
B. FACULTY AND ADMINISTRATIVE EMPLOYEES**1. Coverage**

This Subsection B. applies to all faculty and administrative employees of the Board unless otherwise provided by these Regulations, by law, or by the terms of a collective bargaining agreement.

2. Salaries and Compensation

- a. The President shall annually develop guidelines for the initial and continuing salaries of administrative employees. The President shall review the guidelines and any changes with the Board before implementation.
- b. The President shall annually develop guidelines for the award of salary increases. The President shall review such guidelines with the Board before implementation.
- c. The university shall develop policies concerning salaries for department chairs. The policies and any changes shall become effective when approved by the President.
- d. The salary of any individual becoming a member of the faculty after relinquishing an administrative position shall be determined on the basis of such individual's qualifications as a faculty member.

3. Administrative Employees with Faculty Rank

The following provisions shall apply to administrative employees with faculty rank (including Chairs) and shall not apply to employees covered by a collective bargaining agreement.

- a. An administrative employee may retain faculty rank in a department (or equivalent academic unit) in which it has previously been granted by the university. Furthermore, an administrative employee may be granted faculty rank at the time of appointment or subsequent thereto or may be promoted in faculty rank if such employee satisfies the educational requirements specified in Subsection A.6., above and faculty rank or promotion is recommended by the appropriate department (or equivalent academic unit), the Dean, and Provost/Vice President and approved by the President.
- b. An administrative employee with faculty rank previously granted tenure by the Board shall retain such tenure, which shall not be transferred from one department (or equivalent academic unit) to another except by approval of the Board upon recommendation by the President after consultation with the departments (or equivalent academic units) involved.
- c. At the time of initial employment by the Board, an administrative employee whose preceding employment included faculty rank and tenure may be granted tenure only if so recommended by the department (or equivalent academic unit), the Dean, the Provost/Vice President, and the President and approved by the Board.

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- d. Except for a Chair, who shall be eligible for tenure as provided in paragraph e. below, an administrative employee with faculty rank but without tenure shall not be eligible for tenure during the period that such employee occupies an administrative position.
- e. Chairs shall be eligible for consideration for tenure during their term of service as Chair if they hold at least the rank of Assistant Professor. Such employees may be considered for promotion to Associate Professor and tenure in the same year.
- 1) **Educational Requirements**

A Chair shall be eligible for consideration for tenure if he/she meets the educational requirements established by the university for tenure for faculty employees covered by a collective bargaining agreement.
 - 2) **Years of Service**
 - a) Except as provided in paragraph 3) below, a Chair may not apply for tenure before his/her sixth probationary year of employment at the university.
 - b) A Chair who has no previous full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year one at the time of initial appointment.
 - c) A Chair who has one year of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year two at the time of initial appointment.
 - d) A Chair who has two years of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year three at the time of initial appointment.
 - e) A Chair who has three or more years of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year four at the time of initial appointment.
 - f) A Chair may elect to be placed in a lower-numbered probationary year by written notification to the appropriate Provost/Vice President by the close of the second academic term following his/her initial appointment.
 - 3) **Consideration for Tenure on the Basis of Exception**
 - a) A Chair who does not satisfy the educational requirements for tenure established pursuant to paragraph 1) above or the years of service requirement specified in paragraph 2) above may apply for consideration for tenure in his/her fourth, fifth, or sixth year of full-time service at the university on the basis of exceptional teaching/performance of primary duties, research/creative activity, or service.

