



NORTH CAROLINA SCHOOL OF
SCIENCE AND MATHEMATICS

Title	EMPLOYMENT POLICY FOR SENIOR ACADEMIC AND ADMINISTRATIVE OFFICERS EXEMPT FROM THE STATE PERSONNEL ACT
Authority	Board of Trustees
History	Adopted 11/14/1986 Last Revised 9/16/2011 Effective 01/01/2012 Approved by the President 9/29/2011
Legal Reference	300.1.1 Senior Academic and Administrative Officers; 300.1.1.1[R] Regulations Concerning Senior Academic and Administrative Officers; 300.1.6.2 Administrative Separation of the President and Chancellors; 300.1.6[R] Regulation on Administrative Separation
Additional References	GS 116-11(4)-(5)
Responsible Offices	Chancellor; Human Resources
Classification	3100

The senior administrative officers of the School consist of a Chancellor as selected and employed by the Board of Governors and such other senior academic and administrative officers as selected and employed by the Board of Trustees pursuant to authority delegated by the Board of Governors. They shall be governed by such policies and regulations and provisions for compensation as the Board of Governors and the Board of Trustees may adopt, and shall be exempt from the State Personnel Act.

I. SENIOR ACADEMIC AND ADMINISTRATIVE OFFICERS

A. Chancellor

B. Group I Senior Academic and Administrative Officers

Senior academic and administrative officers in Group I include the following positions:

- Chief Legal Counsel
- Vice Chancellor for Academic Programs
- Vice Chancellor for Distance Education and Extended Programs
- Vice Chancellor for Finance and Operations
- Vice Chancellor for Institutional Advancement
- Vice Chancellor for Student Life

C. Group II Senior Academic and Administrative Officers

Senior academic and administrative officers in Group II consist of the following:

- Chief Information Officer
- Director of Academic Programs

Dean of Counseling Services
Dean of Distance Education and
Extended Programs
Dean of Humanities

Dean of Mathematics
Dean of Science
Executive Assistant to the Chancellor

Executive Director NCSSM Foundation
Internal Auditor
Registrar

Director of Admissions
Director of Campus Resources & Security

Director of Communications
Director of Institutional Research and
Extended Programs
Director of Human Resources
Director of Finance and Budget
Director of Library, Instructional
Technologies and Communications
Director of Plant Facilities
Director of Residential Life
Director of Student Services

Such other positions as the Board of Trustees may identify, subject to designation by the President.

II. APPOINTMENT TO POSITION

A. Chancellor

1. The appointment of the Chancellor shall be made by the Board of Governors upon the recommendation of the President, in accordance with N.C.G.S §116-11(4), *The Code*, and the Policies of the University, including, but not limited to, Board of Governors Policy 300.1.1.
2. If the Chancellor is employed pursuant to a written contract, the terms and benefits of employment will be governed by that contract. If no such contract is in force, the terms of this Employment Policy shall control.

B. All other senior academic and administrative officers are appointed by the Board of Trustees upon the recommendation of the Chancellor and subject to the terms of this Policy.

C. Senior academic and administrative officers in Group I and Group II serve at the pleasure of the Chancellor and do not have tenure in their administrative positions. However, the Chancellor may elect to appoint such an officer to a period of employment not to exceed a specified number of years, so long as the instrument accomplishing such an appointment states clearly that the incumbent officer is subject to removal at any time, during that period, at the option of the Chancellor.

D. Notwithstanding the provisions of this Policy, the Board of Governors, in accordance with the provisions of Section 501B(6) of *The Code*, reserves the right to initiate action to terminate appointment of any senior officers when it deems such action to be necessary in the best interests of the University.

- E. Every letter of appointment of a senior academic and administrative officer issued on or after July 1, 2007 shall include: (1) the title of the position; (2) the initial salary; (3) provision for periodic review of compensation; (4) the annual leave entitlement; (5) notice that the employment conferred is an “employment at will” subject to continuation or discontinuation at any time during the appointment at the discretion and option of the Chancellor and without the right to continued compensation upon discontinuation of employment except, as may be authorized by the Chancellor under School policies, and (6) notice that the employment is subject to this Policy, as originally adopted and as it may be periodically revised from time to time, and a copy of the Policy shall be attached to the letter of appointment.
- F. If applicable, the letter of appointment of a senior officer issued on or after July 1, 2007 shall also include (1) a designation consistent with Section V.B. below whether the appointment pursuant to this Policy or a concurrent appointment pursuant to another School policy is the base position, and (2) a provision consistent with Section V.C. below if contingencies based on availability of funding are applicable.

