

**GOVERNORS STATE UNIVERSITY
BOARD OF TRUSTEES**

REGULATIONS

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SECTION II. EMPLOYEES

A. General

1. Coverage

This Section II. Applies to all faculty, administrative, civil service, and other employees of the Board of Trustees of Governors State University unless otherwise provided by these Regulations, by law, or by the terms of a collective bargaining agreement.

2. Authority to Employ

The Board of Trustees of Governors State University is the employer of all faculty, administrative, civil service, and other employees of Governors State University. The employment of the President of the University is subject solely to the employment contract between the President and the Board of Trustees.

3. Delegation of Authority

a. Board approval shall be required for creation, elimination, or significant modification of the position of Provost/Vice President and Dean. The President shall inform the Board of the appointment, promotion, resignation, retirement, or other event concerning the employment of a Provost/Vice President and Dean as soon as possible after the event.

b. Board approval shall be required for:

i. The award of tenure.

ii. The final, involuntary separation of an employee to be effective during the term of an employment contract.

- iii. The final approval of any collective bargaining contract.
 - iv. The creation, elimination, or modification of the categories of appointment specified in this section below.
- c. All appointments and promotions shall be made by the President.
- d. The President may accept the resignation of an employee on behalf of the Board.

4. Categories of Employment

- a. Faculty employees shall be categorized as follows:
- i. Type of Appointment
 - a) Probationary
 - b) Tenure
 - c) Temporary
 - ii. Rank
 - a) Lecturer/Senior Lecturer
 - b) University Professor
 - c) Instructor
 - d) Assistant Professor
 - e) Associate Professor
 - f) Full Professor

5. Adoption of Appointment Procedures

The President shall develop procedures for the appointment (including acting appointment) of faculty, administrative and professional, civil service, and other employees. The procedures shall contain such provisions as are necessary and appropriate and shall be: (a) consistent with the Board's delegation of authority in Section II.A.3; (b) consistent with the Board's commitment to affirmative action and nondiscrimination in employment practices; and (c) consistent with the Board's policy on participation in University governance. The procedures and any changes shall take effect when approved by the President.

6. Policy on the Avoidance of Nepotism

All University employees who have control or influence over decisions involving the use of public resources or authority have the responsibility to exercise that control or influence in a manner which maintains public confidence in the integrity of institutional decision-making processes. This responsibility includes the expectation that, in their

exercise of this control or influence, employees will avoid creating the appearance of nepotism as well as other forms of conflict of interest. Therefore, no employee may initiate or participate in any decision involving the employee or person with whom he/she has a close personal relationship, which include, but are not limited to, the following:

- a. Employment hiring or selection.
- b. Assignment.
- c. Transfer.
- d. Promotion.
- e. Evaluation.
- f. Retention/termination.
- g. Leave of absence.
- h. Compensation.

A “personal relationship” shall mean marital or other committed relationship, significant familial relationship or consensual sexual or romantic relationship. Employees who marry or become related through marriage or become a member of the same household may continue employment as long as there is no direct or indirect supervisor/subordinate relationship between such employees or an actual conflict of interest or appearance of a conflict of interest. Should any of the above situations occur, the University would expect the employee to disclose the circumstances and to remove him/herself from the decision-making role. The University may find a comparable alternative position to which one of the affected employees may be reassigned or transferred. If accommodations of this nature are not feasible, the employees will be permitted to determine between or among them, which of them will resign. The resolution must be acceptable to the University. In the event the employees are unable or unwilling to do so, the University will decide on the resolution of the perceived conflict.

In those situations where the decision maker is the President, or a Vice President, the reality and perception of their influence and power is such that it would not be possible for them to avoid the appearance of a conflict of interest by submitting the decision to review or by withdrawing from the decision-making process. In the absence of special circumstances which may be considered by the Board on a case by case basis, no person who is a close relative, or who is, regardless of relationship, a member of the same household of the President or Vice President, shall be employed in any position which is under the administrative control of that officer who is their close relative or of whose household they are a member.

This policy shall not apply to employment decisions made before its adoption. The President shall be responsible for ensuring compliance with this policy. The President shall develop a definition of the term “close relative” and “member of the same household.”

7. Educational Requirements

The President shall develop a policy concerning the educational requirements necessary for appointment to faculty, including temporary appointments. All educational requirements shall be fulfilled by study in an accredited institution of higher education. The policy shall include the following provisions and such other provisions as are necessary and appropriate:

- a. The minimum educational requirements necessary for appointment;
- b. Any exceptions to the minimum requirements.

The policy and/or any changes shall become effective when approved by the President.

8. Position Descriptions

A description shall be prepared for each administrative position, including Chairpersons, in the University, except for the position of President, and for each civil service and other positions. The President shall develop guidelines for the preparation, review, modification, and maintenance of position descriptions.

9. Administrative Organization

An organization chart of the administrative structure shall be prepared for the University.

10. Employee Benefits

a. Eligibility

The following provisions apply to faculty, administrative, civil service, and other employees, subject to the eligibility requirements stated in these Regulations. In the instance where there is a conflict between these Regulations and an employee collective bargaining agreement, the collective bargaining agreement will prevail.

b. Military Leave

An employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois National Guard shall be granted leave for any period actively spent in such military service, including:

- i. Basic training;
- ii. Special or advanced training, whether or not within the State and whether or not voluntary; and
- iii. Annual training.

c. Benefits During Military Leave

- i. The employee's seniority and other benefits shall continue to accrue.
- ii. The employee shall continue to receive his or her regular compensation. During leaves for basic training and for up to 60 calendar days of special or advanced training, if such employee's compensation for military activities is less than his or her compensation as an employee of the University, he or she shall receive his or her regular compensation as an employee of the University, minus the amount of his or her base pay for military activities.
- iii. The Compensation and accrual of seniority for any employee who is a member of the Illinois National Guard and who is called to temporary active duty in case of civil disturbance or natural disaster declared by the Governor or who is called to temporary active duty due to combat at the order of the President of the United States shall be subject to the requirements of the state and federal law (Uniformed Services Employment and Re-Employment Act of 1994). The President will develop policies and procedures to implement such compliance.

d. Leave for Court Required Service

An employee who is summoned for jury duty or subpoenaed as a witness before a court of competent jurisdiction or as a witness in a proceeding before any federal or state administrative agency who is scheduled to work during the time that he/she is called, shall be granted leave with pay and any jury or witness fees may be retained by the employee, provided that no employee shall be given leave with pay for:

- i. Appearing as a party in a non-GSU employment related proceeding involving such employee;

- ii. Appearing as an expert witness when the employee is compensated for such appearance; or
- iii. Appearing as a plaintiff or complainant in a proceeding in which the Board or the University is a defendant or respondent.

In granting leave of absence for jury duty, an employee may be required to return to work for the time during which the employee is not required in any jury attendance.

e. Benefits While on Compensated Leave

- i. An employee eligible for such leave shall earn vacation leave and sick leave while on compensated leave other than educational leave or administrative leave.
- ii. An employee on compensated leave 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.
- iii. Upon return to the University from a compensated leave, an employee's salary shall be adjusted to reflect nondiscretionary increases which the employee would have received if not on leave.

f. Emergency Leave

- i. If an emergency arises (such as a severe snow storm, tornado, riot, etc.) in which the safety, health, or welfare of employees is a matter of concern, the President may order employees to absent themselves from work with pay.
- ii. Civil Service employees ordered to absent themselves from work under such circumstances shall not lose seniority because of such absence.
- iii. Employees not excused from work under such circumstances who fail to report for work as scheduled may be denied compensation for such absence.

g. Extended Sick Leave

The President of the University may grant an employee sick leave with full pay for a period not to exceed 60 calendar days, if the employee: (i) has completed at

least three full years of service at the University; (ii) has exhausted all sick leave benefits; (iii) is a participant in the State Universities Retirement System; and (iv) is entitled to and has applied for disability benefits under the State Universities Retirement System.

h. Federal Family and Medical Leave Act

Governors State University will comply with statutory and regulatory requirements of the Federal Family Medical Leave Act (FMLA) and the Illinois Victims' Economic Security Act (VESSA) of 2003 as amended. The President shall develop procedures and guidelines to implement, monitor and document the University's FMLA and VESSA programs.

i. Implementing Policies

The President may develop policies implementing the benefits specified in this Subsection A.10., Subsection B.5., and Subsection C.7. of these Regulations. The policies and any changes shall become effective when approved by the President.

11. Compulsory Disability Leave

- a. If the President for the University believes an employee is unable to perform assigned duties due to illness or injury, he/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. Refusal of an employee to submit to a medical examination may result in suspension of the employee or other disciplinary action. The doctor shall submit an opinion to the President as to whether the employee (i) has a physical or mental condition which constitutes a health or other hazard to the employee, fellow employees, or others with whom the employee may come in contact; or (ii) has a physical or mental condition which prevents the employee from performing the duties required by the position of employment. 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 medical evidence indicates that the employee (i) has a physical or mental condition which constitutes a health or other hazard to the employee, fellow employees, or others with whom the employee may come in contact; or (ii) has a physical or mental condition which prevents the employee from satisfactorily performing the duties required by the position of employment, 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, 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 at the end of a compulsory disability leave, the President may (i) extend the leave without pay; (ii) request the employee's resignation; or (iii) terminate the employee's employment.

12. Bereavement Leave

- a. Leave with pay of three days per occurrence, to be taken within a period of five days commencing with the date of occurrence, will be granted to an employee in the event of the death of the employee's spouse, domestic partner as defined by rules set forth by the Illinois Department of Central Management Services, parent, step-parent, mother- and father-in-law, child, step-child, sibling, step-sibling, brother- and sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, or 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.
- b. 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 sick leave, if applicable at the employee's choice, provided an accrual balance is available.