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- b) A Chair who applies for consideration for tenure as an exception to the educational requirements or years of service requirements shall present evidence in support of his/her claim for an exception.
 - 4) Tenure for Chairs shall not be acquired automatically by length of service. Tenure shall be granted and may be acquired only by specific action of the Board after receipt of a specific recommendation of the President. Tenure shall be in an academic department or equivalent unit.
 - 5) The performance of a Chair during the entire term of employment shall be considered by the Board in determining whether to grant tenure.
 - 6) An eligible Chair must apply to the Dean of his/her college (or equivalent unit) prior to the commencement of the tenure process in order to be considered for tenure. In the event that an eligible Chair does not submit his/her application for tenure in the sixth probationary year, such employee shall receive a terminal contract for the next subsequent academic year.
 - 7) Removal from Office

In appropriate circumstances, removal of a Chair from office during the term of a Chair's appointment may be initiated by vote of a 2/3 majority of all probationary and tenured faculty members of the department, or by the Dean of the College after consultation with members of the department and the Provost/Academic Vice President. The final decision with respect to removal of a Chair shall be made by the President. In the event of removal from office, a Chair shall be entitled to return to his/her department to assume faculty responsibilities at his/her then current faculty rank. The President shall establish guidelines concerning the removal of a Chair from office during the term of a Chair's appointment. The guidelines shall ensure that the incumbent has a brief statement from the faculty of the department outlining the reason(s) for their action, a short summary of the evidence supporting the faculty's action, and an opportunity to explain the Chairs' side of the matter before the President decides.

4. Reassignment and Termination

a. Reassignment

- 1) Employees at the university may be reassigned by the President without notice in advance. The President shall consult with the Board prior to the reassignment of a Provost/Vice President. Employees, other than employees with a temporary appointment (including employees whose appointment is supported by grant or contract funds), who are reassigned shall receive written notice of any reduction in monthly compensation as follows:
 - a) In the first year of employment at the university, not later than three months prior to the effective date of reduction in monthly compensation; and

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- b) in the second or subsequent year of employment at the university, not later than six months prior to the effective date of reduction in monthly compensation.
- 2) Unless the contract of employment specifies otherwise, the President may be reassigned by the Board without notice in advance. A President who is reassigned shall receive written notice of any reduction in monthly compensation as follows:
 - a) In the first year of employment as President, not later than three months prior to the effective date of reduction in monthly compensation; and
 - b) in the second or subsequent year of employment as President, not later than six months prior to the effective date of reduction in monthly compensation.

This paragraph a. does not apply to Chairs.

b. Termination with Notice

- 1) The President shall be employed by and serve at the pleasure of the Board unless the contract of employment specifies otherwise. The President shall receive written notice of termination, signed by the Chair of the Board, as follows:
 - a) in the first or second year of employment as President, not later than six months prior to the termination date specified in the notice;
 - b) in the third or subsequent year of employment as President, not later than twelve months prior to the termination date specified in the notice.
- 2) All other employees shall be employed by the Board and serve at the pleasure of the President. Employees, other than employees with a temporary appointment (including employees whose appointment is supported by grant or contract funds), shall receive written notice of termination signed by the President as follows:
 - a) in the first year of employment at the university, not later than three months prior to the termination date specified in the notice;
 - b) in the second through fifth year of employment at the university, not later than six months prior to the termination date specified in the notice; and
 - c) in the sixth or subsequent year of employment at the university, not later than twelve months prior to the termination date specified in the notice.

Employees terminated in accordance with this paragraph b. shall not be entitled to invoke the procedures for hearing provided in paragraph c. below. Their employment is at-will and subject only to the notice and additional term of employment described above. If such employees have academic rank (but not tenure), they shall not be entitled to return to a teaching position. The provisions for prior notice set forth in this paragraph b. shall not be applicable in cases involving termination for cause, in which cases the procedures specified in paragraph c. below

shall apply. This paragraph b. does not apply to the removal from office of Chairs. The President shall consult with the Board prior to issuing a written notice of termination to a Provost/Vice President.

c. Termination for Cause (Hereinafter "Termination")

1) Employees Covered by a Collective Bargaining Agreement

Termination of a tenure appointment at any time or of a probationary, temporary, or other non-tenure appointment before the end of the specified term shall be governed by the appropriate collective bargaining agreement. Employees with tenure or probationary, temporary, or other non-tenure appointments do not have a right to the procedures provided herein which, in such cases, would duplicate the rights provided by the appropriate collective bargaining agreement.