III. COMPENSATION

- A. The compensation of senior officers other than the Chancellor shall be set in accordance with guidelines of the Board of Trustees. The compensation of the Chancellor shall be set by the Board of Governors upon recommendation of the President.
- B. Non-salary compensation may be awarded to any senior officer, not inconsistent with School or University policy, for any non-discriminatory reason or reasons considered relevant to attracting or retaining a faculty and staff of the highest possibly quality.
 - 1. Non-salary compensation shall be authorized for senior officers, except the Chancellor, by the Board of Trustees upon recommendation of the Chancellor. Non-salary compensation for the Chancellor shall be authorized by the Board of Governors upon recommendation of the President.
 - 2. The funding source for non-salary compensation shall not be State funds unless approved by the Board of Trustees or the Board of Governors when permitted by the Office of State Budget and Management. Non-salary compensation may be provided directly by an associated entity. Any club membership for an employee or the granting of special campus services or benefits must be job related, and the club must have a policy prohibiting discrimination against groups protected by federal and North Carolina law. Non-salary compensation shall be appropriately reported to federal and state tax agencies. Payment of moving expenses may be included in an employment offer and approved in accordance with authority from the Office of State Budget and Management.
 - 3. Provision of housing, when occupancy of the housing is required as part of the job, reimbursement of professional or work-related travel, and provision of equipment to perform the work of the position, even if used at home, including

computers, cellular phones, personal data assistants (PDA), pagers and similar work related items, are permissible and are not considered “non-salary compensation” as used in this Policy.

- C. The State of North Carolina and the University of North Carolina offer employees options for deferred compensation and insurance. Unless expressly approved by the Board of Governors, no other employer-paid options for deferred compensation or other delayed compensation may be provided. For purposes of this Policy, delayed and deferred salary or compensation shall be broadly defined to include, but are not limited to, any employer payment or contribution paid (1) directly to an employee, (2) to the employee’s account or plan, or (3) to a person acting in a capacity similar to a trustee for the employee, which is paid later than the regular or next subsequent payment cycle, except for an error that is promptly corrected upon discovery. Delayed and deferred salary/compensation also includes traditional 457 deferred compensation plans, any retirement plans or accounts, annuities, and life insurance accumulating any cash value. Delayed and deferred compensation also include both tax qualified and non-qualified plans, and any other similar form of payment, whether tax sheltered or not. This Policy does not prohibit employer contribution to the Optional Retirement Program or the Teachers’ and State Employees’ Retirement System.
- D. Neither the Chancellor nor any senior officer may be paid, in addition to his or her salary as established pursuant to the foregoing requirements, for any services rendered to any University-related foundation, endowment, or other entity that was established by officers of the University, that is controlled by the University, or that is tax exempt based on being a support organization for the University.

IV. HOLIDAY AND LEAVE ENTITLEMENT

A. Annual Leave and Holidays

1. All senior academic and administrative officers are subject to the same holidays given employees subject to the State Personnel Act.
2. Basic Policy. Notwithstanding any concurrent appointment, a Group 1 employee shall be entitled to 26 work days of annual leave each calendar year. Leave shall be earned on a monthly basis and is adjusted proportionately for permanent part-time employees who work at least half-time. The monthly earnings amount is equal to one-twelfth of the annual rate for each month the employee works or is on leave with pay. Monthly leave is earned when an employee works or is on approved leave with pay at least half the working days of the month.

Notwithstanding any concurrent appointment, a Group 2 employee shall be entitled to accrue 24 work days of annual leave each calendar year. Leave shall be earned on a monthly basis and is adjusted proportionately for permanent part-time employees who work at least half-time. The monthly earnings amount is equal to one-twelfth of the annual rate for each month the employee works or is on leave with pay. Monthly leave is earned when an employee works or is on

approved leave with pay at least half the working days of the month. Individuals accruing more than 24 days of leave prior to June 30, 2007 shall be entitled to continue accruing leave at the existing rate while the individual remains in the existing position. The higher rate shall not carry over to any other individual or position.

