

UNIVERSITY SYSTEM OF GEORGIA
BOARD OF REGENTS POLICY MANUAL
Official Policies of the University System of Georgia

8.2 General Policies for all Personnel

8.2.1 Equal Employment Opportunity

(Last Modified on June 26, 2009)

No person shall, on the grounds of race, color, sex, religion, creed, national origin, age, status as a disabled veteran or veteran of the Vietnam era, or handicap be excluded from employment or participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted by the Board of Regents of the University System of Georgia or any of its several institutions now in existence or hereafter established. Incidents of harassment and discrimination will be met with appropriate disciplinary action, up to and including dismissal from the USG (BoR Minutes, 1969-70, p. 154; 1979-80, p. 15; October 2008).

8.2.2 Age Criteria

(Last Modified on May 12, 2009)

The employment of all persons under the age of eighteen (18) years shall be in compliance with the regulations of the U. S. Department of Labor and with applicable State law (BoR Minutes, April 2002).

8.2.3 Employment of Relatives

(Last Modified on May 14, 2009)

For the purpose of this policy, relatives are defined as husbands and wives, parents and children, brothers, sisters, and any in-laws of any of the foregoing (BoR Minutes, February 14, 1973, p. 312).

The basic criteria for the appointment and promotion of USG employees shall be appropriate qualifications and performance as set forth in the policies of the Board of Regents. Relationship by a family or marriage shall constitute neither an advantage nor a disadvantage.

No individual shall be employed in a department or unit that will result in the existence of a subordinate-superior relationship between such individual and any relative of such individual through any line of authority. As used herein, "line of authority" shall mean authority extending vertically through one or more organizational levels of supervision or management (BoR Minutes, 1989-90, p. 250).

This standard does not apply to the temporary or part-time employment of children under age 25, nor to any individual employed as of February 14, 1990, at any institution where a relative of such individual then holds a superior position at least one level of supervision removed from such individual in any line of authority. Exceptions may be approved by the Board of Regents upon recommendation of the Chancellor as being clearly in the best interest of the institution and the USG.

8.2.4 Employment of Foreign Nationals

(Last Modified on May 12, 2009)

The employment and/or payment of nonresident foreign nationals shall be in compliance with all applicable federal laws and shall comply with all relevant visa restrictions (BoR Minutes, April 2002).

8.2.5 Employee Orientation

(Last Modified on May 12, 2009)

Each new employee shall be responsible for reading and familiarizing himself/herself with the contents of the appropriate policy and/or procedures manuals at his/her institution. Copies shall be made available in the departmental office of each new employee's department chair or immediate supervisor (BoR Minutes, April 2002).

Each new employee shall be specifically responsible for obtaining information regarding the following work related issues:

1. Personnel policies and procedures;
2. Leave benefits, as applicable;
3. Insurance benefits, as applicable;
4. Retirement benefits; and,
5. An explanation of the duties and responsibilities of the position, the conditions of employment, the amount of compensation, and other work-related matters, as deemed appropriate by the employee's department chair or immediate supervisor.

8.2.6 Holidays

(Last Modified on May 12, 2009)

Each USG institution shall establish twelve (12) official paid holidays each calendar year for employees at the institution. These holidays shall be awarded in addition to earned vacation time, and shall be observed in accordance with the rules and regulations set forth by the respective institutions. A terminating employee shall not be paid for any official holidays occurring after the last working day of employment (BoR Minutes, 1984-85, pp. 145-46; 1989-90, p. 246).

8.2.7 Leave

(Last Modified on August 4, 2015)

8.2.7.1 Vacation/Annual Leave

Regular Employee

A regular employee, as defined in the [Human Resources Administrative Practice Manual \(/hr/manual/\)](#), who works one-half time or more shall earn paid vacation/annual leave. A full-time regular employee shall be entitled to vacation/annual leave earned at the rate of:

1. One and one-fourth working days per month (10 hours) for each of the first five years of continuous employment;
2. One and one-half working days per month (12 hours) for each of the next five years of continuous employment; and,
3. One and three-fourths working days per month (14 hours) for each year after the completion of ten years of continuous employment.