2) Employees Not Covered by a Collective Bargaining Agreement

Termination of employees not covered by a collective bargaining agreement before the end of the specified term of employment may be effected at any time for adequate cause after notice and an opportunity to be heard as provided in these Regulations. Termination proceedings shall be initiated by the President. The President shall consult with the Board prior to the initiation of a termination proceeding against a Provost/Vice President, Dean, or Associate/Assistant Provost/Vice President who supervises Deans/Directors.

"Adequate cause" as used in this paragraph c. shall mean one or more acts or omissions which, singly or in the aggregate, in the Board's sound discretion, have directly and substantially affected or impaired an employee's performance or fulfillment of his/her duties.

3) The following provisions shall apply to university employees:

- a) The President shall have the right to a hearing by the Board.
- b) Prior to issuance of a notice of intent to seek termination of an employee, the President shall, when practicable hold at least one meeting with the employee to discuss possible remedial actions by the employee or to discuss settlement of the matter. If such a meeting is not practicable, the President shall make at least one good faith attempt to communicate with the employee by registered or certified mail, return receipt requested addressed to the employee's last known address, to offer the employee the opportunity to propose remedial actions by the employee or to discuss settlement.
- c) Prior to such a meeting or attempted communication, the President shall provide the employee with a written statement of the purpose of the meeting, including an identification of the topic(s) to be discussed.
- d) Additional meetings or communications to discuss possible remedial actions by the employee or to discuss settlement of the matter may continue until either the President or the employee notifies the other in writing of his/her belief that further meetings will not be productive.

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- e) Not later than six months from the date of the first meeting or communication (a time limitation that may be extended by agreement of the parties), the President shall provide the employee in writing with one of the following:
 - i) a statement that further action on the matter will not be pursued and that all references to it will be removed from the employee's personnel file; or
 - ii) a statement that further action on the matter will not be pursued at that time but that reference to it shall remain in the employee's personnel file; or
 - iii) specification of any remedial actions to be taken by the employee, the date by which the remedial actions are to be taken, the method to be used to evaluate whether the remedial actions have been successful, and a statement that no notice of intent to seek termination will be issued before evaluation of the remedial actions; or
 - iv) the terms upon which the matter is to be settled; or
 - v) a notice of intent to seek termination,
 - f) If the President issues a notice of intent to seek termination, the following procedure shall apply:
 - i) A termination proceeding shall be initiated by the President providing a notice of intent to seek termination with a statement of reasons for termination to the employee by registered or certified mail return receipt requested addressed to the employee's last known address. Such mailing of the notice or other documents under this section shall constitute service.
 - ii) The employee shall have the right to request a formal hearing before a committee of five employees selected from the administration. Such a request must be received in writing by the President within fifteen workdays after service of the notice of intent to seek termination. If the employee requests a hearing, the committee shall be selected within fifteen workdays after the President has received the request. The employee shall select two employees to serve on the committee, and the President shall select two employees to serve on the committee. The four employees so selected shall select a fifth employee to serve on the committee. If a committee is not selected by the method described above within fifteen workdays, the President shall appoint the remaining members of the committee.
 - iii) The employee shall be provided with a notice of the hearing and specific written charges at least twenty workdays prior to the hearing. During the proceedings, the employee may be assisted by a counselor or advisor of his/her choice. When practicable, the employee shall be present but such presence is not required for the proceeding to go forward.
 - iv) A verbatim record of the hearing will be taken and a typewritten copy will be provided to the employee. The burden of proof that adequate cause exists rests with the