13. Other Leave Programs

The President may establish other leave programs that do not add to the leave or conflict with the leave benefits in collective bargaining agreements or in the Board of Trustees Regulations.

14. Failure to Return to Work Following the Expiration of an Approved Leave of Absence

If an employee fails to return to work following the expiration of an approved leave absence and has not submitted a request to extend the leave which includes documentation to support the extension within five days of the expiration of the approved leave, the University will consider that the employee to have voluntarily resigned his/her position and will so notify the employee.

15. Outside Employment

An employee's participation in outside employment must be consistent with the employee's obligation to the Board as the primary employer and is subject to such conditions as may be imposed by federal or state law or the terms of a collective bargaining agreement. The President shall establish guidelines concerning outside employment.

16. Retirement

Employees are subject to the statutes and rules governing the State Universities Retirement System.

17. Tax Deferred Retirement Plan

a. It shall be the policy of the Board of Trustees to, in its discretion, sponsor the Governors State University Tax Deferred Annuity Plan in which eligible employees may participate.

b. Plan Administration

This plan shall be administered by the President who shall have authority to prescribe guidelines, procedures, rules and regulations consistent with Section 403(b) of the Internal Revenue code of 1986, as amended "the Code", whereby eligible employees of the University may enter into agreement with the University to elect to receive, in lieu of salary or wages, benefits which are tax deferred under the Code. Governors State University is the Plan Sponsor and Plan Administrator and as such, reserves the right, in its sole discretion to amend, change or terminate this plan as permitted by law.

18. Tuition Reduction Benefits

- a. It shall be the policy of the Board of Trustees to, in its discretion, make available to each eligible employee now or hereafter employed, the opportunity to participate in a Tuition Reduction Plan that exempts the employee from tuition and certain fees.
- b. The specific benefits available to University employees, if approved, are described in Section II.B.5.f. for faculty and administrative employees and in Section II.C.7.g. for Civil Service employees of these Regulations, and the tuition waiver provisions, if any, of applicable collective bargaining agreements.
- c. **Benefit Administration**
This benefit shall be administered by the President who shall have the authority to prescribe guidelines, procedures, rules and requirements consistent with a tax-exempt tuition reduction provision under the Internal Revenue code, where employees of the University may obtain tuition and certain fee waivers on a tax-exempt basis. The Board of Trustees of Governors State University, in its sole discretion, reserves the right to amend, change or terminate the benefits under this program.
- d. **Employee Dependents**
Governors State University provides a partial tuition waiver benefit for certain dependents of eligible employees subject to the provision and limitation of the Governors State University Law 110 ILCS 670/15-90. Dependents under the age of twenty-five of eligible employees shall receive a fifty percent (50%) reduction of the tuition for undergraduate education at any Illinois state university named in the Act for a period not to exceed four years. Fees and charges other than tuition are not included in this waiver.

19. Employees Licensed to Practice Law

Employees of the Board who are licensed to practice law may not represent any person or entity in any litigation, administrative proceeding, or other matter (other than proceedings conducted pursuant to Board or University regulations or procedures or a collective bargaining agreement to which the Board is a party) in which the Board, the University, or other employees of the Board are adverse parties.

20. Anti-Discrimination, Harassment, and Retaliation

a. Purpose of Regulation

The University is committed to maintaining a community in which students and employees can learn and work together in an atmosphere free from all forms of unlawful discrimination and harassment on the basis of an individual's actual or perceived membership in one or more protected classes under state and federal law and/or retaliation. Such unlawful discrimination and harassment violate the dignity of the individual and the integrity of the University as an institution of higher learning and, thus, will not be tolerated. The University is committed to taking all appropriate steps to eliminate unlawful discrimination and harassment, prevent their recurrence, and address their effects. Further, the University is committed to preventing any and all unlawful retaliation against an individual exercising a lawful right and address the effects of any such unlawful retaliation in the event it does occur.

b. Scope of Regulation

This Regulation prohibits all forms of unlawful discrimination and harassment against students, employees, and applicants for admission or employment based on their actual or perceived membership in any one or more of the following protected classes

- Age
- Ancestry
- Arrest Record Status
- Citizenship Status
- Color
- Disability (Physical or Mental)
- Gender Identity or Expression
- Marital or Civil Union Status
- Military or Veteran Status
- National Origin
- Order of Protection Status
- Pregnancy
- Race
- Religion
- Sex
- Sexual Orientation
- Unfavorable Discharge from Military Service

(each a "Protected Status") including all Prohibited Conduct as defined below in Section II.A.20.c of these Regulations. It applies to all members of the University community, including students, faculty, staff, administrators, trustees, members, consultants, vendors, visitors, and others engaged in business with the University (the "GSU Community"). It applies to conduct on or off campus property that substantially interferes with the mission of the University, including but not limited to, interference with the safety and well-being of self or others and/or interference with the academic pursuits or employment environment of the University's students

or employees. This Regulation does not replace federal and state mandated laws and regulations, and, where there is a conflict, the provisions of applicable law and regulations will govern.

c. University Prohibition of Unlawful Discrimination, Harassment, and Unlawful Retaliation

i. Prohibited Conduct

No person shall, on the basis of Protected Status, be subjected to unlawful discrimination or harassment under any academic, extracurricular, research, occupational training, employment program, or activity operated by the University, or in any other terms, conditions, or privileges of employment and education, including, but not limited to, in the following aspects of employment at the University:

- Recruitment and hiring;
- Job posting and advertisements;
- Promotion, transfer, layoff, recall, and renewal of employment;
- Assignment and classification;
- Testing;
- Selection for training or apprenticeship;
- Discharge;
- Discipline;
- Tenure;
- Compensation;
- Disability accommodations;
- Retirement plans, disability leave, and fringe benefits; and
- Use of University facilities and property;

and including, but not limited to, in the following aspects of education at the University:

- Application and admission to the University;
- Participation in University student programs and organizational activities;
- Treatment in the classroom;
- Course evaluation and grading;
- Academic activities external to the classroom;

- Counseling or other mental health services;
- Career and internship planning and placement services;
- Financial assistance;
- Athletics;
- Disability accommodations;
- Campus housing; and
- Access to University facilities.

Further, no person shall be subject to unlawful retaliation for the purpose of interfering with any right or privilege secured by law or this Regulation, or because the person has made a report or complaint, testified, assisted, or participated or refused to participate, in any manner, in an investigation, proceeding, or hearing under this Regulation and the associated “Reporting and Investigation Procedures for Regulation II.A.20 on Anti-Discrimination, Harassment, and Retaliation” (the “Procedures”) or under any applicable law.

It shall be a violation of this Regulation for any member of the GSU Community to engage in such unlawful discrimination, harassment, and/or unlawful retaliation (“Prohibited Conduct”). **The University reserves the right to impose any level of sanction or discipline, up to and including suspension, dismissal or termination, for any offense under this Regulation, including engaging in any Prohibited Conduct.**

ii. Definitions

For purposes of this Regulation, the following definitions apply:

- a) “Unlawful discrimination” means discrimination against a person because of that person’s actual or perceived race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, gender expression, marital or civil union status, order of protection status, disability, military or veteran status, sexual orientation, pregnancy, unfavorable discharge from military service, arrest record, citizenship status, or any other basis prohibited by law. See § 1-103(Q) of the Illinois Human Right Act, 775 ILCS 5 (“IHRA”).
- b) “Harassment” means any unwelcome conduct on the basis of a person’s actual or perceived race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, gender

expression, marital or civil union status, order of protection status, disability, military or veteran status, arrest record, pregnancy, unfavorable discharge from military service, arrest record, or citizenship status or any other basis prohibited by law that has the purpose or effect of substantially interfering with that person's work or academic performance or creating an intimidating, offensive, or hostile environment. See IHRA at § 2-101(E-1).

By way of illustration, and not as a limitation, the following types of conduct could amount to harassment if based on a person's actual or perceived Protected Status:

- Offensive jokes;
 - Slurs;
 - Epithets or name calling;
 - Physical assault(s);
 - Threats;
 - Intimidation, ridicule or mockery;
 - Insults or put-downs;
 - Offensive objects or pictures;
 - Deliberate touching, leaning over, or cornering;
 - Offensive looks or gestures; or
 - Letters, telephone calls, personal e-mails, texts, or other materials of an offensive nature.
- c) "Unlawful retaliation" means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, change in the terms or conditions of employment or education of any person that is taken in retaliation for a person's involvement in protected activity or for the purpose of interfering with any right or privilege secured by this Regulation and relevant law; "unlawful retaliation" also means intimidation, threats, coercion, or harassment made in retaliation for a person's involvement in protected activity or for the purpose of interfering with any right or privilege secured by this Regulation and relevant law. See § 15-5 of the Illinois State Officials and Employees Ethics Act, 5 ILCS 430 ("Ethics Act"); IHRA at § 6-101(A); see also § 20.2 of the Illinois Whistleblower Act, 740 ILCS 174 ("Whistleblower Act").

For purposes of this definition, protected activities include: (a) the disclosure or threatened disclosure to a supervisor or to a public body of an activity, policy, or practice the person reasonably believes is in violation of this Regulation or any law, rule, or policy; (b) the provision of information to the University or any public body or agency conducting an investigation, hearing, or inquiry into any violation of this Regulation or any law, rule, or policy; and (c) the assistance of or participation in a proceeding to enforce the provisions of this Regulation or applicable law. See Ethics Act at § 15-10; see also Whistleblower Act at §§ 15, 20, 20.1.

