referred to as the “Union”, and the University President, hereinafter referred to as the “President”, recognize that the fulfillment of the mission and purposes of the University of Guam requires a mutual understanding and definition of the relationships between the Board and the Administration on the one hand and the Faculty on the other hand. Attainment of these objectives is a mutual responsibility and requires collegial participation in the consideration of matters of mutual concern.

The Board and the Union further recognize that the attainment of these objectives requires cooperation among the Board, the Administration, and the Faculty. To this end, the free and open exchange of views is necessary with all parties participating. The Union and the Board are committed to the principle of shared governance. To ensure an independent Faculty voice, representatives of the Faculty shall be selected by the Faculty according to procedures determined by the Faculty.

In the exercise of its rights and responsibilities, the Board shall consult with the Union, in the spirit of collegiality and good faith, in the determination of appropriate conditions of employment for Faculty members.

The Board and the Union recognize that there are many issues that are of mutual concern to labor and management and that can best be addressed through cooperative action. It is the Board’s and Union’s position that the majority of University Faculty and Administrators are committed to this process.

Committed efforts shall be made by the Board and the Union to preserve the integrity and intent of this *Agreement*.

ARTICLE II

RECOGNITION

A. BOARD RECOGNITION OF THE UNION AS SOLE BARGAINING AGENT

The Board hereby recognizes the Union as the exclusive and sole negotiation agent for the bargaining unit composed of the non-supervisory, full-time employees (hereinafter referred to as “Faculty”) in the following classes of positions at the University of Guam:

- Assistant Instructor
- Instructor
- Assistant Professor
- Associate Professor
- Professor
- Extension Agents I, II, III, IV
- Extension Specialist

B. UNION RECOGNITION OF THE BOARD’S PREROGATIVES

The Union recognizes that the operations and administration of the University shall be fully vested in its Board of Regents and the President, as the executive agent of the Board and the Chief Executive Officer of the University, and their duly designated representatives.

The Board retains the right and responsibility for the operations and administration of the University, through their duly designated Administrators, in accordance with all applicable laws and University policies, rules, regulations, guidelines, practices, and provisions of this *Agreement*. For example, the Administration has the regulated authority to hire, assign, transfer, suspend, promote, evaluate, discipline, lay off, or discharge Faculty members.

C. RECOGNITION OF THE FACULTY SENATE

Without waiving any Union rights as the sole bargaining agent, the Union and the Board of Regents recognize the desirability of a democratic governance system for Faculty in areas of academic concern. Such a governance system is implemented through a democratically elected and representative Faculty Senate.

D. RECOGNITION OF FACULTY PROFESSIONALISM

The University of Guam recognizes that faculty are professionals dedicated to advancing knowledge. Faculty excellence in instruction, research, extension, library, and service is fostered not simply by the number of hours of effort, but also by a level of dedication, commitment, and productivity.

ARTICLE III

UNION RIGHTS CLAUSE

A. UNION ACCESS TO UNIVERSITY PREMISES

Duly certified representatives of the Union shall be permitted on University premises at all reasonable hours for the purpose of conducting official Union business such as assisting in the resolution of Faculty complaints and grievances, and the maintenance and monitoring of this *Agreement*.

B. UNION USE OF UNIVERSITY FACILITIES

The Union may use the University's facilities and equipment, upon request, subject to the University's policies and procedures.

C. UNION USE OF UNIVERSITY COMMUNICATION SERVICES

The Union shall be permitted to use the University's communication services for the purposes of intracampus distribution, subject to the University's policies and procedures.

D. UNION USE OF BULLETIN BOARDS AT THE UNIVERSITY

The Union may post bulletins and notices pertaining to official Union business on official bulletin boards. All such postings shall be made over the signature of a certified Union representative and shall be coordinated with the individual responsible for the bulletin board.

E. UNION ACCESS TO INFORMATION FROM THE BOARD

Upon written request, the Board shall provide the Union with information necessary for the Union to adequately represent the bargaining unit, provided the information is available and is not confidential.

F. WORK LOAD OF THE FACULTY UNION PRESIDENT

1. The position of Faculty Union President shall be a 12-month faculty appointment. Faculty holding this position will retain all rights and responsibilities as a faculty member throughout the 12-month academic calendar. This faculty member will report to, and be evaluated by, her or his respective Dean/Director for the 12-month annual CFES Plan of Work.
2. To compensate the faculty member for service as Union President, she or he shall receive a one-quarter (0.25) FTE load allocation each semester and intersession, to conduct Union business related to the implementation of this *Agreement*.

G. DISTRIBUTION OF THE *AGREEMENT*

Upon ratification by the Board and the Union, this *Agreement* shall be distributed to all affected persons. An original signed copy of this *Agreement* will be maintained by the Faculty Union and the Office of Senior Vice President.

H. NONDISCRIMINATION AGAINST UNION OFFICERS OR MEMBERS

1. Neither the Board nor the Administration shall discriminate against, or discipline, any officer of the Union Executive Board for legitimate activities undertaken while performing his or her duty of fair representation.
2. Neither the Board nor the Administration shall discriminate against any Faculty member with respect to hours, wages, or terms and conditions of employment by reason of his or her membership in the Union.

I. MONTHLY MEETING BETWEEN THE UNIVERSITY PRESIDENT AND THE UNION PRESIDENT

The President of the University and the Union President shall schedule a conference at least once each month. Other participants may be invited by mutual agreement.

J. CONSULTATION

1. The Faculty Union shall have the right to present its views to the Board and the Board's representatives on matters of concern. It shall also have the right to hold consultations and discussions with the Administration about personnel policies, practices, and other matters affecting the specific working conditions of bargaining unit members as enumerated in this *Agreement*.
2. The Faculty Union President may attend all regular and special Board meetings (excluding executive sessions). He or she may speak on each issue as it is discussed.
3. The Executive Secretary of the Board of Regents shall provide the Faculty Union President with notices, agenda, and minutes of all regular, special, and sub-committee meetings of the Board; and copies of all proposed actions and official non-confidential correspondence related to wages, hours, and working conditions. All such documents shall be given to the Union President when they are given to the Board members.
4. The President shall be responsible for ensuring and providing the Faculty Union the opportunity for consultation period of thirty (30) business days, regarding policies and procedures related to personnel policies, practices and any other matter affecting the specific working conditions of bargaining unit members prior to approval or submission to the Board.

ARTICLE IV

FACULTY RIGHTS AND RESPONSIBILITIES

A. FACULTY RIGHTS

The Board of Regents and the Union agree that the Board and the Administration shall accord just and equitable treatment to all Faculty members in the exercise of their professional rights, privileges, and responsibilities. The two parties further agree that the Board and the Administration shall not deprive any Faculty member of their rights and privileges within the University without due process. Faculty members shall exercise these rights, privileges, and responsibilities in a professional manner as members of the University community and with due regard for the attendant rights of all others.

The Board of Regents and the Union agree that the following are rights the Board and the Administration shall accord to all Faculty members:

1. Academic freedom rights, which include:
 - a. the right to introduce controversial topics into the classroom as long as these topics are related to the subject under study;
 - b. the right to pursue research and to publish research findings as part of one's academic duties, and to conduct their research honestly and report their findings accurately; and
 - c. the right to express their views (orally or in writing) on controversial matters within as well as beyond their areas of special expertise without being subject to censorship or disciplinary action by the Administration.
2. Freedom of speech and expression;
3. Freedom to communicate with members of the Board, with any member of the University Administration, with officials of the Government of Guam and the Legislature, with members of accrediting bodies, and with the media without being subject to censorship or disciplinary action by the Administration.

It is understood that unless authorized to serve as such, Faculty members are not the official spokespersons for the University, and Faculty members have the duty to make it clear if and when they do not speak for the University;

4. Freedom of association;
5. Freedom from any discrimination that violates the University's statement of nondiscrimination and affirmative action;

6. The right to privacy, safety, and security of their possessions while on University premises. Faculty members, however, are responsible for securing their personal property with due diligence. This right to security does not abridge the Administration's right to access all offices for safety and security reasons.

B. DUE PROCESS AND JUST CAUSE IN DISCIPLINARY ACTIONS

If the Administration takes any action against a Faculty member that could result in discipline up to and including dismissal, or result in the loss of Faculty rights granted and specifically stated in this *Agreement*, University policy, or both, such action shall comply with the provisions of due process and such action shall be for just cause.

C. OFFICIAL PERSONNEL FILES

Files on Faculty maintained by the Administration are governed by the following rules:

1. Number and location

The Administration may keep any number of files in various locations on Faculty members, but the Administration shall maintain only one (1) Official Personnel File for each Faculty member. The Official Personnel File shall be located in the Human Resources Office. The Official Personnel File shall contain all documents (including official BOR-approved student evaluations) and other information that relate to the work performance of, or may affect the employment status of, the Faculty member. Only documents in the Official Personnel File, materials supplied by the Faculty member, or materials requested by an Administrator or the Promotion and Tenure Committee during the course of an evaluation conducted under Article V of this *Agreement*, shall be used in evaluating the Faculty member regarding his or her work performance or employment status.

All files maintained on Faculty by Administration are subject to the Privacy Act of 1972.

2. Contents of the Official Personnel File

The Faculty member shall have the right to have full knowledge of the Official Personnel File's contents, and the file may be comprised of anything that documents or supports performance or employment status. Such documentation could include, but would not be limited to, personnel actions, commendations, and copies of official Board-approved student evaluations. Each Faculty member has the right to review the contents of his or her Official Personnel File in the Human Resources Office upon request during normal business hours.

3. Persons authorized to place material in, have access to, and copy contents of Official Personnel Files

Only the Faculty member or the Administration may have documentation placed in the Official Personnel File. Other than documents generated on a routine basis, all documents placed in the File shall include a written notation identifying who had the document placed in the File. Only an authorized official, the Faculty member, or a person authorized by the Faculty member, may inspect and read the contents of the Official Personnel File.

If the Faculty member requests a copy of any document(s) in the Official Personnel File, the Administration shall, absent extraordinary circumstances, provide the requested copies within five (5) business days of the Faculty member's request. The Faculty member shall pay for the copies at the current duplication costs per page.

4. Notification of placement of materials in the Official Personnel File

Faculty members must be notified, in writing, or by receiving a copy of, any document placed in their Official Personnel File at the time such document is placed in the file.

5. Anonymous documents and the Official Personnel File

With the exception of Board-approved student evaluations, no anonymous document shall be placed in a Faculty member's Official Personnel File. If any Administrator receives an anonymous document about a Faculty member, the Administrator shall immediately destroy the document.

6. Unsolicited signed documents

No unsolicited signed documents (including e-mail messages) received by an Administrator, directly relating to a Faculty member's work performance or employment status, shall be placed in the Faculty member's Official Personnel File until the following occur:

- a. the Faculty member receives a copy of the unsolicited document; and
- b. there is a ten (10) business-day period during which the Administrator will substantiate authorship of the document; and

- c. communication occurs (at the option of the Faculty member) between the Administrator and the Faculty member about the contents of the document within ten (10) business days from when the Faculty member received notification of receipt of the document from the Administrator(s).

If the author of the document in question is a fellow Faculty member, the Dean/Director(s), after meeting with the author, may, at the discretion of the Administrator(s), also place a copy of the document in the author's Official Personnel File or return the document to the author.

7. Faculty comments and removal of documents from the Official Personnel File

Faculty members have the right to insert comments concerning any document in their Official Personnel File, and such documents shall be attached to the document of concern. Documents may only be permanently removed from an Official Personnel File by mutual written agreement between the Faculty member and the Dean/Director.

D. FACULTY INPUT

Article I of this *Agreement* contains principles that require input from the Faculty. Such input can come from the Faculty as a whole at the University-wide level, or the College/School/Research center level/Other Assigned Area, or the Division level. Whenever Faculty input is required, it will only come through the appropriate elected representatives.

Individual Faculty may provide input to the Administration, but the individual Faculty member speaks only for himself or herself.

E. THE FACULTY ELECTION COMMISSION

The Faculty Election Commission is the body responsible for conducting the election of Faculty representatives as required by this *Agreement* and the University of Guam *Rules, Regulations and Procedures Manual (RR&PM)* and will be responsible for:

1. Scheduling and announcing elections;
2. Certifying the eligibility of candidates;
3. Certifying the eligibility of voters;
4. Publishing the list of eligible voters;
5. Conducting the balloting;
6. Certifying and publishing election results; and

7. Arbitrating protests concerning any step of the election process

A grievance cannot be filed based on any Faculty Election Commission decision.

The Faculty Election Commission shall create and distribute election procedures and rules to be followed in conducting Faculty Elections.

The Faculty Election Commission shall consist of six (6) at-large full-time Faculty members. Members shall be elected in the Fañomnakan semester by the full-time Faculty. Faculty Election Commission members will be elected for staggered two-year terms. Every Fañomnakan semester, one-half of the members shall be up for election. Their terms shall begin the first day of the following Fanuchanan semester. At the beginning of the Fanuchanan semester, the Commission members shall choose one of their members to be Chair for that Academic Year.

For Faculty elections, the Office of the Senior Vice President for Academic and Student Affairs (Senior Vice President) will give appropriate clerical assistance and support to the Faculty Election Commission. Also, at the start of each semester, the Human Resources Office will provide the Commission with an updated list of full-time Faculty. Beyond that, there shall be no other involvement of the Administration in the Faculty election process. A grievance cannot be filed against the Office of the Senior Vice President or the Human Resources Office for failure to comply with these provisions.

The Faculty Election Commission deals only with University required elections and has no involvement with the Faculty Union electing its officers or any other intra-union election.

F. ELECTION AND DUTIES OF DIVISION CHAIRS IN COLLEGES AND SCHOOLS

1. Eligibility and election

All Colleges and Schools shall be divided into Divisions. Divisions shall have a Chair who is elected by a majority vote of the full-time Faculty members of the Division. All Chairs must be full-time Faculty members of the Division, with the ability to complete their two-year term.

2. Term of office

The Division Chair's term of office shall be two (2) years, with the possibility of running for consecutive terms.

3. Acting Chair

At no time shall the office of Division Chair remain vacant.

When a Division Chair is unavailable to fulfill his or her duties for a short-term period of up to four (4) weeks, he or she shall designate another tenured or tenure-track Faculty member as acting Division Chair subject to the Dean's approval of the leave. The acting Division Chair need not be a member of the same Division. When a Division Chair is unable to fulfill his or her duties for four weeks or more, then the position is declared to be an unforeseen vacancy.

4. Unforeseen vacancy

In case of an unforeseen vacancy, the senior Faculty member of the Division (based first on rank, and then time in rank at UOG) shall assume the duties of Division Chair. A new Division Chair shall be elected within fifteen (15) business days, and shall serve the remainder of the uncompleted term.

5. Role, compensation, and duties

The Division Chair provides leadership to the Faculty in the Division for the improvement of academic advisement, instruction, assessment, research, and other CFES endeavors. The Chair's primary duty is to serve as the elected leader and representative of the Division Faculty. In carrying out all of their duties, Chairs are accountable to their Dean.

Division Chairs shall be compensated with a 0.25 FTE load allocation and \$4,000 per semester during their term of service. Additional load allocations for the work of Division Chair may be negotiated with the Dean.

The Division Chair has no authority to make final decisions regarding hiring, assigning, transferring, suspending, promoting, evaluating, or disciplining any Faculty member of the Division.

The duties of the Chair shall be as follows:

- a. Hold direct meetings of the Division at least once a month during the Academic Year. The regular schedule for these meetings shall be set at the beginning of each semester. The schedule shall be set so as to allow all Faculty members to attend during business days. A tentative agenda for each meeting shall be distributed at least two (2) business days prior to each meeting. Copies of the minutes shall be provided to Division Faculty and the Dean.

The latest edition of *Roberts Rules of Order* shall be used at Division meetings as the Parliamentary procedure.

- b. Represent the ideas, needs, and recommendations of the Division to the Dean, and for conveying information and requirements from the Dean to the members of the Division, on a continuous basis.
- c. Represent the Division on the College's Academic Affairs Committee and be responsible for informing the Division membership of all actions of the Academic Affairs Committee relevant to that Division on a continuous basis.
- d. Coordinate preparation of the Division class schedule with the Faculty and each individual Division member's load assignments that are consistent with the scheduling criteria of the College/School and the University, conferring with Faculty in each program about their respective schedules. Submit these documents as recommendations to the Dean on or before the dates established by the coordinated College/School and University schedules.
- e. Confer with the Division members regarding overloads and hiring of part- time Faculty. He or she shall then provide the Dean with the Division's recommendations at the appropriate or scheduled times.
- f. Monitor the ordering and receipt of textbooks with the Division staff, after receiving Division member's requests, for all classes offered by full or part-time Faculty of the Division, on or before the date established by the Academic/Administrative Calendar.
- g. Convey recommendations to the Academic Affairs Committee regarding curriculum changes or modifications requested by the Division. Review for accuracy the drafts of Division programs in the University Undergraduate Catalog and (if applicable) in the Graduate Bulletin, and assist as needed in periodic reviews of the on-line catalog.
- h. Monitor preparation of Program Reviews within the Division.
- i. Facilitate the activities of the Division with respect to priorities, deadlines, and available resources.
- j. Facilitate resolution of Faculty/student disputes in accordance with the *Student Handbook*.
- k. Coordinate mentoring of new Faculty within the Division.
- l. Fulfill such other assignments as the Dean may require to carry out the statutory mission of the University.

6. Removal from office for inadequate performance of duties

There are two mechanisms that may be used to remove a Chair from his or her elected position:

- a. at any time during the Chair's term, a recall vote of two-thirds (2/3) of the Division's full-time Faculty members shall remove a Chair.
- b. after the Chair has served at least three (3) months, the Dean has the authority to remove the Chair following consultation with the Division. The Chair shall have the opportunity to be heard by the Dean/Director before a final decision is made.

The Chair who is removed from office is ineligible to be reelected for the remainder of the uncompleted term.

G. ORGANIZATION AND FACULTY REPRESENTATION IN AREAS OUTSIDE THE COLLEGES AND SCHOOLS WHERE FACULTY ARE ASSIGNED

Faculty in each of these areas shall develop a schedule for monthly meetings and the means for providing input to the Administration along the parameters listed above in Section F. The latest edition of *Roberts Rules of Order* shall be used at their Faculty meetings as the Parliamentary procedure.

H. COURSE REQUIREMENTS AND CONDUCTING CLASSES

Before the end of the first full week of classes, Faculty shall provide a course syllabus to the students and the Dean/Director that communicates University and instructor course requirements and any other information the instructor deems appropriate to the conduct of the course. The Faculty shall incorporate the SVP's current syllabus template.

Faculty are expected to abide by the contact hour requirements of the course schedule, and to complete and submit Leave and Variance Forms.

I. STUDENT GRADES

Faculty members shall have the right to determine the individual grades of students in their classes, in accordance with University grading policies, subject to a student's right to grieve a grade in accordance with University policy. Faculty members shall assess students in an ethical and responsible manner, shall maintain appropriate records, and shall ensure that each student in their classes is aware of both the criteria for grades and the process by which grades will be determined. All faculty members shall adhere to the FERPA requirements and law.

J. STUDENT EVALUATIONS

Two weeks prior to the end of a semester or one week prior to the end of an intersession term, the administration shall announce on the University website the opportunity for

students to evaluate courses for which they were enrolled during that semester or intersession. The evaluation period will close on the last day of the last week of classes as specified by the University's Academic Calendar. The faculty will encourage, support and facilitate student evaluations, in recognition of the importance of student feedback.

K. FINAL EXAMS AND SUBMISSION OF FINAL GRADES

The Administration shall set the schedule for final exams and Faculty members shall adhere to this schedule by meeting with the students at the established time.

For graduating seniors, Faculty members shall have two (2) business days after the completion of the last scheduled day of final exams to submit final grades. For all other students, Faculty members shall have three (3) business days after the completion of the last scheduled day of final exams to submit final grades.

L. DUTY DAYS

For nine-month Faculty, duty days are all business days between the first and last day of the semester as defined by the Academic Calendar.

M. FACULTY APPLICATION TO ANY VACANT ACADEMIC POSITION

Faculty members may apply for any vacant academic position at the University of Guam, under University guidelines, without any detriment to their present position.

N. ADDITIONAL COMPENSATED EMPLOYMENT

Faculty may engage in additional compensated employment, either internal or external to the University of Guam, and outside of duties indicated in the Annual CFES Plan of Work. In principle, the University shall support (i.e., make no internal rule disallowing) faculty receiving, as a minimum, their base pay rate, calculated hourly or as a percentage of FTE, for additional compensated activities. Rate of compensation, however, will be subject to funding-source rules for such compensation. Such employment shall be subject to the following guidelines:

1. The additional compensated employment shall be neither so extensive nor so demanding as to interfere with the Faculty member's full-time performance of his or her primary duties to the University.
2. Before undertaking additional compensated employment, or annually if it is ongoing, Faculty members shall notify the Dean/Director. The Faculty member shall submit details of the extent of the employment in their annual CFES Plan of Work and Faculty workload form, and amend these documents as outside compensated employment commitments change.

If at any time the Dean/Director considers that the additional employment interferes with the performance of the official duties, or determines that there is a conflict of commitment or conflict of interest for the Faculty member, the Faculty member and

the Dean/Director shall meet to discuss the matter. They will work toward resolution and discuss either reducing or ceasing the additional employment. Absent mutual agreement on a satisfactory resolution, the Dean/Director shall make the final decision.

3. No Faculty member shall use, or allow to be used, any University facilities, supplies, or equipment for anything other than University-approved duties and activities.

4. Thesis Committee Chair compensation

Faculty serving as Thesis Committee Chair shall be paid at least 65% of the tuition for each thesis credit the student registers for. To receive compensation for graduate students enrolled in the one-credit continuing thesis, the Thesis Committee Chair will provide a progress report to the Dean.

5. Graduate Program Chair compensation

Faculty serving as a Graduate Program Chair may receive compensation at the discretion of the Dean.

o. OTHER EXPECTATIONS OF FACULTY

The faculty are expected to:

1. Attend meetings, such as Faculty Assembly and Convocation, Division and committee meetings, Faculty Development Day, and Commencements.
2. Provide annual reports on Learning Outcome assessments (Student, Program, and Institutional Learning Outcomes).
3. Be collegial. The faculty member promotes a climate in which the exercise of professional judgment is encouraged. The faculty member recognizes that academic freedom brings with it academic responsibility.

ARTICLE V

FACULTY EVALUATIONS

A. RIGHT TO EVALUATION AND REVIEW BY PEERS AND ADMINISTRATORS

Faculty members have a right and obligation to be evaluated and reviewed by their peers. Faculty also have a right and obligation to be evaluated and reviewed by their Dean/Director in accordance with the annual Comprehensive Faculty Evaluation System (CFES) Plan of Work.

The Deans/Directors shall call for Faculty to submit CFES plans for the coming year and reports for the previous year. Deans/Directors shall choose an appropriate time for the start of the call period no later than twenty (20) business days before the date the increment is due to begin. The call period shall end twenty (20) business days after the date the increment was due to begin. The Dean's/Director's office must provide documented confirmation to the Faculty member of receipt of CFES materials. If the Faculty member submits these materials within the call period, and the evaluation is positive, the applicable increment shall become effective at the start of the semester appropriate to the initial hire date of the Faculty member, or on the anniversary date of initial hire for twelve-month Faculty.

If the Faculty member fails to submit the corroborative materials required for his or her CFES review within the call period, the Faculty shall receive a negative CFES evaluation and any applicable increment shall be forfeited.

If the Dean/Director fails to submit the completed forms to the Human Resources Office (HRO) within forty-five (45) business days of the date the applicable increment was due to begin, and the Faculty member provides HRO with evidence that he or she submitted materials within the timeline, the increment shall become automatic and HRO shall process the increment.

B. RIGHT TO EVALUATION BY STUDENTS

Faculty members also have a right and responsibility to be evaluated by their students, using a validated instrument and process approved by the Faculty Union and Faculty Senate. However, in no case will the Board-approved student evaluations account for more than 25% of the total weight allotted for the evaluation of the teaching endeavor. Student evaluation systems and instruments will be used to evaluate the faculty teaching endeavor within their annual CFES Plan of Work.

C. TIMEFRAME FOR VARIOUS PEER REVIEWS AND REVIEWS BY APPROPRIATE ADMINISTRATORS

Faculty members are responsible for developing a Faculty evaluation package based on the Comprehensive Faculty Evaluation System. Faculty will typically undergo evaluations within the following order and timeframe:

1. Annual CFES Plan of Work review with the Dean/Director

This shall occur in the second consecutive semester of service, and once each consecutive year thereafter.

2. Promotion

Depending on their rank, tenure-track Faculty may first apply in either the third, fourth, or fifth year of consecutive academic service.

3. Tenure

Tenure-track Faculty may first apply in the fifth year of consecutive academic service, but no later than the first semester of the sixth continuous Academic Year.

4. Post-tenure review

This review shall occur following two (2) consecutive negative annual CFES reviews.

5. Voluntary peer review

At any time, a Faculty member may notify the Dean/Director that he or she would like a peer review. The Dean/Director shall then direct the Faculty member's Division or Other Assigned Area to form an ad hoc peer review committee according to the process outlined below in Section F.

6. Administrative procedures for each review

The final written review will follow this path at the administrative level:

- a. for the annual CFES Plan of Work review, the Dean/Director sends his or her evaluation and recommendation to the Human Resources Office to be processed and placed in the Faculty member's Official Personnel File.
- b. for post-tenure and voluntary peer review, the Dean/Director shall attach his or her written comments and recommendations to the ad hoc peer review committee's final report, and forward it to the Senior Vice President for action, with a copy sent to the Human Resources Office to be placed in the Faculty member's Official Personnel File. For post-tenure review, the recommendation may include disciplinary action including adverse action.

