


AUSTIN PEAY STATE UNIVERSITY
POLICIES AND PROCEDURES MANUAL

Policy Number: 5:038	Supersedes Policy Number: 5:038
Date: December 6, 1993	Dated: July 5, 1990
Subject: Annual Leave	
Initiating Authority: Vice President for Finance and Administration	TBR Policy/Guideline Reference: 5:01:01:01
Approved:  President	

It is the policy of Austin Peay State University to provide all regular full-time and part-time employees with regular periods of rest and relaxation away from the work environment and to recognize length of service. The appropriate approving authority may require key administrative personnel to take a certain number of consecutive days of annual leave each year. All personnel entitled to accrue leave may request use of annual leave at any time preferred by application to their proper approving authority. Such requests are subject to the discretion of the approving authority, who is responsible for planning the work under his or her control, and should be approved only at such times as the employee can best be spared.

I. Eligibility to Accrue Annual Leave

- A. Regular full-time employees (excluding nine, ten, and eleven-month faculty) regardless of probationary status, shall be eligible to accrue annual leave.
- B. Regular part-time employees, including twelve-month academic personnel (excluding nine, ten and eleven-month faculty) scheduled to carry less than a full-teaching load or its equivalent, regardless of probationary status, shall be eligible to accrue annual leave on a prorated basis equal to the percentage of their employment to full-time employment.

- C. Nine, ten, and eleven-month academic personnel, full or part-time, whether or not compensated over a twelve-month period, shall not be eligible to accrue annual leave.
- D. Temporary employees shall not be eligible to accrue annual leave. Temporary employees who are subsequently appointed as regular employees with no break in service shall become eligible to accrue annual leave and shall receive annual leave balances accrued retroactively from the date of employment. Temporary clerical and support personnel who subsequently become eligible to accrue annual leave shall also receive retroactive credit for service from the date of employment for purposes of calculating annual leave accrual rates.
- E. All full-time and part-time employees who are employed pursuant to funds available to the institution through grants or contracts are not eligible to accrue annual leave unless the grant or contract involved provides sufficient funds to cover the costs of such leave, or unless eligibility to accrue annual leave is approved by the President of the institution.
- F. Student employees shall not be eligible to accrue annual leave.

II. Annual Leave Accrual

- A. Regular full-time clerical and support personnel (non-exempt) shall accrue annual leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Accrual Rate Per Month</u>	<u>Maximum Annual Accumulation</u>	<u>Maximum Total Accumulation Within FY</u>	<u>Maximum Accumulation Carried Forward to Next FY</u>
0 - 5	7.5 hours	90.0 hours	315.0 hours	225.0 hours
5 - 10	11.3 hours	135.6 hours	405.6 hours	270.0 hours
10 - 20	13.2 hours	158.4 hours	450.9 hours	292.5 hours
20 or more	15.0 hours	180.0 hours	495.0 hours	315.0 hours

- B. Executive, administrative and professional personnel (exempt), and twelve-month academic personnel (faculty) who are regular full-time employees, who are exempt from the provisions of the Federal Wage and Hour Law, shall accrue annual leave at the rate of 15 hours per month, with the

maximum accumulation of 315 hours to be carried forward to the next fiscal year.

- C. All regular part-time personnel employed on a twelve-month basis and regular part-time personnel on MODFY (modified fiscal year) appointments shall accrue leave on a prorated basis equal to the percentage of their employment compared to full-time employment, with said percentage to be applied to the rate of accrual and maximum accumulation described in items A and B of this section, as applicable.
- D. Eligible employees shall accrue annual leave from the date of employment. (See Section I, item D, providing for retroactive credit for temporary employees who subsequently become eligible to accrue annual leave.)
- E. Eligible employees earn and accrue annual leave for each month upon completion of a major fraction thereof (i.e., more than fifty percent (50%) of the number of days in the month), and leave may be used when earned, regardless of an employee's probationary status, subject to the discretion of the approving authority.

Annual leave may not be taken before it is earned.
- F. Employees otherwise eligible to earn annual leave do not earn or accrue annual leave while on leaves of absence.
- G. When an employee who is eligible to accrue annual leave transfers into a nine-month academic position (thus becoming ineligible to accrue annual leave), the employee shall take all of his or her accrued annual leave prior to the date of transfer unless the appropriate approving authority determines that the services of the employee must continue until the date of transfer. In that event, the employee shall be paid for all of his or her accrued annual leave by a lump sum payment at the time of transfer.
- H. MODFY employees who are employed during the period which would normally be the non-duty period of their appointment shall accrue annual leave in accordance with items A and B of this section for each month of full-time employment. For part-time employment during that period, MODFY employees

shall accrue annual leave on a prorated basis in accordance with Item C of this section.