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- university and shall be satisfied only by clear and convincing evidence in the record considered as a whole. The employee will be afforded an opportunity to present witnesses and to confront and cross-examine all witnesses.
- v) The committee shall make a good faith effort to hold full day hearing sessions, five days per week, on days when the University is in session. A termination hearing shall not exceed in the aggregate, a period of three months unless extended by a majority vote of the hearing committee. The findings and recommendations of the committee shall be reduced to writing and furnished to the employee and the President within twenty workdays after the conclusion of the hearing. If the hearing committee concludes that adequate cause has not been established by the evidence in the record, it will so report to the President. If the President rejects the report, he/she shall state the reasons for doing so in writing to the hearing committee and the employee and provide an opportunity for a written response. If the hearing committee concludes that adequate cause for termination has been established, it will so recommend, with supporting reasons in writing, to the President. If the hearing committee concludes that adequate cause for a sanction less than termination has been established, it will so recommend, with supporting reasons in writing, to the President.
 - vi) The recommendation of the President, along with that of the hearing committee should it not concur with the President, a transcript of the hearing and documentary evidence submitted shall all be submitted to the Board for final action. The employee may request, but is not entitled, to appear before the Board in person to make a brief statement, which may be rebutted thereafter by the President.
 - vii) If a hearing committee fails to provide its findings and recommendations in writing within twenty work days after conclusion of the hearing, the President shall submit his/her recommendations in writing to the Board Chair for final action.
 - viii) If the employee fails to request a hearing in writing within fifteen workdays after service of the notice of intent to seek termination, the President shall decide whether there is adequate cause for termination or for a sanction less than termination. The decision of the President shall be reduced to writing and furnished to the employee with supporting reasons. The decision of the President in such cases shall be final.
- 4) The following provisions apply to all employees covered by this Subsection B.:
- a) An employee terminated for adequate cause shall not be entitled to salary, severance pay, or any other compensation beyond that earned up to the last day of employment.

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- b) An employee served with notice of intent to seek termination may be suspended or reassigned by the President, with compensation if he/she is of the opinion that the employee's presence in his/her appointed position constitutes a threat of bodily harm or harm to property or might impede operations. If, following the hearing process described above, it is determined that no action against the employee will be taken, the employee will be restored to his/her position.
 - c) A record of any disciplinary action taken against an employee shall be placed in the employee's personnel file.

5. Compulsory Disability Leave

- a. If the President believes an employee is unable to perform assigned duties due to illness or injury, he or she may inform the employee in writing of the basis for such belief and require the employee to obtain a medical examination by a doctor chosen and paid for by the university, or by a doctor chosen and paid for by the employee who is acceptable to the President. The President may suspend such an employee with pay pending such an examination and evaluation thereof. A doctor who conducts such examinations is not responsible for making an employment decision but the doctor's role is limited to advising the President about an individual's functional abilities and limitations in relation to job functions, and about whether the individual meets the university's health and safety requirements. Accordingly, the university should provide doctors who conduct such examinations with specific information about the job and inform the doctor that any recommendations or conclusions should focus on (1) whether the employee is currently able to perform this specific job, with or without accommodation; and (2) whether the employee can perform this job without posing a direct threat to the health or safety of the employee or others. Refusal of an employee to submit to a medical examination may result in further suspension of the employee or other disciplinary action. A copy of the doctor's opinion shall be given to the employee. At the employee's discretion and expense, a second medical opinion may be obtained for consideration by the President.
- b. If the doctor's recommendation or conclusions, in the opinion of the President, indicates that the employee (1) cannot perform the job without posing a direct threat to the health or safety of the employee or others, or (2) is currently not able to perform the job, with or without accommodation the President may place the employee on compulsory disability leave. The President shall notify the employee in writing of the duration of the compulsory leave period. Any earned leave credits shall be used during the compulsory leave period. That portion of the compulsory disability leave, if any, which is not covered by earned leave credits shall be without pay.
- c. After expiration of one-half of the compulsory disability leave period, the employee may, upon prior notice to the President and at the employee's expense, seek a medical opinion from a doctor acceptable to the President as to the ability of the employee to return to work. If the opinion indicates the employee is able to return to work, with or without reasonable

accommodation, the employee may return to work at a time mutually agreed upon between the employee and the employer.