D. FACULTY RIGHTS WHILE UNDERGOING ANNUAL CFES PLAN OF WORK REVIEWS

Faculty members who are undergoing an annual CFES Plan of Work review with the Dean/Director shall have the following rights:

1. The right to be evaluated only on substantiated information.
2. The right to have the Dean/Director consider only materials that by their content honor the University's legal and moral commitment to nondiscrimination.
3. The right to have access to all evidence that the Dean/Director uses to conduct his or her evaluation.
4. The right to be given the opportunity to review and comment, in writing, on the Dean/Director's conclusions, and to attach the written comments to the Dean/Director's report before it is forwarded to the Human Resources Office.

E. FACULTY RIGHTS WHILE UNDERGOING POST-TENURE OR VOLUNTARY PEER REVIEW

Faculty members undergoing post-tenure or voluntary peer review shall have their review conducted by an ad hoc peer review committee.

In the course of any of these two reviews, the Faculty member shall have the following rights:

1. The right to have advance notice of at least five (5) business days before the convening of any meeting by the ad hoc peer review committee.
2. The right to be evaluated only on substantiated information.
3. The right to have the ad hoc peer review committee consider only materials that by their content honor the University's legal and moral commitment to nondiscrimination.
4. The right to have access to all evidence that the ad hoc peer review committee may consider in fulfilling its mandate.
5. The right to be given the opportunity to review and comment, in writing, on the ad hoc peer review committee's conclusions, and to attach the written comments to the committee's report before it is forwarded to the next administrative level.
6. The right to be given the opportunity, at each administrative level, to review and comment, in writing, on the relevant Administrator's conclusions, and to attach the written comments to the relevant Administrator's report before it is forwarded to the next administrative level.

F. PEER REVIEW PROCESS FOR POST-TENURE OR VOLUNTARY PEER REVIEW

The peer review process for post-tenure or voluntary peer review shall be conducted as follows:

1. An ad hoc peer review committee shall be formed consisting of five (5) members, at least two (2) of whom must be from the Faculty member's Division or Other Assigned Area, and the committee shall be constituted as follows:
 - a. Upon direction from the Dean/Director, the Faculty member's Division or Other Assigned Area will elect two (2) members from the Division, School or College, or Other Assigned Area, and the Faculty member to be reviewed will name two (2) members from any Division or Other Assigned Area. Those four (4) committee members shall name a fifth Faculty member from the Promotion and Tenure Committee who shall serve as committee chair.
 - b. Ad hoc peer review committee members must be full-time tenured Faculty members at the rank of Professor or Extension Specialist, and must have been a Faculty member for at least three (3) consecutive Academic Years at the University of Guam. If no full-time Professors or Extension Specialists are available, members from within the College or School shall be called upon to serve on the committee.
2. Deadlines for the various reviews are as follows:
 - a. Post-tenure review
 - (1) The ad hoc peer review committee shall, at the direction of the Dean/Director, be established within the first 45 business days of the beginning of the Fanuchanan or Fañomnakan Semester.
 - (2) The final report will be sent to the Faculty member and the Dean/Director prior to the end of the semester during which the review took place.
 - (3) The ad hoc peer review committee may extend its work up to 30 business days beyond the end of the semester with the written concurrence of the Dean/Director and the Faculty member under review. At the conclusion of this extension, the final report shall be sent to the Faculty member and the Dean/Director.
 - b. Voluntary peer review
 - (1) At the direction of the Dean/Director, the ad hoc peer review committee shall be established at the next regularly scheduled Division or Other Assigned Area meeting.

- (2) The final report will be sent to the Faculty member and the Dean/Director within 45 business days from the time the ad hoc peer review committee was formed.

G. CRITERIA FOR ALL REVIEWS

For all reviews, the criteria shall be those listed in the Board-approved Comprehensive Faculty Evaluation System (CFES).

H. FACULTY COMMENTS ON THE AD HOC PEER REVIEW COMMITTEE'S FINAL REPORT

1. The ad hoc peer review committee shall give a copy of its preliminary report to the Faculty member. If the Faculty member wishes to discuss the report with the committee, he or she may request to do so, and the committee shall honor the request. After meeting with the Faculty member, the committee may alter the report if it feels such a change is appropriate.
2. If the Faculty member disputes the committee's final report, he or she may do so, in writing, and attach the comments to the report. The Faculty member's written response shall then become an attachment to the committee's report.

I. INITIAL REAPPOINTMENT FOR TENURE-TRACK FACULTY

Reappointment is a prerogative of the Administration and therefore the procedure for reappointment shall be created by the Administration. During the Faculty member's first year of employment, the Administration will inform her or him, in writing, of the procedure to use in applying for reappointment.

If the Faculty member has applied in accordance with the procedures as distributed by the Dean/Director, the Faculty member will be notified of the Administration's decision, to reappoint or not, at least twelve (12) months prior to the expiration of the Faculty member's initial employment contract.

The decision not to reappoint the Faculty member is not an adverse action, as defined in Article X of this *Agreement*, and therefore the provisions of Article X shall not apply.

Failure to reappoint is not grievable and Article IX of this *Agreement* shall not apply to these cases.

J. PROMOTION AND TENURE EVALUATION PROCESS

To assist the Administration in determining whether an individual Faculty member should be promoted, or granted tenure, or both, there shall be a University Promotion and Tenure (P&T) Committee. The Committee, as an advisory body, does not promote or tenure Faculty members. It shall only receive, act upon, and make objective recommendations regarding all Faculty requests for promotion or tenure in accordance with the criteria established by the Board of Regents.

1. Election of the Committee and eligibility of its members
 - a. The Promotion and Tenure Committee shall consist of nine (9) at-large members who must be tenured Faculty holding the rank of Professor or Extension Specialist.
 - b. Members shall be elected in the Fañomnakan semester by the full-time tenure- track or tenured Faculty. Their terms shall begin the first day of the following Fanuchanan semester, and their terms shall be for two (2) years. These are staggered terms, and every Fañomnakan semester, one-half of the Committee will be up for election.
 - c. The Faculty Senate Committee on Faculty Excellence (SCFE) shall, after consultation with an ad hoc Committee of former P&T Chairs convened by the SCFE, maintain a pool of at least nine (9) eligible Faculty willing to serve on the P&T Committee. Any eligible Faculty member may also nominate himself or herself.

There shall be no provision for write-in votes for the P&T Committee election, and write-in votes shall not be counted.

Should a P&T Committee member be unable to complete an elected term of service, the P&T Committee Chair shall, within five (5) business days after verification of the vacancy, notify the SCFE to nominate from the existing pool a new member to fill the remainder of the uncompleted term. The SCFE shall, within five (5) business days of receiving notice of the vacancy, submit the name to the Faculty Senate to be placed on the agenda of the next scheduled Senate meeting. Upon approval by the Senate, the Faculty member shall immediately assume his or her place on the P&T Committee.

- d. Following the Committee election, and during the Fañomnakan Semester, both the old Committee and the newly elected Committee shall meet to conduct transition business. At this meeting, the new Committee shall elect a Chair by a majority vote of the returning members and the newly elected members. The Chair shall be elected from returning Committee members and newly elected members who have served a minimum of one year on the Committee. The Chair and Vice Chair shall each receive a one-quarter (0.25) load allocation for each semester of their terms.

The Senior Vice President and the Faculty Union President shall meet with the Committee at this transition meeting to review procedures and answer questions about the promotion and tenure process.

- e. At the same meeting, a Vice Chair and a Secretary shall be elected by a majority vote of the returning members and the newly elected members. Any of these members are eligible to run for the positions of Vice Chair and Secretary. The Chair, Vice Chair and Secretary shall have full voting rights.

2. Quorum

When voting on an application for promotion or tenure, a quorum shall consist of seven (7) members. For all other business, a quorum shall consist of a majority of the Committee.

3. Support services

- a. The Administration shall provide the Committee with sufficient support services to ensure the timely and efficient performance of the Committee's duties and obligations.
- b. The Human Resources Office shall continue to provide secretarial support and secure space for applicants' files.
- c. The Human Resources Office shall also assist the Committee by certifying information requested by the Committee about an applicant. This information shall include, but is not necessarily limited to, the following: date of tenure-track employment; current rank; effective date of applicant's reappointment; date of last promotion at UOG; and date of tenure.
- d. The Senior Vice President makes the final decision on eligibility for promotion and tenure for all applicants.

4. Possible exclusion of a Committee member from evaluating an applicant

Applicants for promotion or tenure shall have the right to request, in writing, that one Committee member be excluded from hearing their application for a stated cause. If the exclusion is deemed appropriate by a majority of the Committee, the Committee shall excuse that member from consideration of that case.

5. General operations of the Promotion and Tenure Committee

If the Committee has questions about the interpretation of the promotion and tenure procedures in the *Agreement*, the Committee shall refer the matter to the Agreement Implementation Committee (see Article XII.D in this *Agreement*).

For promotion, any full-time faculty members may apply. For tenure, only full-time tenure-track faculty members at the University of Guam will be considered and evaluated by the Committee. The Committee will make a reasonable effort to ensure that all information, recommendations, and evaluations placed before it in each case are substantiated in order that all applicants receive fair and equitable treatment.

a. Confidentiality

During Committee meetings, all evaluative comments about an applicant's Completed Application Package are to be confidential. Violation of this confidentiality requirement may result in a letter of censure from the Committee to the offending person(s), with a copy of the letter being sent to the Senior Vice President and President.

b. Call for applications

- (1) The Committee shall publicize a call for applications for promotion, or tenure, or both, no later than the fifteenth day of September.
- (2) Application for promotion, or tenure, or both, is by self-application. The applicant shall submit to the Committee a completed application package.

c. Completed Application Package

The completed application package shall include:

- (1) an application form (available from the Human Resources Office) indicating what action is being requested and what roles are to be evaluated in support of the requested action;
- (2) a signed statement authorizing access to the applicant's Official Personnel File by members of the Committee;
- (3) a comprehensive statement elaborating the applicant's roles;
- (4) documentation supporting the comprehensive statement including an up-to-date vita;
- (5) all CFES Plans since date of last promotion or date of initial tenure-track hire, whichever applies;
- (6) the Dean/Director's annual CFES evaluative letters since date of last promotion or date of initial tenure-track hire, whichever applies; and
- (7) a list of no fewer than five (5) persons from whom the Committee shall seek recommendations.

This list of names shall include at least two (2) current members of the applicant's Division or Other Assigned Area. At least one (1) of those two (2) names shall be a current member of the applicant's academic discipline at the University of Guam, except when the applicant is the only member of that academic discipline.

Applicants are encouraged to include in their list of references the names of academic or professional peers from outside the University.

Applicants shall send their completed application packages to the Committee in care of the Human Resources Office.

d. Notification of Dean/Director

At the time of application, the applicant shall notify his or her Dean/Director, in writing, that he or she has applied for promotion, or tenure, or both.

- e. Priority in consideration of application packages
 - (1) The Committee shall consider applications on a first come-first served basis using the date of receipt of the completed application package by the Human Resources Office as the determining factor.
 - (2) All completed application packages received by the Human Resources Office no later than 5 PM of the last day of the Fanuchanan semester shall be guaranteed a recommendation by the Committee before the end of the following Fañomnakan semester.
 - (3) All completed application packages received by the Human Resources Office no later than 5 PM of the last day of the Fañomnakan semester shall be guaranteed a recommendation by the Committee before the end of the following Fanuchanan Semester.

- f. Timelines and possible extensions
 - (1) No timeline stated in this Article starts until the Human Resources Office receives the completed application package.
 - (2) When either the Committee, or the Senior Vice President, or the President, or the Board is reviewing the application package, the applicant and the appropriate party may, by mutual written agreement, extend the timelines specified in this Article. The written agreement shall specify the new extension date.

- g. Letters of recommendation and evaluation
 - (1) Letters from individuals named in the list of references

Within five (5) business days of receipt of the completed application package, the Committee shall request letters of recommendation from the individuals named in the list of five (5) or more names submitted by the applicant.
 - (2) Letters from the University community

Following receipt of the completed application package, the Committee shall announce to the University community the candidates' names, roles, and action(s) requested, and it shall accept recommendations and comments regarding each application. Recommendations and comments from the University community shall become part of the applicant's completed application package.

Absent extraordinary circumstances, if the Committee does not receive letters of recommendation within twenty (20) business days from the date of request, the Committee shall proceed to consider the application without them. Letters received after the twenty (20) business days shall not be accepted and shall be returned to the sender. However, referees may send letters by fax or e-mail during the twenty (20) business days with a signed original postmarked within the twenty (20) business days.

(3) Letter from the Dean/Director

When the letters of recommendation are received by the Committee, or no later than twenty-five (25) business days after the completed application package is received by the Committee, the Chair shall request a recommendation from the applicant's Dean/Director.

The Dean/Director shall be provided access to the applicant's completed application package and letters from nominees and the University community in order to prepare the requested recommendation.

The Dean/Director shall have ten (10) business days to supply the requested recommendation. If the Committee has not received the Dean/Director's recommendation within ten (10) business days, the Committee shall proceed to consider the application.

(4) Additional letters requested by the Committee

At any time, the Committee may request, in writing, additional letters of evaluation to clarify, substantiate, or resolve questions germane to the application. When a request is made, the Committee shall provide a copy of the request to the applicant.

(5) Option of applicant receiving copies of all letters

If any applicant requests so in writing, a copy of all letters of recommendation, comments, evaluations, and replies to requests by the Committee shall be provided to him or her within five (5) business days of said documents being received by the Committee. The applicant shall have ten (10) business days to make written comment on any or all of the above referenced documents.

Applicants may examine the materials and letters in their completed application packages at any time during business hours.

The closing date for material to be placed in the completed application package is ten (10) business days prior to the meeting where the applicant's package is scheduled for presentation before the Committee. The Committee Chair shall notify the applicant five (5) business days before the closing date.

h. Review and verification of the applicant's completed application package

Prior to presentation, the Committee shall have at least ten (10) business days in which to study the material in each application package.

For each applicant, the Committee shall assign at least two (2) members to be the applicant's presenters. They shall have the responsibility for substantiating evidence placed before the Committee.

Unless the applicant has previously challenged an official evaluation, in writing, the Committee shall accept the official evaluation at face value. The Committee shall verify all other materials as it sees fit. Any information before the Committee that has not been substantiated shall be removed from the file and returned to the sender.

In the event that statements by the applicant in the completed application package have not been documented to the satisfaction of the Committee, the Chair shall notify the applicant. He or she shall then be given the opportunity to provide further documentation.

At any level of this process, only criteria contained in either this *Agreement* or Board-approved policy shall influence the outcome of any application for promotion or tenure.

i. Voting on an applicant's completed application package

In each case before the Committee, the decision to recommend shall be determined by secret ballot with at least seven (7) members voting. Members shall vote by paper ballot. A majority of the votes cast must be affirmative votes before an application can be sent forward with a positive recommendation.

In the event that an application does not receive a majority of the votes cast as affirmative votes, the Chair shall provide the applicant a letter detailing the Committee's rationale for its vote and suggest that the applicant withdraw the application.

The applicant who has received an initial negative vote from the Committee has the right to address the Committee at its next meeting. At that meeting, the Faculty member will have the opportunity to present his or her reasons why the Committee should reconsider its initial negative recommendation. At the next Committee meeting following the applicant's request for reconsideration, the Committee shall re-vote on the applicant's completed application package.

If any applicant does not withdraw his or her application, the Committee shall forward the applicant's completed application package, with the Committee's recommendation, to the Senior Vice President within five (5) business days after the Committee's final vote.

A decision by the Administration or Board of Regents that reverses the Committee's recommendation shall be in writing and shall include justification for the reversal. Absent extraordinary circumstances, the Administration or the Board shall, within five (5) business days following their decision, present their written justification to the Committee.

6. Promotion application procedures

Concurrently with the annual increment review, the Dean/Director and each Faculty member eligible for promotion shall discuss the Faculty member's development and fitness for the position held by the Faculty member, and the Faculty member's plan for working toward promotion. The Dean/Director shall summarize the discussion, in writing, and make specific recommendations regarding activities for achieving promotion. The Dean/Director shall then provide a copy of this statement to the Faculty member.

A Faculty member is considered for promotion through self-application.

a. Eligibility and criteria

- (1) Faculty members become eligible for promotion from Assistant Instructor to Instructor, or from Extension Agent I to Extension Agent II, or from Instructor to Assistant Professor, or from Extension Agent II to Extension Agent III, after three (3) years in rank. They may apply in their third year.
- (2) Faculty members become eligible for promotion from Assistant Professor to Associate Professor, or from Extension Agent III to Extension Agent IV, after four (4) years in rank. They may apply in their fourth year.

- (3) Faculty members become eligible for promotion from Associate Professor to Professor, or from Extension Agent IV to Extension Specialist, after five (5) years in rank. They may apply in their fifth year.
- (4) For Faculty whose initial appointment began in the Fañomnakan semester, the sequence of their years of academic service is Fañomnakan/Fanuchanan, rather than Fanuchanan/Fañomnakan. Therefore, depending on the rank sought, they can first apply for promotion in the Fañomnakan semester at the start of either their third, fourth, or fifth year of academic service.
- (5) At least three (3) years of the time-in-rank requirement must be in full-time employment at the University of Guam.
- (6) In addition to the above time-in-rank and employment requirements, all Faculty members affected must possess all required degrees as specified in University policy.
- (7) Faculty may not apply for promotion during their first two (2) consecutive years at the University of Guam.
- (8) Time spent as an Administrator shall not be counted toward time-in-rank and employment requirements for the purposes of this Faculty promotion process.
- (9) Promotion to Professor shall not automatically include tenure. Tenure is earned separately.
- (10) At all levels of review, criteria as defined, published, and approved by the Board shall be the sole basis on which judgment for promotion shall be made.

b. Submission of completed application package after the call

The Faculty member may not submit his or her completed application package to the Committee until after the call for applications.

c. Review by Senior Vice President if the Committee fails to forward a recommendation

In the event that the Committee fails to make a recommendation to the Senior Vice President within the time permitted under this *Agreement*, the Senior Vice President may nevertheless consider and act upon the application and forward a recommendation to the President.

d. Grievances regarding the promotion process

No grievance concerning this process may be filed or considered until the President has made the final decision regarding the promotion application.

e. Material in the completed application package

- (1) The Faculty member is responsible for the development of the materials in the completed application package that are relevant to the review and evaluation for promotion.
- (2) At any level of the review or evaluation, the Committee or Administration may request additional information and materials from individuals or Divisions or Other Assigned Areas, either on-campus or off-campus, that are germane to the application package.
- (3) A copy of such requests shall be provided to the applicant at the time the requests are made. If the applicant requests so in writing, the Committee or the Administration shall provide the applicant with copies of any responses and replies after the Committee or the Administration has officially received them. The applicant has the right to comment in writing on any responses and replies at any level of the review or evaluation.
- (4) If, after the Committee has forwarded the completed application package to the next review level, the Senior Vice President, or the President, receives any unsolicited letters about the applicant, the applicant shall be notified in accordance with Article IV, section C, of this *Agreement*.

f. Administrative procedures for the promotion evaluation

Following the procedures detailed above in this Article, the application and Committee recommendations, if forwarded, shall be transmitted to the Senior Vice President. If they are not forwarded, the Committee will notify the applicant to pick up his or her materials at the Human Resources Office.

Upon receipt of a recommendation from the Promotion and Tenure Committee, the Senior Vice President shall evaluate the application.

The Senior Vice President shall act upon the application and forward a recommendation to the President within thirty (30) business days of receiving the Committee's recommendation. If the Senior Vice President misses this date, the Committee's recommendation is sustained and the application moves forward to the President.

Upon receipt of a recommendation from the Senior Vice President, the President shall evaluate the application.

The President shall issue a decision within forty-five (45) business days of receiving the recommendation of the Senior Vice President. Beyond this date, the Faculty Union President will consult with the President.

Promotions approved by the President shall become effective upon the commencement of the first semester following the completion of the required time in service or rank, or the first semester following the approval of the President, whichever is later.

Copies of all recommendations made about each applicant by the Committee, Dean/Director, the Senior Vice President, and the President shall, absent extraordinary circumstances, be sent to the applicant within five (5) business days of issuance.

Failure of the Promotion and Tenure Committee or any Administrator to notify an applicant of action taken regarding a promotion application shall not constitute grounds for automatic promotion.

7. Tenure application procedures

Concurrently with the annual increment review, the Dean/Director and each Faculty member eligible for tenure shall discuss the Faculty member's development and fitness for the position held by the Faculty member, and the Faculty member's plan for working toward tenure. The Dean/Director shall summarize the discussion, in writing, and make specific recommendations regarding activities for achieving tenure. The Dean/Director shall then provide a copy of this statement to the Faculty member.

A Faculty member is considered for tenure through self-application.

a. Eligibility and criteria

- (1) Faculty members are eligible to apply for tenure after completing four (4) consecutive Academic Years of probationary service, and they may apply during the fifth year. Only employment under a tenure-track contract shall be considered in determining the length of probationary service.

For Faculty whose initial appointment began in the Fañomnakan semester, the sequence of their consecutive years of academic service is Fañomnakan/Fanuchanan, rather than Fanuchanan/Fañomnakan, and they can first apply for tenure in the Fañomnakan semester at the start of their fifth consecutive year of academic service.

- (2) Approved administrative and University-paid leave shall be counted for purposes of computing years of service and shall not suspend the timeline for computing years of service.

Leaves of absence without pay for one semester or more, may count as service toward tenure if the Senior Vice President gives prior written approval. If approved, the timeline for computing years of service toward tenure shall not be suspended. Otherwise, the timeline for computing years of service is suspended.

- (3) Time spent as an Administrator suspends the timeline for computing years of service for tenure.
- (4) At all levels of review, criteria as defined, published, and approved by the Board shall be the sole basis on which judgment for tenure shall be made.

- b. Submission of completed application package after the call

The Faculty member may not submit his or her completed application package to the Committee until after the call for applications.

- c. Review by Senior Vice President if the Committee fails to forward a recommendation

In the event that the Committee fails to make a recommendation to the Senior Vice President within the time permitted under this *Agreement*, the Senior Vice President may nevertheless consider and act upon the application and forward a recommendation to the President.

- d. Grievances regarding the tenure process

No grievance concerning this process may be filed or considered until the Board of Regents has made the final decision regarding the tenure application.

- e. Material in the completed application package

- (1) The Faculty member is responsible for the development of the materials in the completed application package that are relevant to the review and evaluation for granting tenure.

- (2) At any level of the review or evaluation, the Committee or Administration may request additional information and materials from individuals or Divisions or Other Assigned Areas, either on-campus or off-campus, that are germane to the application package.
- (3) A copy of such requests shall be provided to the applicant at the time the requests are made. If the applicant requests so in writing, the Committee or the Administration shall provide the applicant with copies of any responses and replies after the Committee or the Administration has officially received them. The applicant has the right to comment in writing on any responses and replies at any level of the review or evaluation.
- (4) If, after the Committee has forwarded the completed application package to the next review level, the Senior Vice President, or the President, or the Board of Regents receives any unsolicited letters about the applicant, the applicant shall be notified in accordance with Article IV, section C, of this *Agreement*.

f. Administrative procedures for the tenure evaluation

Following the procedures detailed above in this Article, the application and Committee recommendations, if forwarded, shall be transmitted to the Senior Vice President. If they are not forwarded, the Committee will notify the applicant to pick up his or her materials at the Human Resources Office.

Upon receipt of a recommendation from the Promotion and Tenure Committee, the Senior Vice President shall evaluate the application.

The Senior Vice President shall act upon the application and forward a recommendation to the President within thirty (30) business days of receiving the Committee's recommendation. If the Senior Vice President misses this date, the Committee's recommendation is sustained and the application moves forward to the President.

Upon receipt of a recommendation from the Senior Vice President, the President shall evaluate the application.

The President shall issue a recommendation to the Board of Regents within forty-five (45) business days of receiving the recommendation of the Senior Vice President. Beyond this date, the Faculty Union President will consult with the President.

The Board of Regents shall consider the application and, absent extraordinary circumstances, render a decision within sixty (60) business

days of receiving the President's recommendation. All Board discussions concerning the application shall take place in Executive Session.

The Faculty member shall be notified of the Board's decision within five (5) business days of its being rendered.

The granting of tenure shall become effective as of the date of the Board's final decision. Faculty members awarded tenure by the Board shall enjoy all rights and privileges accorded to tenured Faculty.

Tenured Faculty may not be terminated except for cause, and the tenured employment may not be interrupted except for lay off as defined in Article XI, section B, of this *Agreement*.

Copies of all recommendations made in each case by the Committee, Dean/Director, the Senior Vice President, the President, and the Board of Regents shall, absent extraordinary circumstances, be sent to the applicant within five (5) business days of issuance.

Failure of the Promotion and Tenure Committee or any Administrator to notify an applicant of action taken regarding a tenure application shall not constitute grounds for automatic tenure.

8. Tenure and security of employment

For full-time tenure-track Faculty whose initial appointment began in Fanuchanan semester, the sequence of their consecutive Academic Years of service is Fanuchanan/Fañomnakan. The earliest they can apply for tenure is the Fanuchanan semester of their fifth consecutive Academic Year, and the latest they can apply is the Fanuchanan semester at the start of their sixth consecutive Academic Year.

For full-time tenure-track Faculty whose initial appointment began in the Fañomnakan semester, the sequence of their consecutive Academic Years of service is Fañomnakan/Fanuchanan, rather than Fanuchanan/Fañomnakan. The earliest they can apply for tenure is the Fañomnakan semester of their fifth consecutive Academic Year, and the latest they can apply is the Fañomnakan semester at the start of their sixth consecutive Academic Year of service.

Failure to be granted tenure by the end of the Faculty member's sixth consecutive Academic Year of full-time, tenure-track employment at the University of Guam, shall result in termination at the end of the Faculty member's seventh consecutive Academic Year.

ARTICLE VI

WORKING CONDITIONS

A. VARIETY OF WORKLOAD ALLOCATIONS

Both the Board and the Union agree that Faculty responsibilities typically encompass activities in instruction, service, extension, library, and creative/scholarly activity or research. They also agree that Faculty shall endeavor to accomplish their responsibilities in a variety of workload allocations as determined by the Dean/Director in consultation with the Faculty member. The Board and Administration shall provide sufficient resources to help Faculty carry out these responsibilities.