3. Scheduling Leave. The scheduling of an employee's annual leave shall be subject to the approval of the supervisor. The maximum number of unused days of annual leave that may be accrued and carried forward from one calendar year to the next shall be 30 work days. Annual leave in excess of 30 days will be automatically converted to sick leave at the end of the year. Subject to School policies and approval by the Chancellor, a senior officer may be advanced the amount of leave that can be accrued during the remainder of the calendar year or during a twelve-month period.

If an employee separates from the School and has taken more annual leave than has been accrued, the School determines the amount of leave that the employee must repay to the School and makes deductions from the employee's final salary check accordingly. If the employee has been advanced more leave than can be repaid in the employee's final salary check, the employee will be billed accordingly.

Upon discontinuation of State employment, unused annual leave is paid in a lump sum, not to exceed the prescribed maximum of 30 such days. If the employee is hired by another State or local governmental agency, the employee may elect to transfer the accrued annual leave to the new employing agency, subject to the policies on vacation and/or annual leave of the new employing agency. An employee who does not elect or is not eligible to transfer such accrued leave to another State or local governmental agency shall be paid for such unused annual leave. The amount paid to a Group 2 employee who has been employed an aggregate of 24 months or less by one or more State or local governmental agencies is equal to one day for each month worked less the number of days of annual leave taken during the employment period. An employee who has been employed for more than 24 months shall be paid subject to a maximum of 30 such days. The Chancellor shall establish guidelines for payout of leave if a change in employment status occurs and such employee is no longer covered by this Policy.

- B. Sick Leave, Family and Medical Leave, Family Illness Leave, Civil Leave, Military Leave, Community Service Leave, and Special Annual Leave Bonus

Senior academic and administrative officers shall be provided with the same sick leave, family and medical leave, family illness leave, civil leave, military leave, community service leave, and special annual leave bonus as are applicable to employees subject to the State Personnel Act. However, with respect to sick leave, subject to School policies and approval by the Chancellor, a senior officer

may be advanced the amount of sick leave that can be accrued during the remainder of the calendar year or during a twelve-month period.

C. Leave of Absence

1. A Group 1 employee who desires a leave of absence, without pay, or with stipends from non-state sources, for an interval of 90 days or less must obtain approval of the Chancellor and President, who shall report all arrangements to the Board of Governors. A leave of absence for a period exceeding 90 days shall require the approval of the Board of Governors.
2. A Group 2 employee who desires a leave of absence, without pay, or with stipends from non-state sources must obtain approval of the Chancellor.

D. Voluntary Shared Leave

A senior officer shall be subject to the same provisions concerning voluntary shared leave as are applicable to employees subject to the State Personnel Act, with the exception that the donation and the acceptance of such leave shall be computed on the basis of days rather than hours.

E. Educational Entitlement

Employees in positions covered by this Policy are entitled to the same opportunities as other University employees to invoke the privilege of tuition waiver conferred by N.C.G.S. § 116-143.

F. Retirement

Employees in positions covered by this Policy may retire in accordance with the provisions of Chapter 135 of the North Carolina General Statutes. Incumbent employees on July 1, 2007 may, within 60 days, elect enrollment in the Optional Retirement Program (ORP) administered by the Board of Governors of the University or elect to remain enrolled in the Teachers' and State Employees' Retirement System (TSERS). An election to remain in TSERS or to enter the ORP is a lifetime irrevocable election. Employees appointed after July 1, 2007 may, within 60 days of commencing employment, elect to enroll in the ORP. Failure to make an election will result in automatic enrollment in TSERS.

V. CONTINUATION IN OFFICE AND EVALUATION OF JOB PERFORMANCE

A. Evaluation

1. The evaluation of the Chancellor shall be conducted by the President in accordance with criteria and procedures established by the President and shall include periodic assessment by the Board of Trustees.

2. Each senior academic and administrative officer except the Chancellor will be evaluated each year by his or her immediate supervisor for purposes of continuation of employment and awarding of merit pay increments.

The evaluation shall cover both the performance of the senior officer based on job responsibilities and the total operation of his or her office, including the performance of any employee or responsibilities assigned to that individual.