The accrual rate of vacation/annual leave for an hourly employee will be based upon his/her standard work commitment. The use of approved vacation/annual leave shall be recorded on institutional leave records.

A regular employee who works one-half time or more but less than full-time shall accrue vacation/annual leave prorated on the basis of full-time employment. An employee who is employed less than one-half time shall not be eligible to accrue vacation/annual leave.

Temporary Employee

A temporary employee, as defined in the [Human Resources Administrative Practice Manual \(/hr/manual/\)](#), is not eligible to accrue vacation/annual leave.

Faculty and Administrative Officers

A member of the faculty and an administrative officer are defined in [Sections 3.2.1, 3.2.2, and 3.3.3 of this Policy Manual \(/policymanual/section3/policy/3.2_faculties/\)](#).

A full-time faculty member employed on a 12-month or fiscal year basis shall be entitled to vacation/annual leave earned at the rate of one and three-fourths working days (14 hours) per month. All working days during the fiscal year shall be counted. Absences during academic calendar breaks shall be recorded as vacation. All vacation days shall be recorded on institutional leave records.

A full-time administrative officer employed on a 12-month or fiscal year basis shall be entitled to vacation/annual leave earned at the rate of one and three-fourths working days (14 hours) per month. The use of approved vacation/annual leave shall be recorded on institutional leave records.

The accrual rate of vacation/annual leave for a faculty member or for an administrative officer will be based upon his/her contractual work commitment.

A faculty member who changes from a fiscal year contract to an academic year contract shall be paid his/her unused, accrued vacation/annual leave subject to the 45-day (360-hour) maximum payment restriction upon termination of the fiscal year contract.

A faculty member employed on an academic year (9- to 10-month) basis does not earn vacation/annual leave. An academic year contracted faculty member who teaches during Maymester and/or summer semester will not be eligible to accrue vacation/annual leave for such service.

Vacation/annual leave shall be accrued based on the initial employment date of an employee. A new hire must be employed on or before the fifteenth of a month to qualify for accrual of vacation/annual leave for that month.

Vacation/annual leave shall be taken at times mutually acceptable to the employee and his/her supervisor; provided, however, that a University System institution may, on not more than five days, require the use of vacation/annual leave during periods in which all or substantially all of the institution's facilities are closed because classes are not offered.

On December 31 of each calendar year, each employee's leave record shall be adjusted to reflect no more than 45 days (360 hours) of accrued vacation/annual leave.

All unused, accrued vacation/annual leave, not to exceed 45 days (360 hours), shall be paid to an employee upon his/her termination from employment. An employee who terminates on or after the fifteenth of a month shall accrue vacation/annual leave for that month.

Upon a move between USG institutions with no break in service, an employee must transfer all accrued vacation/annual leave up to 20 days (160 hours). For employees with accrued vacation/annual leave of greater than 20 days (160 hours), an employee may elect one of the following options:

1. Transfer of the total accrued vacation balance, not to exceed 45 days (360 hours); or,
2. Payment by the institution from which the employee is moving of accrued vacation leave in excess of 20 days (160 hours). The total accrued vacation leave for which the employee may be paid shall not exceed 25 days (200 hours).

(BoR Minutes, November 2002, BoR Minutes, October 2009)

8.2.7.2 Sick Leave with Pay

For all regular full-time USG employees as defined in Section 8.1 of the Policy Manual (/policymanual/section8/policy/8.1_personnel_categories/), sick leave shall be accumulated at the rate of one working day per calendar month of service.

Regular part-time employees working one-half time or more will accumulate sick leave in an equivalent ratio to their percentage of time employed. Sick leave for employees shall be cumulative.

Sick leave may be granted at the discretion of the institution and upon approval by the supervisor for an employee's absence for any of the following reasons:

1. Illness or injury of the employee
2. Medical and dental treatment or consultation
3. Quarantine due to a contagious illness in the employee's household
4. Illness, injury, or death in the employee's immediate family requiring the employee's presence

If sick leave is claimed for a continuous period in excess of one week, a physician's statement is required to permit further claim of sick leave rights by the employee-patient.