- d) “Race” means the physical characteristics commonly associated with a person’s race such as a person’s color, hair, facial features, height, weight, race-linked illnesses, and cultural characteristics related to race or ethnicity. See *EEOC Compliance Manual*, Doc. No. 915.003, at 15 (2006).
- e) “Color” means the pigmentation, complexion, shade, or tone of a person’s skin. See *EEOC Compliance Manual*, Doc. No. 915.003, at 15 (2006).
- f) “National origin” means the place in which a person or one of that person’s ancestors was born. See IHRA at § 1-103(K).
- g) “Ancestry” means a person’s forebears, lineage, or their line of familial descent. See *Black’s Law Dictionary* (11th ed. 2019).
- h) “Age” means the chronological age of a person who is at least 40 years old. See IHRA at § 1-103(A).
- i) “Sex” means the status of being male or female. See IHRA at § 1-103(O).
- j) “Marital or civil union status” means the legal status of being married, in a civil union, single, separated, divorced, or widowed. See IHRA at § 1-103(J).
- k) “Order of protection status” means a person’s status as being a person protected under an order of protection issued pursuant to certain Illinois

statutes, or an order of protection issued by a court of another state. See IHRA at § 1-103(K-5).

- l) “Disability” means a determinable physical or mental characteristic of a person, including one that necessitates the person’s use of a guide, hearing or support dog, the history of such characteristic, or the perception of such characteristic by the person complained against, which may result from disease, injury, congenital condition of birth or functional disorder, and which characteristic is unrelated to the person’s ability to perform the duties of a particular job or position. See IHRA at § 1-103(I).
- m) “Military or veteran status” means a person’s status on active duty in or status as a veteran of the United States Armed Forces, status as a current member or veteran of any reserve component of the United States Armed Forces, or status as a current member or veteran of the Illinois Army National Guard or Illinois Air National Guard. See IHRA at § 1-103(J-1).
- n) “Sexual orientation” and “gender identity or expression” mean the actual or perceived heterosexuality, homosexuality, bisexuality, or gender-related identity or expression of a person, whether or not traditionally associated with the person’s designated sex at birth. See IHRA at § 1-103(O-1).
- o) “Pregnancy” means pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth. See IHRA at § 1-103(L-5).
- p) “Unfavorable military discharge” means discharges from the United States Armed Forces, their Reserve components, or any National Guard or Naval Militia that are classified as RE-3 or the equivalent, but does not mean discharges characterized as RE-4 or “Dishonorable.” See IHRA at § 1-103(P).
- q) “Citizenship status” means the status of being: (1) a born U.S. citizen; (2) a naturalized U.S. citizen; (3) a U.S. national; or (4) a person born outside the U.S. and not a U.S. citizen who is not an unauthorized alien

and who is protected from discrimination under a federal law. See IHRA at § 2-101(K).

- r) “Religion” means all aspects of religious observance and practice, as well as belief. See IHRA at § 2-101(F).
- s) “Arrest record” means: (1) an arrest not leading to a conviction; (2) a juvenile record; or (3) criminal history record information ordered expunged, sealed, or impounded under Section 5.2 of the Criminal Identification Act. See IHRA at § 1-103(B-5).

iii. Limited Exceptions

Academic freedom, as stated in the Governing Policies of the Board of Trustees, allows for discussion or inclusion of germane, sensitive issues such as those relating to sexual relationships or race relations within the context of teaching, research, or other academic activities. Such discussions do not constitute harassment, and they do not contribute to a hostile environment. Academic freedom, however, does not protect persons who violate this Regulation and/or state and federal law by discriminating against or harassing others on the basis of a Protected Status.

d. Reports of Unlawful Discrimination, Harassment, or Unlawful Retaliation, and the University’s Response.

i. Reporting Prohibited Conduct

Any member of the GSU Community who witnesses, is subjected to, or becomes aware of unlawful discrimination, harassment, or unlawful retaliation should immediately report the incident. Prohibited Conduct may be reported internally to University personnel, including the University Office of the General Counsel (“OGC”), the University Human Resources Department, the University Office of the Dean of Students, or any University Supervisor (as defined below). Alternatively, members of the GSU Community may use the University’s Ethics Hotline to submit reports of Prohibited Conduct (see the Procedures for more information).

Individuals also may report Prohibited Conduct externally to the Office of Executive Inspector General (“OEIG”); and/or the Illinois Department of Human Rights (“IDHR”); the U.S. Equal Employment Opportunity

Commission (“EEOC”); and the U.S. Department of Education Office for Civil Rights (“OCR”).

In addition to the information provided below, please refer to the Procedures for information related to reporting Prohibited Conduct.

a) University Personnel

Office of the General Counsel. The OGC includes the University Chief Diversity Officer and the University Director of Compliance and Ethics Officer, either of whom will accept any report of Prohibited Conduct (whether or not the person reporting is the person alleged to be the target of the Prohibited Conduct). They are also available to discuss any concerns members of the GSU Community have regarding actual or suspected unlawful discrimination, harassment, and unlawful retaliation, this Regulation, or the Procedures. The OGC also includes the University’s General Counsel, who is available to advise University Supervisors (as defined below) on the University’s legal risks and responsibilities. Reports of Prohibited Conduct received by any University employee or Supervisor shall immediately be referred to the General Counsel for consideration and, if appropriate, referral to appropriate personnel for investigation. Where appropriate, the General Counsel will assign the complaint to the appropriate personnel for investigation depending on a number of factors, including the identity of the complaining party, the identity of the responding party, actual and perceived conflicts of interest, and workloads.

Human Resources Department. Members of the University’s Human Resources Department also will accept any report of Prohibited Conduct and promptly and without prejudice accept and submit same to the General Counsel.

Supervisors. Supervisory personnel of faculty, staff, or students, including academic chairs, academic deans, directors, vice presidents, and assistant or associate vice presidents (collectively, “Supervisors”), are responsible for ensuring this Regulation is enforced in their areas. Supervisors must promptly and without prejudice accept and report to the General Counsel all complaints of Prohibited Conduct they receive. They must also report to Chief Diversity Officer or the Director of Compliance and Ethics Officer any incidents or conduct that they

observe or about which they hear that may constitute a violation of this Regulation.

Office of the Dean of Students. Members of the Office of the Dean of Students also will accept any report of Prohibited Conduct and promptly and without prejudice accept and submit same to the General Counsel.

Title IX Coordinator. With respect to Prohibited Conduct based on a person's sex or sexual orientation, or gender identity or expression, reports of same may be made to the University's Title IX Coordinator as explained in Regulation II.A.21, below, and associated reporting and grievance procedures, which are published on the University's Title IX webpage (www.govst.edu/TitleIX/).

ADA Advisory Committee. With respect to Prohibited Conduct based on a person's disability, reports of same may be made to any member of the University's ADA Advisory Committee, which is made up of the University's ADA Compliance Officers and the Director of Student Disability Services.

b) The Office of Executive Inspector General

The primary role of the OEIG, which has jurisdiction over executive branch agencies (including the University and its employees), is to investigate allegations of misconduct and to make reports of its findings to the affected agencies. The OEIG investigates, when appropriate, alleged violations of laws committed by any employee of, or those doing business with, an entity under its jurisdiction. Under the Illinois State Officials and Employees Ethics Act, see 5 ILCS 430/20-63, the OEIG is tasked with accepting and investigating complaints of unlawful discrimination, harassment, and unlawful retaliation submitted by State employees. Such a complaint may be filed with the OEIG in writing or orally as described at:

<https://www2.illinois.gov/oeig/complaints/Pages/process.aspx>

c) The Illinois Department of Human Rights

The IDHR administers the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, which prohibits various types of discrimination and harassment in Illinois, including discrimination with respect to employment. It

investigates charges of employment discrimination filed against employers that are units of State government. A discrimination charge can be initiated by calling, writing, or appearing in person at the IDHR's Chicago or Springfield office within 300 days of the date the alleged discrimination took place, as described at:

<https://www2.illinois.gov/DHR/filingacharge/pages/employment.aspx>

d) The U.S. Equal Employment Opportunity Commission

The EEOC enforces the federal laws, such as Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e *et seq.*), which prohibit employment discrimination and retaliation on the basis of a federally recognized Protected Status. Employees who believe they have been unlawfully discriminated against, harassed, or unlawfully retaliated against at work can file a “charge of discrimination” against their employer with the EEOC. All the laws enforced by EEOC, except for the Equal Pay Act (29 U.S.C. § 206(d)), require an employee to file a charge of discrimination with us before being able to file a job discrimination lawsuit against his or her employer. There are time limits by which charges of discrimination must be filed with the EEOC depending on the type of discrimination alleged. Timely charges of discrimination can be filed online, in person, or by mail, as described at:

<https://www.eeoc.gov/how-file-charge-employment-discrimination>

Additional information about how the EEOC can help employees is available at:

<https://www.eeoc.gov/employees-job-applicants>

e) The U.S. Department of Education Office for Civil Rights

For students, the OCR enforces the federal laws—such as Title VI of the Federal Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d *et seq.*) and Title IX of the Federal Education Amendments of 1972, as amended (20 U.S.C. § 1681)—that prohibit discrimination, harassment, and retaliation (on the basis of several federally recognized Protected Statuses) in programs or activities that receive federal financial assistance from the U.S. Department of Education (“DOE”). A student

who believes he or she has been unlawfully discriminated against, harassed, or unlawfully retaliated against by an educational institution receiving federal funds from the DOE, or any other person who believes a student has been unlawfully discriminated against, harassed, or unlawfully retaliated against, may file a complaint of discrimination with the DOE. A timely complaint can be filed online, by mail, by email, or by fax, as described at:

<https://www2.ed.gov/about/offices/list/ocr/docs/howto.html>

More details about the OCR's jurisdiction can be found on its website at:

<https://www2.ed.gov/about/offices/list/ocr/frontpage/pro-students/protectingstudents.html>

ii. False Reporting and Frivolous Complaints

Given the potentially severe consequences that a charge of Prohibited Conduct may have for the responding party, the University deems it a severe offense knowingly to submit a false report or frivolous complaint. Committing such offense may subject the reporter/complaining party to disciplinary action, up to and including suspension, dismissal, or termination. False reports and frivolous complaints refer to cases where a reporter/complaining party is using a claim of Prohibited Conduct to accomplish some end other than stopping Prohibited Conduct. In addition to discipline from the University, a reporter/complaining party who makes a claim that is later found to have been intentionally false or made maliciously without regard for the truth may also be in violation of State criminal statutes and/or civil defamation laws.