- d. If, in the opinion of a doctor chosen and paid for by the university, or of a doctor chosen and paid for by the employee who is acceptable to the President, an employee is unable to return to work, with or without reasonable accommodation, at the end of a compulsory disability leave, the President may (1) extend the leave without pay, (2) request the employee's resignation, or (3) terminate the employee's employment.
- e. In placing an employee on compulsory disability leave, the university will adhere to all requirements of the Federal Family Medical Leave Act, the Americans with Disabilities Act, and all other applicable federal and state statutes and regulations and the foregoing regulations shall be construed and applied to conform therewith.

6. Employee Benefits

(Section 6a revised as of November 18, 2004, Board action)

a. Application

- 1) The benefits described in this paragraph 6., are applicable only to faculty and administrative employees who are not covered by a collective bargaining agreement. In those cases where benefits described have been granted by state or federal statutes, any amendments to the statute will supersede and control the application of the corresponding Board Regulations.
- 2) An employee with a full-time appointment shall be eligible to receive the benefits described in this paragraph 6. An employee whose appointment is at least half-time but less than full-time shall be eligible to receive such benefits on a pro-rated basis, provided that such employee shall not be eligible for educational leave or leave without salary.
- 3) An employee who receives an appointment on an "acting" basis shall, if not prohibited by or inconsistent with a collective bargaining agreement, be eligible for the benefits described in this paragraph 6., during the term of the "acting" appointment.
- 4) An employee hired specifically for a full-time temporary position shall, during the first year of such appointment, earn non-cumulative sick leave at the rate of 10 days per year (credited to the employee at the beginning of the appointment) and, if the appointment is 12 months or greater, earn non-compensable vacation days at the rate of 2 days per month to a maximum of 48 days (credited to the employee at the beginning of each month following the month earned). The employee also shall be eligible for holidays, bereavement leave, and leave for court required service, but shall not be eligible for any other benefits provided by this paragraph 6. Such employee shall not receive any benefit or compensation for unused sick or vacation leave at the end of the appointment. If such appointment is at least half-time but less than full-time, the employee shall be eligible to receive the benefits listed in this paragraph 6.a.4 on a pro-rated basis, based on percent of appointment.

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- 5)
 - a) An employee hired specifically for a full-time temporary position, who is appointed to said position for more than one consecutive year, shall be eligible for sick and vacation leave, holidays, bereavement leave, and leave for court required service.
 - b) In addition, effective at the beginning of the second consecutive year of such appointment, such employee shall become eligible for educational benefits and shall earn sick leave at the rate of one day per month of appointment, credited to the employee at the beginning of the month following the month earned. Such employee shall not receive any benefit or compensation for unused sick or vacation leave at the end of the appointment.
 - c) If the foregoing appointment is at least half-time but less than full-time, the benefits listed in this paragraph 5) shall be provided on a pro-rated basis, based on percent appointment, and the employee shall not become eligible to earn the benefits listed in paragraph b) above until the beginning of the third consecutive fiscal year of such appointment.
 - 6) Part-time faculty employees paid on a per-course basis and employees with appointments for less than half time shall not be eligible for any benefits described in this paragraph 6, except as provided in negotiated agreements.
- b. Vacation Leave
- 1) Employees with 12-month appointments shall earn vacation leave at the rate of 2 days per month during each month, or major fraction thereof, of service in pay status. Employees with less than 12-month appointments shall earn no vacation leave. Vacation leave may be accrued up to a maximum of 48 days. An employee who accrues the maximum will, except as provided below, earn no further vacation leave until the employee's use of vacation leave reduces the accrual below the maximum. An employee who is required to work on a special assignment may, at the discretion of the President be permitted to earn up to 12 days of vacation leave beyond the maximum of 48 days. Such additional vacation leave must be used within 12 months after the employee completes work on the special assignment.
 - 2) Vacation leave shall ordinarily be earned before being taken. In exceptional circumstances, an employee may, at the discretion of the President be permitted to take up to six days of vacation leave before it is earned. In such case, the employee shall accrue no further vacation leave until the amount taken in advance has been earned. If the employee terminates his/her employment prior to earning the amount of vacation leave taken in advance, the unearned amount shall be deducted from his/her salary upon termination.
 - 3) All requests for vacation leave shall be submitted in advance to the employee's immediate supervisor. The immediate supervisor shall assure that the appropriate leave forms are executed and signed and that they are forwarded to an appropriate office, which shall maintain a record of time accrued and leave taken. For vacation leave in excess of 3