A terminating employee shall not accumulate sick leave or be entitled to receive sick pay after the last working day of his/her or her employment.

Upon the movement of an employee among USG institutions, accumulated sick leave will be transferred if there is no actual break in service. (BoR Minutes, 1991-92, pp. 354-355)

8.2.7.3 Sick Leave without Pay

Any employee unable to return to work after exhausting all accumulated sick leave and accrued vacation leave may be granted sick leave without pay for a period not to exceed one (1) year. Furthermore, such approved sick leave shall allow the employee the right to elect to continue his or her group insurance benefits, and the institution will continue its share of the cost for such period. All other benefits are prohibited which otherwise would accrue to the employee.

8.2.7.4 Educational and Professional Leave

Leaves of absence of one year or less with or without pay may be granted by the institution's president and reported to the Chancellor. Extensions of such leaves, or the initial granting of leaves of more than one year, require the approval of the Chancellor or his/her designee.

In considering a request for leave with pay, the president should bear in mind that it is the policy of the Board that such leave shall be granted only for the purposes of promoting scholarly work and encouraging professional development. The president should examine carefully the program or project on which the employee proposes to work, and he/she should also consider the likelihood of the employee's being able to accomplish the purposes for which leave is requested. It is expected that scholarly and professional leaves shall be granted without pay where the leave is supported by an external grant or stipend.

In considering a request for a leave, the president should take into consideration the effect that the granting of the leave will have on the institution or on the department of which the employee is a member. If the employee's work cannot be handled by other employees and if funds are not available for the employment of a substitute, the president will be justified in refusing to recommend that the leave be granted or in deferring action upon the request for a leave.

The president ordinarily should not approve a request for a leave with pay if the applicant for leave has been employed at an institution for the period of fewer than three (3) years. The USG chief academic officer will promulgate guidelines regarding educational and professional leave. (BoR Minutes, February 2007)

Any employee who has been granted a leave of absence with pay shall be required, before beginning the leave, to sign an agreement indicating that:

1. For a leave with pay of less than one year, the employee will return to the institution at the termination of the leave for a period of at least one (1) year;
2. For a one-year leave with pay, the employee will return to the institution at the termination of the leave for a period of at least two (2) years; and that,
3. If the employee does not return to the institution for the full amount of time specified in the agreement, the employee will reimburse the institution for the amount of

compensation received while on leave, as well as any other expenses paid by the USG during the leave, including all benefit costs. (BoR Minutes, February 2007)

A faculty or staff member who returns from an authorized leave which enhances professional study and development shall be entitled to a salary which will include, as a minimum, the mandated across-the-board salary raises which occurred during the period of leave. (BoR Minutes, 1980-81, p. 191)

No leaves of absence will be granted to USG retirees and who are drawing retirement benefits from the Teachers' Retirement System of Georgia or from the USG. Approved leave shall allow employees the right to elect to continue group insurance benefits with institutional participation. (BoR Minutes, 1949-50, pp. 452-53; 1990-91, pp. 298-299; February, 2007)

8.2.7.5 Military Leave with Pay

Ordered Military Duty

For the purpose of this policy, ordered military duty shall mean any military duty performed in the service of the State or the United States, including, but not limited to, service schools conducted by the armed forces of the United States. Such duty shall be deemed "ordered military duty" regardless of whether the orders are issued with the consent of the employee. (BoR Minutes, 1990-91, p. 173)

Leave of Absence

An employee who receives orders for active military duty shall be entitled to absent himself or herself from his or her duties and shall be deemed to have a leave of absence with pay for the period of such ordered military duty, and while going to and returning from such duty, not to exceed a total of eighteen (18) workdays in any one federal fiscal year (October 1 - September 30) as authorized by Georgia Law O.C.G.A. § 38-2-279[e]. At the expiration of the maximum paid leave time, continued absence by the employee shall be considered as military leave without pay. The employee shall be required to submit a copy of his or her orders to active military duty. (BoR Minutes 1990-91, pp. 173-174)

Emergency Leave of Absence

Notwithstanding the foregoing leave limitation of eighteen (18) days, in the event the Governor declares an emergency and orders an employee to State active duty as a

member of the National Guard, such employee while performing such duty shall be paid his or her salary or other compensation as an employee for a period not exceeding 30 days in any one federal fiscal year.