The provision does not apply to reports made in good faith, even if the facts alleged in the report are not ultimately substantiated by an investigation. Each University employee is expected to report conduct they observe or learn of that may constitute Prohibited Conduct without regard to whether they are certain such conduct occurred.

Further, any individual who is later proven to have intentionally given false or misleading information during the course of an investigation or hearing

conducted pursuant to this Regulation may be subject to disciplinary action, up to and including termination or dismissal.

iii. Complaint Resolution Process

The University takes all reports and complaints of alleged Prohibited Conduct very seriously. Accordingly, the University has adopted and published the Procedures to provide for the prompt, equitable, and impartial resolution of student and employee reports and complaints alleging unlawful discrimination, harassment, and/or unlawful retaliation. The Procedures are incorporated into this Regulation by reference and are published on the University website.

As the Procedures explain in detail with respect to reports/complaints involving employee respondents:

- a) Upon being notified of a report (involving an employee respondent) filed pursuant this Regulation, the General Counsel (or designee) opens a file on the incident alleged in the report and reviews the allegations in the report to determine whether the alleged incident meets the definition of Prohibited Conduct. If the incident alleged in the report fails to meet the definition of Prohibited Conduct, the incident file will be closed.
- b) If the initial assessment determines that the incident alleged in the report meets the definition of Prohibited Conduct, then the General Counsel will contact the complainant to assist him or her in filing a formal complaint, if the complainant desires to do so. If the complainant does not wish to proceed with a formal complaint, the General Counsel will determine whether a formal complaint and the resolution process should nonetheless go forward.
- c) If the complainant files a formal complaint, informal resolution thereof may be an option. The University will provide the parties with written notice of the reported Prohibited Conduct and any sanctions or measures that may result from participating in such a process, including information regarding any records that will be maintained or shared by the University. The University will obtain voluntary, written confirmation that all parties wish to resolve the matter through an informal resolution before proceeding with same. The ultimate determination of whether

an informal resolution is available or successful is to be made by the General Counsel. If a formal complaint is successfully resolved by an informal resolution, copies of all relevant materials will be added to the incident file and the file will be closed. However, the General Counsel has the authority to reopen an incident file if any party thereto fails to abide by the resolution agreement and may take appropriate responsive/disciplinary actions.

- d) If an informal resolution is not pursued or is unsuccessful, then written notice of an investigation and allegations will be sent to the parties.
- e) All investigations are to be thorough, reliable, impartial, prompt, and fair. They involve interviewing all relevant parties and witnesses; obtaining available, relevant evidence; and identifying sources of expert information, as necessary. The burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the University and not the parties. Ultimately, the investigator will write a comprehensive investigation report fully summarizing the investigation, all witness interviews, and addressing all relevant evidence, but including no conclusions, analysis, or recommendations with respect thereto (appendices including relevant physical or documentary evidence will be included with the report).
- f) Once the investigation report is shared with the parties, the General Counsel will refer the matter for a hearing and assign one or more appropriate decisionmakers to oversee the hearing process.
- g) At the hearing, the decisionmaker has the authority to hear and make determinations on all allegations of Prohibited Conduct and may also hear and make determinations on any additional alleged policy or regulation violations that have occurred in concert with the unlawful discrimination, harassment, and/or unlawful retaliation. First, the investigator will present a summary of the investigation report. Then, the parties and witnesses may provide relevant information in turn, beginning with the complainant.
- h) After the hearing is complete, the decisionmaker will issue a written determination regarding whether there are any violations. To reach this

determination, the preponderance of evidence burden of proof must be applied.

- i) Where the decisionmaker finds that, by a preponderance of the evidence, this Regulation was violated, the decisionmaker will confer with the Human Resources Department or Office of the Dean of Students, as applicable, for appropriate discipline or sanction.
- j) Any party may file with the General Counsel a written request for appeal from the decisionmaker's responsibility determination within seven (7) days of delivery of the responsibility determination.

When a report/complaint of Prohibit Conduct involves a respondent who is a student, resolution of the report/complaint will be conducted in accordance with the procedures applicable to "Nonacademic Grievances" set forth in University Academic Policy 5 and in accordance with all applicable provisions of the Student Code of Conduct (University Academic Policy 4) and the Student Handbook.

iv. Confidentiality

All reports of and investigations into incidents of Prohibited Conduct are treated as confidential to the greatest extent possible without compromising the investigative process, and disclosure of information is restricted to a need-to-know basis. However, the University cannot guarantee confidentiality in all matters, and the identity of the complaining party is usually revealed to the persons involved during the investigation (including the responding party and any witnesses).

v. Supportive Measures

In order to address the effects Prohibited Conduct can have on the targets thereof, the University will make all reasonable efforts to promptly offer and implement appropriate and reasonable supportive measures to the involved parties upon notice of alleged Prohibited Conduct.

Supportive measures are non-disciplinary, non-punitive individualized services offered as determined by the University to be appropriate and reasonably available, and without fee or charge to the parties to restore or preserve access to the University's education program or activity, including measures designed to protect the safety of all parties or the University's

educational environment, and/or prevent further Prohibited Conduct. Supportive measures may include counseling services available at the University, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

The University will maintain the privacy of the supportive measures, provided that privacy does not impair the University's ability to provide the supportive measures. The University will act to ensure as minimal an academic or employment impact on the parties as possible. The University will implement measures in a way that does not unreasonably burden the other party, and after considering the complaining party's wishes with respect to supportive measures and explaining the process for filing a formal complaint.

Employees are also encouraged to take advantage of the resources available to Employees through the Employee Assistance Program ("EAP"), which is a free and confidential resource. More information is available on the Illinois Central Management Services Employee Assistance Program website at:

<https://www2.illinois.gov/cms/benefits/StateEmployee/Pages/EmployeeAssistanceProgram.aspx>

21. Title IX and Anti-Sex Discrimination, Harassment, and Retaliation

a. Purpose of Regulation

Governors State University is committed to maintaining a community in which students, faculty, and staff can work and learn together in an atmosphere free of all forms of unlawful sex discrimination, harassment, and/or retaliation. Such misconduct violates the dignity of the individual and the integrity of the University as an institution of higher learning, and thus, will not be tolerated. The University does not discriminate against any employee, student, or applicant for employment or admission on the basis of sex in any education program or activity it operates, including admissions and employment, and it is required by Title IX of the Education Amendments of 1972 ("Title IX") not to discriminate in such a manner. The University is committed to taking all appropriate steps to eliminate sex-based

discrimination, harassment, and/or retaliation, prevent its recurrence and address its effects.

b. Scope of Regulation

This regulation prohibits all forms of discrimination against students and employees based on their actual or perceived sex, gender, gender identity, gender expression, and/or sexual orientation, including all Prohibited Conduct as defined below in Regulation II.A.21.c hereof. It applies to all members of the University community, including students, faculty, staff, administrators, board members, consultants, vendors, visitors, and others engaged in business with the University. It applies to conduct on or off campus property that substantially interferes with the mission of the University including but not limited to, interference with the safety and well-being of self or others and/or interference with the academic pursuits or employment environment of its students, faculty, or staff. This Regulation does not replace federal and state mandated laws and regulations and where there is a conflict, the provisions of applicable law and regulations will govern.

c. Prohibited Conduct

No person shall, on the basis of sex, gender, gender identity, gender expression, and/or sexual orientation, be excluded from participation in, be denied of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, employment program or activity operated by the University, or in recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure, compensation, or in any other terms, conditions, or privileges of employment and education. Other types of discrimination that are prohibited include, but are not limited to: sexual harassment, sexual assault, sexual violence, sexual battery, domestic violence, dating violence, stalking, aiding and facilitating any violation of this Regulation, and/or retaliation.

i. Sexual Harassment, defined as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

a) Quid Pro Quo:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, education, living environment, or participation in a University activity
2. Submission to or rejection of such conduct by an individual is used as the basis for or a factor in such decisions affecting employment,

- education, living environment, or participation in a University activity.
- b) Hostile Environment:
Such conduct has the purpose or effect of substantially interfering with an individual's employment or educational performance or creating an intimidating, hostile, offensive environment for that individual's working, educational and/or living environment; or such conduct was so severe or pervasive that it altered the condition of employment or effectively denies a person equal access to the recipient's education program or activity.
- ii. Sexual Harassment, defined as:
- a) Sex Offenses, Forcible:
1. Any sexual act directed against another person,
 2. without the consent of the Complainant,
 3. including instances in which the Complainant is incapable of giving consent.
- b) Forcible Rape:
1. Penetration,
 2. no matter how slight,
 3. of the vagina or anus with any body part or object, or
 4. oral penetration by a sex organ of another person,
 5. without the consent of the Complainant.
- c) Forcible Sodomy:
1. Oral or anal sexual intercourse with another person,
 2. forcibly,
 3. and/or against that person's will (non-consensually), or
 4. not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
- d) Sexual Assault with an Object:
1. The use of an object or instrument to penetrate,
 2. however slightly,
 3. the genital or anal opening of the body of another person,
 4. forcibly,
 5. and/or against that person's will (non-consensually),
 6. or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