days, such requests shall ordinarily be submitted at least 30 days in advance of the date on which the employee wishes to begin leave.

- 4) Approval of the dates on which an employee wishes to take vacation leave shall be at the discretion of the employee's immediate supervisor, and shall be subject to the consideration of maintaining efficiency of operations.
- 5)
 - a) Upon termination of employment, and provided that the employee is not reemployed at the same place of employment within 30 calendar days, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued vacation leave.
 - b) Vacation leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee in accordance with paragraph 1) above and subtracting any days, or fractions thereof, used by the employee.

c. Sick Leave

- 1) An employee, while in pay status, shall earn non-cumulative sick leave at the rate of ten days per year of employment, which shall be credited to the employee at the beginning of the employment year, starting with the first year of employment.
- 2) An employee, while in pay status other than educational leave, shall earn cumulative sick leave at the rate of 1.5 days per month. An employee may accrue cumulative sick leave up to a maximum of 300 workdays. An employee who accrues the maximum, and whose sick leave balance includes cumulative sick leave earned before January 1, 1984, shall continue to earn cumulative sick leave at the rate of not more than 1.5 days per month, provided that the sick leave balance of such employee remains at the maximum by the deduction therefrom of not more than 1.5 days per month of cumulative sick leave earned before January 1, 1984. An employee who accrues the maximum, and whose sick leave balance does not include any cumulative sick leave earned before January 1, 1984, will earn no further sick leave until the employee's use of sick leave reduces the accrual below the maximum.
- 3) Sick leave may be used for injury or illness of an employee, including temporary disability caused or contributed to by pregnancy, which prevents the employee from performing assigned duties. An employee may use up to five days of earned sick leave per calendar year for absences resulting from the illness or injury of a parent, spouse, or child. Upon approval of the President, an employee may use additional accrued sick leave for such absences.
- 4) Deductions of sick leave shall not be made during any Board approved holiday. One day of sick leave shall be deducted for each day an employee is absent because of injury or illness. No more than five days of sick leave shall be deducted in anyone calendar week. Sick leave used by an employee shall be charged against the employee's accumulated sick leave in the following order: first, sick leave accumulated before January 1, 1984; then sick leave accumulated on or after January 1,

1998; and finally, sick leave accumulated on or after January 1, 1984, but before January 1, 1998.