Military Differential Pay

Institutions of the University System of Georgia may pay an employee Military Differential for absence while engaged in the performance of ordered military duty and while going to and returning from such duty, after expiration of the payment period provided for in the paragraphs above. Military Differential Pay is equal to the amount by which an employee's projected state base pay for a covered pay period exceeds the employee's actual military pay and allowances as applicable to that pay period. Military Differential Pay programs must be applied consistently to all eligible employees within the Institution, not to exceed a total of twelve months in any one federal fiscal year (October 1 - September 30). At the expiration of the maximum Military Differential Pay, continued absence by the employee shall be considered as military leave without pay unless annual leave is allowed. Funding for Military Differential Pay is based on existing institution budgets. (BoR minutes, May 2015)

Payment of Annual Leave

After an employee has exhausted his/her paid military leave, an institution may pay the employee for his/her accumulated annual leave. (BoR Minutes, 1990-91, p. 174)

8.2.7.6 Family and Medical Leave

In accordance with the federal Family and Medical Leave Act (FMLA) of 1993, to be eligible for FMLA leave, the employee must have worked for the USG:

1. For at least twelve (12) months total; and,
2. For at least 1,250 hours during the 12-month period immediately preceding the commencement of such leave.

(BoR Minutes, August 2004)

The FMLA entitles an employee to up to twelve (12) work weeks of leave for one of the following conditions:

1. Birth and care of a newborn child of the employee;
2. Legal placement of a child with the employee for adoption or foster care;

3. Care of an immediate family member (defined as the employee's spouse, child, or parent) with a serious health condition; or,
4. A serious health condition of the employee himself/herself, which renders the employee unable to perform the duties of his/her job.

Section 585 of the National Defense Authorization Act (NDAA) amends FMLA to permit certain relatives of military personnel to take up to twenty-six (26) work weeks of leave to care for a member of the Armed Forces in various situations. NDAA also permits an employee to take FMLA leave for a qualifying exigency arising out of the fact that an immediate family member, as defined by the FMLA, is on active duty in support of a contingency operation.

8.2.7.7 Miscellaneous Leave

Education Support Leave

To supplement work-life balance options for University System of Georgia employees, each full-time, non-temporary employee of the USG shall be eligible for up to eight hours of paid leave per calendar year for the purpose of promoting education in this state as authorized by O.C.G.A. § 45-20-32. Only activities directly related to student achievement and academic support will qualify for education support leave. Education support leave is not charged against any other leave. Education support leave does not accumulate or rollover and is not paid-out upon change of employment status. (BoR Minutes, May 2015)

Fair Labor Standards Act (FLSA)

When an exempt employee is absent from work for less than one (1) scheduled workday and his/her accumulated leave is insufficient to cover the partial day of absence, the employer will:

1. Deduct the cost for such leave in hourly increments from an exempt employee's salary; or,
2. Place the exempt employee on leave without pay, if so requested by the exempt employee.

Such action by the employer will not disqualify the exempt status of the employee's position (29 CFR 541.5d).

Court Duty

Court duty leave with pay shall be granted to regular employees for the purpose of serving on a jury or as a witness. Such leave shall be granted upon presentation of official orders from the appropriate court.

Voting

USG employees are encouraged to exercise their constitutional right to vote in all federal, state, and local elections. If election polls are not open at least two (2) hours before or two (2) hours after an employee's normally scheduled work shift, sufficient leave time must be granted to permit the employee to vote. In this instance, an institution should grant the employee a two-hour block of time in which to vote, if needed. (BoR Minutes, April 2002)

Military Physical Examination

Any regular employee required by Federal law to take a military physical examination shall be paid for any time lost to take such an examination.

Personal Leave

At the discretion of the president of an institution personal leave of absence without pay for periods not to exceed one (1) year may be approved. Such approved personal leave shall allow the employee the right to elect to continue group insurance benefits.