- e) Forcible Fondling:
 1. The touching of the private body parts of another person (buttocks, groin, breasts),
 2. for the purpose of sexual gratification,
 3. forcibly,
 4. and/or against that person's will (non-consensually),
 5. or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - f) Sex Offenses, Non-forcible:
 1. Incest:
 - A) Non-forcible sexual intercourse,
 - B) between persons who are related to each other,
 - C) within the degrees wherein marriage is prohibited by Illinois.
 2. Statutory Rape:
 - A) Non-forcible sexual intercourse,
 - B) With a person who is under the statutory age of consent of 17 years of age.
- iii. Dating Violence, defined as:
- a) Violence,
 - b) on the basis of sex,
 - c) committed by a person,
 - d) who is in or has been in a social relationship of a romantic or intimate nature with the Complainant.
 1. The existence of such a relationship shall be determined based on the Complainant's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition—
 2. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
 3. Dating violence does not include acts covered under the definition of domestic violence.
- iv. Domestic Violence, defined as:
- a) Violence;
 - b) on the basis of sex,

- c) committed by a current or former spouse or intimate partner of the Complainant,
 - d) by a person with whom the Complainant shares a child in common, or
 - e) by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or
 - f) by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Illinois or
 - g) by any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of Illinois.
- v. Stalking, defined as:
- a) Engaging in a course of conduct,
 - b) on the basis of sex,
 - c) directed at a specific person, that
 1. would cause a person to fear for the person's safety, or
 2. the safety of others; or
 3. suffer emotional distress.
 - d) For purposes of this definition—
 1. Course of conduct means two or more acts, including, but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, or threatens a person, workplace, or school, engages in other conduct, or interferes with or damages a person's property or pet. A course of conduct may include contact via electronic communications.
 2. Reasonable person means a person in the Complainant's circumstances with the Complainant's knowledge of the respondent and the respondent's prior acts.
 3. Emotional distress means significant mental suffering, anxiety or alarm.
- vi. Sexual Exploitation, defined as:
- a) Taking advantage of the sexuality of another person,
 - b) without consent,
 - c) or in a manner that extends the bounds of consensual sexual activity without the knowledge of the other individual for any purpose, including sexual gratification, financial gain, personal benefit, or any other non-legitimate purpose.

- d) Examples of sexual exploitation include:
 1. non-consensual video or audio-taping of sexual activity;
 2. going beyond the boundaries of consent (such as letting others hide in the closet to watch you having consensual sex);
 3. engaging in voyeurism;
 4. knowingly transmitting an STD or HIV to another person;
 5. exposing one's genitals in non-consensual circumstances; or
 6. inducing another to expose their genitals.

- vii. Aiding or Facilitating, defined as:
When an individual or group of individuals promote or encourage others to engage in Prohibited Conduct in violation of this Regulation.

- viii. Retaliation, defined as:
 - a) It is prohibited for the University or any member of the University community from taking materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law, policy, or regulation, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Regulation and procedure.
 - b) The University or other persons may not intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by law, policy, or regulation or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing.
 - c) Intimidation, threats, coercion, or discrimination, including charges against an individual for policy or regulation violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX constitutes retaliation.
 - d) The exercise of rights protected under the First Amendment does not constitute retaliation.
 - e) Charging an individual with a policy or regulation violation for making a materially false statement in bad faith in the course of a grievance

proceeding under this Regulation and procedure does not constitute retaliation, provided that a determination regarding responsibility, alone, is not sufficient to conclude that any party has made a materially false statement in bad faith.

The University reserves the right to impose any level of sanction or discipline, up to and including suspension, dismissal or termination, for any offense under this Regulation, including engaging in any Prohibited Conduct in section II.A.21.c of this Regulation.

d. Consent

As used under Prohibited Conduct in section II.A.21.c of this Regulation, the following definition applies:

“Consent” is a freely and knowingly given agreement to the act of sexual conduct or sexual penetration in question. Consent is demonstrated through mutually understandable words and/or actions that clearly indicate a willingness to engage freely in sexual activity. Lack of verbal or physical resistance or submission resulting from the use of force or threat of force by the accused shall not constitute consent. A person’s manner of dress does not constitute consent. A person's consent to past sexual activity does not constitute consent to future sexual activity. A person's consent to engage in sexual activity with one person does not constitute consent to engage in sexual activity with another. A person can withdraw consent at any time, and a person cannot consent to sexual activity if that person is unable to understand the nature of the activity or give knowing consent due to circumstances, including without limitation the following: (a) the person is incapacitated due to the use or influence of alcohol or drugs; (b) the person is asleep or unconscious; the person is under age; or (c) the person is incapacitated due to a mental disability.

e. Title IX Coordinator

Carl Hampton, J.D.
Chief Diversity Officer and Title IX Coordinator
1 University Parkway, G-342
University Park, IL 60484
Telephone: 708.235.7531
Email: titleixofficer@govst.edu

The Title IX Coordinator has the primary responsibility for coordinating the University's efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remediate, and prevent discrimination, harassment, and retaliation prohibited under this Regulation. The Title IX Coordinator acts with authority free from bias and conflicts of interest in overseeing all resolutions under this Regulation.

f. Complaints of Discrimination, Harassment, and/or Retaliation and the University's Response

To ensure compliance with federal and state civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the educational program or activity, the University has developed internal procedures that provide a prompt, fair, and impartial process for those involved in an allegation of discrimination or harassment on the basis of sex, gender, gender identity, gender expression, and/or sexual orientation, and for allegations of retaliation.

Any person may report any Prohibited Conduct as defined in section II.A.21.c above (whether or not the person reporting is the person alleged to be the target of the Prohibited Conduct that could constitute a violation of this Regulation and/or Title IX) in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address for the Title IX Coordinator listed above in section II.A.21.e.

All University employees, unless specifically exempted, are required to report actual or suspected sex, gender, gender identity, gender expression, and/or sexual orientation discrimination, harassment, and/or retaliation to the University's Title IX Coordinator. For more information on mandated reporting and exemptions from such requirement, please refer to the University's Reporting and Grievance Procedures published on the Title IX website: <https://www.govst.edu/TitleIX/>.

In addition, inquiries about the application of Title IX and its regulations to the University may be referred to the Title IX Coordinator or externally to the Department of Education Office of Civil Rights, or both. Contact information for external inquiries is as follows:

Office of Civil Rights
U.S. Department of Education
John C. Kluczynski Federal Building
230 S. Dearborn Street, 37th Floor
Chicago, IL 60604
Telephone: 312.730.1560
Facsimile: 312.730.1576
Email: OCR.Chicago@ed.gov

g. Grievance Procedures

The University has adopted and published grievance procedures that provide for the prompt, equitable and impartial resolution of student and employee complaints alleging sex, gender, gender identity, gender expression, and/or sexual orientation discrimination, harassment and/or retaliation. The University's Reporting and Grievance Procedures for this Regulation are incorporated herein and are published on the Title IX website: <https://www.govst.edu/TitleIX/>.

h. Supportive Measures

The University will promptly offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged sex, gender, gender identity, gender expression, and/or sexual orientation discrimination, harassment and/or retaliation.

Supportive measures are non-disciplinary, non-punitive individualized services offered as determined by the University to be appropriate and reasonably available, and without fee or charge to the parties to restore or preserve access to the University's education program or activity, including measures designed to protect the safety of all parties or the University's educational environment, and/or deter harassment, discrimination, and/or retaliation. Supportive measures may include counseling services available at the University, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

The University will maintain the privacy of the supportive measures, provided that privacy does not impair the University's ability to provide the supportive measures. The University will act to ensure as minimal an academic impact on the parties as possible. The University will implement measures in a way that does not unreasonably burden the other party, and after considering the complainant's wishes with respect to supportive measures and explaining to the Complainant the process for filing a formal complaint.

22. Reasonable Accommodations for Employees with Disabilities or Pregnancy

a. Introduction and Statement of Policy

In accordance with federal, state, and local laws, and with Governors State University (the "University") Mission and Core Values, the University seeks to retain a diverse workforce, provide equal employment opportunities to all qualified persons, and to prohibit discrimination in all employment practices against qualified individuals with disabilities, who are pregnant, or who have known association or relationship with an individual with a Disability (all capitalized terms used herein shall have the meaning ascribed below in section II.A.22.c). Discrimination is prohibited in connection with any employment practices, including, but not limited to: job application procedures; hiring; firing; advancement; compensation; benefits; training; and other terms, conditions, and privileges of employment.

Therefore, it is the policy of the University to provide Reasonable Accommodations upon request for Qualified Individuals with a Disability or Pregnancy who are employees or applicants for employment, unless (i) the Reasonable Accommodation would impose an Undue Hardship on the University or (ii) doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by Reasonable Accommodation. The University complies with all applicable federal, state, and local laws, regulations and guidelines as they may be amended, including but not limited to the Americans with Disabilities Act of 1990 ("ADA"), including changes made by the ADA Amendments Act of 2008, 42 U.S.C. §§ 12101 *et seq.*, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101. Such Reasonable Accommodations for Qualified Individuals with a Disability or Pregnancy shall be made in a timely manner and on an individualized and flexible basis, and shall be the result of a dialogue between the requesting individual and designated representatives of the University as part of the Interactive Process.

b. Purpose of Regulation

The purposes of this Regulation are to (i) enhance the University's ability to attract and retain a diverse and talented workforce, (ii) effect the University's commitment to nondiscrimination and provide equal employment opportunities, and (iii) ensure compliance with applicable federal, state, and local laws.

c. Definitions

- i. "ADA Coordinator for Employment Issues": The Vice President for Human Resources or his/her designee.
- ii. "Disability": With respect to an individual – (1) a physical or mental impairment that substantially limits one or more major life activities; (2) a record of such impairment; or (3) being regarded as having or perceived to have an impairment.
- iii. "Interactive Process": The process by which the University and individual requesting a Reasonable Accommodation engage to discuss physical or mental abilities and limitations to determine whether the individual's medical condition meets the definition of Disability, as they relate to the discussion of the job's essential functions, and to determine possible job Reasonable Accommodations, as defined below in section II.A.22.c.vii, if any. As part of this process, documentation may be necessary to determine an employee's Disability, as defined above in section II.A.22.c.ii, and Reasonable Accommodation, as defined below in section II.A.22.c.vii.
- iv. "Major Life Activities": Major life activities include, but are not limited to, caring for one's self, performing manual tasks, walking, sitting, standing, seeing, hearing, eating, breathing, speaking, sleeping, reproducing, working, learning, thinking, concentrating and interacting with others, and the operation of a major bodily function.
- v. "Pregnancy": The period of time when a fetus develops in a woman's uterus, including but not limited to medical or common conditions relating to pregnancy or childbirth.
- vi. "Qualified Individual": A person who meets legitimate skill, experience, education, and other requirements of an employment position that he or

she holds or seeks, and who can perform the essential functions of the position with or without Reasonable Accommodation.