The work of the Faculty in their areas of responsibility is professional in character, and thus it does not conform to the exact pattern of an eight-hour day or forty-hour workweek. As a point of reference, though, and for formulating workloads and developing the budget, the workload of the Faculty shall be considered equivalent to a forty-hour workweek. This is not intended to be applied as an eight-hour, five-day workweek, but rather to establish the general parameters of the Faculty member's obligation.

B. OFFICE HOURS

Office hours shall be approved by the Dean, and shall be at least six (6) hours over at least three (3) business days per week. Faculty members shall post their office hours, their location, and contact information in the course syllabus and provide a copy to the Dean, and shall inform the Dean of any modification or inability to meet posted office hours.

Full-time Faculty members teaching in the evening or on weekends shall schedule some but not all office hours during evenings or weekends and are encouraged to offer additional office hours during times when their students are available.

Office hours must be held on campus.

C. STUDENT ADVISEMENT

The Dean shall approve the times for Faculty to assist with student advisement. During the Academic Year, Faculty members shall be available for advisement during the registration periods specified in writing by the Administration.

D. FACULTY ENDEAVORS AND FULL WORKLOAD

For Faculty whose primary role is instruction, twelve (12) contact hours per week per semester will typically constitute a full instructional load. The Dean may permit variations to the twelve-contact-hour policy.

Faculty of the Division or Other Assigned Area concerned shall be consulted by the Dean regarding changes in load allocation of 0.25 or more that are assigned to routine activities such as committee chair, program coordinator, or other similar academic non-instructional support functions.

The Board and the Union recognize the impossibility of creating an instructional load formula that is universally applicable to the complex academic programs at the University. To meet each Division's varying instructional, service and research commitments, each Division, through its Division Chair, shall have considerable flexibility to recommend Faculty work loads for the Academic Year to the Dean/Director. For Faculty in Other Assigned Areas, each Faculty member meets directly with her or his Dean/Director to agree on the Faculty member's work load.

Therefore, for the purposes of Promotion from an Instructor to an Assistant Professor, and from an Assistant Professor to an Associate Professor (terminal degree required), a full-time faculty member may choose from the following options* with respect to primary, secondary and tertiary endeavors (neither option precludes Faculty from receiving overload compensation):

- (i) 50% or greater in Instruction (12 contact hours per week per semester), Extension, or Library endeavors; 15% or greater in University/Community Service endeavors, and 25% or greater in Creative/Scholarly or Research endeavors, depending on the promotion under consideration.

OR

- (ii) 75% or greater in Instruction (15 contact hours per week per semester), Extension, or Library endeavors; 15% or greater in University/Community Service endeavors, and 5% or greater in Creative/Scholarly or Research endeavors.

OR

For the purpose of Promotion from Associate Professor to Professor, the criteria shall be:

- (iii) 50% or greater in Instruction (12 contact hours per week per semester), Extension, or Library endeavors; 15% or greater in University/Community Service endeavors, and 25% or greater in Creative/Scholarly or Research endeavor.

Either (i) or (ii) options above under Promotion can be used when applying for Tenure.

*A 2-year commitment is encouraged for either (i) or (ii) options listed and approved by the Dean/Director.

E. FACULTY ENDEAVORS BEYOND A FULL WORKLOAD

Faculty endeavors beyond a 1.0 FTE work load constitute an overload. Faculty cannot be required to accept overload assignments. For an approved Annual CFES Plan of Work exceeding 1.0 FTE, such work is considered an overload requiring additional compensation.

Overloads are not an entitlement, must be approved by the Dean/Director, and may not exceed 0.50 FTE. Programmatic exceptions for extraordinary circumstances may only be granted by the Senior Vice President upon recommendation from the Dean/Director.

F. APPOINTMENT OF FACULTY TO DIVISIONS OR OTHER ASSIGNED AREAS

Faculty appointment to a Division or Other Assigned Area shall be a matter of initial contractual arrangement.

Subsequent reassignment shall be made in consultation with the affected Faculty member and the Division(s) or Other Assigned Area(s) concerned, taking into consideration educational, research, and programmatic concerns and the Faculty member's professional training and experience. The President shall make the final decision on reassignment.

A full-time Faculty member shall be assigned to one Division or Other Assigned Area. Overload assignments by the Dean/Director will be based on work performance, in accordance with CFES criteria. If the Dean/Director determines that no full-time Faculty members in the affected academic program are available, the program Faculty shall recommend other Faculty for these assignments.

G. POOL OF PART-TIME FACULTY

The full-time Faculty members in each program shall develop a pool of individuals who have the program's recommendation to be hired as part-time Faculty. The full-time members of the program shall develop and continuously update the pool by either adding or removing individuals from the list after evaluating them using the CFES instructional and collegiality criteria, and a copy of the confidential evaluation shall be given to the Dean/Director, via the Division Chair.

Full time Faculty may request to teach courses in another college, School, or program. Such a request shall be in writing to the Chair of the Division containing the program, who will refer the request to the program Faculty. The program Faculty shall consider the request and add the name to the list or not.

These recommendations are forwarded to the Dean/Director by the appropriate Division Chair.

Absent extraordinary circumstances, only part-time Faculty listed in this pool will be employed.

When the need arises to assign a part-time Faculty member to a course, the Dean/Director will first try to select from the pool of recommended part-time Faculty.

If it is not possible to choose from the recommended list, the Dean/Director may recommend hiring an individual not included in the pool. In such cases, the Dean/Director shall advise the Division Chair concerning the person hired. The full-time Faculty in the affected program, or concentration where appropriate, will then conduct an evaluation of that person for possible inclusion in the pool and forward their evaluation and recommendation to the Dean/Director.

H. CLASS ENROLLMENT CAPS

Each Division's Faculty shall recommend to the Dean the appropriate minimum and maximum enrollment caps for their classes. Due consideration will be given to the physical facilities available, the nature of the class, and the assigned instructor. In any event, class size shall not exceed room capacities such as may be set by OSHA or other safety authorities. The Dean's decision on enrollment caps is final.

The Board and the Union acknowledge that economic and academic factors require a minimum class size in many cases. But in order to prepare academic majors in a given field, it is sometimes necessary to hold classes that are less than the minimum size. Average class sizes throughout an academic Division will be considered when making a decision on whether to allow a small class to proceed.

I. WORK ENVIRONMENT

The Board shall provide a safe, secure, healthy work environment with adequate technology and office space, that provides privacy. Suggestions and questions relating to the safety, security, size, privacy, or health concerns of the work environment will be referred to the Dean/Director.

J. STAFF SUPPORT

The Board shall provide sufficient resources to meet all appropriate staff support needs.

K. FACULTY DEVELOPMENT

Faculty development is a priority for the University and is a joint responsibility of the University and the individual Faculty member.

Both the Board and the Union recognize the need for increased funding of Faculty development. Each Academic Year, therefore, the Administration and the Faculty shall endeavor to obtain a significant, real increase in funds, from external and local resources, for Faculty development activities. Such funds shall be distributed in the fairest manner possible, taking into consideration the goals and desires of individual Faculty members, the needs of their College/School, and the needs of the University.

The Board and the Union also recognize that Faculty travel is an important component of Faculty development and for the enhancement of Faculty skills and knowledge. Faculty members shall have the right to apply for financial support to defray the costs of travel in connection with professional activities in accordance with University policy.

At the end of each Academic Year, the Senior Vice President shall produce an annual report on Faculty development. This report shall include a breakdown of the distribution of funds, and shall be distributed to the University community.

L. FACULTY COMPLIANCE WITH POLICIES AND PROCEDURES

Faculty members are expected to be aware of, and comply with, the policies, practices, rules, regulations, or guidelines of the University and their College/School or Other Assigned Area, as published and distributed by the Administration. Practices, rules, regulations, or guidelines shall be standardized whenever possible.

M. CONSULTATION ON CHANGES IN THE ACADEMIC YEAR CALENDAR

The Senior Vice President and the Union President will consult on any proposed changes in the Board-approved Academic Year Calendar.

ARTICLE VII

SALARIES AND FRINGE BENEFITS

A. SALARY SCHEDULES

Salary Schedules for Faculty will be established by the Board, depending upon the availability of funds, and may be adjusted from time to time at the Board's discretion. Refer to Appendix I, for the current Salary Schedule.

B. SALARY COMMITTEE

A Salary Committee shall be formed. Members of the Salary Committee shall be appointed each year by September 1. The membership shall consist of two (2) persons appointed by the President and two (2) members appointed by the Union.

The Salary Committee shall meet to formulate Faculty salary and benefits recommendations, encompassing both rate and structure for both regular and overload compensation, to be submitted to the President by the last business day of the Fañomnakan Semester. The President shall forward and give an oral report on these recommendations to the appropriate Board Subcommittee before the November regular meeting of the Board of Regents.

The Board of Regents will consider these Salary Committee recommendations for the budget of the following fiscal year. These recommendations shall take into consideration recent changes in the cost-of-living index, the compatibility of University of Guam salaries with those of similar institutions and the University of Guam's financial conditions.

C. SALARY INCREMENTS

If, after the annual increment review and evaluation, the Dean/Director certifies that a Faculty member's performance has been satisfactory in the preceding year, the Faculty member, if not at the top step available of his or her rank, shall be granted an increment subject to availability of funds.

In certifying a Faculty member's performance, the Dean/Director shall, in writing, justify all salary increment decisions, identify any deficiencies in the Faculty member's roles as outlined in the Faculty member's evaluation plan, and make recommendations for improvement.

At the top salary step of Professor/Extension Specialist, following three years of documented excellence under CFES criteria, a Faculty member holding this rank may be granted an increase in salary equivalent to one step by the Senior Academic Vice President, at the recommendation of her or his Dean/Director.

D. PROMOTION DIFFERENTIAL

Any Faculty member who is promoted in rank shall receive a differential equivalent to two (2) steps. Faculty may also receive an increment for which they are eligible in accordance with Article VII, Section C of this *Agreement*.

E. PAID HOLIDAYS

The Board shall observe all official holidays designated by Guam Statute. Absent extraordinary circumstances, all such holidays shall be non-working days with pay for the Faculty.

F. EQUITABLE COMPENSATION AND WORKING CONDITIONS

Comparable and equitable compensation and working conditions for nine-month and twelve-month Faculty shall continue.

G. COMPENSATION FOR WORK BETWEEN SEMESTERS

If an Academic Year (nine-month contract) Faculty member is requested to work during the periods between semesters, compensation shall be negotiated with the Dean/Director.

H. TUITION WAIVERS FOR FACULTY MEMBERS, THEIR SPOUSES, AND THEIR DEPENDENT CHILDREN

Tuition waivers for Faculty members, their spouses, and their dependent children shall continue for the term of this *Agreement*. Tuition waivers are designed to enable Faculty members, their spouses, and their dependent children to enroll in or audit a class where there is excess instructional capacity. Faculty members, their spouses, and their dependent children will not have to pay tuition for institutional credit-bearing courses. For the purposes of this tuition waiver program, dependent children are defined as those individuals listed on the Faculty member's income tax return as "dependents" for the most recent filing period.

Students who are under the tuition waiver program shall not be counted in the tally for determining minimum enrollment for the instructor's compensation

I. FACULTY COMPUTER EQUIPMENT AND TECHNOLOGY

In order to enhance Faculty effectiveness, the University shall provide full-time Faculty with computers, printers, software, and broadband Internet access.

J. COMPENSATION FOR PROVIDING SUBSTANTIAL COVERAGE OF ANOTHER FACULTY MEMBER'S CLASSES

When a Faculty member provides class/laboratory coverage for more than two (2) continuous weeks for another Faculty member, the Dean shall provide compensation where appropriate. Compensation shall be for the entire period covered if the coverage

extends beyond the two (2) continuous weeks.

K. PERSONAL LEAVE

Full-time Faculty members are allowed up to three (3) days of personal leave each academic year, with pre-approval by her or his Dean/Director. Personal leave expires at the end of each academic year. Unused personal leave will not be compensated.

ARTICLE VIII

LEAVES

A. APPLYING FOR LEAVE

Faculty shall have the right to apply for any of the various forms of leave as detailed in University policy and all applicable laws. Absent extraordinary circumstances, any leave or combination of leaves shall not exceed two (2) consecutive academic years.

When applying for leave, Faculty shall provide full and accurate information.

The University Administration shall evaluate each application on its own merits, giving due consideration to the needs and priorities of both the individual and the institution. A timely response to each request for leave shall be provided in writing to the applicant.

B. FULFILLMENT OF FACULTY RESPONSIBILITIES DURING LEAVE

Leave and variance forms must be approved at least one week in advance, when possible, by the Dean/Director. Whenever a Faculty member requests leave, he or she shall make written arrangements on the variance form for the fulfillment of his or her essential obligations and responsibilities, such as assigned classes, office hours, committee obligations, or work assignments.

In case of an unanticipated absence, barring extraordinary circumstances, the Faculty member must immediately contact the Dean/Director to arrange for the fulfillment of his or her essential obligations and responsibilities.

C. FACULTY WORKING IN MORE THAN ONE AREA OF SUPERVISION

In cases in which Faculty members are assigned to work in more than one area of supervision, such arrangements shall be subject to approval by all appropriate Dean/Directors.

D. FACULTY RANK AND SALARY WHILE ON LEAVE

Faculty members on leave shall have the right to return to their rank and salary.

Faculty members on approved leave shall receive all salary entitlements as specified in this *Agreement* and in University policy, provided the Faculty member presents documentation for evaluation by the Dean/Director as mutually agreed upon in the leave application.

E. CHANGE IN A FACULTY MEMBER'S ORIGINAL POSITION WHILE ON LEAVE

The Dean/Director shall be responsible for notifying the Faculty member on leave of any change in the Faculty member's appointment to a College, School, Division, or Other Assigned Area.

ARTICLE IX

GRIEVANCE PROCEDURES

A. STATEMENT OF PURPOSE

In any labor-management relationship, there may occasionally be disagreements and conflict. This *Agreement* provides a formal framework for an equitable, dispassionate, and expeditious resolution of labor-management conflict at the University. All parties, however, are encouraged to communicate and attempt to resolve their differences informally before, during, and after any formal conflict resolution procedure.

Nothing in this *Agreement* abrogates either party's right to pursue judicial remedies for resolving the grievance after the grievance procedure is completed.

B. DEFINITION OF GRIEVANCE

A grievance means a Faculty member's, or a group of Faculty members', expressed feeling of dissatisfaction with aspects of the working conditions and working relationships which are outside the Faculty member's control, including appeals from adverse disciplinary actions not covered by paramount law or regulation.

The grievance procedure stated herein shall extend only to the interpretation or application of existing agreements or to University of Guam personnel policies and regulations and shall not extend to the settlement of disputes or allegations of unfair labor practices for which procedures are otherwise provided by law and regulations.

A grievance cannot be filed against another Faculty member.

Further, a grievance cannot be filed regarding: 1) reappointment decisions; or 2) the refusal of the President to grant promotion or the Board to grant tenure.

C. REPRESENTATION RIGHTS DURING THE GRIEVANCE PROCEDURE

1. At any level of the grievance procedure, both parties are barred from having attorneys present at grievance proceedings. Either party has the right to designate an advisor of their choice (who is a full-time employee of the University or Union representative) who may be at the proceedings.

In the spirit of expeditious resolution of a grievance, parties are required to communicate directly with each other during the process. If an advisor is present, the advisor's role is to consult with, and/or advise their party, and he or she may, if requested, speak in that role during the meeting.

2. At each step of the grievance procedure, the Union President shall be notified of all grievance proceedings. The Union President, or designee, and President, or designee, shall have the right to attend all grievance proceedings as observers.

D. PROHIBITION ON FACULTY REPRESENTING THE ADMINISTRATION DURING THE GRIEVANCE PROCEDURE

Under this *Agreement*, all full-time Faculty are covered as members of the collective bargaining unit. Therefore, a full-time Faculty member cannot serve in any capacity as an Administrator's advisor during the grievance procedure.

E. TIMELINES

The business day following an event, or the business day following receipt of any official correspondence filed in relation to a grievance, shall be considered the first business day.

Absent extraordinary circumstances, failure by either party to adhere to any of the timelines at any level of the grievance procedure shall result in the grievance being settled in favor of the other party within five (5) business days.

At any level of the grievance procedure, and prior to the expiration of any timeline, both parties may, by mutual written agreement, stipulate to extend any timeline prescribed in the grievance procedure. The written agreement shall stipulate the new extension, and a copy of the agreement shall be sent to the Union President and the Human Resources Office.

F. DELIVERY OF OFFICIAL CORRESPONDENCE

All official correspondence and documents filed in accordance with the grievance procedure shall be delivered to the designated recipient or stamped 'received' by the respective office staff. A receipted copy will be returned to the originator.

If a recipient is unavailable at the time of delivery, the official correspondence or documents may be given to the recipient by registered mail, by official UOG email, or to the recipient's designated representative. Service by mail shall be deemed accomplished on the date of the postmark, and service by email shall be deemed accomplished according to confirmation of transmittal.

G. GRIEVANCE FILES AT THE HUMAN RESOURCES OFFICE

The Human Resources Office must establish and maintain the grievance files separate from the Personnel Files of the parties involved. Only the grievant or designee, the Faculty Union President or designee, and the Administration shall have access to the grievance file. The Human Resources Office shall hold the files for a period of five (5) years after action has been taken on that grievance. The files shall then be destroyed.

H. REQUESTING INFORMATION

One party may possess relevant information that the other party may need to investigate and process the grievance. If either party requests such information in writing (and if the information sought is not confidential as defined by Guam statute or Federal law), the other party shall, absent extraordinary circumstances, provide the requested information within five (5) business days at the current duplication costs.

I. GRIEVANCE PROCEDURE

Prior to filing any grievance, Faculty are encouraged to speak with a Union representative to be aware of the process and their rights.

Any Faculty member, group of Faculty members, or the Union may file a grievance based on the following procedure:

1. Step One: Meeting with the Administrator being grieved
 - a. Within five (5) business days of the alleged violation, or within five (5) business days from when the Faculty member(s) or Union became aware of, or reasonably should have been aware of the alleged violation, the grievant shall request, in writing, a meeting with the Administrator being grieved in an attempt to work out a resolution to the alleged problem. The written request shall include:
 - (1) a description of the facts surrounding the issue, including who was involved, what happened, when it happened, and where it happened, and;
 - (2) a citation of the sections of the *Agreement* or the University of Guam personnel policies and regulations that have been allegedly violated;
 - (3) a statement of what the grievant seeks as a remedy; and
 - (4) a request to meet with the Administrator being grieved to discuss the issues contained in the written statement.

The grievant shall also supply a copy of the written request to the Union President on the same day the Administrator receives the written request.

- b. Within five (5) business days of receipt of the written request for the formal meeting, the Administrator being grieved and the grievant shall meet.

- c. Within five (5) business days of the formal meeting, the Administrator being grieved shall send his or her written decision to the grievant.
 2. Step Two: Meeting with the Administrator's Supervisor
 - a. If the grievant does not receive the remedy that he or she requested at the Step One meeting, or does not receive an alternative remedy satisfactory to the grievant, then the grievant may, within five (5) business days of receiving the Step One decision, submit the written statement to the supervisor of the Administrator being grieved. This written statement shall include all of the information from the previous step.
 - b. The grievant and the Administrator's supervisor shall meet within five (5) business days of the supervisor's receipt of the written statement and discuss the issues raised.
 - c. The Administrator's supervisor shall not consider any new alleged violations or charges other than those presented at Step One.
 - d. Within five (5) business days of meeting with the grievant, the supervisor shall meet with the Administrator concerned to discuss the grievance.
 - e. After the meeting with the Administrator, the supervisor has five (5) business days to reply in writing to the grievant.
 - f. If the grievant does not receive the remedy that he or she requested, or does not receive an alternative remedy satisfactory to the grievant, then the grievant has the right to appeal to an ad hoc Grievance Hearing Committee.
 3. Step Three: Appeal to the ad hoc Grievance Hearing Committee
 - a. If the grievance has not been settled at Step Two, then within five (5) business days after the grievant's receipt of the written decision of the Administrator's supervisor, the grievant may appeal the decision by requesting a hearing by an ad hoc Grievance Hearing Committee by giving written notice to that effect in person or by registered or certified mail, directed to the President, the Administrator being grieved, and the Faculty Union President.

The ad hoc Grievance Hearing Committee shall consist of five (5) members, all of whom shall be selected from among all Administrators and tenured Faculty of the University. Members cannot be selected if they have a family relationship, as defined in the *RR&PM*, to either the grievant or the Administrator being grieved. Two (2) members shall be selected by the Faculty member and two (2) members shall be appointed by the Administrator being grieved. Those four (4) members will select the fifth member who shall be the Chair. Neither the affected Faculty member nor the President shall serve as a member of the ad hoc Grievance Hearing Committee.

- b. Process of the hearing
 - (1) The request shall be in writing to the President, stating the Faculty member's desire for a hearing, and include all of the information from each of the previous steps. The request shall be filed with the President, the Administrator being grieved and Faculty Union President.
 - (2) Within five (5) business days of receipt of the written request, the Faculty member will select two (2) members to serve on the Grievance Hearing Committee and the Administrator being grieved will select two (2) members to serve on the Grievance Hearing Committee. These names will be sent to the President.
 - (3) The President will notify the members of their selection within five (5) business days of their selection, after which the four (4) members will select the fifth member.
 - (4) Within five (5) business days of the selection of the fifth member, the Grievance Hearing Committee shall determine a time and place for the hearing and the Chair shall notify, in writing, both parties. The hearing must take place no later than ten (10) business days after the Grievance Hearing Committee notifies both parties, unless the Committee notifies all parties of an extension not to exceed ten (10) business days.
 - (5) The Grievance Hearing Committee shall conduct the hearing and issue a written decision within ten (10) business days of the date of the hearing to the grievant, the Administrator being grieved, the Faculty Union President, and the President.
- c. The Grievance Hearing Committee shall not consider any new alleged violations or charges other than those presented at Step One.

- d. If either party disputes the grievability of the issue, the Grievance Hearing Committee shall first determine whether the issue is indeed grievable. If the issue is not grievable, it shall be referred back to the parties without decision or recommendation on its merits.
- e. The decision of the Grievance Hearing Committee shall be final and binding upon the parties. There shall be no appeal from the Grievance Hearing Committee's decision by either party, if such decision is within the scope of the Grievance Hearing Committee's authority as described below:
 - (1) The final written decision of the Grievance Hearing Committee shall be limited to addressing the violation(s) listed in the Step One written request, and, with a supporting rationale, (a) granting the full relief requested, or (b) granting partial relief, or (c) denying the relief requested, or (d) granting an alternative relief that addresses the violation(s).
 - (2) The Grievance Hearing Committee shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this *Agreement* or University policy.
 - (3) The Grievance Hearing Committee's decision must be consistent with Guam law, the terms of this Agreement, and University policy.
 - (4) Within twenty (20) business days of receipt of the Committee's decision, if the grievant or the Administrator being grieved produces evidence that the Committee did not adhere to (2) or (3) above, or new evidence is now available that could have a substantial impact on the grievance, then either party may request, in writing, a reconsideration by the Committee. The Committee shall issue a decision within ten (10) business days of receiving the request for reconsideration. There shall be no further appeal.

The supervisor of the Administrator grieved shall ensure that all the terms of the decision are implemented, and the Faculty Union shall monitor implementation of the decision.

ARTICLE X

DISCIPLINARY ACTION INCLUDING ADVERSE ACTION

A. STATEMENT OF PURPOSE

This Article of the *Agreement* provides a formal framework for an equitable, expeditious, and systematic resolution of matters involving disciplinary action, including Adverse Action. The purpose of disciplinary action, including Adverse Action, by the Administration, is to recognize, address, and, if possible, correct inappropriate behavior.

The underlying principle in disciplinary cases is to ensure that the Faculty member is afforded procedural rights during the disciplinary action, including Adverse Action, and that the disciplinary action, including Adverse Action, by the Administration is for cause and is appropriate to the offense.

All parties, however, are encouraged to communicate and attempt to resolve the matter informally before, during, and after any formal disciplinary action procedure.

Nothing in this *Agreement* abrogates either party's right to pursue judicial remedies for resolving the disciplinary action after the process described in this Article is completed.

B. NOTICE TO FACULTY ABOUT ALLEGED INAPPROPRIATE BEHAVIOR

A Faculty member shall be provided an opportunity to explain his or her perspective before an Administrator begins any disciplinary or adverse action procedure for alleged inappropriate behavior.

When an Administrator receives information alleging that a Faculty member has behaved inappropriately, the Administrator will contact the Faculty member within five (5) business days. The Administrator and the affected Faculty member will then meet to discuss the allegation within five (5) business days from when the Administrator first contacted the Faculty member. This will be prior to any disciplinary or adverse action procedures being implemented, as described below in sections C and D of this Article. If the Faculty member does not respond within five (5) business days, then the Administrator shall move to an appropriate level of disciplinary action.

The requirement for notice in this section does not apply to egregious acts, such as threats or acts of violence.

C. LEVELS OF DISCIPLINARY ACTIONS INCLUDING ADVERSE ACTION

Disciplinary action shall be appropriate to the seriousness and nature of the offense, shall take into account the past record of the Faculty member, and shall be based on the model of progressive discipline. However, depending on the severity of the alleged offense, the appropriate Administrator may proceed to Level 2 or Level 3 of disciplinary actions. The following is a list of levels of disciplinary actions that the Dean/Director may pursue in addressing and correcting, if possible, inappropriate conduct in a reasonable manner:

1. Level One (no loss of pay or loss of job; not an Adverse Action)
 - a. an oral or a written warning (not placed in the Faculty member's Official Personnel File) about the possible consequences if the inappropriate behavior continues. Such a warning may include a recommendation to seek counseling and/or a request to provide a development plan to correct the inappropriate behavior, and/or a restriction of privileges; and/or
 - b. a written warning, placed in the Faculty member's Official Personnel File, about the possible consequences if the inappropriate behavior continues. Such a warning may include a recommendation to seek counseling and/or a request to provide a development plan to correct the inappropriate behavior, and/or a restriction of privileges; and/or
 - c. a letter of reprimand placed in the Faculty member's Official Personnel File; this is a formal expression of institutional rebuke, conveyed by the Dean/Director. Such a letter may include a recommendation to seek counseling and/or a requirement to provide a development plan to correct the inappropriate behavior, and/or a restriction of privileges.
2. Level Two (loss of pay; an Adverse Action)
 - a. loss of pay; and/or
 - b. suspension without pay; and/or
 - c. loss of step; and/or
 - d. demotion in rank
3. Level Three (loss of job; an Adverse Action)

The disciplinary action at this level is dismissal from employment at the University of Guam.