Leave for Organ and Marrow Donation

Each employee who serves as an organ donor for the purpose of transplantation shall receive a leave of absence, with pay, of thirty (30) days. Each employee who serves as a bone marrow donor for the purpose of transplantation shall receive a leave of absence, with pay of seven (7) days.

Leave taken under this provision shall not be charged against or deducted from an employee's accrued annual or sick leave. Such leave shall be included as service in computing any retirement or pension benefits. This provision shall apply only to an employee who actually donates an organ or marrow and who presents to the appropriate supervisor a statement from a licensed medical practitioner or hospital administrator that the employee is making an organ or marrow donation. (BoR Minutes, August 2002)

Other Leave

In the event of inclement weather or any emergency that requires leaves of absence of employees, the president of a USG institution may declare leave with or without pay. (BoR Minutes, 1992-93, p. 135)

8.2.7.8 Acceptance of Leave from a State of Georgia Agency by the USG

The USG shall accept up to a maximum of ninety-six (96) hours of sick leave from a benefited employee who moves from a State of Georgia agency to the USG. For a USG unit to accept sick leave, the employee must have no more than a 30-calendar-day break in service. Written verification of the employee's sick leave balance must be provided to the USG by the terminating State of Georgia agency.

Annual leave will not be accepted for a benefited employee who moves from a State of Georgia agency to the USG. (BoR Minutes, June 2005)

8.2.8 Retirement

(Last Modified on May 17, 2016)

8.2.8.1 Retirement Systems

It is the policy of the Board of Regents to provide for the retirement of all eligible employees either through the Teachers Retirement System of Georgia or the Regents' Retirement Plan. Employees eligible for the Regents' Retirement Plan shall be those employees identified in Sections 3.2.1, 3.2.2, and 3.2.3 (/policymanual/section3/policy/3.2_faculties/) of the Policy Manual, and persons who serve on the Chancellor's administrative staff whose appointment is subject to approval by the Board of Regents. (BoR Minutes, 1990-91, p. 39)

8.2.8.2 Definition of a USG Retiree/Eligibility for Retirement

Effective November 1, 2002, to be eligible for retirement from the USG, an employee must meet one of the following four conditions at the time of his/her separation from employment, regardless of the retirement plan elected by the employee:

1. An employee must have been employed by the USG for the last ten (10) years in a regular, benefited position and have attained age 60; or,
2. An employee must have at least twenty-five (25) total years of benefited service established with a State of Georgia sponsored retirement plan, of which the last five (5) years of employment must have been continuous and with the USG. An early pension benefit penalty will apply to an individual who elects to participate in the Teachers Retirement System of Georgia, or in the Employees Retirement System, if he/she decides to retire with between twenty-five (25) and thirty (30) years of benefited service, prior to attaining age 60; or,
3. An employee must have at least thirty (30) total years of benefited service established with a State of Georgia sponsored retirement plan, of which the last five (5) years must have been continuous and with the USG; or,
4. An employee must be deemed to be totally and permanently disabled, as documented through the receipt of disability benefits from Social Security or from the Teachers Retirement System of Georgia, following nine and one-half (9.5) years of continuous service to the USG in a regular, benefited position.

An individual who has retired from another State of Georgia sponsored retirement plan may not count such retirement service toward meeting the eligibility criteria for retirement from the USG. (BoR Minutes, October 2002)

Notwithstanding the requirements of this policy or Policy 8.2.8.4, the Vice Chancellor for Human Resources shall have the authority to waive the requirements regarding continuous service with the USG as it relates to the eligibility to receive benefits provided by the Board of Regents. The decision of the Vice Chancellor shall be final and unappealable. The Vice Chancellor shall notify the Committee on Personnel & Benefits of any waivers granted under this policy. (BoR Minutes, November 2015)

8.2.8.3 Employment Beyond Retirement

An individual who has retired from the USG and is receiving benefits from the Teachers Retirement System, the Employees Retirement System, or the Regent's Retirement Plan, may be eligible for reemployment on a part-time basis by the USG. Reemployment of USG retirees by the USG must fall under the following conditions:

1. The reemployment of a USG retiree must be approved by the hiring institution's president. Institutions must submit a copy of their hiring and approval procedures to rehire USG retirees to the Office of Faculty Affairs.
2. A rehired retiree must have a minimum break of at least one (1) month between the effective date of his/her retirement and the effective date of his/her reemployment.
3. The work commitment of a rehired retiree must be less than half-time; i.e., less than 49%.
4. The salary that is paid to a rehired retiree must be either:
 - No more than 49% of the annual benefit-base compensation amount that he/she was earning at the time of his/her retirement, with consideration for the average merit increase percentages that have been applied since the employee retired; or,
 - No more than 49% of the average compensation for the position into which the retiree is being hired based on the institution's existing compensation plan, or, if not applicable, the average compensation of existing or previous incumbents; or,
 - No more than 49% of a reasonable market competitive rate for the position into which the retiree is being rehired as determined by the institutional chief human resources officer.
5. The salary that is paid to a rehired retiree must be consistent with his/her work commitment.

(BoR Minutes, April 2002; November, 2007; October 2008)

8.2.8.4 Career State Employees Eligibility for Retirement with Health and Life Benefits

A State of Georgia employee who transfers to the University System of Georgia without a break in service shall be eligible to retire with Health and Life benefits provided that on the date of his/her separation of employment:

1. He/she has attained age 60 and he/she has a minimum of ten (10) years of service established with a State of Georgia sponsored retirement plan; the last 12 months of employment must have been served with the USG; or,
2. He/she has a total of twenty-five (25) years of service established with a State of Georgia sponsored retirement plan, regardless of age; the last 12 months must have been served with the USG.

An employee must be enrolled in the Health and Life benefits coverage at the time of retirement in order to continue coverage in retirement. An individual, who has retired from another State of Georgia sponsored retirement plan may not count such retirement service toward meeting the criteria for being a career employee. (BoR Minutes, October 2002; May 2013)

8.2.9 Insurance

(Last Modified on October 20, 2016)

The Board of Regents of the University System of Georgia is solely responsible for the solicitation, selection, contracting and implementation of employee benefits to include health insurance, basic life insurance, accidental death and dismemberment and all other group insurance plans. Institutions may not contract for employee health or voluntary benefits. Institutions may select, if desired, to contract for supplemental employee insurance coverage that is not in conflict with those offered by the Board of Regents. (BoR minutes, Sept. 2013, Oct. 2016)

8.2.9.1 Group Health Insurance

Hospitalization, surgical, medical and major medical benefits shall be made available to regular USG employees, with a work commitment of three-quarters time (30 hours per week) or more. A regular employee's work commitment may be comprised of multiple job assignments to achieve benefits eligibility if the work assignments are six (6) months or longer. These benefits shall also be made available to dependents of the same employees. The USG shall pay that portion of the cost of such insurance as shall be designated from time to time by the Board. (BoR minutes, Jan. 2012, Sept. 2013, Oct. 2016)

8.2.9.2 Group Life Insurance

Group life insurance, with accidental death and dismemberment coverage, shall be made available to regular USG employees with the same benefits eligibility definitions as that of Group Health Insurance ([Section 8.2.9.1](#)). Group life benefits become effective upon hire. The USG, as employer, shall pay the premium on the basic amount of life insurance, which shall be \$25,000. This amount of insurance is designated "basic life insurance" and the maximum premium therefore shall be established by the Board.

In addition, “supplemental life insurance”, with the same benefits eligibility definitions as that of Group Health Insurance (Section 8.2.9.1), may be offered to these same employees with no employer participation in the premiums. If elected, these benefits become effective on the first day of the month following enrollment unless enrollment is on the first day of the month in which case it becomes effective upon enrollment. For those employees covered under an academic contract, benefits will begin on the first day of the contract if enrolled on or before that day, or on the first day of the month following enrollment if they enroll after the contract start. Group life insurance for dependents of these employees shall be made available to them in amounts which shall be established from time to time by the Board. There shall be no employer contribution to the dependent life insurance premiums. (BoR minutes, 1987-88, pp. 63-64; Nov. 2011; Jan. 2012)