- vii. “Reasonable Accommodation”: A modification or adjustment to a job or the work environment that will enable a Qualified Individual with a Disability to participate in the application process, to perform essential job functions, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without a Disability. Examples of Reasonable Accommodation may include, but are not limited to: making facilities readily accessible; modifying work schedules; reassignment to a vacant position; or acquiring or modifying equipment or devices.
- viii. “Undue Hardship”: An action that is excessively costly, extensive, substantial, or disruptive, or that would fundamentally alter the nature or operation of the University and/or the particular department at which the accommodation is to be made. Factors to be considered when determining whether an Undue Hardship exists include, but are not limited to: the cost of the accommodations, the University’s overall financial resources, the financial resources of the particular department at which the accommodation is to be made, the number of employees within the department, and the total number of employees of the University.

d. Requesting a Reasonable Accommodation

It is the responsibility of individual employees to identify themselves as individuals with a Disability or Pregnancy when seeking a Reasonable Accommodation. An employee who believes he or she needs a Reasonable Accommodation to perform an essential function of the job should make the request to the ADA Coordinator for Employment Issues. Once a request for a Reasonable Accommodation is received by the ADA Coordinator for Employment Issues, the individual will then be required to complete and submit the Reasonable Accommodation Request Form.

Employees seeking a Reasonable Accommodation must timely cooperate with the University during the Interactive Process, including attending meetings and/or providing documentation where requested. It is also the responsibility of individual employees to document their Disability or Pregnancy from an appropriate licensed professional, and to demonstrate how the Disability or Pregnancy limits their ability to complete the essential functions of their job, where requested by the University. Medical documentation will be kept confidential as the law requires.

All requests for Reasonable Accommodation shall be responded to in a timely manner. The University reviews all requests for Reasonable Accommodation on a case-by-case basis. Through the Interactive Process, a Reasonable Accommodation will be selected that is most appropriate for both the University and the individual requesting the Reasonable Accommodation when available. While an employee's preference will be considered, the University is free to choose between equally effective Reasonable Accommodations. The University is not obligated to provide a Reasonable Accommodation that causes an Undue Hardship.

e. Supervisor's Responsibility

Supervisors and the Human Resources Department are responsible for notifying the ADA Coordinator for Employment Issues of any Reasonable Accommodation or request for Reasonable Accommodation brought to their attention. In certain circumstances, it may be appropriate for the supervisor to seek consultation with the ADA Coordinator for Employment Issues to determine if the University should initiate the Interactive Process.

Oftentimes, supervisors will be responsible for implementing any granted Reasonable Accommodation. Supervisors shall keep the request and fact of Reasonable Accommodation confidential except as necessary to effectuate the Reasonable Accommodation.

f. Compliant Process

If an applicant or employee believes he or she has been discriminated against in employment on the basis of Disability or Pregnancy or has been unlawfully denied a Reasonable Accommodation, he or she should file an internal complaint with the Human Resources Department, or bring the matter to the attention of the ADA Coordinator for Employment Issues, the University Chief Diversity Officer, or any other supervisor with whom the applicant or employee feels comfortable discussing the matter. No retaliation will be taken or tolerated against any applicant or employee who makes a report under this Regulation or who participates in a complaint investigation.

g. Delegation of Authority

The Board delegates authority to the President and/or the President's delegee to adopt and implement procedures necessary to implement this Regulation.

B. Faculty and Administrative Employees

1. Coverage

This Subsection B. applies to all faculty and administrative employees of the University 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 develop guidelines for the initial and continuing salaries and salary increases of administrative employees.
- b. The President shall develop policies concerning salaries for Chairpersons. The policies and any changes shall become effective when approved by the President.
- c. 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 Chairperson) 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 established pursuant to Subsection A.7. above and faculty rank or promotion is recommended by the appropriate department/division (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 University, 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.
- d. Except for a Chairperson, 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. Chairpersons shall be eligible for consideration for tenure during their term of service as Chairperson if they hold at least the rank of Assistant Professor and meet the following requirements:
 - i. Educational Requirements
A Chairperson 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.
 - ii. Years of Service
 - a) Except as provided in paragraph c) below, a Chairperson may not apply for tenure before his/her sixth probationary year of employment at the University.
 - b) A Chairperson 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 Chairperson 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 Chairperson 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 employment.

- e) A Chairperson 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 Chairperson may elect to be placed in a lower-numbered probationary year by written notification to the Provost/Vice President by the close of the first academic term following his/her initial appointment.

iii. Consideration for Tenure on the Basis of Exception

- a) A Chairperson who does not satisfy the educational requirements of tenure established pursuant to paragraph (i.) above or the years of service requirement specified in paragraph (ii.) 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.
- b) A Chairperson 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.

iv. Tenure for Chairpersons 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/division or equivalent unit.

v. The performance of a Chairperson during the entire term of employment shall be considered by the Board in determining whether to grant tenure.

vi. An eligible Chairperson 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 Chairperson 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.

vii. **Removal from Office**

In appropriate circumstances, removal of a Chairperson from office may be initiated by vote of a 2/3 majority of all probationary and tenured faculty members of the department/division, or by the Dean of the College after consultation with members of the department/division and the Provost/Academic Vice President. The final decision with respect to removal of a Chairperson shall be made by the President. In the event of removal from office, a Chairperson shall be entitled to return to his/her department/division to assume faculty responsibilities at his/her then current faculty rank. The President shall establish guidelines concerning the removal of a Chairperson from office. The guidelines shall ensure due process for the incumbent Chairperson.

4. Reassignment and Termination

a. **Reassignment**

Employees at the University may be reassigned by the President without notice in advance. The President shall consult with and obtain the approval of the Board of Trustees 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:

- i. In the first year of employment at the University not less than one month prior to the effective date of reduction in monthly compensation; and
- ii. In the second or subsequent year of employment at the University not less than two months prior to the effective date of reduction in monthly compensation.

b. **Termination**

- i. The President shall be employed by and serve at the pleasure of the Board unless the contract of employment specifies otherwise.

- ii. All at-will employees employed by the Board shall serve at the pleasure of the President and may be terminated with or without cause.
- iii. Termination of at-will university employees shall require a pre-termination review by the Department of Human Resources.
- iv. Upon termination, an at-will employee may be offered severance pay based on the individual circumstances of the termination provided the employee signs a separation agreement which, among other things, shall include a release of all potential claims to the fullest extent allowed by law.
- v. Any severance pay provided to any at-will or contractual university employee shall be subject to the provisions of the Government Severance Pay Act, as same may be amended from time to time (5 ILCS 415/1 *et seq.*), including, but not limited to, the requirement that severance pay may not exceed an amount greater than twenty (20) weeks of compensation.

5. Employee Benefits

a. Temporary Appointments

- i. An employee hired specifically for a full-time temporary position shall, during the first fiscal 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), shall be eligible for holidays, bereavement leave, and leave for court required service. Such employee shall not receive any benefit for unused sick leave at the end of the fiscal year or at the end of the appointment, whichever is earlier. 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 on a pro-rated basis.
- ii.
 - a) An employee hired specifically for a full-time temporary position, who is appointed to said position for more than one consecutive fiscal year, shall be eligible for holidays, bereavement leave, and leave for court required service.
 - b) In addition, effective at the beginning of the second consecutive fiscal year of such appointment, such employee shall become eligible for

educational benefits, shall earn non-cumulative sick leave at the rate of one day per month of appointment (credited to the employee at the beginning of the fiscal year), and, if employed on a 12-month basis, shall (i), if such appointment is supported less than 50% by grant or contract funds, earn vacation leave as specified in paragraph b. below or (ii), if such appointment is supported at least 50% by grant or contract funds, earn non-cumulative vacation leave credited at the rate of two days per month. Such employee shall not receive any benefit for unused sick leave or non-cumulative vacation leave at the end of the fiscal year or at the end of the appointment, whichever is earlier.

- c) If the foregoing appointment is at least half-time but less than full-time, the benefits listed in this paragraph (ii.) shall be provided on a pro-rated basis, 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.

- iii. 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 above.

b. Permanent Appointment

i. Vacation Leave

Employees with 12-month appointments shall earn vacation leave at the rate of two 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.

ii. Sick Leave

- a) 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.

- b) An employee, while in pay status, 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 work days. An employee who accrues the maximum will earn no further sick leave until the employee's use of sick leave reduces the accrual below the maximum.
- c) 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.
- d) 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 any one calendar week.
- e) Upon termination of employment, and provided 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 sick leave earned between January 1, 1984 and December 31, 1997. 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 b) 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 b) above between January 1, 1984 and December 31, 1997. Noncumulative sick leave days shall be used first, and cumulative sick leave days shall be used in the following order:
 - 1. Days accrued through December 31, 1983;
 - 2. Days accrued after December 31, 1997;
 - 3. Days accrued between January 1, 1984 and December 31, 1997.

An employee who has received a lump sum payment for accrued sick leave and who, within two years, is reemployed by the Board may, if

separated in good standing, have his or her 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 he or she was paid for one day of accrued sick leave. An employee may have part or all of his or her accrued sick leave restored in this manner; however, if the employee does not make any such repayment to the Board, he or she shall not be entitled to have any such sick leave so restored.