The President of the University has sole authority to dismiss any tenured or non-tenured Faculty member. In all cases where dismissal is being considered, the President shall consult with the Faculty Union President prior to dismissing any member of the Faculty.

Termination due to failure to be granted reappointment, or due to failure to be granted tenure by the end of the sixth academic year, or due to expiration of a limited-term contract is not an adverse action as defined in Article X herein.

Disciplinary actions such as letters of reprimand, which the Administration can issue but which do not involve Adverse Actions as defined in Article X herein, may be subjects of a grievance as provided for in Article IX herein. If such action is grieved, the Human Resources Office must establish and maintain the disciplinary action files separate from the Official Personnel Files of the parties involved. Only the Faculty member or designee, the Union President or designee, and the Administration shall have access to the disciplinary action file.

If the disciplinary action is upheld, then the Human Resources Office shall, within seven (7) days of receipt of the final decision, add the disciplinary action to the Faculty member's Official Personnel File.

If disciplinary action is not upheld, then the Human Resources Office shall, within seven (7) days of receipt of the final decision, certify the expungement of the disciplinary action.

D. DEFINITIONS OF ADVERSE ACTION

1. Adverse action means the suspension, demotion or dismissal of a Faculty member for causes outlined in section E of this Article.
2. Suspension means the temporary removal of a Faculty member from his or her position with loss of pay as a disciplinary measure.
3. Demotion means the involuntary reduction of a Faculty member's Rank or the involuntary reduction of a Faculty member's salary steps within the same Rank as a disciplinary measure.
4. Dismissal means the termination of a Faculty member from his or her position for cause.

E. AUTHORIZED CAUSES FOR DISCIPLINARY ACTION INCLUDING ADVERSE ACTION

Authorized causes for disciplinary action, including adverse action, against a Faculty member shall be limited to the following:

1. fraud in securing appointment, promotion, or tenure;
2. misconduct in research as defined in the UOG *RR&PM*;
3. demonstrated incompetence in his or her academic discipline, work performance, or employment;
4. inexcusable neglect of duty related to work performance or employment;

5. willful dishonesty related to work performance or employment;
6. inexcusable absence without approved leave;
7. insubordination, which means willful failure to obey a direct, legitimate order from an Administrator in the Faculty member's direct supervisory chain;
8. intoxication or illegal drug use while on campus;
9. addiction to the use of illegal drugs;
10. conviction of a misdemeanor involving moral turpitude;
11. conviction of a felony;
12. insulting, rude, or belligerent treatment of the public, students, or other University employees;
13. misuse of government property in violation of law, rules, or regulations;
14. other gross personal misconduct, either during or outside duty hours, that is of such a nature that it causes discredit to the University;
15. illegal job action as defined in the Public Employee-Management Relations Act of Guam (PEMRA);
16. consumption of alcohol on campus without prior approval from appropriate authority;
17. sexual misconduct as defined in the University EEO policy;
18. violation of any provision of the contract and or any provision of the University policy, rules and regulations.

F. PROCEDURES

1. Each Faculty member is entitled to the following procedural rights during Adverse Action proceedings:
 - a. the right to be notified of the charges, and to be supplied with a copy of any documents and investigation reports that involve the charges;
 - b. the right to have a representative in any interview the Administration might hold with the Faculty member to investigate a possible discipline charge against a Faculty member;

- c. the right to have, and be present at, a fair hearing by the Adjudication Committee;
- d. the right to representation at any formal hearing;
- e. the right to confront accusers; and
- f. the right to answer the charges and present evidence and witnesses.

2. Representation Rights During the Adverse Action Procedures

- a. At each step of the adverse action procedures, the Union President shall be notified, in writing, of all adverse action proceedings. The Union President, or designee, shall have the right to attend all adverse action proceedings.
- b. At each step of the adverse action proceedings, the Faculty member shall have the right to designate an advisor (or Union representative) of his or her choice who may be present to consult with, advise, and speak for the Faculty member.
- c. At each step of the adverse action proceedings, either party retains the right to representation by legal counsel.

3. Prohibition on Faculty Representing the Administration During Disciplinary Action Procedures

Under this *Agreement*, all full-time Faculty are covered as members of the bargaining unit. Therefore, a full-time Faculty member cannot serve in any capacity as an Administrator's advisor during the adverse action procedure.

4. Timelines

For purposes of this Article, "day" shall mean calendar day. The day after an event or the day following receipt of any official correspondence filed in relation to an adverse action, shall be considered the first day of the next indicated timeline.

At any level of the Adverse Action procedure, and prior to the expiration of any timeline, both parties may, by mutual written agreement, stipulate to extend any timeline prescribed in the Adverse Action procedure. The written agreement shall stipulate the new extension, and a copy of the agreement shall be sent to the Union President and the Human Resources Office.

5. Delivery of Official Correspondence

All official correspondence and documents filed in accordance with the disciplinary action procedure shall be delivered to the designated recipient or stamped 'received' by the respective office staff. A receipted copy will be returned to the originator.

If a recipient is unavailable at the time of delivery, the official correspondence or documents may be given to the recipient by registered mail, using the address on file in the Human Resources Office, by official UOG email, or to the recipient's designated representative. Service by mail shall be deemed accomplished on the date of the postmark, and service by email shall be deemed accomplished according to confirmation of transmittal.

6. Adverse Action Files at the Human Resources Office

The Human Resources Office must establish and maintain the adverse action files separate from the Personnel Files of the parties involved. Only the Faculty member or designee, the Faculty Union President or designee, and the Administration shall have access to the adverse action file.

If the adverse action is implemented, then the Human Resources Office shall, within seven (7) days of implementation, add the adverse action to the Faculty member's Official Personnel File.

If the adverse action is modified by the Adjudication Committee, then the Human Resources Office shall, within seven (7) days of receipt of the final decision, replace the original adverse action with the modified adverse action in the Faculty member's Official Personnel File.

If the adverse action is revoked by the Adjudication Committee, then the Human Resources Office shall, within seven (7) days of receipt of the final decision, destroy the adverse action file or purge the Faculty member's Official Personnel File of the adverse action.

7. Requesting Information

One party may possess relevant information that the other party may need to investigate and process the adverse action or the appeal of the adverse action. If either party requests such information in writing (and if the information sought is not confidential as defined by Guam statute or Federal law), the other party shall, absent extraordinary circumstances, provide the requested information within seven (7) days at the current duplication costs.

8. Adverse Action Procedures

a. Notice of Proposed Adverse Action

A Faculty member against whom adverse action is sought is entitled to written notice stating any and all causes, with the bases of specific charges expressed in detail, for the proposed action.

b. Faculty Member's Answer

A Faculty member is entitled to twenty (20) days for answering charges in a notice of proposed adverse action and for furnishing affidavits in support of his or her answer.

If the Faculty member fails to answer within twenty (20) days of receipt of the adverse action notice, the charges will be deemed admitted and the Faculty member shall forfeit the right to answer.

If the Faculty member answers, the President shall consider his or her answer in reaching a decision.

The Faculty member may answer orally or in writing or both. The right to answer personally includes the right to answer orally in person by being given a reasonable opportunity to make any representations which the Faculty member believes might sway the final decision in the case, but does not include the right to a trial or formal hearing with examinations of witnesses.

When the Faculty member requests, in writing, an opportunity to answer personally, the President shall meet with the Faculty member to hear his or her answer.

c. Duty Status During Notice Period

A Faculty member against whom adverse action is proposed is entitled to be retained in an active duty status during the notice period.

However, when circumstances are such that the retention of the Faculty member in active duty in his or her position may result in damage to University property or may be detrimental to the interests or operations of the University or injurious to the Faculty member, fellow workers, or the general public, the President may temporarily assign the Faculty member to duties in which these conditions will not exist or place him or her on suspension with pay.

d. Notice of Adverse Action

The Faculty member is entitled to notice of the President's decision at the earliest practicable date but no later than twenty (20) days following the due date of the Faculty member's response.

The University shall deliver the notice of decision to the Faculty member at or before the time the action will be made effective. The notice shall be in writing, be dated, inform the Faculty member of the specific statement of the charges upon which such action is based, inform the Faculty member of his or her right to appeal, and inform him or her of the time limit within which an appeal may be submitted, all as provided in Article X, section D, subsection 11, of this *Agreement*.

The Adverse Action is effective the date of the Notice of Adverse Action. Implementation of the adverse action decision, from its effective date, is subject to the provisions in Article X, section D, subsection 12, of this *Agreement*.

9. Appeals of Adverse Action

This section sets forth procedures to provide a simple, orderly method through which a Faculty member may seek prompt reconsideration of an adverse action against him or her.

a. Definitions

- (1) Appeal means a request by a Faculty member for reconsideration of an adverse action against him or her.
- (2) Original Adverse Action means an adverse action by the University against a Faculty member as defined in Article X, section D, subsection 1, of this *Agreement*.
- (3) "Day" shall mean calendar day.
- (4) Adjudication Committee means the constituted ad hoc body to hear and adjudicate adverse action appeals.

The Adjudication Committee shall consist of five (5) members, all of whom shall be selected from among all Administrators and tenured Faculty of the University. Two (2) members shall be selected by the affected Faculty member and two (2) members shall be appointed by the President. Those four (4) members will select the fifth member who shall be the Chair. Members cannot be selected if they have a family relationship, as defined in the *RR&PM*, to either the President or the affected Faculty member. Neither the affected Faculty member nor the President shall serve as a member of the Adjudication Committee.

b. The Appeal

(1) Right to Appeal or Terminate Appeal

- (a) Any full-time Faculty member is entitled to appeal an adverse action.
- (b) A regular contract Faculty member occupying a permanent position with the University is entitled to appeal adverse actions imposed during the term of his or her contract. Non-renewal of contract is not considered an adverse action and is not subject to appeal.
- (c) The Faculty member may terminate his or her appeal at any time before the President's final decision and the request for termination shall be honored by the Administration.

(2) Process of Appeal

- (a) An appeal shall be in writing stating the Faculty member's desire for adjudication and it shall be filed with the President within seven (7) days of the date of the Notice of Adverse Action.
- (b) Within seven (7) days of the President's receipt of the written appeal, the Faculty member will select two (2) members of the Adjudication Committee and the President will appoint two (2) members of the Adjudication Committee.
- (c) Within seven (7) days of their selection/appointment, the four (4) members will select the fifth member.

- (d) Within seven (7) days of the selection of the fifth member, the Adjudication Committee shall determine a time and place for the hearing and shall notify, in writing, both parties. The hearing must take place no earlier than fourteen (14) days after the Committee notifies both parties, unless otherwise agreed to in writing.
 - (e) The Adjudication Committee shall conduct the hearing and issue a written decision to both parties within sixty (60) days of the date of the Notice of Adverse Action. In the event the sixtieth day falls on a holiday or a weekend, the next working day shall be considered the sixtieth day.
- (3) Basis of Appeal and Rebuttal

- (a) Within fourteen (14) days of filing the appeal, the Faculty member shall submit to the Committee a written statement that sets forth clearly the basis of the appeal, stating all relevant facts pertaining to the issues raised in the appeal and specifying the statutes, rules and regulations, if any, upon which the Faculty member relies.

Absent extraordinary circumstances, if the written statement is not submitted on or before the expiration of the fourteen (14) day period, the Faculty member shall forfeit appeal rights, and the adverse action shall be implemented.

- (b) The Committee shall immediately provide the President with a copy of the Faculty member's written statement.
- (c) The President shall within fourteen (14) days after receipt of the Faculty member's written statement, forward to the Adjudication Committee the Administration's statement of defense. The Administration's statement of defense shall contain objections to any or all issues raised by the appeal, objections to the form of the appeal, the Administration's view of the facts, a rebuttal to any matter raised in the appeal, a description of testimonial and/or documentary evidence upon which the Administration will rely in its defense of the appeal.

A statement of defense shall be deemed a specific denial of all aspects of the appeal not expressly admitted. All objections as to the form of the appeal shall be deemed waived, unless objected to as provided herein.

Absent extraordinary circumstances, if a statement of defense is not submitted on or before the expiration of the fourteen (14) day period, the Administration shall forfeit defense rights, and the adverse action shall be revoked.

- (d) The Committee shall immediately provide the Faculty member with a copy of the Administration's statement of defense.

(4) Presentation of Appeal

In presenting an appeal, a Faculty member shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal and shall have the right to be accompanied, represented, and advised by a representative of his or her own choosing.

If the Faculty member designates a representative, the representative shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

c. Hearing Procedures before the Adjudication Committee

- (1) The Adjudication Committee shall keep minutes of its procedures and maintain records of the hearing. The record of hearing shall contain a summary of all testimony presented and copies of all documents submitted to the Committee.
- (2) Each party shall have the following rights: the right to counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though the matter may not have been covered in the direct examination; to impeach any witness and to rebut the evidence against him or her. It shall be the right of the Faculty member to decide if the hearing shall be open or closed to the public.
- (3) The Faculty member shall first present his or her case by calling witnesses and offering evidence. The Administration shall then present its defense and any rebuttal to the Faculty member's case. The Faculty member may then rebut the Administration's defense. Summation by each side then follows in the same order.

The burden of proof is on the Administration.

The hearing need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule of evidence. Irrelevant and unduly repetitious evidence shall be excluded.

- (4) Within sixty (60) days after the date of the Notice of Adverse Action, the Adjudication Committee shall deliver its written recommendation for action to the Faculty member, the Union President, and the President. The recommendation for action shall be based on the preponderance of evidence; shall be in writing; and shall contain findings of fact, a determination of the issues and defenses presented, and remedial action to be taken, if any. The Adjudication Committee shall recommend sustaining, modifying or revoking the adverse action. One copy of the record of hearing shall be provided to the Faculty member, the Union President, and the President.

d. Decision of the President

Following receipt and review of the Adjudication Committee's recommendation, the President shall sustain, modify or revoke the adverse action against the Faculty member. The decision of the President is final and there is no further right of administrative appeal. The President's final written decision shall be made within seven (7) days after receipt of the Adjudication Committee's recommendation. One copy of the President's final decision shall be provided to both the Faculty member and the Union President.

e. Death of the Faculty member

When an appeal is properly filed before the death of the Faculty member, the Adjudication Committee and President shall process it to completion.

10. Effective date of implementation of Adverse Actions

- a. If the adverse action is for suspension without pay for five (5) days or less, or for demotion of two (2) pay steps or less, the adverse action shall be implemented on the effective date of the final Notice of Adverse Action. The Faculty member may then appeal the adverse action following the procedures outlined in this Article.
- b. If the adverse action is for anything else, the implementation date shall be sixty (60) days after the effective date of the final Notice of Adverse Action, or on the date of the final decision by the President, whichever is earlier.

- c. If a Notice of Proposed Adverse Action is issued against a nine-month Faculty member or a twelve-month Faculty member on approved leave at a time when it is not possible to communicate with or contact the Faculty member, the Administration may continue the adverse action process through the final Notice of Adverse Action. The Administration shall place the Notice of Adverse Action in an adverse action file in the Human Resources Office as provided for in this Article and shall be effective as of that date.

However, implementation of the adverse action against the Faculty member shall be suspended until one of the following events occurs, whichever is first: (1) the Faculty member is contacted by or communicates with the Administration or (2) the first day of the next regular semester or (3) the Faculty member returns from approved leave. At such time, the timelines for the process of appeal shall be reactivated and commenced as of that date.

- d. If a Notice of Proposed Adverse Action is issued against a nine-month Faculty member or a twelve-month Faculty member who is absent without approved leave at a time when it is not possible to communicate with or contact the Faculty member, the Administration may continue the adverse action process through the final Notice of Adverse Action. The Administration shall place the Notice of Adverse Action in both the adverse action file and the Official Personnel File in the Human Resources Office as provided for in this Article. The adverse action shall be effective and implemented as of that date.

ARTICLE XI

RECRUITMENT, LAYOFFS, AND RECALL

A. FACULTY RECRUITMENT

Recruitment is a mutual concern of all in the University community. The Administration shall give serious consideration to recommendations from the Division(s) or Other Assigned Area(s) concerned when filling a Faculty vacancy.

No tenure-track or non-tenure-track full-time Faculty position can be filled unless a search is conducted according to the procedures in this Article.

1. Formation of Search Committees

Search Committees for Faculty positions shall be established in the following manner:

- a. The Dean/Director shall request approval from the Senior Vice President to fill a vacancy.
- b. Upon approval, the Dean/Director shall request that the Division or Other Assigned Area forward names of full-time Faculty members to serve on the search committee.
- c. The Division or Other Assigned Area will then elect from three (3) to five (5) members (the exact number is left up to the Faculty) from all the full-time Faculty members of the Division or Other Assigned Area. The Division or Other Assigned Area will forward the names of the selected individuals to the Dean/Director.
- d. The Dean/Director shall appoint these Faculty members to the Search Committee. The Dean/Director may also appoint up to two (2) additional full-time Faculty members. The Dean/Director shall then convene the Search Committee and appoint the Committee Chair from the elected members.
- e. In fulfilling its Faculty recruitment responsibilities, the Search Committee shall invite all full-time Faculty members in the Division or Other Assigned Area to have input into the process. The Search Committee shall establish criteria for selection with the concurrence of the Dean/Director and the Senior Vice President. The criteria shall be in accordance with University-wide and College-wide standards and the University's policy on nondiscrimination and affirmative action.

The person/committee who initiated the original appointment may remove a committee member for just cause.

2. Length of service for non-tenure-track, full-time Faculty

After three (3) years of satisfactory annual performance reviews, non-tenure track Faculty will undergo the University-approved reappointment review. If the review is satisfactory, the Faculty is then reappointed for an additional two (2) years. The Dean may grant an additional five (5) years for a total of ten years of consecutive service. After ten (10) years, a new search must be held to fill the position.

This provision only applies to full-time Faculty positions funded by Guam legislative appropriations to the University of Guam.

3. Emergency-hire Faculty

In the event of an unexpected vacancy in a Faculty position (due to, for example, death, sudden resignation or retirement, or serious illness, or absence without approved leave), the Dean/Director shall first attempt to reassign duties to other Faculty in the program.

If it is not possible to reassign duties to other Faculty in the program, the Dean/Director may recommend a candidate for an emergency full-time hire to the Senior Vice President and the President. Such an emergency hire may be conducted without going through the search process described in this Article. The employment period of the emergency-hire Faculty shall be for a term no longer than the completion of the calendar year in which the vacancy occurred.

4. Advance notice of salary schedule and fringe benefits

Newly recruited Faculty members shall be given notice of the salary schedule and fringe benefits in advance of being expected to sign the initial employment contract. Following the receipt of the signed contracts, the Human Resources Office shall send to the Faculty Union a copy of the names and addresses of the new Faculty members.

B. FACULTY LAYOFFS

The Board recognizes that laying off Faculty is a most serious separation step for an institution of higher learning. It may be necessary to lay off a Faculty member because of a bona fide financial exigency as specified below.

Faculty layoffs shall only be taken as a final step in an orderly planned consultative process. No Faculty layoffs shall take place until all other reasonable cost-saving measures have been exhausted, and until after a total freeze on the hiring of any personnel to fill any newly created University positions has been in place for at least six (6) months. This hiring freeze only applies to positions funded by Guam legislative appropriations to the University of Guam.

To this end, different processes and procedures shall apply, according to the nature and reason for the layoff.

1. Layoff due to financial exigency

After the Board has declared that a layoff of Faculty members is necessary due to a bona fide financial exigency, the Administration shall consult with Faculty members of the affected Division or Other Assigned Area and with the Union.

In determining which Faculty member's employment to discontinue for reasons of financial exigency, a multi-level review process shall be used. The first level of review shall focus on the single criterion of programmatic needs. Once this review has identified the program areas to be eliminated or cut-back, the final selection of layoffs shall be undertaken by the Administration. Once programmatic needs have been established, preference for retention shall be given to those holding tenured positions, starting at the rank of Professor. Part-time Faculty, or non-tenured Faculty, or both, shall be released first.

In making this determination on layoff, the Administration shall actively solicit recommendations from the various Faculty Divisions or Other Assigned Areas and organizations of the University including the Union and shall give due consideration to all recommendations. Such recommendations shall be transmitted in writing to the President within forty-five (45) business days of notice of impending layoffs.

2. Layoff procedures

Before any layoff is declared, the Administration, supported by affected Faculty members and the Union, shall make a documented and demonstrated effort to locate appropriate, alternative, or equivalent employment within the University for those Faculty members subject to layoff. Written notice of these efforts shall be shared with the affected Faculty members and with the Union. Once programmatic needs have been established, preference for retention shall be given to those holding tenured positions, starting at the rank of Professor. Part-time Faculty, or non-tenured Faculty, or both shall be released first.

No full-time Faculty members shall be laid off unless and until the alternatives below have been considered, and if deemed feasible, implemented:

- a. Shared load between Divisions or Other Assigned Areas;

- b. Reassignment to another Division or Other Assigned Area, but only after consultation with the affected Faculty member and with the Division or Other Assigned Area to which the Faculty member may be reassigned, taking into consideration educational, research, and programmatic concerns and the Faculty member's professional training and experience;
- c. Supplementation of assigned duties with alternative duties;
- d. Transfer to a vacant position (but only with the consent of a majority of Faculty members of the Division or Other Assigned Area wherein there is the vacant position);
- e. Reduced appointment;
- f. Negotiated separation package;
- g. Early retirement.

Faculty members who are to be laid off shall be given at least one (1) year's notice. The Administration shall make every reasonable effort to find appropriate employment for the laid off Faculty member outside the University.

3. Special Circumstances for extramurally funded Faculty

In any University there are always Faculty members whose circumstances of employment merit special consideration such as those funded extramurally. In regards to layoff, such cases will be considered individually in consultation with the Union.

4. Ad Hoc Special Appeals Committee

Appeals of specific layoff decisions may be filed by the affected Faculty member(s) with an ad hoc Special Appeals Committee. The committee shall consist of three (3) members, all of whom shall be selected from among Administrators and all tenured Faculty of the University. One (1) member shall be selected by the Faculty member and one (1) member shall be appointed by the President. Those two (2) members will select the third member who shall be the Chair. Neither the affected Faculty member nor the President shall serve as a member of the ad hoc Special Appeals Committee.

The committee shall conduct a hearing within ten (10) business days of receiving the appeal, and shall give a decision within five (5) business days of that hearing.

Appeals of the Special Appeals Committee decision by either party will be heard by the Board of Regents. Any appeal must be filed in, writing, to the Executive Secretary of the BOR within ten (10) business days of the receipt of the decision of the Special Appeals Committee. The appeal shall be heard by the Board of Regents no later than at the next regularly scheduled meeting occurring ten (10) or more business days after the appeal is filed. All appeals shall be in writing and shall be restricted to the proposed implementation of the decisions of the Board of Regents. The Union shall be notified of the time and place of any hearing and may attend.

C. FACULTY RECALL

1. The Administration shall compile and keep current a list of Faculty members who have been laid off, the layoff date, and addresses. Names will remain on the list for a period of three (3) years. Laid off Faculty members shall be responsible for providing timely information as to their whereabouts and availability in order to keep files up to date.
2. Promotion and tenure timelines shall be suspended for up to three (3) years for Faculty terminated by reason of layoff.
3. If positions become available within three (3) years of the lay off actions, eligible Faculty members who were laid off will have first priority for recall in reverse order of lay off, so long as this can be accomplished while accommodating the University's programmatic needs. These Faculty members shall be so notified by registered letter sent to their last known address. In order to exercise this right of recall, the Faculty member must be available within one year. Recall rights shall expire three (3) years from the date of lay off or upon failure to accept an offer of recall made within the three-year period.
4. In all cases of layoff of Faculty members for reasons described in this Article, the position of the Faculty member laid off shall not be filled by a replacement unless:
 - a. the laid off Faculty member has been offered reinstatement and has failed to accept within thirty (30) business days of receipt of such an offer; or
 - b. after mailing the offer of reinstatement, the Administration receives an official notice of undeliverability of the letter within thirty (30) business days of the mailing; or
 - c. the laid off Faculty member declines to accept the offer of reinstatement.

5. No retraining of returning Faculty members or upgrading of Faculty skills can be required by the University without the written approval of the Faculty member. Should such approval be given, the Board of Regents shall give due consideration to Faculty member requests for training in the awarding of Government of Guam student financial aid.

D. SPECIAL ISSUES

If a special issue arises that would affect the continuous employment of tenured Faculty, the Administration will provide ninety (90) business days notice to the Faculty Union of such intent to implement.

The Administration and the Faculty Union will immediately commence negotiations as to the impact and implementation of such change. If agreement by both parties is not reached through negotiations, another ninety (90) business days will be given as notice. During this second period of ninety (90) business days, efforts will continue to obtain an Impact and Implementation agreement.

Upon the completion of the one-hundred eighty (180) business days, absent an agreement, management may proceed with implementation.

ARTICLE XII

SAVINGS CLAUSE, FORCE MAJEURE CLAUSE,
AND INTEGRATION OF THE *AGREEMENT* WITH UNIVERSITY POLICY

A. SAVINGS CLAUSE

In the event any portion of this *Agreement*, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction, all other items, conditions, and provisions of this *Agreement* shall remain in full force and effect to the same extent as if that portion had never been incorporated in this *Agreement*, and in such event the remainder of this *Agreement* shall continue to be binding upon the parties thereto.