8.2.9.3 Other Insurance

The Board of Regents of the University System of Georgia may provide any additional types of group insurance protection on a voluntary basis if the total cost of such protection is paid by the employee with the same benefits eligibility definitions and benefits effective dates as that of Group Health Insurance (Section 8.2.9.1). (BoR minutes, Sept. 2013, Oct. 2016)

8.2.9.4 Benefits Continuation into Retirement

A USG retiree or career employee, who upon his/her separation of employment from the USG meets the criteria for retirement as set forth in Section 8.2.8.2 or Section 8.2.8.4 of this Policy Manual, shall remain eligible to continue as a member (if eligible on retirement date) and currently enrolled in the basic, supplemental and dependent group life insurance and health benefits plans. The USG shall continue to pay the employer’s portion of the cost for only those benefits that included an employer contribution during the employee’s active service. (BoR Minutes, Nov. 2011)

8.2.9.5 Disabled Employees Insurance

Employees who become permanently and totally disabled and who have less than nine and a half (9.5) years of continuous benefited service with the USG shall remain eligible for group health and life insurance benefits for a maximum of twelve (12) consecutive months

following the receipt of the required documentation of a disability. The USG shall continue to pay the employer portion of the cost of group insurance for disabled employees for this 12-month period.

Participation in the group healthcare plan may continue after the 12-month period under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). USG participation in the cost shall cease. The terms and conditions of COBRA participation that are described in the USG's healthcare summary plan documents shall apply.

Continued participation in the group life insurance program is not covered by the provisions of COBRA. Participation in the group life insurance program may continue after the 12-month period; however, USG participation in the cost shall cease.

Employees who are deemed to be permanently and totally disabled following nine and a half (9.5) years of continuous benefited service with the USG shall remain eligible for group health and life insurance benefits. The USG shall continue to pay the employer portion of the cost of group insurance for these retirees (Section 8.2.8.2, Item 4).

Eligibility in the group plans will cease for reasons including, but not limited to, the following:

1. Failure to remit premiums in a timely manner;
2. A dependent child no longer meets the definition of a "qualified dependent" under the plan's provisions;
3. The dependent becomes covered by another group health plan; and/or,
4. The plans cease to be offered to employees.

(BoR minutes, August 2005)

8.2.9.6 Dependents of Deceased Employees, Disabled Employees, or Retirees

The dependents of a deceased employee, a disabled employee, or a retiree may remain in the USG group health and life insurance programs consistent with the following provisions.

In no event shall the spouse of the deceased continue in the group after remarriage. Dependent children may remain in the group until they reach the legal age of majority or until they become eligible for another group benefits plan. The definition of dependent children as defined in the USG's healthcare summary plan documents shall apply.

Eligibility in the group plans will cease for reasons including, but not limited to, the following:

1. Premiums are not remitted in a timely manner;
2. A spouse remarries;
3. A dependent child no longer meets the definition of a "qualified dependent" under the plan's provisions;
4. The dependent becomes covered by another group health plan; and/or,
5. The plans are no longer offered to any employees.

(BoR minutes, August 2005)

Dependents of Deceased Employees with Fewer than 10 Years of Continuous Benefited Service

If an employee with fewer than ten (10) years of continuous benefited service dies while in active service with the USG, his/her dependents shall remain eligible to participate in the group health insurance program for a period of twelve (12) consecutive months following the death of the employee. The USG shall continue to pay the employer portion for the cost of the group health insurance for the surviving dependents for this period of 12 consecutive months.

Participation in the group healthcare plan may continue after the 12-month period under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). USG participation in the cost shall cease. The terms and conditions of COBRA participation that are described in the USG's healthcare plan summary documents shall apply.

If a deceased employee with fewer than ten (10) years of continuous benefited service had elected to participate in the dependent life insurance program prior to his/her death, his/her dependents shall remain eligible to continue to participate in this program for a period of twelve (12) consecutive months following the death of the employee. The

surviving dependent(s) will be responsible for the entire cost of the dependent life insurance. At the conclusion of this 12-month period, a dependent will have individual policy conversion privileges.