I. Years of Service for Determining Accrual Rate

1. Anniversary date for computation of leave shall be the beginning date of employment for each employee, except when adjustments in the date must be made because of periods of non-accrual, i.e., leaves of absence, temporary breaks in employment, etc. The rate of accrual for employees will be effective the month following the anniversary date. Annual leave shall be accounted for and controlled for maximum accumulation purposes on a fiscal year basis.
2. In determining the amount of full-time or prorated part-time service accrued by an employee, all service accumulated while employed in any agency, office, or department of the State of Tennessee, or in any state college, university, institute, or school, shall be credited for purposes of leave computation. In addition, any employee who was employed by a public school system as defined in T.C.A. section 49-1-103 and who becomes an employee eligible to accrue leave at APSU shall receive credit for service with said public school system for leave accrual purposes after employment at APSU for one (1) continuous year. In order to be eligible to receive credit for the prior service the employee must begin employment at APSU within two (2) years from the date of termination with the public school system.

J. Maximum Accumulation

The accumulation of annual leave shall not exceed the maximum accumulation indicated in items II.A and II.B of this section, or the proration thereof under item II.C. Annual leave in excess of the maximum may be used during the year in which the excess accrues; in the event it is not so used, it will be transferred to the employee's accumulated sick leave at the close of the fiscal year, unless the employee is on terminal leave, in which case the full amount of accrued annual leave shall be carried forward.

III. Disposition of Accrued Annual Leave Upon Termination

- A. Except as otherwise provided and subject to the limitations stated in this section, upon termination of employment with the Board of Regents or one of its institutions or schools, an employee shall be paid for all accrued but unused annual leave he or she may have as of his or her last working day. Payment shall be, at the option of the employee, either by terminal leave or by lump sum payment. Whether payment is by terminal leave or lump sum payment, and whether termination is voluntary or involuntary, the discretion to determine the employee's last working day is reserved to the appropriate appointing authority. Of course, the employee retains the right to make his/her last working day a date prior to the date established by the appointing authority. In either option, payment should be made with the employee's normal payroll cycle.
- B.
1. Terminal leave is that period during which an employee remains on the payroll beyond his or her last working day until all of his or her accrued annual leave has been exhausted.
 2. If a terminating employee elects to be paid for his or her accrued but unused annual leave by terminal leave, the date on which his or her annual leave is exhausted shall be the official date of termination.
 3. During a period of terminal leave, an employee shall not earn additional annual leave or sick leave, shall not be eligible to use sick leave, and shall not be eligible for any salary increase. However, an employee shall receive credit for any official holidays occurring during a period of terminal leave and shall receive the longevity bonus if the anniversary date occurs during the period of terminal leave.
 4. During a period of terminal leave, an employee shall continue to be eligible for group health insurance coverage. Premiums for the coverage shall be deducted from his or her terminal leave payments if continued coverage is elected.

- C. If a terminating employee elects to be paid for his or her accrued but unused annual leave by lump sum payment, the employee's last working day shall be the official date of termination.
- D. Payment for accrued annual leave under this section shall not be limited to the maximum accumulation amount which may be carried forward from one fiscal year to the next if the last working day occurs prior to July 1 (even if the terminal leave period extends beyond July 1).
- E. In the case of death, payment for an employee's unused accrued annual leave shall be made to the employee's estate or designated beneficiary.
- F. An employee who transfers to another System institution or school or another state agency shall not be paid for his or her accrued but unused annual leave. Rather, all unused annual leave shall be transferred to the other institution or school or state agency (In accordance with Policy No. 5:042).
- G. An employee who is dismissed for gross misconduct or who resigns to avoid dismissal for gross misconduct shall not be entitled to any compensation for accrued but unused annual leave at the time of dismissal. (For the definition of gross misconduct, refer to TBR Policy 5:01:00:00.)

STATE BOARD OF REGENTS
FACULTY OR ADMINISTRATIVE/PROFESSIONAL STAFF GRANT-IN-AID PROGRAM
RECOMMENDATION FORM

This program is designed to provide tuition or maintenance fees and/or living allowance for an individual who -- on an approved leave of absence -- is enrolled on a full-time basis in credit courses.

Employee Name _____ Soc. Sec. No. _____
(Optional)

Race _____ Sex _____ Tenure Status _____

Department _____ Budget Acct. No. _____

Current Degree Status _____
(Degree and Area) (Additional Hours Beyond Degree [No.])