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.

c. Holidays

- i. Holidays recognized by the Board shall be New Year's Day, day before or day after New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day, and day before or day after Christmas Day.
- ii. 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.
- iii. 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.

d. 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 his/her unit/department head. If the unit/department head approves the request, it shall be forwarded to the appropriate Vice President for consideration. If recommended by the Vice President, the request is submitted to the President for approval together with the written recommendation of the unit/department and the Vice President.

- i. Applications for education 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.
 - ii. 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 there from 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.
 - iii. An educational leave shall not be awarded more than once in every seven years, and educational leave time shall not be cumulative.
 - iv. Salary payments during educational leave shall be: one-half pay if leave is granted for a full year; full pay if leave is granted for one-half year.
 - v. The maximum number of educational leave units that may be used during each fiscal year at the University shall be one unit for each twenty-five 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 twelve half-pay months or six full-pay months of educational leave.
- e. Leave Without Salary
- i. 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.
 - ii. 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.

f. Educational Benefits

- i. An employee may enroll in any university previously a part of the Board of Governors system for a maximum of two courses, or six credit hours, whichever is greater, in any one academic term with exemption from the payment of tuition and fees. The fees which will be waived by such universities include registration, application fees, credit evaluation fees, admission fees, activity fees, graduation fees, and textbook rental fees. In addition, service fees, such as those imposed to secure revenue for bond retirement, will be waived by such universities for an employee of the university granting the waiver.
- ii. The natural, adopted, foster, and step-children 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 any university identified in paragraph (i.) above. 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.
- iii. 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 any one academic term with exemption from the payment of tuition and such fees as may be waived in accordance with paragraph (i.) above.

g. Administrative Leave

- i. In the event that the President, the Vice Presidents, or administrative officers holding the title of Dean, Associate or Assistant Dean, Department Head or Division Chairperson, elect to terminate employment in those positions, they shall be eligible, upon approval by the Board (following recommendation of the President) to receive six months' leave at full pay or twelve months' leave at half pay if they meet all the following criteria at the time of retirement

- a) They do not continue in a tenured teaching appointment;
 - b) They have been in one or more of the aforementioned positions for a period of at least ten years prior to retirement; and
 - c) They have not had a sabbatical or educational leave during the ten years immediately preceding retirement.
- ii. Individuals employed in positions specified in paragraph (i.) above may be afforded continued employment as follows:
- a) Vice Presidents who hold faculty rank but not tenure who elect to terminate employment in those positions in accordance with paragraph (i.) above may, upon recommendation by the President and approval by the Board, be reassigned on a year-to-year basis to teaching positions in the department (or equivalent academic units) in which they hold rank, if any, with the approval of the departments (or equivalent academic units) involved. Approval of the departments (or equivalent academic units) involved shall not be required for Vice Presidents holding tenure immediately prior to termination of employment in an administrative position.
 - b) Administrative officers holding the title of Dean, Associate or Assistant Dean, Department Head or Division Chairperson, Director, Registrar, or Business Manager who elect to terminate employment in those positions in accordance with paragraph (i.) above may, upon recommendation by the President and approval by the Board, be reassigned on a year-to-year basis to teaching positions in the departments (or equivalent academic units) in which they hold rank, if any, or to other positions for which they are qualified, with the approval of the departments (or equivalent academic units) involved. Approval of the departments (or equivalent academic units) involved shall not be required for Vice Presidents holding tenure immediately prior to termination of employment in an administrative position.
 - c) Administrative officers holding the title of Dean, Associate or Assistant Dean, Department Head or Division Chairperson who elect to terminate employment in those positions in accordance with paragraph (i.) above may, upon recommendation by the President and approval by the Board, be reassigned on a year-to-year basis to teaching positions in

the departments (or equivalent academic units) in which they hold rank, if any, or to other positions for which they are qualified, with the approval of the departments (or equivalent academic units) involved. Approval of the department (or equivalent academic units) involved shall not be required for Deans, Associate or Assistant Deans, Vice Deans, Department/Division Chairs holding tenure immediately prior to termination of employment in an administrative position.

C. Civil Service Employees

1. Coverage

This Subsection C. applies to all civil service employees of the Board unless otherwise provided by these Regulations, by law, or by the terms of a collective bargaining agreement. All civil service employees within Governors State University are employed in accordance with the provisions of Illinois Revised Statutes 110 ILCS 70/10 *et seq.*, as amended, and the rules of the Merit Board and are entitled to all the rights and subject to all the requirements contained therein.

2. Work Week

- a. The standard work week (exclusive of unpaid meal periods) for all full-time employees shall consist of 37 ½ hours per week, except for those classifications maintaining 24-hour per day operations including, but not limited to, Security and Plant Engineers, for which the standard work week shall consist of 40 hours per week.
- b. Any change in the standard work week for represented full-time employees shall require approval of the President.

3. Work Schedules and Shift Assignments

A schedule of work days and shift assignments shall be maintained for each civil service employee. Work day schedules and shift assignments may be changed to meet operating conditions and needs of the University upon reasonable notice to the Civil Service employees affected.

4. Performance Evaluation

The University shall develop a performance evaluation program for employees consistent with these Regulations and the statutes and rules governing the State University Civil Service System. The programs and any changes shall become

effective when approved by the President. Each performance evaluation program shall include the following elements and such other elements as are necessary and appropriate:

- a. A description of the evaluation structure;
- b. An identification of the roles and responsibilities of employees and supervisors;
- c. A statement of job related criteria for performance evaluation; and
- d. A description of the employee appeal procedure with respect to recommendations or decisions made pursuant to a performance evaluation.

5. **Grievance Procedure**

- a. The University shall establish a grievance procedure for the resolution of employee grievances. An employee may file a grievance when a dispute arises concerning the interpretation or application of these Regulations and/or policies established by the University. Each grievance procedure shall contain the following elements and such other elements as are necessary and appropriate:
 - i. Provisions for informal resolution;
 - ii. Formal procedures for filing a grievance; and
 - iii. Provisions for a formal decision of the Director of Human Resources and an appeal by the employee of that decision.
- b. The decision made at the conclusion of the appeal shall be final and binding, and shall be consistent with these Regulations.
- c. If an employee seeks resolution of the grievance in any other forum, whether administrative or judicial, or pursuant to a grievance procedure under a collective bargaining agreement, the Director of Human Resources shall have no obligation to process the grievance under the procedure established in accordance with this regulation.
- d. An employee grievance committee may be established for the purpose of advising the Director of Human Resources on employee grievances.
- e. The grievance procedures described above and any changes therein shall become effective when approved by the President.

6. Employee Discipline Program

- a. The University shall develop and maintain an employee discipline program specifying reasonable rules of conduct, descriptions of inappropriate behavior, and corrective disciplinary measures. Each program shall contain the following elements and such other elements as are necessary and appropriate:
 - i. Rules of conduct with examples of unacceptable behaviors;
 - ii. The following levels of disciplinary action:
 - a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Discharge.
 - iii. An employee appeal procedure.
- b. The discipline programs described above and any changes therein shall become effective when approved by the President.

7. Employee Benefits

- a. Limitations and Eligibility

Except as otherwise indicated for prevailing wage rate groups, employee benefits shall be made available to employees in status positions, including, for the purposes of this paragraph, employees in appointments designed to qualify employees for status in the class, i.e. learner, trainee, apprentice, and, where appropriate, provisional. Civil Service employees in other types of non-status appointments will not be extended employee benefits under this paragraph except that employees with temporary appointments shall be eligible for holiday pay in accordance with paragraph c. below. An employee with a full-time appointment shall be eligible to receive the benefits specified in this paragraph. 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. An employee whose appointment is for less than half-time shall not be eligible for benefits under this paragraph, except that such an employee shall be eligible for holiday pay in accordance with paragraph c. below on a pro-rated basis.
- b. Vacation Leave
 - i. Non-exempt employees, as defined by Fair Labor Standard Act criteria, shall earn vacation leave in accordance with the following schedule:

<u>Years of Service Completed</u>		<u>Rate Earned/Hr. of Pay Status</u>	<u>Equiv. Days Per Year</u>
At Least	Not More Than		
0	3	.0462	12
3	6	.0577	15
6	9	.0692	18
9	14	.0808	21
14		.0962	25

- ii. Exempt employees, as defined by Fair Labor Standards Act criteria, shall earn vacation leave in accordance with the following schedule:

<u>Years of Service Completed</u>		<u>Leave Days Earned Per Year</u>
At Least	Not More than	
0	3	25
3	6	26
6	9	27
9		28

- iii. Beginning October 1, 1972, where there has been a break in service, the service year shall be determined by the addition of all previous periods of State service with a SURS employer which qualified for earning of vacation leave.
- iv. An employee who leaves the service of the University for any reason, provided that the employee is not reemployed within 30 calendar days at the same place of employment, shall receive pay for vacation leave to the extent of any accrued balance as of the date of separation from service. No vacation leave will be available or payable for employees whose service is terminated prior to the completion of the probationary period.
- v. Except as provided below, an employee may not accumulate more than two times the appropriate annual level of vacation leave. Upon reaching this maximum, vacation leave will cease to be earned except as the accumulation is reduced. 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 provided above. Such additional vacation leave must be used within 12 months after the employee completes work on the special assignment. Extra pay in lieu of vacation leave will not be allowed. An employee's preference as to time of leave shall be considered, but the employee's supervisor shall have the right to assign leave periods. Observed holidays that occur during the approved vacation leave shall not be charged against vacation leave.