B. FORCE MAJEURE CLAUSE

It may happen that a portion of this *Agreement*, in whole or in part, cannot be implemented or upheld as the result of the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans, and without human intervention, which is of such character that it could not have been prevented, or avoided by foresight or prudence. Such forces of nature include, but are not limited to, wars, civil insurrection, earthquakes, typhoons, and sudden illness or death of a person. In these cases, the *Agreement* still applies, but timelines may be altered by the circumstances.

C. INTEGRATION OF THE *AGREEMENT* WITH UNIVERSITY POLICY, RULE, REGULATION, GUIDELINE, OR PRACTICE

For the life of this *Agreement*, the *Agreement* shall prevail over all University policies, practices, rules, regulations, or guidelines, whether written or unwritten, and over any policy, practice, rule, regulation, or guideline, whether written or unwritten, of any component of the University.

1. Policy, rule, regulation, guideline, or practice not covered by the *Agreement*

The Board and the Union agree that there is a body of written policy, rule, etc., and written interpretation of those policies, rules, etc., governing administrative decisions concerning wages, hours, or working conditions that this *Agreement* may not cover. In the event of a conflict of any University policies, rules, etc., with this *Agreement*, the *Agreement* shall prevail.

2. Policy, rule, regulation, guideline, or practice not in conflict with the *Agreement*

Any University policies, rules, etc., that do not conflict with this *Agreement* may be either continued for the term of this *Agreement* or changed or eliminated.

If changed or eliminated, however, the Union, as the exclusive bargaining agent of the Faculty, must be consulted in ample time to review the policy, rule, etc., and advise the Administration before the policy, rule, etc., goes into effect or is discontinued. Representatives of the Administration will meet and consult with Union representatives and shall give serious consideration to their views of the matter under discussion. For the life of this *Agreement*, no new policies, rules, etc., of the University shall be created that conflict with the provisions of this *Agreement*.

3. Practices

Concerning practices, if the Administration decides to establish or rely upon a specific practice in making a discretionary decision concerning wages, hours, and/or working conditions, the Union, as the exclusive bargaining agent of the Faculty, must receive notification to that effect. Representatives of the Administration will meet and consult with Union representatives and shall give serious consideration to their views of the matter under discussion.

D. ALTERING, AMENDING, SUPPLEMENTING, ENLARGING, OR MODIFYING THE *AGREEMENT*

Both parties for the lifetime of this *Agreement*, agree that they shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this *Agreement*, unless the Board and the Union mutually agree in writing to alter, amend, supplement, enlarge or modify any of its provisions.

No labor-management contract is able to cover every contingency. Therefore, both parties agree to allow the formulation of Memorandums of Understanding to address contingencies as they arise. Due to the unique nature of University life, and following a ten (10) business day notice and comment period from the parties to this *Agreement*, only the President and the UOG Faculty Union President can sign Memorandums of Understanding.

In addition, either party (the President or Union President) may convene an ad hoc *Agreement* Implementation Committee (AIC) that includes at least one (1) other member from each of the Administration's and Union's negotiating teams for this *Agreement*. The main role and purpose of the ad hoc *Agreement* Implementation Committee will be to clarify the intent of the *Agreement* and, if necessary, to recommend resolution of disputes over interpretation of the *Agreement* via a Memorandum of Understanding as described in this Article.

E. DISCLAIMER REGARDING ACCESS TO FILES

Pursuant to the terms and conditions in this collective bargaining agreement, the Administration is obligated and authorized to provide access to specific files and to disclose and release information contained therein to authorized members of the Faculty Union. In fulfilling such obligation, the University of Guam shall not be held liable by the members of the collective bargaining unit.

F. ECONOMIC IMPACT

The Board and the Union recognize that implementation of this *Agreement* has an economic impact. In the continuing spirit of collegiality and good faith, the Union and the Administration will consult to alleviate any possible negative economic impact that may arise regarding implementation of this *Agreement*.

ARTICLE XIII

IMPLEMENTATION

The intent of Interest-Based Bargaining is to create a permanent collaborative relationship between the University's Faculty and the Administration. Therefore, the Board and the Faculty Union recognize that the spirit of this *Agreement* calls for a serious collaborative effort to work out issues that will arise in the implementation of this *Agreement*.

The following issues have been identified for further study and consultation in accordance with University practice for the review of new and revised policies/procedures, affecting faculty compensation.

Each of the issues identified below will be addressed by Workgroups of faculty and administrators to conduct such a review. The time frame of the Workgroups' studies, report of findings, and consultation is AY2018-19. By May 2019, the Negotiating Team of Union and Administration representatives will reconvene to review the Workgroups' findings and recommendations.

A. ISSUES RELATED TO CFES AND SPECIFICATION OF CFES EVALUATIVE CRITERIA FOR INCREMENT REVIEW, PROMOTION, AND TENURE

The University of Guam Comprehensive Faculty Evaluation System has been in place for more than 15 years. CFES has been identified for review in order to conform to the interests of faculty and administration with regard to the award of faculty annual increments and promotion and tenure decisions. More flexible models for faculty workload assignments and evaluations have been proposed. The CFES Workgroup is charged with considering the use of such models and the validity of faculty evaluation criteria, specifically the use of student evaluations.

The Standing Committee on Faculty Excellence of the Faculty Senate will develop criteria for recognizing excellence to qualify a Faculty at the rank of Professor/Extension Specialist for compensation above Step 20.

B. ISSUES RELATED TO FACULTY COMPENSATION

Faculty are compensated for CFES work plans at 1.0 FTE. These work plans represent agreements between faculty and Deans/Directors for an annual plan of work covering endeavors in instruction, research/scholarship, service, extension, and library, as appropriate. Additional compensation may be afforded to faculty for endeavors up to 1.5 FTE. This additional compensation (.50 FTE) is considered an overload and rates may vary depending upon the source of funding, the nature of the assignment, and the faculty's rank/step on the faculty salary scale, among others. The Faculty Salary Committee will address issues involving overload compensation to clarify the terms and conditions for such compensation.

The Faculty Salary Committee will consider compensation for Directors of Marine Laboratory and WERI comparable to an administrative position.

The Faculty Salary Committee will develop salary calculations for the rank of Professor/ Extension Specialist above Step 20.

C. ISSUES RELATED TO THE FEASIBILITY OF, AND PREPARATION FOR, A TRANSITION FROM DIVISION CHAIRS (ARTICLE IV, SECTION F)

The Dean's Council will outline a feasibility study which includes faculty training to perform administrative functions. The Dean's Council must also address the implications and practicality of faculty performing administrative functions while retaining faculty assignments. Further, the study must address the organizational and financial feasibilities of the duties proposed. The following section provides a basis for this study.

ELECTION AND DUTIES OF DEPARTMENT CHAIRS IN COLLEGES AND SCHOOLS

The creation of the Department Chair position is to encourage, and build capacity among, faculty to advance to administrative roles. This will also serve to increase faculty awareness and understanding, and communication with, University administration. Further, it will provide documented experience in administrative roles.

Department Chairs, for their term of service, shall be considered Administrators, though they will continue with their faculty endeavors. Thus, involvement in Faculty Union activities is not allowed during their term as Chair, but they retain full retreat rights and Union protection in the context of their roles as faculty. In addition, time served as Administrator will count toward promotion in rank. Department Chairs may apply for promotion during their term of service.

Department Chairs will continue under the University-approved CFES. Their annual CFES Plan of Work will be as follows: 50% primary endeavor as faculty; 45% secondary endeavor as administrative service; 5% tertiary endeavor.

1. Eligibility and election

All Colleges and Schools shall be divided into Departments. Departments shall have a Department Chair who is elected by a majority vote of the full-time Faculty members of the Department, including the Chair. All Chairs must be tenured Faculty members of the Department.

Each Department shall hold its election for Chair prior to the end of the Fañomnakan semester in even numbered years, and the Chair shall take office on the first day of the following Fanuchanan Semester.

2. Term of office

The Department Chair's term of office shall be two years, with the possibility of running for one additional consecutive term. After serving two consecutive terms as

Department Chair, that faculty member is then ineligible to serve as Chair for at least two years, after which they are again eligible to serve for Department Chair.

3. Acting Department Chair

At no time shall the office of Department Chair remain vacant.

When a Department Chair is unable to fulfill his or her duties for a short-term period of up to four (4) weeks, he or she shall designate another tenured or tenure-track Faculty member as Acting Department Chair, subject to the Dean's approval of the leave. The Acting Department Chair must be a member of the same Department.

The Acting Chair will have no supervisory duties; these duties will revert to the Dean.

4. Election of Department Chair to Fill a Vacancy

When a Department Chair is unable to fulfill his or her duties beyond four weeks, then the position is declared to be vacant. A new Department Chair shall be elected within fifteen (15) business days, and shall serve the remainder of the uncompleted term.

5. Administrative role, compensation, and duties

The Department Chair provides leadership to the Faculty for the improvement of faculty endeavors. In addition, the Department Chair will review and evaluate all full-time faculty's CFES endeavors and forward their recommendations to the Dean or Associate Dean. The Dean shall have the final word on all evaluation decisions. The Department Chair's duty is to serve as the elected leader and representative of the Department Faculty. All Department Chairs are accountable to their Dean.

Compensation of Department Chairs will be calculated on increasing their base salary to 11 months if they are 9-month faculty or a 20% increase in pay if they are 12-month faculty. In addition, load allocations for the work of Department Chair may be negotiated with the Dean.

An eleventh-month Department Chair shall begin his or her duties one month prior to the beginning of the academic year and end one month after the end of the academic year.

The Department Chair has the authority to make recommendations regarding faculty evaluations and assigning workloads. The Department Chair has no authority to make final decisions regarding hiring, transferring, suspending, promoting, or disciplining any Faculty member of the Department. Department Chairs can, however, consult with their Deans regarding each of the issues listed above. Department Chairs do not have access to faculty personnel files.

The administrative duties of the Chair shall be as follows:

- a. Hold and direct meetings of the Department at least once a month during the Academic Year. The regular schedule for these meetings shall be set at the beginning of each semester. The schedule shall be set to allow all Faculty members to attend during business days. A tentative agenda for each meeting shall be distributed at least two (2) business days prior to each meeting. Copies of the minutes shall be provided to Department Faculty and the Dean. The latest edition of *Roberts Rules of Order* shall be used at Department meetings as the Parliamentary procedure.
- b. Represent the ideas, needs, and recommendations of the Department to the Dean, and for conveying information and requirements from the Dean to the members of the Department, on a continuous basis.
- c. Represent the Department on the College's Academic Affairs Committee and be responsible for informing the Department membership of all actions of the Academic Affairs Committee relevant to that Department on a continuous basis.
- d. Coordinate preparation of the Department class schedule with the Faculty and each individual Department member's load assignments that are consistent with the scheduling criteria of the College/School and the University, conferring with Faculty in each program about their respective schedules. Submit these documents as recommendations to the Dean on or before the dates established by the coordinated College/School and University schedules.
- e. Coordinate initial incoming student advisement during intersessions.
- f. Confer with the Department members regarding overloads and hiring of part-time Faculty. He or she shall then provide the Dean with the Department's recommendations at the appropriate or scheduled times.
- g. Monitor the ordering and receipt of textbooks with the Department staff, after receiving Department member's requests, for all classes offered by full- or part-time Faculty of the Department, on or before the date established by the Academic/Administrative Calendar.
- h. Convey recommendations to the Academic Affairs Committee regarding curriculum changes or modifications requested by the Department. Review for accuracy the drafts of Department programs in the University Undergraduate Catalog and (if applicable) in the Graduate Bulletin, and assist as needed in periodic reviews of the on-line catalog.
- i. Monitor preparation of Program Reviews within the Department.
- j. Facilitate the activities of the Department with respect to priorities, deadlines,

and available resources.

- k. Facilitate resolution of Faculty/student disputes in accordance with the *Student Handbook*.
 - l. Coordinate mentoring of new Faculty within the Department.
 - m. Fulfill such other assignments as the Dean may require to carry out the statutory mission of the University.
6. Removal from office for inadequate performance of duties

There are two mechanisms that may be used to remove a Chair from her or his elected position:

- a. At any time during the Chair's term, a recall vote of two-thirds (2/3) of the Department's full-time Faculty members shall remove a Chair.
- b. After the Chair has served at least three (3) months, the Dean has the authority to remove the Chair following consultation with the Department. The Chair shall have the opportunity to be heard by the Dean/Director before a final decision is made.

The Chair who is removed from office is ineligible to be reelected for the remainder of the uncompleted term.

ARTICLE XIV

DURATION

This *Agreement* shall go into effect at 12:00 a.m. on December 1, 2018, and shall remain in effect until 11:59 p.m. on April 30, 2023. This *Agreement* supersedes all earlier *Agreements* and understandings, written or unwritten, between the Board of Regents and the Union.

If a new *Agreement* has not been successfully negotiated by the expiration date of April 30, 2023, the existing *Agreement* shall remain in effect until a new *Agreement* is finalized, but such an extension shall not exceed six (6) months, unless mutually agreed to continue the *Agreement* for an agreed-upon specified period of time.

If at the end of the six-month extension, the new *Agreement* is not yet completed, the agreed to sections of the *Agreement* shall be submitted to the Board of Regents and the UOG Faculty Union membership for a vote. Any portion(s) of the *Agreement* not agreed to shall be submitted to binding arbitration.

No sooner than the beginning of Fanuchanan 2022 (August 17, 2022), and no later than the beginning of Fañomnakan 2023 (January 18, 2023), either party may notify the other of its desire to negotiate another *Agreement*. Upon receipt of such notice, negotiations on modalities shall commence no later than the Fañomnakan break, 2023 (March 20, 2023), and negotiations on the actual *Agreement* shall commence no later than two weeks later (April 3, 2023).

The Administration and Union negotiation teams shall each be composed of at least four (4) members but no more than six (6) members.

ARTICLE XV

DEFINITIONS

These definitions are for clarity and are not intended to alter, amend, supplement, enlarge, or modify the terms of this *Agreement*.

ACADEMIC AFFAIRS COMMITTEE: A representative body in each College and School composed of at least, the Dean/Director, Associate Dean(s), Associate Director(s), as applicable, and all Division Chairs in the College or School. Those AAC members may authorize additional members by majority vote.

ACADEMIC EMPLOYEES: Faculty and Administrators.

ACADEMIC YEAR: The time period covered by the regular Fanuchanan (Fall) and Fañomnakan (Spring) semesters, as defined by the Academic Calendar; usually mid-August to mid-December and mid-January to mid-May, respectively.

ACTING ADMINISTRATOR: A full-time Faculty member who chooses to accept an administrative position in an acting capacity (without going through the formal search process). If an Administrator takes leave of four (4) weeks or less, Faculty shall not serve as the short-term acting Administrator.

A Faculty member choosing to accept a position as an acting Administrator retains his or her status as a Faculty member for a maximum period of one (1) year (365 consecutive calendar days) only for the purpose of applying for promotion or tenure. This time period as an acting Administrator shall count towards satisfying time in rank/employment requirements for promotion or tenure. In all other aspects, that individual shall be considered an Administrator.

ADMINISTRATOR:	An individual employed by the University of Guam in a position defined on the President's approved list of Administrative Positions. Administrators may sometimes teach classes, but their primary assignment is administration. No University personnel may be both Administrator and Faculty at the same time.
ADVERSE ACTION:	An action taken against an employee for cause that affects the employee such as loss of pay, rank, or position.
ANNUAL COMPREHENSIVE FACULTY EVALUATION SYSTEM (CFES) PLAN OF WORK:	A document that identifies a Faculty member's profile of planned endeavors during a given Academic Year, approved in advance by her/his Dean/Director.
BUSINESS DAY:	A regular weekday University class day during the Academic Year for nine-month Faculty. For twelve-month Faculty, a regular weekday, excluding holidays, during the calendar year. For purposes of grievances or disciplinary actions, days when the Faculty member concerned is on approved leave shall not count as business days. Days lost due to Acts of God are not considered business days.
CALENDAR DAY:	All days, including Business days, weekends and holidays.
CALL PERIOD:	Deans/Directors shall choose an appropriate time for the start of the call period no later than twenty (20) business days before the date the increment is due to begin. The call period shall end twenty (20) business days after the date the increment was due to begin.
COLLEGIALITY:	Collegiality is essential to the effective and efficient operation of the University. As a colleague and a member of the profession, the professional employee has

obligations that derive from common membership in the community of scholars and teachers. Collegiality is the ability to work amicably with one's associates. In the exchange of criticism and ideas, the professional employee shows due respect for the opinions of others, strives for objectivity in professional judgement of colleagues, and accepts an equal share of responsibilities for the academic operation and governance of the University.

CONSULTATION WITH FACULTY:

Consultation with Faculty by an Administrator means that the Faculty concerned must receive notification as to a proposed new action, apart from anticipated routine matters, and that all Faculty concerned must be provided the time and opportunity during business days to review and respond to the proposed action before it is approved. Notification to the affected Faculty shall be at least ten (10) business days before the proposed new action is approved.

CONSULTATION WITH THE UNION:

Consultation with the Union by the Administration or the Board of Regents means written notification to the Faculty Union President as to a proposed action as described in Article XII, and that the Faculty Union President must be provided the time and opportunity to review and respond to the proposed action before it is approved. Absent extraordinary circumstances, notification shall be at least twenty (20) business days before the proposed action is approved, or a shorter period of time if mutually agreed to by both parties.

DEAN/DIRECTOR:

Deans of Schools and Colleges and the Directors of the Marine Laboratory and the Water and Environmental Resources Institute.

DIVISION:	The smallest organizational structure in the Colleges and Schools as recommended by the full-time Faculty to the Dean/Director and approved by the President. A Division is comprised of full-time Faculty, and no full-time Faculty member may be a member of more than one Division or Other Assigned Area at any one time.
EXTRAORDINARY CIRCUMSTANCES:	A circumstance or set of circumstances that is beyond an individual's control and that he or she could not have reasonably been expected to have taken into account at the time or to have avoided or overcome it or its consequences.
FACULTY:	See Article II of this <i>Agreement</i> .
FTE:	Full-Time Equivalent.
FERPA:	Family Educational Rights and Privacy Act
GRIEVANT(S):	Faculty member(s) initiating a grievance.
INTERSESSION:	Tinalo' (Winter) and Finakpo' (Summer) sessions, as defined by the Academic Calendar.
INSTRUCTIONAL LOAD:	See Article VI.D. of this <i>Agreement</i> .
LOSS OF PAY:	Withholding an employee's salary or pay for cause.
MORAL TURPITUDE:	Conduct that is an extreme departure from ordinary standards of honesty, good morals, justice, or ethics.
NON-SUPERVISORY:	No authority to make decisions regarding hiring, assigning, transferring, suspending, promoting, evaluating or disciplining any Faculty member.
NON-TENURE TRACK:	Faculty who are limited term full-time hires as indicated on their UG-1.

NOTIFICATION:	Means a written document placed in a Faculty member's or Administrator's official campus mail box. Notification to the UOG Faculty Union means a written document sent to the UOG Faculty Union President's campus mail box.
OFFICIAL PERSONNEL FILE:	The only official file on a Faculty member that the University Administration uses as the basis for personnel action.
OTHER ASSIGNED AREA:	An organizational structure of the University approved by the President where full-time Faculty are assigned that is not part of a College or School. No full-time Faculty member may be a member of more than one Other Assigned Area or Division at any one time.
OVERLOAD:	Paid teaching, research, or service beyond a full work load, as defined by this <i>Agreement</i> and the Faculty member's approved annual CFES Plan of Work.
PEMRA:	The Public Employee-Management Relations Act of Guam.
PRIVILEGES:	As used in Article X, this includes, but is not limited to, travel grants, intramural research grants, sabbatical leave, overloads, and load allocations.
REDUCTION OF PAY:	Voluntary decrease in pay for a decreased work load, such as a one-year sabbatical or leave without pay.
SEMESTER:	Academic periods, as defined by the Academic Calendar, traditionally called Fanuchanan or Fañomnakan, and usually running from mid-August to mid-December in the Fanuchanan, and

mid-January to mid-May in the
Fañomnakan.

SUBSTANTIATE:

To confirm the source and authorship
of a document or other material.

TENURE-TRACK:

Faculty who are hired full-time and
hold a position that would allow them
to apply for promotion or tenure as
described in Article V of this
Agreement.

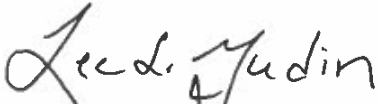
WORK LOAD:

Faculty endeavors equal to 1.0 FTE.

SIGNATURE SHEET

The undersigned are duly authorized representatives of the Board of Regents and the University of Guam Faculty Union, Local 6282, of the American Federation of Teachers.

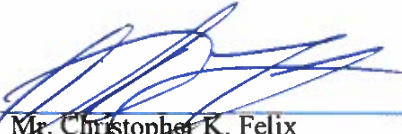
IN WITNESS WHEREOF THE PARTIES HERETO AGREE TO ALL THE PROVISIONS SET FORTH IN THIS AGREEMENT AND HAVE SET THEIR HANDS ON THIS 15th DAY OF NOVEMBER, 2018, WITH AN EFFECTIVE DATE FOR THIS AGREEMENT ON DECEMBER 1, 2018



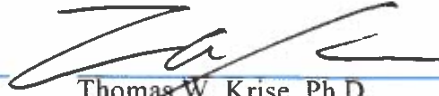
Dr. Lee Yudin
Chief Negotiator for the Board and
Dean/Director, College of Natural &
Applied Sciences



Dr. Roseann Jones
Chief Negotiator for the Faculty
and President, UOG Faculty Union



Mr. Christopher K. Felix
Chairperson, Board of Regents,
University of Guam



Thomas W. Krise, Ph.D.
President, University of Guam

SASARHD Chairperson Regent Mari Flor Herrero will give her report.



**UNIVERSITY OF GUAM
UNIBETSEDÁT GUÅHAN
Board of Regents**

Resolution No. 18-37

RELATIVE TO APPROVING THE FANUCHÅNAN 2018 COMMENCEMENT GRADUATE LISTING

WHEREAS, the Registrar is responsible to certify completion of courses for degree requirement;

WHEREAS, according to policy, degree requirements mean all courses and credits needed to graduate, including general education requirements, college requirements, university-wide requirements, and major course requirements;

WHEREAS, according to policy, students must apply early in the semester prior to the semester in which the student plans to complete their degree requirements;

WHEREAS, if a student fails to file this request for graduation, the actual awarding of the diploma may be delayed;

WHEREAS, if the student fails to complete degree requirements after having filed the necessary application, the student must then submit a new application and pay the graduate reapplication fee; and

WHEREAS, the Fanuchånan 2018 Commencement Graduate Listing has been reviewed by the Board of Regents (BOR) Student Affairs, Scholarships, Alumni Relations and Honorary Degree (SASARHD) Committee, and submits the listing for BOR approval.


NOW, THEREFORE, BE IT RESOLVED, that the BOR hereby approves that all students who have submitted an application for completion, whose names are on the attached list or subsequent revised list, and have been certified to have met all degree requirements shall have conferred upon them a diploma signed by the Dean/Executive Director, the Senior Vice President for Academic and Student Affairs, the UOG President and the BOR Chairperson at Commencement on Dec 16, 2018.

Adopted this 15th day of November 2018.



Christopher K. Felix, Chairperson

ATTESTED:



Thomas W. Krise, Ph.D., Executive Secretary

Candidates for Degree in Course

COLLEGE OF LIBERAL ARTS AND SOCIAL SCIENCES

Dr. James D. Sellmann, Dean

Bachelor of Arts (B.A.)

Lauren Erika Lee
Communication:
Communication Studies and
Public Relations Tracks
Tamuning

Alexandria Paulino
Communication: Mass Media
and Journalism Track
Ordot

Matthew James Santiago
Miguel
Communication: Mass Media
Studies Track
Mangilao

Rita Sarah Ngirchchol
Taitano
Communication: Public
Relations Track
Chalan Pago

Angelica Domingo Dela Cruz
English: English for Education
and Linguistics/ESL Emphasis
Yigo

Jenica Martir Velasquez
English: English for Education
and Linguistics/ESL Emphasis
Dededo

Marie Lourdes Nicole S.
Ibardolasa
English: English for Education
Emphasis
Dededo

Janine Marie Duenas Taitano
English: English for Education
Emphasis
Yigo

Ryo L. Espinosa
English: Language Emphasis
Yigo

Franklin Vincent Taitano
Castro
English: Linguistics/ESL
Emphasis
Sinajana

Nikki Marie Pama Java
English: Linguistics/ESL
Emphasis
Dededo

Raylene Nicoria Santos
Manley
English: Linguistics/ESL
Emphasis
Yigo

Nicholas C.G. Perez
English: Linguistics/ESL
Emphasis
Agana Heights

Samantha Gayle Cristobal
Placides
English: Linguistics/ESL
Emphasis
Dededo

Gabrielle Libao Villa
English: Linguistics/ESL
Emphasis
Dededo

Monica Galvez Aquino
English: Literature Emphasis
Yigo

Kiana Lamar Brown
English: Literature Emphasis
Mangilao

Yunee Kim
English: Literature Emphasis
Tamuning

Christina S. Lee
English: Literature Emphasis
Harmon

Maia Pauline D. Reyes
English: Literature Emphasis
Tamuning

Joanne F. Almajose
Fine Arts: Art Track
Tumon

Gino Anthony Garcia Datuin
Fine Arts: Art Track
Mangilao

Yugo Mizuno
Fine Arts: Art Track
Tamuning

Joshua Soriano Cabrera
Fine Arts: Music Track
Dededo

Lady Dominique Canape
Fine Arts: Music Track
Mangilao

Kayla Mari Del Rosario
Fine Arts: Music Track
Dededo

Richard Bacani Baluyut
History
Dededo

Candidates for Degree in Course

Katherine Theresa Consuelo
Dunn
Mass Media and Journalism
and Communication Studies
Tracks
Santa Rita

Kimberly Marie Babauta
Mendiola
Pacific -Asian Studies:
Chamorro Studies Track
Agat

Jeannie M. Calvo
Pacific-Asian Studies:
Chamorro Studies Track
Chalan Pago

Carlin Nicole Agulto Montano
Pacific-Asian Studies:
Chamorro Studies Track
Yigo

Darrin John San Gil
Pangelinan
Pacific-Asian Studies:
Chamorro Studies Track
Mangilao

Cierra S. Camacho
Political Science
Yona

Michelle Briones Dulana
Political Science
Dededo

Juzely Chanel Duran
Political Science
Dededo

Oran Malcolm Hill
Political Science
Yigo

Brett William Lizama
O'Connor
Political Science
Chalan Pago

Dylan J. Sablan
Political Science
Dededo

Gechelle Tripoli Asuncion
Psychology
Dededo

Katherine Hannah Blocksom
Psychology
Chalan Pago

Amanda Joy Borja
Psychology
Chalan Pago

Chartee Corin Williams
Brennan
Psychology
Chalan Pago

Donnica-Jane Cabuhat
Psychology
Dededo

Apryl Marie Clark
Psychology
Barrigada

Pualani Jean Lansing
Psychology
Barrigada

Janalu Lizama Salvador
Psychology and Sociology:
Gender and Family and Social
Problems Studies
Concentrations
Santa Rita

Samantha Jean Cruz
Uncangco
Psychology and Sociology:
Gender and Family and
Studies Concentration
Chalan Pago

Mia Sara Dizon Madlambayan
Psychology and Sociology:
Social Problems Studies
Concentration
Yigo

Brianne Therese Leon
Guerrero Dunstan
Sociology: Gender and Family,
Social Problems and
Development Studies
Concentrations
Chalan Pago

Kabrini Joy Concepcion Muña
Sociology: Gender and Family,
Social Problems and
Development Studies
Concentrations
Santa Rita

Gia Cristina Righetti
Sociology: Gender and Family
Studies Concentration
Sinajana

Candidates for Degree in Course

COLLEGE OF NATURAL AND APPLIED SCIENCES

Dr. Lee S. Yudin, Dean

Bachelor of Science (B.S.)