- 5) a) Upon termination of employment, and provided the employee is not re-employed at the same place of employment within 30 calendar days, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued sick leave earned after December 31, 1983 and prior to January 1, 1998. The lump sum payment for accrued sick leave shall be computed as the product of the employee's daily rate of compensation and one-half of the lesser of the following: (i) the number of days, or fractions thereof, of cumulative sick leave earned by the employee, in accordance with paragraph 2) above, minus any days, or fractions thereof, of cumulative sick leave used by the employee; or (ii) the number of days, or fractions thereof, of cumulative sick leave earned by the employee in accordance with paragraph 2) above after December 31, 1983 and prior to January 1, 1998. Non-cumulative sick leave days shall be used first and cumulative sick leave days shall be used in the order in which they have been accrued. No lump sum payment shall be made for non-cumulative sick leave.
- b) An employee may waive payment for all or part of his/her eligible accrued sick leave (one-half of the employee's accumulated and unused sick leave earned after December 31, 1983 and prior to January 1, 1998) by executing an appropriate waiver form prior to termination of employment.
- c) An employee who has received a lump sum payment for accrued sick leave and who, within two years, is re-employed by the Board may, if separated in good standing, have the employee's accrued sick leave restored if, within 30 days after commencement of such reemployment, the employee repays said lump sum payment to the Board for the benefit of the location at which accrued sick leave is restored. For each day of sick leave to be restored, the employee shall repay the gross amount the employee was paid for one day of accrued sick leave. All or part of an employee's accrued sick leave may be restored in this manner; however, the employee shall not be entitled to have any such sick leave so restored if repayment is not made to the Board.
- 6) The Board, through its authorized representatives, reserves the right to require acceptable evidence of illness or disability with respect to the use of sick leave.

d. Holidays

- 1) Holidays recognized by the Board shall be New Year's Day, the day before or the day after New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and the day before or the day after Christmas Day.
- 2) The University will be closed, except for necessary operations, on the foregoing holidays. Employees will be excused with regular pay on said holidays unless otherwise determined by the President.

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- 3) Employees who are required to work on an observed holiday shall be granted, by mutual agreement between the employee and the employer, paid time away from work equivalent to the number of hours worked on the holiday.
- e. Bereavement Leave
- 1) Leave with pay of three days per occurrence, to be taken within a period of five consecutive work days commencing with the date of occurrence, will be granted to an employee in the event of the death of the employee's husband, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, child, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, aunt, uncle, niece, nephew, or first cousin, or a member of the employee's immediate household. Bereavement leave shall be taken in not less than one-half day increments and may not be accumulated.
 - 2) Bereavement leave of longer duration than set forth above may be approved under special circumstances by the President and will be deducted either from vacation leave or from sick leave at the employee's choice, provided an accrual balance is available.
- f. Parental Leave
- An employee may use up to 20 days of earned sick leave per calendar year for parental leave upon the birth of a child by the employee or the employee's spouse or the adoption of a child by the employee. Requests for parental leave of more than 10 days shall be submitted to the President 30 days in advance, except in cases of emergency. Non-emergency requests for parental leave of more than 10 days shall be subject to the consideration of maintaining efficiency of operations.
- g. Educational Leave
- Employees shall have the right to apply for an educational leave after having completed a period of five years of service at the university. Requests for leave shall be submitted in writing by the employee to the person who supervises the employee's work. If such supervisor approves the request, it shall be forwarded to the President for approval together with the written recommendation of the supervisor and a statement indicating whether the work of the administrative or academic unit in which the applicant serves can be so arranged as to be carried forth effectively during the period of leave. The supervisor shall further set forth in detail a report summarizing the work the employee intends to perform during the leave and shall further indicate how such work is consistent with the goals of the university or the professional development of the applicant. The President shall consult with the Board prior to the award of an educational leave to a Provost/Vice President.
- 1) Applications for educational leave may be approved for the following purposes:
 - a) study and research, including related travel;
 - b) creative work in the employee's field of endeavor.
 - 2) The employee shall, prior to the granting of educational leave, enter into a written agreement with the Board that, upon the termination of such

leave, the employee will return to service for a full year and that, in default of completing such service, will refund, unless excused therefrom by the President for reasons satisfactory to him or her, an amount equal to such proportion of salary received while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. No such refund shall be necessary should the employee be terminated prior to the completion of the service agreed upon.