Please provide answers to the following questions:

- (1) Is the employee a full-time faculty or administrative/professional staff member (exempt) who has been employed at the nominating institution/school two or more years?

Yes ☐ No ☐

- (2) Will the proposed study for which support is recommended enhance the employee's value to the institution/school as defined below (Check appropriate purposes)?

☐ Support for person working toward the doctorate or other terminal degree

☐ Support for person pursuing a degree below the doctorate in a technical or professional description

☐ Support for personnel training or retraining to enhance expertise needed by the institution/school

☐ Other (Explain)

- (3) In choosing to recommend the employee from those eligible, has the institution/school recognized the following priorities?

(a) requests for minority and female personnel,

(b) requests for tenured faculty,

- (c) requests for tenured/non-tenured personnel of departments in which the institution/school desires further development.

☐ Yes ☐ No

- (4) What is the institution at which the individual will be studying?

- (5) What is the name of the program and degree level goal in which the individual will be studying?

(Name of Program)

(Degree Level: Bacc., Masters,
Specialist, Doctorate, other)

- (6) For which terms is the individual seeking grant-in-aid support as a full-time student (check appropriate terms in A or B below, depending on the calendar of the institution in which the individual is studying)?

- (A) For semester institutions

☐ Summer semester, 19 _____
☐ Fall semester, 19 _____
☐ Spring semester, 19 _____
☐ Other: Explain: _____

- (B) For quarter institutions

☐ Summer quarter, 19 _____
☐ Fall quarter, 19 _____
☐ Winter quarter, 19 _____
☐ Spring quarter, 19 _____
☐ Other: Explain: _____

A grant-in-aid shall not be awarded for a period longer than twelve (12) months.

- (7) What is the amount and purpose for the requested grant-in-aid support?

- (A) Tuition-related fees requested for terms checked in #6.

(Total) _____

Reimbursement of tuition-related fees may not exceed actual maintenance fees or tuition. Tuition-related fees may include maintenance fees, tuition, debt service fees, service charges and incidental fees payable at the time of registration, but shall not include room, board, and supplies.

(B) Monthly living allowance requested (Total) _____

Monthly living allowances may not exceed 50% of the grantee's monthly salary. Academic year salaries are to be divided by nine to derive an equated monthly salary rate. Total living allowances for the maximum twelve-month grant period may not exceed \$11,000.

Base salary? _____

FY or AY? _____

Monthly Salary? _____

(C) Grant-in-aid support requested (Total) _____

- (8) Indicate below the source and amount of any additional support the individual will have for expenses incurred during the period indicated in #6.

Amount _____ Source _____

- (9) Provide information requested below concerning any other grant-in-aid the individual may have had.

(A) Has the individual previously held a grant-in-aid?

☐ Yes ☐ No

(B) If "yes", when? _____

(C) If "yes", where was the study? _____

(D) If "yes", describe what was achieved? _____

(E) If "yes", has the individual fulfilled the "return to employment" obligation? _____

- (10) Is an exception to SBR Policy 5:01:04:00 requested?

☐ Yes ☐ No

If "yes", explain exception requested?

RECOMMENDED APPROVAL OF GRANT-IN-AID:

(INSTITUTION/SCHOOL)

President/Director

Date

APPROVAL GRANTED:

Chancellor

Date

STATE BOARD OF REGENTS
FACULTY OR EXEMPT STAFF TUITION OR MAINTENANCE FEE
REIMBURSEMENT PROGRAM
RECOMMENDATION/CONTRACT FORM

This program is designed to provide tuition or maintenance fees only for an individual who takes credit courses on a part-time basis -- either at his or her own or at another institution -- while continuing work responsibilities at the home institution/school.

Employee Name _____ Soc. Sec. No. _____
(Optional)

Race _____ Sex _____ Tenure Status _____

Department _____ Budget Acct. No. _____

Current Degree Status _____
(Degree and Area) (Additional Hours Beyond Degree [No.])

Please provide answers to the following questions:

- (1) Are you a full-time faculty or administrative/professional (exempt) staff member who has been employed at the nominating institution/school six (6) months or more?

Yes ☐ No ☐

- (2) Will the proposed study for which your support is requested enhance your value to the institution/school as defined below (Check appropriate purposes)?

☐ Support for working toward the doctorate or other terminal degree

☐ Support for pursuing a degree below the doctorate in a technical or professional description

☐ Support for training or retraining to enhance expertise needed by the institution/school

☐ Other (Explain) _____

- (3) Intent for use of tuition or maintenance fee reimbursement:

(a) Location of proposed study _____

(b) Term of proposed study _____

(c) Course(s)	Credit Hours	Maintenance Fee or Tuition
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Reimbursement Requested _____

Reimbursement may not exceed actual maintenance fees or tuition for a maximum of six credit hours per semester or quarter. This maximum does not apply to summer study.