Kn Ante Nethon
Biology
Dededo

Gabrielle Mari Cruz Aguilar
Computer Science
Dededo

Hyett Lawana Sanchez
Consumer and Family Sciences
Mangilao

Zachary Ray Quiogue
Biology
Yigo

Xin Luo
Computer Science
Tamuning

Manuel M. Lumbang Jr.
Mathematics
Dededo

Jong Keon Shin
Chemistry: Chemistry-Biology
Dual Track
Dededo

Tiara Lynn Villanueva Mendiola
Computer Science
Dededo

Amiel Kristoffer B. Alba
Mathematics
Dededo

James L. Pascua
Computer Information Systems
Dededo

Nicholas Kekaikamana O'-A-
Kino'laho'Omau Sheeler
Computer Science
Barrigada

Claudette Dahilig Aganon
Mathematics and Computer
Science
Yigo

SCHOOL OF BUSINESS AND PUBLIC ADMINISTRATION

Dr. Annette Tajeron Santos, Dean

Bachelor of Business Administration in Accounting (B.B.A.A.)

Allston A. Abraham
Accounting
Mangilao

Wei-Chun Chen
Accounting
Mangilao

Diane Aninzo Mañalac
Accounting
Dededo

Antoinette Ardos
Accounting
Tamuning

Troy Richardson Chiwi
Accounting
Mangilao

Angelica Punu Quiambao
Accounting
Mongmong

Roy C. Castro
Accounting
Yigo

Cristina Lyn B. Espiritu
Accounting
Yigo

Nicholas M. Rivera
Accounting
Barrigada

Candidates for Degree in Course

Stephanne Debita San Nicolas
Accounting
Dededo

Mardave Jose Lunod Toledo
Accounting
Mangilao

Kate Valerie Y. Banes
Accounting and Finance and
Economics Concentration
Agat

Vanese Arielle Calpito Sanchez
Accounting
Tamuning

Kyle Albert Bolor Torres
Accounting
Dededo

Sirena Mantanona Garrido
Accounting and Finance and
Economics Concentration
Yona

Venisha Schunter
Accounting
Yigo

Danielle Blas-Baleto Sherwin
Accounting and Entrepreneurship
and Human Resource
Mangement Concentrations
Santa Rita

Alyssa Mariz Cuento Talabong
Accounting
Dededo

Bachelor of Business Administration (B.B.A.)

Eduardo Nicholas Ampare II
Entrepreneurship Concentration
Dededo

Merrick Mendros Orot
Entrepreneurship Concentration
Dededo

Joann Margaret L. Nicolas
Finance and Economics
Concentration
Dededo

Min S. Choi
Entrepreneurship Concentration
Barrigada

Gerelyn Krystal Sonido
Entrepreneurship Concentration
Mongmong

Kaitlyn Amber Sablan Roberto
Finance and Economics
Concentration
Mangilao

Malory R. Cruz
Entrepreneurship Concentration
Ipan, Talofofo

Karyss Esguerra Cabuhat
Finance and Economics
Concentration
Yigo

Azia Rose Sayama
Finance and Economics
Concentration
Yona

Jerlyn Nichole Lagasca Deseo
Entrepreneurship Concentration
Dededo

Marcie Ann Cruz
Finance and Economics
Concentration
Maina

Keith Taliugyan
Finance and Economics
Concentration
Mangilao

Jed Allen Sardoma Espino
Entrepreneurship Concentration
Dededo

Regina Rae T. Manuntag
Finance and Economics
Concentration
Dededo

Lawrence Tiwelital
Finance and Economics
Concentration
Yap

Evan Marshall Hizon
Entrepreneurship Concentration
Dededo

Gabriel William Flores Martinez
Finance and Economics
Concentration
Mongmong

Midson Tom
Finance and Economics
Concentration
Dededo

Charles Patrick Santos Onedera
Entrepreneurship Concentration
Sinajana

Candidates for Degree in Course

James H. Underwood III
Finance and Economics
Concentration
Sinajana

Marie Louise L. Jorolan
Human Resource Management
Concentration
Mangilao

Romel Deleon Elizaga
Management Concentration
Dededo

Judy J. Wilbur
Finance and Economics
Concentration
Mangilao

Jonnie Lina L. Santos
Human Resource Management
Concentration
MTM

Flori-Anne Dela Cruz
Marketing and International
Tourism and Hospitality
Management Concentrations
Dededo

Christopher Thomas Lujan Aguon
Human Resource Management
and Finance and Economics
Concentrations
Yona

Renz Iñigo Lopez Santos
Human Resource Management
Concentration
Yigo

Franqolene Jean Arnaiz
Marketing Concentration
Dededo

Kevin Juan Babauta Balajadia
Human Resource Management
Concentration
Yona

Ka Man Baby So
Human Resource Management
Concentration
Ordot Chalan Pago

Jinho Daniel Choe
Marketing Concentration
Tamuning

Joanna-Fe V. Camacho
Human Resource Management
Concentration
Dededo

Christina Marie Laguaña Vasques
Human Resource Management
Concentration
Dededo

Cabrini Cruz
Marketing Concentration
Inarajan

Melissa Blas Campo
Human Resource Management
Concentration
Dededo

Hannah May Caballes Aquino
International Tourism and
Hospitality Management and
Finance and Economics
Concentrations
Dededo

Maria Angelica Babac Malasarte
Marketing Concentration
Mangilao

Taylor Lauren Crisostomo
Human Resource Management
Concentration
Tamuning

Alice Young ah Eum
International Tourism and
Hospitality Management
Concentration
Tamuning

Oliver R. Marcos
Marketing Concentration
Dededo

Jasmine Joy A. Floranda
Human Resource Management
Concentration
Yigo

Brian John Kami
International Tourism and
Hospitality Management
Concentration
Mangilao

Daniel Jay Sunga Ramos
Marketing Concentration
Chalan Pago

Psalmia Faith R. Guison
Human Resource Management
Concentration
Barrigada

Anastassya Jade Pierson
Organizational Behavior
Concentration
Yigo

Candidates for Degree in Course

Bachelor of Science (B.S.)

Joseph J. Aguon II
Criminal Justice
Barrigada

Dion Adam Keys
Criminal Justice
Dededo

Wade M. Stuckey
Criminal Justice
Santa Rita

Iohaan Rakin Anjolak
Criminal Justice
Mangilao

Jonah Zachery Chargualaf
Mendiola
Criminal Justice
Santa Rita

Jonnie Tavares
Criminal Justice
Santa Rita

Timothea Jane Trinidad Atchico
Criminal Justice
Harmon

Amber Holly M. Osima
Criminal Justice
Dededo

Roseanne S.N. Torres
Criminal Justice
Agana Heights

John K. Blas
Criminal Justice
Dededo

Joseph Cody H. Patris
Criminal Justice
Mangilao

Gianni Rae Damian Toves
Criminal Justice
Barrigada

Riko San Nicolas Crisostomo
Criminal Justice
Inarajan

John A.L.G. Perez
Criminal Justice
Dededo

Kuauhamakoa A.T. Aquino
Public Administration
Asan

Edward D. Cruz
Criminal Justice
Yona

Patrick Robert Pocaigue
Criminal Justice
Mangilao

Katrina Salas Charfauros
Public Administration
Tamuning

Gabrielle Gatdula Dahilig
Criminal Justice
Dededo

Jim Rebujo
Criminal Justice
Yigo

Sonega Iwetchong Gogue
Public Administration
Mangilao

Keanu Carl Gatdula Dahilig
Criminal Justice
Dededo

Peter John Reyes Santos
Criminal Justice
Agana Heights

Darryl Jay U. Navarro
Public Administration and Criminal
Justice
Dededo

Reann Marie Flores
Criminal Justice
Agana Heights

William John Schunter III
Criminal Justice
Yigo

Jessiree Alvarez Patao
Public Administration
Agat

Lawrence De Luna Guiao
Criminal Justice
Yigo

Bee Heartly N. Siba
Criminal Justice
Kosrae

Joann Fejeran Megofna Sablan
Public Administration
Mangilao

Sierra C. A. Hocog
Criminal Justice and Public
Administration
Santa Rita

Cheyenne Mary Grace Songsong
Criminal Justice
Chalan Pago

Tricia Lynn Quintanilla Shimizu
Public Administration
Mangilao

Christian Ray Josef
Criminal Justice
Dededo

Amabella Keiko Soram
Criminal Justice
Pohnpei

Candidates for Degree in Course

**SCHOOL OF EDUCATION
Dr. Alicia Aguon, Dean**

Bachelor of Arts in Education (B.A.E.)

Hannah Nicole Bidaure
Elementary Education
Dededo

Richard Luis Borja
Elementary Education
Agana Heights

Amanda Rae Gofigan Chen
Elementary Education
Dededo

Rodrigo Domsin
Elementary Education
Pohnpei

Karla Jade Marin Fontbuena
Elementary Education
Yigo

Jocelyn Santos Green
Elementary Education
Dededo

Elsy Heldart
Elementary Education
Pohnpei

Eiko Ioanis Boaz
Elementary Education
Pohnpei

Catherine Ario Lorio
Elementary Education
Santa Rita

Michael Del Rosario
Matanguihan
Elementary Education
Yigo

Desiree Vargas Oliverio
Elementary Education
Dededo

Joanna Kate P. Ponce
Elementary Education
Dededo

Anthony Clark P. Ponce
Elementary Education
Dededo

Jerlian Raymond
Elementary Education
Pohnpei

Sasha Rose Reyes
Elementary Education
Harmon

Brogan Elizabeth Sanchez
Elementary Education
Piti

Laura Lynn Villagomez
Elementary Education
Dededo

Eury V. Quejado Jr.
Physical Education/School
Health (PK-12)
Dededo

Sabrina Kristine A. Borja
Secondary Education and Fine
Arts: Music Track
Yigo

Justin Michael De Vera Garcia
Secondary Education: Consumer
and Family Sciences
Dededo

Nicholas Cruz Guerrero
Secondary Education: General
Science
Mangilao

Jhaymie Lynn S. Bejerana
Special Education
Dededo

MaryAntonnette Manibusan
Halmi
Special Education
Mangilao

Candidates for Degree in Course

SCHOOL OF NURSING AND HEALTH SCIENCES

Dr. Margaret Hattori-Uchima, Dean

Bachelor of Science (B.S.)

Asuncion, Gerald T.
Health Science: Exercise Science
and Health Promotion
Concentration
Dededo

Lewis Tudela Tenorio
Health Science: Exercise Science
and Health Promotion
Concentration
Tamuning

Brian J. Murray
Health Science: Pre-Physical
Therapy Concentration
Mangilao

Richonne V. R. Luzanta
Health Science: Exercise Science
and Health Promotion
Concentration
Agat

Rico J. Gogo Diaz
Health Science: Pre-Physical
Therapy Concentration
Agana Heights

Aziz Edward Sabeti
Health Science: Pre-Physical
Therapy Concentration
Dededo

Giorgio B. Meneses
Health Science: Exercise Science
and Health Promotion
Concentration
Dededo

Tristen Teddy Untalan Hocog
Health Science: Pre-Physical
Therapy Concentration
Dededo

Carlyn Oyong Fausto
Health Science: Public Health
Concentration
Dededo

Sabrina Compton Rivo
Health Science: Exercise Science
and Health Promotion
Concentration
Yigo

Gabrielle K. Lagutang
Health Science: Pre-Physical
Therapy Concentration
Tamuning

Paul John A. Legaspi
Health Science: Public Health
Concentration
Mangilao

Monique Lynnette Quintanilla
Shimizu
Health Science: Exercise Science
and Health Promotion
Concentration
Mangilao

Nicole Katelyn Tarusan Legaspi
Health Science: Pre-Physical
Therapy Concentration
Mangilao

Virlene Joyce Echon Peralta
Health Science: Public Health
Concentration
Dededo

Reianna Marie Jesus Mendiola
Health Science: Pre-Physical
Therapy Concentration
Mangilao

Genevieve Yvonne Sugiyama
Health Science: Public Health
Concentration
Harmon

Bachelor of Science in Nursing (B.S.N.)

Rowee Lord E. Samson
Dededo

Bachelor of Social Work (B.S.W.)

Joyce H. Borja
Tamuning

Yvonne Y. Johnny
Mangilao

Candidates for Degree in Course

GRADUATE STUDIES

**Dr. Troy McVey, Interim Assistant Vice President, Academic Excellence and
Director of Graduate Studies**

***GRADUATE PROGRAMS IN THE
COLLEGE OF LIBERAL ARTS AND SOCIAL SCIENCES***

Master of Arts in Art (M.A.)

Kimberly Mann
Waterville, Vermont
BA Gordon College

Master of Arts in English (M.A.)

Christopher M. Cabrera
Dededo
BA University of Guam

Albert J. Perez, Jr.
Yona
BA University of Guam

Kohaku F. Flynn
Chalan Pago
BA Gonzaga University

Elizabeth Midil Rutun
Tamuning
BA Chaminade University of Honolulu

Audrey Perez Mandapat
Yona
BA University of Guam

Master of Science in Clinical Psychology (M.S.)

Olivia Jean Borja
Chalan Pago
BA Goshen College

Monique Sayaka Nakamura
Clinical Psychology
Tamuning
BS University of California Irvine
& BA University of Guam

Kento Yasukawa
Clinical Psychology
Tamuning
BA University of Guam

Mc Jason Frias De Luna
Dededo
BS Far Eastern University

Candidates for Degree in Course

***GRADUATE PROGRAMS IN THE
COLLEGE OF NATURAL AND APPLIED SCIENCES***

Master of Science in Biology (M.S.)

Catherine Elizabeth Brunson
Mangilao
BA George Mason University

Jordan Aaron Gault
Harmon
BS Lipscomb University

Matthew Mills
Tamuning
BS Georgia Southern University

Jeried Earl Macalalag Calaor
Dededo
BS University of Guam

Alisha Marie Gill
Dededo
BS Montana State University

Megan Laree Volsteadt
Dededo
BS University of Guam

Jennifer Olivares Cruz
Dededo
BA University of Guam

Mildred Aku Kelokelo
Yona
BA Papua New Guinea University
of Natural Resources &
Environment

James E. Fifer
Mangilao
BS Trinity College

Jude Anthony Flores Martinez
Mangilao
BA Seattle University

Master of Science in Environmental Science (M.S.)

Candice Samantha Arceo
Mangilao
BS University of Guam

Catherine Pham Nguyen
Dededo
BS University of Guam

Paul Bourke
Chalan Pago
BA Boston College and BE Cork Institute of
Technology

Christina Pham Nguyen
Dededo
BS University of Guam

Rebekah Dougher
Barrigada
BS Portland State University

Lauren Paige Swaddell
Sinajana
BA Hunter College of City University of New York

Candidates for Degree in Course

***GRADUATE PROGRAMS IN THE
SCHOOL OF BUSINESS AND PUBLIC ADMINISTRATION***

Professional Master of Business Administration (P.M.B.A.)

Donald J Cruz
Sinajana
BS University of Management and Technology

Tavia Diaz Manglona
Mangilao
BBA University of Guam

Terry P. Cutshaw
Mangilao
BS University of Maryland University College

Alvin John Guevarra Tapales
Tamuning
BS Mapua Institute of Technology

Jessica Marie O. Ligeralde
Tamuning
BS De La Salle University

Master of Public Administration (M.P.A.)

Elway Sinsak Ikeda
Chalan Pago
BA University of Guam

Stefanie Joy Alejandro Quito
Tumon
BS University of Guam

Shannel Rose Mendiola
Santa Rita
BS University of Guam

Kristal Rose Bocatija Taimanglo
Chalan Pago
BS University of Guam

***GRADUATE PROGRAMS IN THE
SCHOOL OF EDUCATION***

Master of Arts in Counseling (M.A.)

Kristian Fabon Alegre
Yigo
BA University of Guam

Krizia Arianne L. Gozo
Barrigada
BA University of Guam

Lorie Ann Vida Montague
Mangilao
BS University of Guam

Ramon Mesngon Castro, Jr.
Dededo
BA University of Guam

Tiara Joemae L. Mailloux
Dededo
BS University of Phoenix

Marita Carlos Pareja
Latte Heights
BAE University of Guam

Candidates for Degree in Course

**Master of Education (M.Ed.)
With Specializations**

Rowena S. B. Guerrero
Administration and Supervision
Dededo
BBA University of Guam

Shawlon Tiana Bukikosa Abuan
Reading
Barrigada
BAE University of Guam

Natasha C. Aguon
Reading
Barrigada
BAE University of Guam

Christian T. Bais
Reading
Tamuning
BAE University of Guam

Miklenne Nangauta Guzman
Carbullido
Reading
Yona
BAE University of Guam

Charity Castro Catunao
Reading
Agat
BAE University of Guam

Lillian Marie Flores Cruz
Reading
Mangilao
BAE University of Guam

Jerica Therese Dungca
Reading
Dededo
BAE University of Guam

Edward M. Fasug
Reading
Colonia YAP
BAE University of Guam

Erika L. Lorenzo
Reading
Agana Heights
BAE University of Guam

Kristine Joy Abua Madrazo
Reading
Harmon
BAE University of Guam

Camille Dorothy Q. Manzano
Reading
Dededo
BAE University of Guam

Mary Jane Taitague Nauta
Reading
Talofof
BAE University of Guam

Luella Lynn Orlando
Reading
Mangilao
BAE University of Guam

Rovileen Rios-Aflague
Reading
Agat
BAE University of Guam

Kristi Nicole Shimizu
Reading
Mongmong
BAE University of Guam

Christina Maria Sablan Toves
Reading
Santa Rita
BAE University of Guam

Jocelyn Toni Quitugua Borja
Special Education
Agana Heights
BAE University of Guam

Ferdene Gale Domingo Dela Cruz
Special Education
Dededo
BAE University of Guam

Rita-Rose Hualde Gilbert
Special Education
Dededo
BAE University of Guam

Shannel Britney Meno Leon Guerrero
Special Education
Barrigada
BAE University of Guam

Gilbert Imanil Mangosong
Special Education
Yigo
BA University of Guam

Julie Tapar Reyes
Special Education
Harmon
BAE University of Guam

Rovee Ann A. Rios
Special Education
Santa Rita
BAE University of Guam

Dominic James Tuncap Uson
Special Education
Agat
BAE University of Guam

Joy Rivera Woodward
Special Education
Barrigada
BAE University of Guam

Rachel Morgan Macapinlac
Teaching English to Speakers of Other Languages
Barrigada
BA Davis & Elkins College

Candidates for Degree in Course

Linno D. Roxby
Teaching English to Speakers of
Other Languages
Dededo
BAE University of Guam

Patrick Paul Tanaka
Teaching English to Speakers of
Other Languages
Tamuning
BAE University of Guam

As of 10/17/18

Every effort is made to ensure this printed program is accurate with respect to degrees and honors conferred. However, printing schedules make complete accuracy impossible. A certified transcript is the official proof of graduation.



**UNIVERSITY OF GUAM
UNIBETSEDÁT GUÅHAN
Board of Regents**

Resolution No. 18-38

**RELATIVE TO APPROVING THE PROPOSED AMENDMENTS TO THE STUDENT REGENT
ELECTION REGULATIONS**

WHEREAS, the University of Guam (UOG) is the primary U.S. Land Grant institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WSCUC) serving the post-secondary needs of the people of Guam and the Western Pacific region;

WHEREAS, in accordance with Title 17 Guam Code Annotated, Section 16104, the government and control of UOG is vested in the Board of Regents (BOR) of UOG;

WHEREAS, in accordance with Guam public law, it is mandated that the student member of the BOR shall be elected through a process approved by the Student Government Association (SGA) and approved by the BOR;

WHEREAS, amendments have been proposed by UOG in consultation with the SGA to the Student Regent Election Regulations;

WHEREAS, the SGA, in its meeting of October 5, 2018, ratified and approved the amended Student Regent Election Regulations; and

WHEREAS, the BOR Student Affairs, Scholarships, Alumni Relations and Honorary Degree (SASARHD) Committee has reviewed the amended Student Regent Election Regulations and recommends it to the BOR for approval.


NOW, THEREFORE, BE IT RESOLVED, that the BOR hereby approves the amended Student Regent Election Regulations as hereto attached.

Adopted this 15th day of November 2018.



Christopher K. Felix, Chairperson

ATTESTED:



Thomas W. Krise, Ph.D., Executive Secretary

**UNIVERSITY OF GUAM
STUDENT REGENT ELECTION REGULATIONS**

November 15, 2018

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BACKGROUND

These regulations were developed with student participation and first ratified by the 40th Student Government Association (SGA) Council on February 4, 2002 and further amended by the 57th SGA Council on October 5, 2018. After extensive review and feedback by the Administration, they are hereby approved by the Board of Regents (BOR) to establish a consistent structure for student regent elections at the University of Guam (UOG). This document was designed to incorporate an active feedback process to allow the election process to improve and adjust to future student needs. The right for students to participate in Student Regent Elections is an important one. These Student Regent Election Regulations seek to protect student voting rights and clarify the election process.

SECTION 1

General Provisions - Definitions

- A. Candidate: A student regent candidate is one who seeks the office of Student Regent and meets the criteria as specified in Guam law (Section 16104.6 of Chapter 16, Division 3, of Title 17 of the Guam Code Annotated) and by BOR resolutions.
- B. Electioneering: As defined in these rules electioneering is the activity of trying to persuade people to vote for a particular candidate. Physical presence or loitering of a candidate or candidate representative is inclusive of electioneering. Physical presence for the specific purpose of voting is not inclusive of electioneering as long it occurs in

a reasonable timeframe in which one arrives, votes, and departs a polling place without trying to persuade people to vote while in the process of voting.

- C. Voter: Full time or part-time students currently enrolled at UOG on the Election Days.
- D. Vote Tabulating Device: A vote tabulating device is a mechanical, electronic or electromechanical machine approved by the Student Election Committee to count ballots for the Student Regent election at UOG.
- E. Marking of Ballot: A mark or marking indicating the voter's choice on a ballot which shall include the punching or slotting or otherwise marking of a ballot. The shape of the place to mark the ballot (i.e.; square, circle, oval, etc) may vary as long as it is consistent for all candidates on the ballot.
- F. Polling place: UOG will be considered a single precinct with a single polling place. The following terms may be used to express the single voting site in this document: voting place, voting site, poll site, poll place, polling place, and polling site.
- G. President: Unless otherwise specified, the President shall mean the UOG President.
- H. Student Election Committee (SEC): The Committee, so designated in the UOG SGA Bylaws, is responsible for all general and special elections and any matters delegated to the Committee by the SGA Council, in accordance with the SGA Constitution.

SECTION 2

Voters

- A. Full-time and part-time students who are currently enrolled at UOG are eligible to vote in Student Regent Elections.
- B. Any dispute related to voting eligibility shall be directed to members of the SEC for processing and consideration. SEC members will consult the Registrar, who is the only university official who can determine a person's status as a student. Challenges made at the polling site on election day(s) shall be determined by the Registrar.
- C. Questions of candidate eligibility shall concern only: (a) a determination of full-time status; (b) whether candidate has completed one (1) year of study (at least thirty (30) credits); and/or (c) whether a student has maintained good academic standing as defined by the BOR. This can only be resolved by the Registrar's office. Any SEC decision on eligibility requirements is subject to certification by the Registrar.

SECTION 3

Polling Place

- A. Designation of Polling Place. The SEC shall, not less than ten (10) business days prior to the date set for any Student Regent election, designate, announce, and publish the location of the single polling site within the UOG campus where the ballots for the Student Regent elections shall be cast.
- B. Change of Designated Polling Place. If, for any valid reason, the polling place designated for any election cannot be used, the SEC shall designate another polling place, post notice of the change at or near the place first designated, immediately inform the UOG Administration and the SGA, and conduct the election at the place substituted.