B. Concurrent Appointments

1. When an employee is to serve simultaneously in both a position covered by this Policy and a position of School employment not covered by this Policy, e.g. the Regulations on Faculty Employment, with the result that two different prescriptions may appear to obtain with respect to a particular condition of employment or a right or responsibility of the employee, one position shall be designated the base position to determine the conditions of employment and the rights and responsibilities of the employee. If appointment to a position covered by this Policy occurs subsequent to an appointment to a position not covered by this Policy, the letter of appointment to the position covered by this Policy shall embody the required designation of base employment; conversely, if appointment to a position covered by this Policy precedes appointment to the other category of University employment, the letter of appointment or contract establishing the second employment shall embody the required designation of base employment. In either case, the designation of base employment shall specifically describe the different rights, duties, and compensation for each position and the relationship, if any, between the two positions.
2. Any funding contingency of the type referred to in Section V.C. below shall be set forth separately for the position covered by this Policy and for the other position, since the operation of any such contingencies may be independent.
3. When an appointment to a position covered by this Policy is to be accompanied by appointment to a faculty position that is intended to be nominal or honorary, or to create a faculty affiliation not entailing significant duties or compensation, the term “adjunct,” or similar nomenclature, shall be used to identify the faculty appointment.

C. Funding Contingencies

When a position is funded in whole or substantial part from sources other than continuing State budget funds or permanent trust accounts, the letter of appointment shall state that continuation of the employee’s service in that position is contingent upon the continuing availability of funds from such other sources to support that position, shall specify the source of such funds, and shall

state that the effect of such contingency may apply without the additional notice otherwise required by Section VI.C.1., VI.C.2., and VI.C.3.; provided that the affected employee shall be informed at the earliest practicable date of the occurrence of such a funding contingency.

VI. DISCONTINUATION OF EMPLOYMENT

A. The Chancellor

Continuance in office, return to a faculty position or administrative appointment at a constituent institution within the University, and separation from the University of the Chancellor shall be in accordance with University policy, including but not limited to Board of Governors Policies 300.1.1, 300.1.6, and 300.1.6.2, and the regulations implementing Board of Governors policies. However, if the Board of Governors enters into a written agreement with a Chancellor, the terms of that agreement shall supercede this Policy.

B. Group I – Senior Academic and Administrative Officers

1. Group I senior academic and administrative officers serve at the pleasure of the Chancellor, provided that no senior academic and administrative officer will be dismissed or disciplined on the basis of race, color, creed, national origin, sex, sexual orientation, religion, disability, age, or honorable service in the armed services of the United States or for the exercise of rights guaranteed by the First Amendment to the United States Constitution or by Article I of the North Carolina Constitution.
2. For individuals who became Group I employees prior to May 2, 2010, the Chancellor is authorized to establish terms and conditions for separation and return (formerly severance and retreat) subject to UNC Regulation 300.1.6[R] as adopted and dated March 21, 2003.
 - a. Except when a proceeding is initiated to discharge the employee for cause or to discontinue a concurrent faculty appointment, the Chancellor may offer return to a faculty appointment not to exceed a term of five years, such new appointment becoming subject to the Regulations on Faculty Employment. At the Chancellor's discretion, the Chancellor may provide for a reasonable period of time with full administrative salary to provide an opportunity for the employee to prepare for teaching and research responsibilities. The reasonable period of time should be related to the time spent in administrative duties. If the Chancellor proposes to pay the administrator full or partial administrative pay after the termination of the administrator's administrative duties for longer than one year, the agreement must be approved by the Board of Trustees.
 - b. In the event of separation from the School, the Chancellor may, at his or her discretion, determine that the circumstances justify continuing full pay for up to 90 days. Any agreement that results in a longer period of compensation must be approved by the Board of Trustees.