- vi. Vacation leave shall not be taken during the probationary period, except for good cause and upon approval of the employer representative.

c. Holidays

- i. All Board facilities will be closed except for necessary operations on the following principal holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day, and two supplemental holidays designated as the day before or after New Year's Day and the day before or after Christmas Day.
 - a) Principal holidays which fall on a Saturday shall be observed on the preceding Friday; principal holidays which fall on a Sunday shall be observed on the following Monday.
 - b) Supplemental holidays will be observed on days designated by each employee's unit head but shall be limited to work days, except Saturday and Sunday, immediately preceding or following the observance day of the respective principal holiday.
- ii.
 - a) Employees with full-time status, provisional, apprenticeship, trainee, or temporary appointments, except prevailing rate craft employees and those employees covered by collective bargaining agreements, will be excused on the observed day of each of the aforementioned principal and supplemental holidays. Such employees with less than full-time appointments shall be eligible for holiday pay on a pro-rated basis. All other employees, except for prevailing rate craft employees and employees covered by collective bargaining agreements, will be excused without pay.

- b) For employees who work other than a Monday through Friday work schedule, the calendar date on which a principal holiday falls shall be considered the holiday for purposes of receiving premium pay if work is performed on that date, in which case premium pay will not apply to work performed on the date the principal holiday is observed by the University. If departmental needs permit, employees may be granted the calendar holiday off with full pay instead of the observed holiday in which case premium pay will not apply to work performed on the observed holiday.
- iii.
 - a) Prevailing rate craft employees will be excused for all holidays designated in their area agreements and shall be compensated as stipulated and in accordance with provisions contained in said area agreements for said holidays.
 - b) Five additional holidays shall be granted with pay to prevailing rate craft employees and shall be observed on days designated by the University. These additional holidays are: day before or after New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, day after Thanksgiving, and day before or after Christmas Day.
 - c) Prevailing rate craft employees shall have the option of charging any unpaid area agreement holiday to vacation leave which they have available on holidays on which they are excused.
- iv. Employees covered by a collective bargaining agreement shall be granted paid holidays in accordance with the express terms of that agreement.
- v. In the event that work is required on any observed holiday as specified in paragraph i. above, compensation shall be determined as follows:
 - a) Employees who are eligible for holiday pay shall receive straight time pay for the holiday, plus compensation at the rate of time and one-half for hours worked or, by mutual agreement between the employee and employer representative, shall be credited with compensatory time equal to one and one-half times the number of hours worked.

- b) Employees who are not eligible for holiday pay shall be compensated at the rate of time and one-half for hours worked, or, by mutual agreement between the employee and the employee's unit head, shall be credited with compensatory time equal to one and one-half times the number of hours worked.
 - c) Exempt employees, as defined by Fair Labor Standards Act criteria, who are required to work on an observed holiday shall be granted, by mutual agreement between the employee and the employee's unit head, paid time away from work equivalent to the number of hours worked on the holiday.
 - d) Prevailing rate craft employees shall be compensated in accordance with the terms of their area agreement for holidays designated in the area agreement. For the five additional holidays referred to in paragraph (iii.b.) above, these employees shall be compensated in accordance with paragraph (v.a.) or (v.b.) above.
- iv. To be eligible for holiday compensation, employees must be on the active payroll on their last scheduled work day preceding the observed holiday and their first scheduled work day following the observed holiday, unless they are absent on such day(s) for good cause and such absence is approved by the employee's supervisor.
- d. Sick Leave
- i.
 - a) An employee in a status position shall earn credit for sick leave with full pay at the rate of 0.0462 hours of sick leave for each hour in pay status, equivalent to one regular work day for each completed calendar month of service or twelve regular work days per year.
 - b) A status employee who fails to complete a full month of service shall have sick leave credit pro-rated for the shortened period of that month.
 - ii. There shall be no limit in the amount of sick leave which may be accumulated.

- iii. An employee whose employment or reemployment by the University commences within two years after termination of his or her employment by an employer covered by the State Universities Civil Service System shall, if separated in good standing, be allowed to transfer his or her accrued sick leave to the University, provided that such employee has not received a lump sum payment for accrued sick leave. If such employee has received a lump sum payment for accrued sick leave, only accrued sick leave which was earned before January 1, 1984 or after December 31, 1997 may be transferred; credit for accrued sick leave which was earned between January 1, 1984 and December 31, 1997 shall be governed by paragraph (iv.) below.

- iv.
 - a) Upon termination of employment at the University and provided the employee is not reemployed at the University within 30 calendar days, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued sick leave earned between January 1, 1984 and December 31, 1997.

 - b) 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 sick leave earned by the employee, in accordance with paragraph (i.) above, minus any days, or fractions thereof, of sick leave used by the employee; or (ii) the number of days, or fractions thereof, of sick leave earned by the employee in accordance with paragraph (i.) above between January 1, 1984 and December 31, 1997. Sick leave days shall be used in the following order:
 - 1. Days accrued through December 31, 1983;
 - 2. Days accrued after December 31, 1997;
 - 3. Days accrued between January 1, 1984 and December 31, 1997.

 - c) 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 between January

1, 1984 and December 31, 1997) by executing an appropriate waiver form prior to termination of employment.

d) An employee who has received a lump sum payment for accrued sick leave from an employer covered by the State Universities Civil Service System and who, within two years, is employed or reemployed by the Board may, if separated in good standing, have his or her accrued sick leave restored if, within 30 days after commencement of such employment or reemployment, the employee pays 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 he or she was paid for one day of accrued leave. An employee may have part or all of his or her accrued sick leave restored in this manner; however, if the employee does not make any such payment to the Board, he or she shall not be entitled to have any such sick leave so restored.

v. An employee may use accumulated sick leave only when the employee is prevented from performing assigned duties because of illness, injury, or temporary disabilities caused or contributed to by pregnancy, or is obtaining medical or dental consultation or treatment, or for special circumstances stipulated under the Bereavement Leave provision of these Regulations.

vi. The Board, through its supervisory staff, reserves the right to require acceptable evidence of disability, illness, or injury before allowing use of any sick leave benefits.

vii. Unless approved in writing by the employee's unit head, sick leave requested during a work stoppage may be denied and the absence from work treated as unexcused.

e. Parental Leave

Leave granted for the birth or adoption or illness of an employee's child may be requested under the policy and provisions of the Federal Family Medical Leave Act Program.

f. Leave of Absence

Requests for leave of absence without pay for reasons other than disability (including but not limited to leaves of absence without pay for advanced study), upon recommendation of a supervisor, may be granted by the employee's department head after vacation leave is reduced to not more than five days. Each request will be considered on the basis of its individual merits and the operational needs of the department/unit. The department head may waive the above vacation reduction requirement when it is determined to be in the best interests of the employer to do so.

g. Educational Benefits

- i. Tuition and fee waivers shall be granted by each state university in Illinois to status Civil Service employees of the University. The following credit hour maxima shall apply to employees who enroll in courses at the University:

	<u>Academic Term</u>	<u>Annual</u>
Full-time employee	6 c.h.	18 c.h.
$\frac{3}{4}$ time employee	4 c.h.	12 c.h.
$\frac{1}{2}$ time employee	3 c.h.	9 c.h.

These maxima are employee benefit limitations and do not apply to enrollment in approved work-related training programs, the purpose of which is to improve service. The fees which will be waived by the Board include registration, application fees, credit evaluation fees, admission fees, activity fees, graduation fees, and textbook rental fees. In addition, service fees, such as those imposed to secure revenue for bond retirement, will be waived by such universities for an employee of the university granting the waiver. For employees who enroll in courses at state universities in Illinois outside the university, the credit hour maxima and fees which will be waived will be determined by the institution in which such employees enroll.

- ii. Employees are encouraged to enroll in courses having scheduled class hours outside their scheduled work hours. For courses held during the employee's work schedule, the employee may be excused to attend classes subject to a maximum of 4 clock hours per week or the number of clock hours required to attend one course, whichever is greater. Requests

for excused absences to attend classes must be submitted to the supervisor for approval prior to enrollment and request for waiver of tuition. When such approval is granted, employees shall “make-up” time at the discretion and approval of the supervisor by (i) working outside of regularly scheduled hours during the work week in which the excused absence occurs, or (ii) deducting the time spent in class from the employee’s accumulated vacation leave. Daily overtime compensation shall not be earned for make-up time worked under (i.) above.

- iii. The natural, adopted, foster, or step-children and the spouse of any status employee under full-time employment (including employees on sick leave or compulsory disability leave) who dies while in service at the University shall be entitled to a waiver of tuition and fees (as defined in paragraph (i.) above) up to and including the baccalaureate degree at the University. Should both parents be full-time employees, the death of one parent shall make the child eligible for the waiver of tuition and fees. Children of a divorced employee are eligible for waiver of tuition and fees if such employee was contributing to their support at the time of death.
- iv. An employee who has retired from the University shall be eligible for a waiver of tuition and fees at the University as specified in paragraph (i.) above for one-half time employees.

h. Overtime Compensation

- i.
 - a) Except as provided in paragraph (7.g.ii.) above, employees in non-negotiated classifications that are covered by the overtime provisions of the Fair Labor Standards Act will be compensated at time and one-half either in cash or by allowing compensatory time off, for all time in a work week in excess of the number of hours of work comprising an established full-time daily or weekly work schedule. Employees shall not receive overtime compensation on both a daily and weekly basis for the same work time.
 - b) For the purpose of computing overtime, paid benefit time for which work is not performed shall count as time worked in any work week.

- ii. For employees paid on a prevailing rate basis, the number of hours before daily and/or weekly overtime is payable, and the rate of overtime pay will depend on the number of hours and the rate being paid locally pursuant to the appropriate multi-employee area agreement.
- iii. For employees in a negotiated classification, overtime payment shall be in accordance with the provisions of the applicable collective bargaining agreement.
- iv. Employees in position that are exempt from the overtime provisions of the Fair Labor Standards Act shall work as required by their position.

D. Other Employees

For employees of the Board other than faculty, administrative, and civil service employees, the President shall develop guidelines concerning appointment, benefits, and other conditions of employment.