SECTION 4

Election Days And Dates

- A. Student Elections for Student Regent. Provisions in Guam law and BOR resolutions are the controlling references for this section. Student elections for the Student Regent position shall be held on a date(s) set by the Chairperson of the BOR or by BOR resolution. Currently, the law and BOR resolution require a Student Regent election be held on the first Tuesday in March of each even numbered year.
- B. Postponement of Election. If for serious cause resulting from any serious public safety concerns (which include, but are not limited to natural disasters, fires, gas leaks, etc, it becomes reasonably impossible to hold any election duly scheduled at UOG, the President, with consultation of the SGA Council, may postpone any such election therein for such time as may be deemed necessary, but as soon as is reasonably possible. According to current public Law, the Student Regent election must occur in the month of March.

SECTION 5

Candidates For Office

- A. Term of Office. The student regent shall serve a term of two (2) years as set forth in Guam law.
- B. Declaration of Candidacy. A student who wants to declare his/her candidacy shall file with the SEC a declaration in writing setting forth his/her candidacy for Student Regent, stating that he/she is eligible for such office pursuant to 17 GCA §16104.6, and his/her contact information, including his/her official UOG student e-mail address (gotriton). Eligibility for a Student Regent:
 - a. Shall be a full-time student at UOG

- b. Have completed one (1) year of study (at least thirty (30) credits)
 - c. Maintained good academic standing, defined as having a 2.5 cumulative grade point average, and not having been placed on academic probation, suspension, or dismissal
- C. Filing of Declarations of Candidacy and of Petitions. Not more than ninety (90) calendar days and no less than ten (10) calendar days before a regular student regent election, candidates for the student regent office shall file their declarations of candidacy and petitions with the SEC which shall post on campus the names of all candidates. In accordance with 17 GCA §16104.6, "Any student member candidates must be nominated by a petition signed by one hundred (100) students attending the University of Guam."
- D. Distribution of Regulations. These regulations, upon approval, shall be distributed to each candidate by the SEC upon declaration of candidacy and, if possible, be posted on the UOG website.

SECTION 6

Ballots

- A. Imitation or Use of Ballots Forbidden. No person shall make, use, keep or furnish to others any paper in imitation of official ballots.
- B. Method of Tabulating Ballots. The SEC shall determine the appropriate method of casting ballots, method of tabulating ballots, and the appropriate vote tabulating device or manual tabulating method.
- C. Sample ballots will not be used.
- D. Order of Names on Ballot. The names of all nominees or candidates for a specific office shall be listed in a random manner. Each candidate shall be listed according to lot drawn by the SEC. All drawings for ballot position shall be done publicly and persons appearing on the ballot shall be specifically invited to attend. The drawings for ballot placement shall be accomplished two business days after the identity of the persons to appear on the ballot is known to the SEC. The names of the candidates shall appear in a vertical column in such order as is determined by lot.
- E. Space for Marking Ballot. Immediately adjacent to the name of each candidate shall be placed ovals or squares or other shapes of sufficient size for the placing of a mark therein. A clear and distinct mark within the oval or square adjacent to the name of any candidate shall be counted as a vote for that nominee. In the case of mechanical or electronic ballot forms, a mark in the square or oval that corresponds with a candidate's name

according to the number on the information provided shall be counted as a vote for that nominee.

- F. Number for Ballots. The SEC shall decide the number of total ballots to be printed and how many may be distributed each day. The SEC shall ensure that the number of ballots printed are all accounted for at the conclusion of the election.
- G. Loss or Destruction of Ballots. In case of the prevention of an election by the loss or the destruction of the ballots, the SEC shall order new ones to be copied and continue with the election.
- H. Instructions to Voters. At the top of the ballot or on the information provided to the voter, there shall be printed an instruction to the voters, as to the number of nominees to vote for, the marks to be used, including a sample of the marks and such other instructions the SEC deems necessary and proper.
- I. Nicknames, Residence, etc. Any person who is a candidate for student regent may, at the time of filing his/her nominating petition, file with the Student Election Committee a request that his/her name be further identified on the ballot by the addition of an identifying word or phrase, not derogatory or obscene (as determined by the Committee), and not exceeding twenty (20) letters. The Committee shall have the authority on its own motion and in its discretion to so identify names on the ballot in accordance with information available to the committee.
- J. Additional Ballots. In the event that additional ballots are required to accommodate voters, the following procedure will be used to supplement the ballot pool.
 - a. The SEC members present must reach a consensus that additional ballots are or may be needed.
 - b. The SEC members present shall announce this fact in public within hearing of the observers present.
 - c. Additional ballots will be procured.
 - d. The SEC members present will amend the election record to reflect that additional ballots were required, specifying the number added.

SECTION 7

Election Campaigns and Campaign Offenses

- A. Candidates will refrain from making promises to supporters that involve direct financial benefits in return for their support.

- B. Allegations of improper campaigning must be reported to the SEC as soon as the alleged action is known, to allow the SEC to review the allegation and take appropriate action or provide corrective advice.

SECTION 8

Conduct of Elections

- A. Polling Place. The polling place shall be arranged so that neither the ballot boxes nor tables shall be hidden from the view of voters outside the guardrail, rope or other barricade.
- B. Destruction or Removal of Facilities. No person shall, during an election, remove or destroy any of the supplies or other conveniences placed in the voting booths or on the tables for the purpose of enabling the voter to prepare his/her ballot.
- C. Removal or Injury of Instruction Cards. No person shall, during an election, remove, tear down or deface the cards printed for the instruction of voters.
- D. Posting Instruction Cards. On the day of election the SEC shall post at least one (1) instruction card in each booth or table provided for the preparation of the ballots, and not less than three (3) instruction cards at other places in and about the polling place within easy access to the voters. If needed, voters may ask for language assistance.
- E. Student Registry. Before opening the polls, the SEC shall place in a convenient place, at or near the polling place and of easy access to the SEC, not less than one (1) copy of the registry or roster of eligible students which shall be obtained from the Registrar by the SEC. Due to Federal Regulations, specifically the Family Educational Rights and Privacy Act (FERPA), only SEC members who are employees of UOG may certify eligibility of voters at the polling place using the registry provided by the Registrar. Students are identified by their UOG Student Identification (ID) card.
- F. Proclamation of Opening Polls. Before the polling place receives any ballots it shall proclaim aloud at the place of election that the polls are open.
- G. Time for Opening and Closing Polls. The polls shall be opened at 8 o'clock a.m., on the day(s) of an election and shall be kept open until 8 o'clock p.m., on the same day(s), after which time the polls shall be closed.
- H. Times for Voting. Voting may commence as soon as the polls are opened and may be continued during all the time the polls remain open.
- I. Solicitation of Votes at Polling Place Prohibited. Within one hundred feet (100') of a polling place, no person shall solicit a vote or speak to a voter on the subject of marking his/her ballot or on behalf of or against any candidate. The candidates for Student Regent shall only be in the voting area long enough to vote. Offices and

facilities within the limits of the voting site will be available for use by the candidates for official business (not as a hangout area), but campaigning/electioneering or discussion of the election are not permitted during election day(s) in those offices and facilities.

- J. Electioneering at Polling Place Prohibited. No person shall do any electioneering on election day(s) within one hundred feet (100') of any entrance and/or exit of any polling place. At least three (3) days before an election, an SEC designee will mark the 100' line. Candidates may attend the marking. SEC members or designees will enforce this rule.
- K. Use of Barricade Before Booths. A guard-rail, rope or other barricade, shall be constructed and placed so that only those persons who are inside the barricade can approach within six feet (6') of the ballot boxes, booths, tables or other facilities for voting.
- L. Persons Permitted Within Barricade. Only voters engaged in receiving, preparing or depositing their ballots, and the SEC members shall be the only ones permitted to be within the barricade after the opening and before the closing of the polls. Poll watchers may be required to observe from a convenient location outside of the barricade. All poll watchers must follow the solicitation and electioneering regulation.
- M. Exhibiting Ballot Box. Before receiving any ballots, the SEC shall, in the presence of any voters assembled at the polling place, open and exhibit and close the ballot box. The ballot box shall be secured by two key locks, the key to one lock shall be held by the President or designee and the key to the second lock shall be held by an SEC member. Thereafter, the ballot box shall not be removed from the polling place or the presence of the voters until after the polls are finally closed. However, if the election is conducted over two days, the ballot box shall be stored securely in the office of the Dean of Enrollment Management and Student Success (EMSS) or its successor, or any alternative secure location mutually agreed by the Dean of EMSS and the SEC. During such storage, a tape seal shall be placed over the slot in the ballot box and signed by the holders of the keys to the two locks.
- N. Roster and Tally List. The roster and tally list will be kept until the election is certified and all claims or disputes are settled.
- O. Presence of Election Officers. At least two (2) members of the SEC shall be present at the polling place at any given time.
- P. Grounds for Challenge. A person who wishes to vote may be orally challenged by any voter upon one or all of the following grounds:
 - a. That he/she is not the person whose name appears on the register, based on the presentation of a UOG student ID card.

- b. That he/she is not a registered student at UOG.
 - c. That he/she has already voted in the current election.
- Q. Record on Challenges. The SEC shall keep a list, showing:
- a. The names of all persons challenged.
 - b. The names of all challengers.
 - c. The grounds of each challenge.
 - d. The determination of the SEC members present upon the challenge.
- R. ADA reasonable accommodation requests may be made to any SEC member. Persons requiring reasonable accommodations may be assisted by other persons at the poll site.
- S. Reporting of Name and Signing Roster. Any person who wishes to vote shall report his/her name in full and show his/her UOG student ID card to the recording officer. One of the members of the SEC shall then check with the roster of enrolled students and announce the name appearing therein, if any, whereupon a challenge may be interposed. If the voter goes unchallenged, or if challenged and the SEC members present rule that the voter is qualified to vote, the voter shall then sign the roster.
- T. Fraudulent Voting. Every person not entitled to vote who fraudulently votes, and every person who votes more than once at any one election, will be referred to the student discipline committee.
- U. Change of Name. In case the surname of anyone wishing to vote has been changed for any reason (such as marriage or divorce) since he/she has registered, he/she shall report his/her name as it is listed at the time of registration and also his/her name as it is at the time he/she votes. The SEC shall thereupon make the necessary adjustment in the register, indicating the reason for the change therein, and report it to the Registrar.
- V. One Ballot to Each Voter. Only one (1) ballot shall be given each voter.
- W. Delivery of Ballot by Election Officer Only. No person, other than an SEC member, shall give or deliver any ballot to any voter.
- X. Only one (1) Person in Booth. Booths shall not be occupied by more than one (1) person at a time. Voters shall not remain in or occupy a booth longer than is necessary to prepare their ballots, which shall not exceed five (5) minutes. This rule may be waived for person requiring reasonable accommodations.

- Y. Voting in Booth. On receiving his/her ballot, the voter shall forthwith, and without leaving the enclosed space, retire alone to one of the places, booth or tables, provided to prepare his/her ballot:
- a. Indicating Vote. In voting, the voter shall place the appropriate mark in the voting square or space adjacent to the name of any candidate for whom he/she intends to vote.
 - b. Identifying Marks Prohibited. A voter shall not place any mark upon his/her ballot by which it may be afterwards identified as the one voted by him/her.
 - c. Revealing Ballot Prohibited. After his/her ballot is marked a voter shall not show it to any person in such a way as to reveal its contents.
 - d. Delivery of Ballot. Having completed marking his/her ballot the voter shall then deposit the ballot in the ballot box under the cognizance of the member of the SEC having charge of the ballot box.
 - e. Exit Polling: Any exit polling activities may not violate the 100' rule.
 - f. Absentee voting is not allowed.

SECTION 9

Vote Tabulation & Declaration of Results

- A. Application of Section. Unless otherwise indicated, the provisions of this Section shall apply to Student Regent Elections.
- B. SEC Members Present at Close of Polls. At least two (2) SEC members shall be present at the closing of the polls.
- C. Opening Boxes and Counting Ballots. The ballot box shall not be opened, nor shall the ballots be counted until the box is moved to the designated election center.
- D. Ballots Exceeding Number on Roster. After conducting cross-checks, if the ballots in the box exceed in number the names on the roster, a notation will be made in the formal election record.
- E. Signing Roster. Only the SEC members counting the ballots shall sign the roster, as to the number of ballots agreeing or made thus to agree with the number of names on the roster. The SEC shall attest to the roster and shall set down in words and figures at the foot of the roster an attestation of the number of names on the roster. If a discrepancy exists, a notation will be made in the election file.

- F. Rejected Illegal Ballots. Two (2) SEC members shall endorse upon all ballots rejected for illegality the cause of rejection and sign the endorsement.
- G. Delivery of Ballots to Election Center. The ballot box with the roster and all endorsements and rejected ballots shall be delivered to the election center for tabulation. Representatives of the individual candidates are authorized to accompany the ballots from the poll site to the election center. Representatives of the individual candidates (one (1) per candidate) are authorized to observe the ballot tabulation or ballot handling processes. All observers must remain behind the barrier. All ballot correction activities shall be done in full view of the observers. All observers must follow the directions of the SEC while in the election center.
- H. Election Return Center. The SEC may use the UOG Computer Center for the tabulation of votes and publication of returns.
- I. Vote Tabulating Device: Mode of Tallying. The SEC may appoint such persons as may be necessary for the tabulation of ballots and/or for the operation of the vote tabulating device and to keep watch on such tabulation for any possible illegal vote or any error or omission on the part of the persons tabulating the ballots or operating the vote tabulating device. SEC members are the only persons authorized to handle ballots.
- J. Tabulating at the Poll Site. Ballots will be tabulated only at the election center.
- K. Imperfectly Marked Ballots Void. Any ballot which is not marked as provided by the rules shall be void; but the ballot shall be preserved. Two (2) or more markings in the voting square or a mark made partly within and partly without a voting square or space does not make a ballot void. If the SEC members assigned to tabulating the ballots can reasonably determine the intent of the voter, the ballot is valid. Any determinations of intent shall be noted in the official election file.
- L. Defective Ballots. If a ballot is torn, bent, mutilated or otherwise defective so that it cannot be so tabulated by vote tabulating machine, the SEC may cause a duplicate to be punched, slotted or otherwise marked in the presence of witnesses. Both the new ballot and the defective ballot shall be marked with a serial number and the new ballot shall bear the words "duplicate - serial number _____."
- M. Ballot Not Rejected for Technical Error. At any election, a ballot shall not be rejected for any technical error which does not render it impossible to determine the voter's choice, even though the ballot is somewhat soiled or defaced.
- N. Write-in Votes. There are no write-in votes allowed because of the specific nature of this election.
- O. Unauthorized Marks on Ballot. No mark upon a ballot which is unauthorized by this regulation invalidates a ballot, unless it appears that the mark was placed there by the voter for the purpose of identifying the ballot.

- P. Adding to Ballots in Box. Every person who changes any ballot after it has been deposited in the ballot box, or adds, or attempts to add, any ballot to those legally polled at any election, by fraudulent introduction of a ballot into the ballot box either before or after the ballots have been counted shall be brought by the SEC before the Student Discipline and Appeals Committee for action.
- Q. Adding Ballots during Count. Any person who adds to or mixes with or attempts to add to or mix with, the ballots lawfully polled, any other ballots with intent to change the result of an election will be brought by the SEC before the Student Discipline and Appeals Committee for action.
- R. Taking or Destroying Ballots. Any person who carries away or destroys, or attempts to carry away or destroy, any poll list or ballot, or ballot box for the purpose of preventing, affecting the result of or invalidating any election, or willfully detains, mutilates or destroys any election return, will be brought by the SEC before the Student Discipline and Appeals Committee for action.
- S. Interference with SEC or Voters. Any person who in any manner so interferes with the SEC or any members thereof, holding any student election, or interferes with the voters lawfully exercising their right of voting at any student election, as to prevent or attempt to prevent the election or canvass from being fairly held and lawfully conducted, will be brought by the SEC before the Student Discipline and Appeals Committee for action.
- T. Removing or Defacing Results Posted. Every person who removes or defaces any posted copy of the result of votes cast will be brought by the SEC before the Student Discipline and Appeals Committee for action.
- U. Sealing Counted Ballots. As soon as the names marked on the ballots validly voted are tabulated, such ballots shall not thereafter be examined by any person, except upon a recount as provided in this Section, but shall, as soon as all of the votes are tabulated, be carefully sealed in a strong envelope with the election information thereon. At least two (2) members of the SEC shall write their names across the seal. This information shall be kept in the official election file and maintained at the Office of the Dean of EMSS.
- V. Certification of Election. As soon as all the votes for a Student Regent election are counted, but within one day, and the ballots sealed, the SEC shall report the results of the election to the Chairperson of the BOR via the Dean of EMSS, Senior Vice President for Academic and Student Affairs and the President. The report shall be signed by a majority of the SEC members present at a meeting of the SEC having a quorum present.
- W. Calculating Student Regent Vote Winner. The Student Regent candidate receiving the highest number of votes cast at an election of all students registered at UOG whether full-time or part-time will be declared the winner based on the following criteria:

- a. At least ten percent (10%) of all registered students at UOG must vote in the election of the student member of the BOR.
 - b. In an election with no more than two (2) candidates, at least forty percent (40%) of the votes must be acquired by any one (1) candidate in order for the election to be declared valid.
 - c. In an election with three (3) or more candidates, a plurality, or the greater number, of all votes cast for any one candidate shall be used to determine the winner of the election.
- X. Delivery of Certification of Election. The SEC shall cause to be posted in public near the polling place a copy of the certification of the election results.
- Y. Tabulation and Publication of Election Results. Immediately upon tabulation of each of the votes, the SEC shall tabulate or cause to be tabulated the cumulative results and make these tentative, uncertified results known to the public:
- a. Returns Open to Public Inspection. Immediately upon completion of the tabulation by the SEC of all the ballots, the election results shall be declared opened for public inspection.
 - b. Election Center Open until Tabulation Complete. The SEC shall, on the day of the closing of the polling site, keep the election return center open for the tabulation of election results, until each and every ballot has been received and tabulated and the results thereof made public.
 - c. Correction or Completion. The SEC will correct or complete its rosters, certificates or other forms or its authentications thereof, so that they show correctly any information required thereon.
 - d. Recount. If the tabulation of the SEC indicates, in its opinion, a close vote, the SEC shall conduct a recount of the votes. At the end of the recount all ballots shall be returned to the election envelopes resealed with at least two (2) members of the SEC writing their name across the seal. The result of the recount shall immediately be made public as a recount.
 - e. Review of Ballots. The SEC shall not review any ballots except as permitted on a recount.
 - f. Entry of results on record. Immediately upon the completion of the tabulation of all ballots, the SEC shall enter on its record, and include in its report to the Chairperson of the BOR, a statement of the results, which will show:
 - i. The total number of votes cast in the election;

- ii. The cumulative votes for the names of the persons voted for.
- iii. The percentage of eligible voters who voted and the percentages of votes cast for each candidate.
- iv. Disregard of Technical Errors. No declaration of the result may be withheld on account of any defect or informality if it can with reasonable certainty be ascertained who is elected to the office.
- v. Preservation of Ballots. The SEC shall be responsible for the preservation of all the ballots cast and all rosters and certificates until the election is finalized and all disputes are resolved to the satisfaction of the SEC.

SECTION 10

Election Contests

- A. Contestant and Defendant Defined. When used in this Section, contestant means any candidate named on the ballot initiating an election contest. Defendant means that person whose election or qualification is contested or those persons receiving an equal or larger number of votes, other than the contestant, when a candidate does not receive the percentage of votes required for the contested office.
- B. Causes for Contest. Any named candidate for Student Regent may contest the election held therein, for any of the following causes:
 - a. That the person who has been declared elected to an office was not, at the time of the election, eligible to that office. This will be determined by the Registrar.
 - b. That the SEC or any member thereof was guilty of misconduct at the polling site.
 - c. That the defendant has given to any elector or official of the election, any bribe or reward or has offered any bribe or reward for the purpose of procuring his/her election or has committed any other offense against the elective franchise of students.
 - d. That illegal votes were cast.
 - e. That the SEC in conducting the election or in counting the ballots, made errors sufficient to change the results of the election as to any person who has been declared elected.
- C. Irregularity or Misconduct Not Affecting Result. No irregularity or improper conduct in the proceedings of any official shall void an election result, unless such irregularity or misconduct resulted in a defendant being declared either elected or tied for election.

- D. **Where Illegal Votes Not Necessary to Majority.** An election shall not be set aside on account of illegal votes, unless it appears that such number of illegal votes has been given to the person whose right to the office is contested or who has been certified as having tied for first place, which, if taken from him/her, would reduce the number of his/her legal votes below the number of votes given to some other person for the same office, after deducting therefrom the illegal votes which may be shown to have been given to such other person.
- E. **Complaint by Contestant.** When a voter contests any election, he/she shall file with the SEC a written complaint, setting forth specifically:
 - a. The name of the contestant and that he/she is a named candidate, in which the contested election was held.
 - b. The name of the defendant.
 - c. The office.
 - d. The particular grounds of the contest.
- F. **Allegation of Illegal Votes.** When the reception of illegal votes is alleged as a cause of contest, it is sufficient to state generally that illegal votes were given to the defendant, that, if taken from the contestant will reduce the number of the contestant's legal votes below the number of legal votes given to some other candidate for student regent. The SEC shall cause to be delivered to the defendant, a copy of the complaint filed by the contestant.
- G. **Technical Errors in Allegations Disregarded.** A statement of the grounds of contest shall not be rejected, nor do the proceedings dismissed by the SEC, for want of form, if the grounds of contest are alleged with such certainty as will advise the defendant of the particular ground or cause for which the election is contested.

Procedure in Filing Statements of Contest

- A. **Timeline for Filing Statements of Contest.** The contestant shall write a statement of contest and shall file it within ten (10) business days after the declaration of the result of the Student Regent election.
- B. **Special Session.** Within seven (7) business days after the end of time allowed for filing statements of contest, the SEC shall thereupon hold a special session to address the statement of contest.
- C. **Citation to Defendant.** The SEC shall thereupon issue a citation for the defendant to appear at the time and place specified in the order, which citation shall be delivered and served upon the parties at least three (3) business days before the time so specified, either:

- a. Personally, or
 - b. Through their official University of Guam e-mail address (gotriton).
- D. Findings and Conclusions: Judgment. The SEC shall continue a special session to hear and determine all issues arising in contested elections. After hearing the proofs and allegations of the parties and within five (5) business days after the submission thereof the SEC shall place in the election file its findings of fact and conclusions, and immediately thereafter shall announce judgment in the case, either confirming or annulling the portion of the election contested. The judgment shall be entered immediately thereafter in the election file.
- E. Final Appeals. Within five (5) business days following the Special Session decision, the contestant may file a final appeal with the UOG President. The President will make a final decision on the contest stating in writing the reasons and justifications.
- F. Determination of Tie. In the case of a tie for Student Regent, a runoff election will be held within ten (10) business days of the election.

Sanctions

The following sanctions for violation of the Student Regent Election Regulations are to be considered by the University Student Discipline and Appeals Committee:

- A. **Warning:** A notice in writing to the student that he/she is violating or has violated the election regulation, but that the violation did not result in a substantial disruption to the election process. Two (2) or more sanctions of warnings against a student may result in a loss of privileges with regards to participation in the current and/or future elections as a voter and/or candidate.
- B. **Loss of privileges:** A student may be sanctioned with a loss of privilege to participate in future elections, both as a voter and/or candidate for a specified number of election cycles. If the student violated the election regulation resulting in a substantial disruption to the election process and/or received two (2) or more sanctions of warnings, and that student is a current candidate, then removal as a candidate for that current election may be sanctioned. In such a case, the student candidate with the next highest vote will be declared the winner. If there is no candidate with the next highest vote, procedures of a vacancy of this position shall be followed in accordance with the UOG BOR Amended Bylaws, dated August 23, 2018. Any vacancy during the term of a Student Regent shall be filled for the remainder of the term by an election of a majority of the Student Government Associate of a student having the qualifications specified in the Articles of Incorporation and the UOG BOR Amended Bylaws.

SECTION 11

Election Process Evaluation and Review

- A. Within thirty (30) business days of certification of a Student Regent Election, the SEC shall furnish the Chairperson of the BOR, via the Dean of EMSS, the Senior Vice President for Academic and Student Affairs and the President of the University, a report summarizing the election process. Any recommendations for improving the Student Regent Election Regulation will be provided in this report. This report shall also be directed to the SGA Council.



**UNIVERSITY OF GUAM
UNIBETSEDÁT GUÅHAN
Board of Regents**

Resolution No. 18-39

**RELATIVE TO SETTING STUDENT FEES AND MISCELLANEOUS CHARGES, AND
DELEGATING APPROVAL AUTHORITY TO THE UNIVERSITY OF GUAM PRESIDENT FOR THE
SETTING OF MISCELLANEOUS CHARGES**

WHEREAS, the University of Guam (UOG) is the primary U.S. Land Grant institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WSCUC) serving the postsecondary needs of the people of Guam and the Western Pacific region;

WHEREAS, the Board of Regents (BOR) assesses Student Fees and miscellaneous Charges so that UOG services and facilities can be offered and maintained;

WHEREAS, the BOR has historically set Student Fees in areas such as Student Admission Application, Tuition, Student Registration, Courses and Labs, Resident Housing, Student Fines, and other Student Fees, in accordance with the UOG Articles of Incorporation;

WHEREAS, the BOR has historically set miscellaneous Charges in areas such as Auxiliary Units, Products, Services, Activities, Room Rentals, Events, and Penalties, and similar, in accordance with the UOG Articles of Incorporation;

WHEREAS, setting and monitoring both Student Fees and miscellaneous Charges have become unnecessarily onerous for the BOR, and to reduce that burden, approval of the miscellaneous Charges can be delegated to the UOG President to reduce the BOR's workload; and

WHEREAS, this resolution's request to delegate the BOR's authority of setting miscellaneous Charges to the UOG President, as defined above, has been reviewed and endorsed by the UOG Administrative Council, the BOR Student Affairs, Scholarships, Alumni Relations and Honorary Degree (SASARHD) Committee, and BOR Budget, Finance, and Audit (BFA) Committee, for BOR approval.