3. For individuals who become Group I employees on or after May 2, 2010, the Chancellor is authorized to establish separation and return terms and conditions subject to UNC Regulation 300.1.6[R] adopted and dated May 2, 2010.
 - a. If the individual currently holds a concurrent faculty appointment or previously held a faculty appointment immediately prior to the administrative appointment, the individual may return to that appointment with all the rights and responsibilities of comparable faculty, unless a proceeding is initiated to discharge the employee for cause or to discontinue the concurrent faculty appointment. Such appointment shall be for five years pursuant to the Regulations on Faculty Employment. If there has been an administrative stipend during the appointment, that stipend shall be removed. The salary shall be adjusted from a 12-month administrative salary to a 10-, 11-, or 12-month faculty salary that is commensurate with the salaries of comparable faculty members, i.e. determined on the Faculty Salary Schedule.
 - b. If the individual currently holds a concurrent faculty appointment or previously held a faculty appointment immediately prior to the administrative appointment, and that individual has served in one or more consecutive Group I Senior Academic and Administrative Officer positions for at least five years, the Chancellor may provide, at his or her discretion, for a research leave of up to one semester or two trimesters, depending on the academic calendar of the program in which the individual will teach. The purpose of the research leave is to provide an opportunity for the individual to prepare for teaching and research responsibilities. Prior to the beginning of the research leave, the individual shall submit a work plan for the leave period to include expected outcomes. The plan will be reviewed and approved by the Chancellor. The leave will be paid at a salary commensurate with the salaries of comparable faculty members, i.e. determined on the Faculty Salary Schedule.
 - c. Exceptions to the preceding two paragraphs of this section may be made to recognize extraordinary circumstances including, but not limited to, extended or superior service in administrative roles. Any exception to these provisions must be approved by the Board of Trustees and by the President.
 - d. In the event that the individual does not assume faculty responsibilities in accordance with this Policy for at least the same length of service as the research leave, the Chancellor, is authorized, at his or her discretion, to require repayment of compensation paid during the leave period from the non-returning individual.
 - e. An administrator leaving a position that is categorized as “at will” has no claim to a position at the School; however, there may be circumstances in which assignment to another administrative or teaching position would be beneficial for both the institution and the employee. In these cases, the new salary should be appropriate to the assignment. Any exception must be approved by the Board of Trustees and by the President. This paragraph does not supersede any notice or severance pay required by Board of Governors policy.

- f. In some cases, it may be in the best interests of the institution to negotiate a severance agreement with an administrator. The Chancellor may, at his or her discretion, determine that the circumstances justify continuing full pay for up to 90 days. Any agreement that results in a longer period of compensation must be approved by the Board of Trustees.

C. Group II - Senior Academic and Administrative officers

The following policies apply to senior academic and administrative officers in Group II. Group II senior academic and administrative officers serve at the pleasure of the Chancellor, provided that no senior academic and administrative officer will be dismissed or disciplined on the basis of race, color, creed, national origin, sex, sexual orientation, religion, disability, age, or honorable service in the armed services of the United States or for the exercise of rights guaranteed by the First Amendment to the United States Constitution or by Article I of the North Carolina Constitution.

1. Discontinuation of Appointment, With Notice or Severance Pay

- a. Employment within a position covered by section I.C. of this Policy that is established by the letter of appointment to be an employment at will is subject to discontinuation at any time at the discretion of the Chancellor; provided, that such a discontinuation (as distinguished from discharge for cause, Section VI.C.4.) shall be subject to advance timely notice of discontinuation or the payment of severance pay, in calendar days, as follows:
 - i. during the first year of service, not less than 30 days notice prior to discontinuation of employment or the payment of severance pay for 30 days;
 - ii. during the second and third years of service, not less than 60 days notice prior to discontinuation of employment or the payment of severance pay for 60 days; and
 - iii. during the fourth and all subsequent years of continuous service, not less than 90 days notice prior to discontinuation of employment or the payment of severance pay for 90 calendar days.

The Chancellor may provide the employee with a combination of notice and severance pay that totals the respective required number of days. The determination of whether the employee shall receive notice of discontinuance of the appointment or severance pay or a combination of the two shall be in the sole discretion of the Chancellor.

- b. If the individual currently holds a concurrent faculty appointment or previously held a faculty appointment immediately prior to the administrative appointment, the individual may return to that appointment with all the rights and responsibilities of comparable faculty, unless a proceeding is initiated to discharge the employee for cause or to discontinue the concurrent faculty appointment. If the previous faculty appointment was relinquished or has expired, the new faculty appointment shall be for five years pursuant to the Regulations on Faculty Employment. If there has been an administrative stipend

during the appointment, that stipend shall be removed. The salary shall be adjusted from a 12-month administrative salary to a 10-, 11-, or 12-month faculty salary that is commensurate with the salaries of comparable faculty members, i.e. determined on the Faculty Salary Schedule. Exceptions to these salary provisions may be made to recognize extraordinary circumstances including, but not limited to, extended or superior service in administrative roles. Any exception to these salary provisions must be approved by the Board of Trustees and by the President.