- 3) Ordinarily, educational leaves may not result in an increase in net salary cost.
- 4) An educational leave shall not be awarded more than once in every seven years, and educational leave time shall not be cumulative.
- 5) Salary payments during educational leave shall be one-half pay if leave is granted for a full year or full pay if leave is granted for one-half year.
- 6) The maximum number of educational leave units that may be used during each fiscal year shall be 1 unit for each 25 full-time faculty and administrative employees who are not covered by a collective bargaining agreement or major fraction thereof. Each unit so derived shall generate 12 half-pay months or 6 full-pay months of educational leave or the equivalent of the above.

h. Leave without Salary

- 1) An employee may apply for a leave without salary. Ordinarily, such leave may be granted only after the employee has completed at least two consecutive years of full-time service at the university.
- 2) A leave without salary may be granted at the discretion of the President following a determination that the employee intends to return to service at the end of such leave. The initial grant of a leave without salary may be for a period of up to one calendar year. The leave may be extended upon the agreement of the President for a period of up to two successive calendar years.
- 3) An application for leave without salary shall ordinarily be submitted to the President at least three months prior to the starting date of the requested leave. The application must state the purposes of the leave and the period for which the leave is requested. The reasons for which a leave without salary may be requested are: (a) personal, (b) research, (c) advanced study, or (d) professional development.
- 4) Upon return to the university from a leave without salary, an employee's salary shall be adjusted to reflect nondiscretionary increases, which the employee would have received if not on leave.
- 5) While on leave without salary, an employee shall retain accrued sick leave and vacation leave earned prior to the commencement of the leave without salary, but shall not earn additional sick leave or vacation leave.
- 6) An employee on leave without salary may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the

State Universities Retirement System if the laws, rules, regulations, policies and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

- 7) Time spent by an employee on a leave without salary shall not be creditable for determining eligibility for educational leave.

i. Educational Benefits

- 1) An employee may enroll in the university for a maximum of two courses, or six credit hours, whichever is greater, in anyone academic term with exemption from the payment of tuition and fees. The fees, which will be waived by the university, include tuition, application fees, and all mandatory fees and graduation fees.
- 2) The natural, adopted, foster, and stepchildren and the spouse of an employee who dies while in service shall be entitled to a waiver of tuition and fees up to and including the baccalaureate degree at the university. Should both parents be employees, the death of one parent makes the child eligible for the waiver. Children of a deceased employee who is divorced shall be eligible for a waiver of tuition and fees if such employee had been contributing to their support at the time of death.
- 3) An employee who has retired from the university may enroll in the university for a maximum of one course, or three credit hours, whichever is greater, in anyone academic term with exemption from the payment of tuition and such fees as may be waived in accordance with paragraph 1) above.
- 4) See Board Regulations Section IV.B.2.a., for provisions governing the award of 50 percent tuition waivers to the children of employees who have seven years or more with the University.

j. Alternative Benefits for Coaches

The following provisions shall apply only to coaches, who for purposes of this subsection are defined, as temporary administrative employees appointed for terms of no longer than 12 months, and more than half of whose assignment is coaching intercollegiate athletics.

- 1) Notwithstanding any of the other benefits provisions of these Regulations, coaches may be given an appointment, which entitles them to the employee benefits described in Section II.A.9., and Section II.B.6., above, (subject to the requirements thereof concerning application and eligibility), but with the following exceptions:
 - a) In lieu of the vacation leave described in Section II.B.6.a.-b., coaches appointed hereunder shall be entitled to non-cumulative vacation leave that shall be earned at the rate of two days per month for each month in the term of appointment. This vacation leave shall be used during the term of appointment, and there shall be no lump sum payment or other benefit provided to such coaches for unused vacation leave at the end of their term of appointment.
 - b) In lieu of the sick leave described in Section II.B.6.a., and c., coaches appointed hereunder shall be entitled to non-cumulative

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sick leave of one day per month of appointment, credited at the beginning of the appointment. There shall be no lump sum payment or other benefit provided to such coaches for unused sick leave at the end of their term of appointment.

- 2) The appointment of coaches with the above alternative benefits is an option, which may be exercised by the President with the exception that this option shall not be exercised to change the benefits entitlement of any employee where such a change would reduce the employee's current benefits.