- (4) In requesting support for tuition or maintenance fee reimbursement, do you agree with the stipulations listed in a-d (below)?

Yes ☐ No ☐

- a. The recipient shall be required, after completion of the course or courses, to be employed by the institution/school for not less than one (1) month of full-time employment for each month of the term of participation in the Faculty or Administrative/Professional (Exempt) Staff Tuition Reimbursement Program.
- b. Satisfactory completion of coursework must be demonstrated to receive reimbursement and to remain eligible for additional assistance. Institutions/schools may provide reimbursement at the time fees are due; however, it is the obligation of the recipient to repay them if coursework is not satisfactorily completed.
- c. Courses should be scheduled in counsel with supervisors to assure maintenance of optimum job performance. Courses should be scheduled at times other than during regularly scheduled work assignments unless make-up time is scheduled.
- d. It is recommended that complete materials supporting the individuals' requests be maintained on campus. It is further recommended that each recipient be required to provide the president with affirmed grade reports for the course(s) taken.

Signed: _____
Applicant Signature

Date _____

Approved: _____
Immediate Supervisor

Date _____

Approved: _____
Dean or Director

Date _____

Approved: _____
Vice President or Senior Admin. of Division

Date _____

Recommended: _____
President*

Date _____

Approved: _____
Chancellor

Date _____

*If any exception to SBR policy 5:01:04:00 is requested, please explain the request (below).

STATE UNIVERSITY AND COMMUNITY COLLEGE SYSTEM
OF TENNESSEE
FACULTY OR ADMINISTRATIVE/PROFESSIONAL (EXEMPT) STAFF GRANT-IN AID
CONTRACT

THIS AGREEMENT, by and between _____,
hereinafter referred to as "Institution" or "School" and
_____, hereinafter referred to as
"Employee";

WITNESSETH:

In consideration of the mutual promises herein contained, herein
the parties have agreed and do hereby enter into this agreement
according to the provisions set out below:

A. The Employee agrees to:

1. Pursue additional training and/or education at

(Institution/School)

terminating with satisfactory accomplishment of the
following academic objectives:

beginning _____, 19____,
and ending _____, 19____.

2. Render full-time employment service (exclusive of summer
and intersession employment) to Institution/School for a
period of three (3) months for each month of grant-in-aid
awarded and paid commencing at the completion of the
above-specified period.

3. To reimburse the Institution the total amount or pro rata portion of the awarded grant plus interest at the rate of eight percent (8%) per year in the event: (1) that employee fails to return to the service of the Institution for the period stated herein; or (2) that Institution terminate Employee's services for cause.
4. To comply with, all terms and conditions of the award of grants-in-aid under SBR Policy No. 5:01:04:00, as amended and in effect on the date of this contract.
5. Execute a promissory note acknowledging receipt of the grant-in-aid and containing repayment terms and conditions consistent with this agreement.
6. Utilize the grant-in-aid only for costs that are directly related to tuition-related fees and monthly living expenses consistent with the academic objectives outlined herein.
7. Prepare and give a written report to Institution/School on progress achieved during each term of sponsored enrollment.
8. Provide all information requested by Institution/School or its representative for the purpose of assessing employee's progress toward the designated academic objective.

B. Institution/School agrees to:

1. Furnish to employee for a period of _____ months the sum of \$ _____ per month as a monthly living allowance plus actual tuition or enrollment fees in the maximum amount of \$ _____ per (semester/quarter) for _____ terms, to enable employee to complete the stated training and/or education.

C. It is mutually agreed:

1. That employee meets the requirements for eligibility for participation in the faculty or professional staff Grant-In-Aid program as outlined in SBR Policy No. 5:01:04:00.
2. Institution/School may terminate the employment of Employee prior to the commencement of or during the employment service period provided herein. In the event such termination by Institution/School is without cause, Employee shall be relieved of further liability under this contract. In the event of termination of Employee for cause, the Employee shall be liable to Institution/School pursuant to the provisions of this agreement.

3. This agreement will not become binding upon either party until approved by the Chancellor of the State Board of Regents or his designee.
4. All amendments and/or modifications to this agreement shall be by written agreement approved by the State Board of Regents.

In consideration of the mutual promises set forth hereinabove, the parties have executed this agreement as of the dates their signatures are set forth below.

Employee

Date

President/Director

Date

APPROVED:

Associate Vice Chancellor for
Administration

Date