- c. An administrator leaving a position that is categorized as “at will” has no claim to a position at the School; however, there may be circumstances in which assignment to another administrative or teaching position would be beneficial for both the institution and the employee. In these cases, the new salary should be appropriate to the assignment. Any exception must be approved by the Board of Trustees and by the President. This paragraph does not supersede any notice or severance pay required by Board of Governors policy.

2. Expiration of Term Appointment

- a. Employment within a position covered by this Policy that is established by the letter of appointment to be for a stated term expires automatically at the conclusion of the stated term; such an appointment may be extended at the option of the Chancellor on an employment at will basis, by written notice satisfying the requirements of Section II.E. If the Chancellor intends not to extend the employment, (1) with respect to a term of one year or less, no notice of intent not to extend shall be required; (2) with respect to a term of more than one year but less than four years, notices of intent not to extend shall be transmitted in writing at least 60 days prior to this expiration date of the term; (3) with respect to a term of four years or more, notice of intent not to extend shall be transmitted in writing at least 90 days prior to the expiration date of the term. Failure to provide written notices as required in subsections (2) and (3) above shall result in the automatic extension of employment for a period, respectively, of either 60 days or 90 days, beyond the date the notice is given to the employee.
- b. Group II senior academic and administrative officers holding concurrent faculty appointments are appointed as senior academic and administrative officers on a year-by-year basis subject to continuation or termination at the discretion of the Chancellor in accordance with this section, the separate concurrent faculty appointment is considered the base position and is governed by The Regulations on Faculty Employment.
- c. If the individual currently holds a concurrent faculty appointment or previously held a faculty appointment immediately prior to the administrative appointment, the individual may return to that appointment with all the rights and responsibilities of comparable faculty, unless a proceeding is initiated to discharge the employee for cause or to discontinue the concurrent faculty appointment. If the previous faculty appointment was

relinquished or has expired, the new faculty appointment shall be for five years pursuant to the Regulations on Faculty Employment. If there has been an administrative stipend during the appointment, that stipend shall be removed. The salary shall be adjusted from a 12-month administrative salary to a 10-, 11-, or 12-month faculty salary that is commensurate with the salaries of comparable faculty members, i.e. determined on the Faculty Salary Schedule. Exceptions to these salary provisions may be made to recognize extraordinary circumstances including, but not limited to, extended or superior service in administrative roles. Any exception to these salary provisions must be approved by the Board of Trustees and by the President.

- d. An administrator leaving a position that is categorized as “at will” has no claim to a position at the School; however, there may be circumstances in which assignment to another administrative or teaching position would be beneficial for both the institution and the employee. In these cases, the new salary should be appropriate to the assignment. Any exception must be approved by the Board of Trustees and by the President. This paragraph does not supersede any notice or severance pay required by Board of Governors policy.

3. Termination of Employment Because of Financial Exigency of Program Curtailment or Elimination

- a. Employment within a position covered by this Policy that is established by the letter of appointment to be for a stated definite term may be terminated prior to expiration of the stated term because of (1) demonstrable, bona fide institutional financial exigency or (2) major curtailment or elimination of a program. “Financial exigency” is defined to mean a significant decline in financial resources of the University that compels a reduction in the University’s or the School’s budget. The determination of whether a condition of financial exigency exists or whether there shall be a major curtailment or an elimination of a program shall be made by the Chancellor, with advance notice to and approval by the Board of Governors. If the financial exigency or curtailment or elimination of a program is such that the contractual obligation to an employee within a position covered by this Policy cannot be met, the employment of the individual may be terminated, subject to the following notice requirements:
 - i. during the first year of service, not less than 30 days notice prior to termination;
 - ii. during the second and third years of employment, not less than 60 days notice prior to termination; and
 - iii. during the fourth and all subsequent years of service, not less than 90 days notice prior to termination.
- b. If the individual currently holds a concurrent faculty appointment or previously held a faculty appointment immediately prior to the administrative appointment, the individual may return to that appointment with all the rights and responsibilities of comparable faculty, unless a proceeding is