NOW, THEREFORE, BE IT RESOLVED, that Student Fees will remain the purview of the BOR, and miscellaneous Charges shall be delegated to the President of UOG, and may be further delegated in writing to other administrators, as appropriate; and


BE IT FURTHER RESOLVED, that this resolution covers all Student Fees and miscellaneous Charges found in past policies and resolutions.

Adopted this 15th day of November, 2018.



Christopher K. Félix, Chairperson

ATTESTED:



Thomas W. Krise, Ph.D., Executive Secretary

Investment Chairperson Elvin Chiang will give his report.

The Investment Update will be discussed at this time.

BFA Chairperson Regent Elvin Chiang will give his report.

BOR Regular Meeting of November 15, 2018- For Reporting Purposes - Reports from Standing Committees

University of Guam FY18 Allotment reconciliation 10.31.2018

Acct Title	Fund Source	Account Number	Obj Code	Appropriation	PL34-87 Reduction % 2%	Available	DOA Cash Adj at 4.18547%	Available	PAYMENT												Total Payments as of 10.31.18	Apprn Balance			
									Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	JULY	AUGUST	SEPTEMBER					
Operations	GF	5100A189973C1001	250	307,40,431.00		2,963,230.00	27,877,201.00	1,342,418.25	2,561,702.50	3,472,141.65	-	1,725,053.50	1,550,075.25	1,973,447.85	2,179,448.00	1,848,306.10	1,910,514.68	1,834,586.00	1,365,852.68	1,653,188.10	2,194,116.31	4,620,666.44			
Scholarship/Financial Aid	GF	5100A189973C1005	250	3,599,358.00		311,834.00	3,287,524.00	158,309.73	3,129,214.27	118,297.50	-	299,846.50	599,893.00	257,533.00	-	273,971.13	223,176.69	-	223,176.69	426,515.45	2,604,158.97	525,055.30			
Guam Herpetology Program	GF	5100A189973C1006	250	162,884.00		16,896.00	146,988.00	8,036.38	158,923.62	15,224.50	-	-	45,673.50	19,071.70	-	13,908.06	11,327.86	-	11,327.86	21,648.78	132,189.34	26,656.38			
WERI - Comp/ Monitoring	GF	5100A189973C1011	250	155,626.00		13,483.00	142,143.00	6,844.85	135,298.15	12,968.80	-	-	38,906.40	11,135.05	-	11,845.70	9,645.53	-	9,645.53	18,441.32	112,596.33	22,701.82			
Aquaculture Center	GF	5100A189973C1031	250	125,254.00		10,852.00	114,402.00	5,508.99	108,893.01	10,437.80	-	-	31,313.40	8,962.00	-	9,533.89	7,766.28	-	7,766.28	14,842.22	90,621.67	18,271.14			
QPRC	GF	5100A189973C1032	250	125,000.00		10,830.00	114,170.00	5,497.62	108,672.38	10,418.60	-	-	33,245.80	8,944.00	-	9,514.52	7,750.53	-	7,750.53	14,832.12	90,438.10	18,234.08			
Northern/Souther SWDC	GF	5100A189973C1033	250	149,384.00		12,942.00	136,442.00	6,870.32	129,571.68	12,448.65	-	-	12,448.65	10,688.40	-	11,370.60	9,262.44	-	9,262.44	39,483.20	129,871.68	6.00			
Total GF		TOTAL FY2018 GF APPR		35,077,747.00		3,238,999.00	31,838,748.00	1,533,185.36	30,305,562.64	2,680,000.00			3,715,287.00	24,897.30	2,025,000.00	2,316,560.00	2,283,762.00	2,179,448.00	2,179,448.00	2,179,448.00	1,834,586.00	1,834,586.00	2,218,941.20	25,073,963.50	5,231,578.14
1st Generation Trust Fund	TEFF	5205A189973C1313	250	250,000.00		250,000.00	-	-	250,000.00	-	-	-	-	-	-	-	-	-	-	-	250,000.00	-	-		
Guampesta	TAF	5205C189973C1312	250	200,000.00		200,000.00	-	-	200,000.00	-	-	-	49,999.96	-	-	33,333.30	-	-	16,666.65	33,333.30	16,666.65	16,666.65	200,000.00	-	
CIP - Rental	TEFF	5297A189973C1214	250	602,349.00		602,349.00	-	-	602,349.00	-	-	-	-	-	-	-	-	-	-	-	602,349.00	-	-		
CIP - Debt Service	TEFF	5297A189973C1297	250	500,000.00		500,000.00	-	-	500,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	500,000.00	-	
Guam Cancer Trust	HFF	5602C189973C1208	250	2,786,270.00		2,786,270.00	-	-	2,786,270.00	232,189.10	232,189.10	232,189.10	-	464,378.20	-	-	-	-	-	896,567.30	232,189.50	2,786,270.00	-	-	
Total non-GF		TOTAL OTHER FUNDS		4,338,619.00		4,338,619.00			4,338,619.00	232,189.10	265,522.40	232,189.10		514,378.15		33,333.30	464,378.20	248,855.75	33,333.30	713,233.95	1,107,205.75	2,786,270.00	3,838,619.00	500,000.00	

= Unpaid
 PER UGAH- WH
 pay by end of
 2018

FY19 Allotment (as of 10.31.2018)

Acct Title	Fund Source	Account Number	Obj Code	Appropriation	Available	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	JULY	AUGUST	SEPTEMBER	Total Payments as of 10.31.18	FY19 Apprn Balance	payment rec'd
Operations	GF	5100A189973C1001	250	27,456,655.00	27,456,655.00	1,942,222.44												1,942,222.44	25,514,432.56	7.87%
Scholarship/Financial Aid	GF	5100A189973C1005	250	3,287,524.00	3,287,524.00	232,866.25												232,866.25	3,054,657.75	7.08%
Guam Herpetology Program	GF	5100A189973C1006	250	166,866.00	166,866.00	11,919.63												11,919.63	155,946.37	7.08%
WERI - Comp/ Monitoring	GF	5100A189973C1011	250	142,143.00	142,143.00	10,668.48												10,668.48	131,474.54	7.51%
Aquaculture Center	GF	5100A189973C1031	250	114,402.00	114,402.00	8,103.43												8,103.43	106,298.57	7.08%
QPRC	GF	5100A189973C1032	250	114,170.00	114,170.00	8,086.34												8,086.34	106,083.66	7.08%
Northern/Souther SWDC	GF	5100A189973C1033	250	136,442.00	136,442.00	12,288.39												12,288.39	124,153.61	9.01%
Total GF		TOTAL FY2018 GF APPR		31,418,202.00	31,418,202.00	2,226,055.54												2,226,055.54	29,192,146.46	

UNIVERSITY OF GUAM

**Statement of Revenues, Expenses, and Changes in Net Position
For the month ending September 2018**

	Cash Basis (Unaudited 9/30/2018	Audited 9/30/2017	
A- OPERATING REVENUES			
Student tuition and fees, net	24,727,549	24,653,185	
Scholarships Discount and Allowances	(11,014,312)	(11,567,149)	
Federal Grants/contracts	30,874,063	30,378,823	
Gov Guam grants & contracts	1,342,998	1,172,958	
Non govt. grants & contracts	1,039,469	1,153,310	
Sales & Services of education dept.	542,865	542,289	
Auxilliary enterprises	1,763,295	1,782,675	
Other Revenues	5,914,718	6,342,764	
Prior Year GovGuam Allotment Received	5,037,554	1,991,758	
Total operating revenues	60,228,199	56,450,613	
Recovery of Bad Debts	-	(449,519)	
	60,228,199	56,001,094	
B- OPERATING EXPENSES			
Educational and general:			
Instruction	21,000,553	19,388,731	1,611,822
Research	13,678,172	13,524,601	
Public Service	9,981,519	10,194,907	
Academic Support	10,568,754	10,681,229	
Student services (net of allowance)	3,752,870	3,244,008	
Institutional support	9,230,133	8,893,268	
Operations and maintenance plant	7,434,921	5,378,733	2,056,188
Depreciation	3,617,402	3,492,472	
Scholarships and fellowships	9,286,611	10,035,229	
Auxilliary enterprises	2,805,528	2,046,201	
Bookstore	1,373,087	938,660	
Housing	893,929	570,810	
English Language Institute	193,167	197,015	
Other auxilliary service	345,345	339,716	
Total operating expenses	91,356,463	86,879,379	
Operating income (loss)	(31,128,265)	(30,428,766)	
C- NON-OPERATING REVENUES (EXPENSES)			
GovGuam appropriations	28,241,944	27,191,546	1,050,398 CASH BASIS
Investments income (net of expenses)	1,843,843	2,355,658	(511,815) NON-CASH
Interest on capital assets- debts related	(504,036)	(514,841)	
Debt service- DOA bond (P.L. 22-19)	(2,027,787)	(2,027,286)	
Net non operating revenues	27,753,964	27,005,077	
Income (Loss) before other revenues/expenses	(3,374,301)	(3,423,690)	
Total other revenues/expenses	(192,100)	(17,756)	
Change in net position	(3,566,401)	(3,441,446)	
D- NET POSITION			
Net Position beginning (Audited)		<u>25,555,117</u>	
Net Position ending YTD FY 2018		<u>22,113,671</u>	

UNIVERSITY OF GUAM

Balance Sheet

	Unaudited as of 9/30/18	Audited as of 9/30/17	Variance
ASSETS			
Cash in Bank/On Hand	4,280,429	9,647,880	(5,367,451)
Short Term Investments	16,884,954	13,222,197	3,662,757
Due from Gov Guam	-	231,760	
Accounts Receivable, tuitions net	7,850,928	7,506,300	
Accounts Receivable, others- net	1,823,550	1,431,737	
Accounts receivable grants/contracts	3,808,682	3,806,702	
Due fr UOG Foundation	640,000	325,000	
Inventories	674,936	782,002	
Investment	14,297,675	7,288,283	7,009,392
Investments, endowments	17,810,982	23,588,817	(5,777,835)
Capital assets, net	66,242,438	67,437,018	(1,194,580)
Other current assets	293,763	438,440	
Deferred Outflows from pension	10,589,601	10,589,601	
Total assets	145,197,938	146,295,737	
LIABILITIES			
Current portion of long term	241,226	241,226	
Accounts payable & accrued liabilities	5,935,739	4,988,393	947,346
Unearned Revenue	8,971,462	8,307,407	
Deferred revenue GovGuam Appro	-		
Current portion of accrued annual leave	842,121	842,121	
Accrued annual leave, net of current portion	1,045,482	1,045,482	
Deposits agency	-	74,453	
Net pension liability	93,255,503	93,255,503	
Long Term debt	10,249,915	11,072,359	(822,444)
DCRS sick leave liability	3,517,295	3,517,295	
Deferred inflows of Resources	837,827	837,827	
Total liabilities and deferred inflows of Resources	124,896,570	124,182,066	
FUND BALANCES			
Invested capital assets, net related debts		56,123,433.00	
Restricted		5,126,907.00	
Expendable		5,815,639.00	
Unrestricted		(44,952,308.00)	
Total fund balance end, 9.30.18		22,113,671	
Total liabilities and fund balances		146,295,737	

University of Guam

Budget to Actual Statement

FY 2018 General Operations Local Appropriation

As of Sept 30, 2018

	Budget	Actual	Variance
	Fiscal Realignment	as of 9/30/18	
Revenues			
GovGuam Appropriations (cash)	27,877,201	21,914,116	(5,963,085)
Tuition, net (accrual)	13,811,656	13,472,983	(338,673)
Federal Matching Funds	1,586,631	1,586,631	-
PIP Net Revenue (transfer)	400,000	400,000	-
Total Revenues	43,675,488	37,373,730	(6,301,758)
General Operations Expenses			
Personnel Expenses	\$ 36,710,781	33,869,686	2,841,095
Operating (Non-Personnel) Expenses			
Travel (faculty search)	130,000	107,828	22,172
Contracts	4,009,435	3,916,148	93,287
Supplies	505,770	397,642	108,128
Equipment	196,619	189,834	6,785
Capital Outlay	776,534	263,207	513,327
Miscellaneous	109,579	120,184	(10,605)
Utilities	4,100,000	3,639,997	460,003
Subtotal Operating (Non-Personnel) Expenses	9,827,937	8,634,840	1,193,097
Total General Operations Expenses	\$ 46,538,718	\$ 42,504,526	
Surplus (Deficit)	(2,863,230)	(5,130,796)	

University of Guam
Collections Report
For the Month of
SEP 2018

SFAP Receivables Data

	Principal \$	Interest \$	Paid \$	Balance
Service Credit	19.48M	N/A	7.11M	12.37M
Paying	1.96M	429K	975K	1.41M
Non-Paying	2.95M	638K	523K	3.07M

} 4.48M

ACTUAL COLLECTIONS

	FY2014	FY2015	FY2016	FY2017	Forecast by FY2018	Actual FY2018
SFAP	258,704	416,499	250,072	710,464	314,000	534,038
DOC	2,451	4,275	4,500	14,671	6,000	2,000
YEC	76,222	53,291	81,334	79,533	80,000	36,045
PROJECTION:	525,000	300,000	300,000	300,000	400,000	572,083

143% Actual
100% Forecast FY18

1.a. Monthly Aging Summary (Paying/Non-Paying)

	TOTAL	Paying				Non-Paying		
		0-30	31-60	61-90	90+	120+	180+	365+
YEC	818,317	169,979	0	0	35,966	0	0	612,371
Merit	1,460,984	325,034	0	38,333	0	0	0	1,097,617
Nurses	136,211	49,709	24,391	0	0	0	0	62,111
DocFell	344,656	247,283	0	0	0	0	0	97,373
DocSanc	37,947	7,095	0	0	0	0	0	30,852
Protech	788,838	234,457	0	184,098	0	0	0	370,283
GGSL	854,292	104,224	20,834	0	10,708	1,161	0	717,365
ROTC	31,233	8,983	0	0	0	0	0	22,250
AHEG	8,365	150	0	1,485	2,830	0	0	3,900
Soc Wrk	4,369	0	0	0	0	0	0	4,369
Total	\$4,485,212	\$1,146,914	\$45,225	\$223,916	\$49,505	\$1,161	\$0	\$3,018,491

Paying>>> \$1,146,055 Non-Paying>>> \$3,069,156

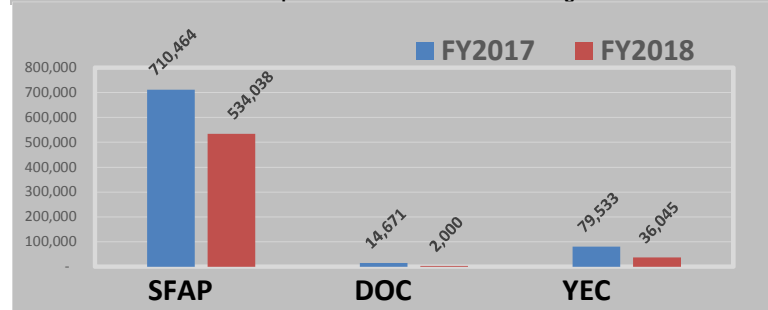
1.a. Combined Total Outstanding

	Sep 2018	Aug 2018	Jul 2018	Jun 2018
YEC	818,317	821,156	809,365	812,383
Merit	1,460,984	1,447,243	1,467,643	1,472,696
Nurses	136,211	138,271	148,596	150,226
DocFEll	344,656	345,306	346,806	306,978
DocSanc	37,947	38,297	38,547	38,722
Pro-Tech	788,838	729,729	770,555	771,688
GGSL	854,292	858,207	932,045	896,734
ROTC	31,233	22,250	37,033	37,033
AHEG	8,365	8,415	8,815	8,865
Soc Wrk	4,369	4,369	4,369	4,369
Total	4,485,212	4,413,243	4,563,773	4,499,693

	FY2017 Month SEP FY17	FY2018 Month SEP FY18	FYTD FY2017 SEP	FYTD FY2018 SEP
1 SFAP	26,010	16,740	710,464	534,038 *(1)
2 DOC	11,465	175	14,671	2,000
3 YEC	2,509	4,928	79,533	36,045
Total	\$ 39,984	\$ 21,843	\$ 804,668	\$ 572,083

*(1) Collected 100% 2 GovGuam Student Loan accounts
Collected 100% 3 Merit, 2 Protech, 1 GovGuam (old) accounts,
1 Nurses Training

Collections Comparison 2017 and 2018 YTD ending SEP 2018





UNIVERSITY OF GUAM
UNIBETSEDĀT GUAHAN

Administration and Finance
Office of the Comptroller

**FY 2018 Procurement Transactions and Contracts Report
As of September 30, 2018**

Compliance with BOR Resolution 05-54 (Adopted 12/5/05): At each monthly Board meeting, the Board requires a listing of approved procurement transactions and contracts greater than \$100,000.00.

	Purchase Order > \$100k		Vendor	Description
	Count	\$ Value		
October 2017	1	\$174,444.00	ComPacific	UOG BID P21-17 Office of Information Technology (OIT) UPS Replacement
	2	\$104,400.00	Lagu Sanitation	UOG BID P07-17 Trash Collection Services
November 2017	1	\$112,882.00	Ellucian Company	PO P2180051 Software (Colleague) Maintenance Enhancement/Support Services
December 2017	None	\$0	NA	NA
January 2018	None	\$0	NA	NA
February 2018	None	\$0	NA	NA
March 2018	None	\$0	NA	NA
April 2018	None	\$0	NA	NA
May 2018	None	\$0	NA	NA
June 2018	None	\$0	NA	NA
July 2018	None	\$0	NA	NA
August 2018				
September 2018				
	Contracts >\$100k			
October 2017	1	\$213,382.00	Department of Public Health & Social Services, Division of Public Welfare	To conduct and evaluate community (focus group) meetings representative of the Northern, Central, and Southern regions in Guam to systematically collect relevant data on the food, nutrition, and health issues for the development of future SNAP-Ed projects in Guam.
	2	\$137,500.00	Ocean Voyages	Vessel to Support Forest Inventory in the Republic of the Marshall Islands 2018.
November 2017	1	\$152,377.00	Department of The Interior	WERI a water-resource monitoring program with U.S. Geological Survey.
	2	\$158,332.00	American Cancer Society Inc.	Cancer Support Services through the Guam Cancer Trust Funds.
December 2017	1	\$984,204.00	Guam Cancer Care	Cancer Support Services through the Guam Cancer Trust Funds.
January 2018	1	\$100,000.00	Department Public Health and Social Services Division of Public Health (DPHSS)	To provide Guam Affordable Care Act, Maternal, Infant, and Early Childhood Home Visiting Program.
	2	\$131,017.00	Guam Department of Education	To provide professional services to support the implementation and expansion of the positive behavior intervention and support.

February 2018	1	\$203,840.63	Guam Department of Agriculture Development Services	MOU with UOG CNAS development of skilled workforce for orchid nurseries on Guam.
	2	\$12,000,000.00	Office of the Governor of Guam	For building of the Guam Cultural Repository in connection with the relocation of U.S. Marine Corps from Okinawa to Guam.
	3	\$136,200.00	J.M. Aquino PC	For Engineering Services for the Dean Circle Storm Water Drainage System Mitigation project.
March 2018	None	\$0	NA	NA
April 2018	1	\$175,000.00	Guam Department of Education	Consultant Services to Revise the GDOE Standard Base Assessments (GDOE RFP 002-2018).
	2	\$479,874.00	Bascon Corporation	UOG BID P08-18, Pre-disaster Mitigation Grant Project (Hardening of Annex A & B).
May 2018	1	\$121,000.00	Guam Department of Education	Consulting services and technical support for the development of pre-kindergarten practices pursuant to GDOE RFP 015-2017.
June 2018	1	\$203,840.63	Department of Agricultural, Development Services	Development of Skilled Workforce for Orchid Nurseries on Guam.
	2	\$168,000.00	Department of Agricultural, Forestry and Soil Resources Division	2018 Guam Forestry Watershed Restoration project "Forest Services Landscape Scale Restoration".
July 2018	1	\$120,000.00	Commission on Decolonization	SBPA for the Self-Determination Community Education and Outreach Program Study.
	2	\$350,516.25	Modern Konstrak	UOG BID P13-18 Design-Build 2 nd Floor Laboratory Classroom Addition at Science Building Annex.
	3	\$468,395.00	The Edward M. Calvo Cancer Foundation	For Cancer support Services
	4	\$135,021.17	United States Department of the Interior-National Park Service	Building Staghorn Coral Community Resilience and Facilitating Post-Bleaching Recovery.
August 2018	1	\$149,702.00	Guam Department of Education	Teacher and Administrator Effectiveness Project. PIP to provide professional development and testing to attain initial educator certification.
	2	\$125,400.00	JM Aquino	Provide Construction Management (Technical and Administrative Services) for UOG Engineering Annex Building (RFP P16-18).
	3	\$1,198,498.00	Bascon Corporation	UOG P17-18 Dean Circle Storm Water Drainage System Mitigation.
	4	\$168,000.00	Guam Department of Agriculture, Forestry and Soil Resources Division	Administer and implement 2018 Guam Forestry Watershed Restoration Project.
September 2018	1	\$150,000.00	Bureau of Statistics & Plan	MOA: CNAS Cooperative Extension Service to conduct activities related to the 2018 Survey of Compact of Free Association (COFA) Migrants in Guam.



UNIVERSITY OF GUAM
UNIBETSEDAT GUAHAN

Administration and Finance
Office of the Comptroller

**FY 2019 Procurement Transactions and Contracts Report
As of October 31, 2018**

Compliance with BOR Resolution 05-54 (Adopted 12/5/05): At each monthly Board meeting, the Board requires a listing of approved procurement transactions and contracts greater than \$100,000.00.

Purchase Order > \$100k				
	Count	\$ Value	Vendor	Description
October 2018		NONE	NONE	NONE
November 2018				
December 2018				
Contracts \$100k and over				
October 2018	1	\$160,000.00	Department of Public Health & Social Services	MOU: CEDDERS to implement project LAUNCH - Linking Actions for Unmet Needs in Children's Health; continuation of a 5-yr MOU 2014-2019 for a total of \$800k.
	2	\$101,485.67	SSFM International	To perform Environmental Assessment for Cultural Repository facility.
	3	\$494,657.00	Bureau of Statistics and Plans	MOU: CNAS To conduct household income/expense survey in Guam; DOI- Technical Assistance Program.
	4	\$100,000.00	Department of Public Health & Social Services	MOA: CEDDERS to provide technical assistance in launching Project Bisita/Familia to develop early childhood home visitation program.
	5	\$200,264.00	Guam Department of Agriculture	MOA – Research Corporation of the University of Guam (RCUOG) in conjunction with CNAS to conduct treatment of Little Fire Ant on Guam under federal grant award of Drone Program Startup for Little Fire Ant Management.
	6	\$242,726.02	Guam Department of Agriculture, Agricultural Development Services	MOU- CNAS to administer, implement and manage project to improve seed distribution system of heirloom eggplants and chili peppers for sustainable agriculture in Guam.
November 2018				
December 2018				



**UNIVERSITY OF GUAM
UNIBETSEDÁT GUÅHAN
Board of Regents**

Resolution No. 18-40

RELATIVE TO APPROVING THE FY2019 INSURANCE PROGRAM

WHEREAS, the University of Guam (UOG) is the primary U.S. Land Grant institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WSCUC) serving the post-secondary needs of the people of Guam and the Western Pacific region;

WHEREAS, the governance and well-being of UOG is vested in the Board of Regents (BOR);

WHEREAS, UOG's insurance program provides liability coverage and protection for its assets, which are vital for student learning;

WHEREAS, UOG and its risk manager prepared insurance specifications and solicited quotations for the following policies: property, terrorism, crime, and automobile liability;

WHEREAS, the administration reviewed the quotations submitted by responsive and qualified insurance providers, and selected policies which best meet the institution's need, providing the level of coverage necessary to safeguard university assets from major loss or catastrophic damage;

WHEREAS, UOG was not able to obtain insurance quotations in time for a BOR review prior to the expiration of coverage on September 30, 2018;

WHEREAS, UOG's insurance program coverage for the policy year beginning October 1, 2018 was placed into effect by the President, subject to the BOR's ratification, as authorized by BOR Resolution No. 18-32;

WHEREAS, in compliance with the requirements of BOR Resolution No. 18-32, the administration presents the FY2019 insurance program coverage obtained by UOG to the Budget, Finance and Audit (BFA) Committee and the Physical Facilities Committee for review and recommendation to the BOR; and

WHEREAS, the BFA and Physical Facilities Committees have reviewed the attached summary of insurance premiums, policies and coverage and, together with the President, recommend to the BOR for approval and ratification the insurance program coverage that has been executed.


NOW, THEREFORE, BE IT RESOLVED, that the BOR hereby approves and ratifies the insurance program coverage obtained and effectuated for the policy year beginning October 1, 2018.

Adopted this 15th day of November, 2018.



Christopher K. Felix, Chairperson

ATTESTED:



Thomas W. Krise, Ph.D., Executive Secretary

University of Guam
 Insurance Renewals
 Sep-18

Coverage Type	2017/2018 Premium	2018/2019 Premium	Calvo's	Guahan	Nanbo	Moylan's	Notes
Property	269,053	269,053				269,053	2nd of 5 Year Term
Terrorism	8,313	8,313				8,313	2nd of 5 Year Term
Automobile Liability	9,725	10,508				10,508	2nd of 3 Year Term
Crime	6,000	5,700	5,700	8,094	14,862	6,000	
	Risk Retention Group Quotes						
General Liability	91,333	91,333					
Excess Liability	98,539	99,524					
Educators Liability	73,137	74,600					
Professional Liability	22,983	24,483					
Total U/E	285,992	289,940					
Totals	579,083	583,514					

Acting Physical Facilities Chairperson Regent Liza Provide will give her report.

The Plant and Facilities Update will be discussed at this time.

An update will be provided from the University of Guam Endowment Foundation.

The floor is now open for presentations by the public. Presentations are limited to 3 minutes per person.

The BOR will enter Executive Session at this time.

The documents presented in Executive Session are confidential and not available for public review.

BOR Chairperson will adjourn the meeting.