initiated to discharge the employee for cause or to discontinue the concurrent faculty appointment. If the previous faculty appointment was relinquished or has expired, the new faculty appointment shall be for five years pursuant to the Regulations on Faculty Employment. If there has been an administrative stipend during the appointment, that stipend shall be removed. The salary shall be adjusted from a 12-month administrative salary to a 10-, 11-, or 12-month faculty salary that is commensurate with the salaries of comparable faculty members, i.e. determined on the Faculty Salary Schedule. Exceptions to these salary provisions may be made to recognize extraordinary circumstances including, but not limited to, extended or superior service in administrative roles. Any exception to these salary provisions must be approved by the Board of Trustees and by the President.

- c. An administrator leaving a position that is categorized as “at will” has no claim to a position at the School; however, there may be circumstances in which assignment to another administrative or teaching position would be beneficial for both the institution and the employee. In these cases, the new salary should be appropriate to the assignment. Any exception must be approved by the Board of Trustees and by the President. This paragraph does not supersede any notice or severance pay required by Board of Governors policy.

4. Discharge for Cause

Any Group II senior academic and administrative officer may be discharged for stated cause. Discharge for cause is to be distinguished from discontinuation with notice (Section VI.C.1.), automatic expiration of term (Section VI.C.2.), and termination (Section VI.C.3.). Stated causes for discharge shall include, but not necessarily be limited to, incompetence, unsatisfactory performance, neglect of duty or misconduct that interferes with the capacity of the employee to perform effectively the requirements of his or her employment. Discharge for cause is to be preceded by written notice of intent to discharge and is subject to invocation by the affected employee of the grievance procedures of Section VII. of this Policy. When an employee has been notified of the intention to discharge him or her for cause, the Chancellor may suspend his or her employment at any time and continue the suspension until a final institutional decision concerning discharge has been reached by the procedures prescribed herein; the power to suspend shall be invoked only in exceptional circumstances and such suspension shall be with full pay. If the final institutional decision is to discharge the employee, then the employee may be discharged without further pay without regard to whether there is an appeal to the Board of Governors in accordance with Section 609 C of *The Code*.

VII. REVIEW OF EMPLOYMENT DECISIONS AND GRIEVANCES

- A. The Senior Academic and Administrative Officers Grievance Committee shall consist of three persons elected by and from among all senior academic and administrative officers. If one of the members is making an appeal, his or her place shall be filled by the committee from among other senior academic and administrative officers.

- B. Employees may secure review by the grievance committee of decisions concerning discharge for cause or other disciplinary action, or of grievances concerning the interpretation and application of any provision of this Policy, including equal employment opportunity and political activity; provided however, that grievances concerning discontinuation or terminations of employment with notice, pursuant to Sections VI.C.1., VI.C.2., and VI.C.3. may be brought only upon allegations of violations of applicable notice.
- C. The committee shall act as a whole and may promulgate rules of procedure for its operations.
- D. With respect to all grievances within the committee's jurisdiction, except grievances concerning discharge for cause pursuant to Section VI.C.4., above, the committee is authorized to hear and advise with respect to the adjustment of grievances of senior academic and administrative officers. No grievance may be considered except on the basis of prior written statement of its nature by the aggrieved person and until determination is made that an unsuccessful attempt has been made by the person to resolve it with the administrative official most directly concerned. The committee is empowered to hear representations by the persons directly involved in grievances and to advise adjustment by the Administration when appropriate. Advice for adjustment in favor of an aggrieved may be given to the Chancellor only after the Director, Dean, Division Vice Chancellor or other administrative official most directly empowered to adjust it has been given similar advice and has not acted upon it within a reasonable time.
- E. With respect to grievance concerning discharge for cause pursuant to Section VI.C.4. above, the procedures specified below shall be followed. This section is applicable only to Group II senior academic and administrative officers.
 - 1. If, within ten days* after the employee receives the notice of intent to discharge referred to in Section VI.C.4. above, the employee makes no written request for either specification of reasons, or a hearing, he or she may be discharged without recourse to any further institutional procedure by a written letter of discharge from the Chancellor.
 - 2. If, within ten days after he or she receives the notice referred to in Section VI.C.4. above, the employee makes written request, by registered mail, return receipt requested, for a specification of reasons, the Chancellor or his or her delegate shall supply such specification in writing using a method of delivery specified in Board of Governors Policy 101.3.3. If the employee makes no written request for a hearing within ten days after he or she receives the specification, the employee may be discharged without recourse to any further institutional procedure by a written letter of discharge from the Chancellor.

* As used in this Policy, except when calendar day is specified, the word "day" shall mean any day except Saturday, and Sunday, or an institutional holiday. In computing any period of time, the day in which notice is received is not counted but the last day of the period being computed is to be counted.

3. If the employee makes a timely written request for a hearing, a hearing shall be accorded before the Senior Academic and Administrative Officers Grievance Committee. The hearing shall be on the written specification of reasons for the intended discharge. The hearing committee shall accord the employee twenty days from the time it receives his or her written request for a hearing to prepare his or her defense. The committee may, upon the employee's written request and for substantial cause, extend this time by written notice to the employee and to the affected administrative officials.
 4. The hearing shall be closed to the public unless the employee and the committee agree that it may be open. The employee shall have the right to counsel to present the testimony of witnesses and other evidence, to confront and cross-examine adverse witnesses, and to examine all documents and other adverse demonstrative evidence. A written transcript of all proceedings shall be kept; upon request, a copy thereof shall be furnished to the employee at the School's expense.
 5. The Chancellor, or his or her delegate or counsel, may participate in the hearing to present evidence, cross-examine witnesses, and make argument.
 6. In reaching decisions on which its written recommendations to the Chancellor shall be based, the committee shall consider only the evidence presented at the hearing and such written and oral arguments as the committee, in its discretion, may allow. The committee shall make its written recommendations to the Chancellor within ten days after its hearing concludes.
- F. With respect to any grievance, if the Chancellor concurs in a recommendation of the committee that is favorable to the employee, his or her decision shall be final. If the Chancellor either declines to accept a committee recommendation that is favorable to the employee or concurs in a committee recommendation that is unfavorable to the employee, the employee may appeal the Chancellor's decision to the Board of Governors to the extent permitted by the Board of Governors and in accordance with Section 609 of *The Code*. This appeal shall be addressed to the Chancellor, who will thereafter transmit the appeal to the President on behalf of the Board of Governors. The request for appeal shall be filed within ten days after the employee receives the Chancellor's decision.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy and intention of the North Carolina School of Science and Mathematics that there be equal employment opportunity and freedom from unlawful discrimination in all employment within the School. There shall be no discrimination on the basis of race, color, creed, national origin, sex, sexual orientation, religion, disability, age, or honorable service in the armed services of the United States. Employment shall be conducted in accordance with all provisions of state and federal law or regulation prohibiting any such discrimination, and in accordance with the School's affirmative action policy.

IX. STATUTORY AND OTHER RULES OF EMPLOYMENT

A. Political Activity

Employment shall not be adversely affected by the exercise of rights guaranteed by the First Amendment to the United States Constitution or by Article I of the North Carolina Constitution; provided, that Senior Academic and Administrative Officers shall be subject to any limitations on political activity established by Article 5 of G.S. Chapter 126. The Board of Governors' policies concerning political activity, Policy §§ 300.5 *et seq.*, as they may be revised from time to time, shall apply to positions covered by this Policy.

B. Privacy of Personnel Records

Senior academic and administrative officers enjoy the protection of and are subject to the provisions of Article 7 of G.S. 126, entitled "The Privacy of State Personnel Records."

C. Employment Preference for Veterans

Employees in positions covered by this Policy enjoy the protections of and are subject to the provisions of N.C.G.S. § 128-15, which provide for preference in employment for veterans of the United States military service and their spouses and widows or widowers.

D. Employment of Related Persons

A senior officer is subject to the policies of the Board of Governors and the Board of Trustees concerning employment of related persons, as they may be revised from time to time.

X. IMPLEMENTATION

Any proposed amendment to this Policy must be submitted for review by the Chancellor prior to its adoption by the Board of Trustees and is subject to approval by the President.

XI. EFFECTIVE DATE

Adopted by Board of Trustees March 1, 1991
Revised December 4, 1992
Revised November 7, 2002
Revised September 12, 2003
Revised July 1, 2007
Revised February 5, 2009
Revised June 4, 2010
Revised September 16, 2011