Dependents of Deceased Disabled Employees with Fewer than 9.5 Years of Continuous Benefited Service

Those employees who become permanently and totally disabled and who have less than nine and a half (9.5) years of continuous benefited service with the USG shall remain in the group health insurance program for a maximum of twelve (12) consecutive months following the receipt of the required documentation of a disability (Section 8.2.9.5). If a disabled employee dies during this 12-month period, his/her dependents shall remain eligible to participate in the group health insurance program for the remainder of the 12-month period. The USG shall continue to pay the employer portion for the cost of group health insurance for the surviving dependents for the remainder of the 12-month period.

Participation in the group healthcare plan may continue after the 12-month period under the provisions of COBRA. USG participation in the cost shall cease. The terms and conditions of COBRA participation that are described in the USG's healthcare plan summary documents shall apply.

If a permanently and totally disabled employee with less than nine and a half (9.5) years of continuous benefited service had elected to participate in the group life and/or dependent life insurance programs prior to becoming disabled, plan coverage will be permitted for a maximum of twelve (12) consecutive months following the receipt of the required documentation of a disability. If a disabled employee dies during this 12-month period, his/her dependents shall remain eligible to participate in the dependent life insurance program for the remainder of the 12-month period. The surviving dependents will be responsible for the entire cost of the dependent life insurance. At the conclusion of this 12-month period, a dependent will have individual policy conversion privileges.

Dependents of Deceased Employees with at Least 10 Years of Continuous Benefited Service

If an employee with at least ten (10) years of continuous benefited service dies while in active service with the USG, his/her dependents shall remain eligible to continue participating in the group health insurance program. The USG shall continue to pay the employer portion of the cost of group health insurance for the surviving dependents.

If a deceased employee with at least ten (10) years of continuous benefited service had elected to participate in the dependent life insurance program prior to his/her death, his/her dependents shall remain eligible to continue participating in this program. The surviving dependents will be responsible for the entire cost of the dependent life insurance.

Dependents of Deceased Retirees

Upon the death of a retiree, his/her dependents shall remain eligible to continue participating in the group health insurance program. The USG shall continue to pay the employer portion of the cost of group health insurance for the surviving dependents.

If a deceased retiree had elected to participate in the dependent life insurance program while in active service, his/her dependents shall remain eligible to continue participating in this program. The surviving dependents will be responsible for the entire cost of the dependent life insurance.

8.2.10 Worker's Compensation Benefits

(Last Modified on May 12, 2009)

All USG employees shall be covered under provisions of the Worker's Compensation Act.

8.2.11 Social Security

(Last Modified on May 12, 2009)

Terms, conditions, requirements, reservations, benefits, privileges, and other conditions of Title II of the Social Security Act, as amended, shall apply to all USG officers and employees except those specifically excluded under the agreements with the Employee's Retirement System of Georgia providing coverages.

Under agreements between the Employees' Retirement System of Georgia and the Board of Regents of the University System of Georgia, Social Security coverage was extended to the following classes of employees:

1. All employees eligible for the Teachers Retirement System of Georgia.

2. All temporary, seasonal, or intermittent employees whose work hours constitute a normal full-time working period.

The following employees are not covered by Social Security:

1. Student assistants
2. Graduate assistants
3. Laboratory assistants
4. Employees working less than half-time

Non-immigrant aliens may be exempt, in accordance with the provisions of their visas.

There shall be withheld from any salary or compensation due any employee covered by Social Security a percentage of salary, wage, or compensation required to be withheld by the Act, whether computed in cash, quarters, subsistence, or in kind and reserved in an institutional agency account for quarterly remittance to the Employees' Retirement System of Georgia. Rules and regulations of the Employees' Retirement System of Georgia for administration of the Act shall be followed.

8.2.12 Annuity Programs/Deferred Compensation Programs

(Last Modified on May 12, 2009)

USG institutions are authorized to enter into tax-sheltered annuity plans and are authorized to enter into deferred compensation plans to make available for employees a nonforfeitable annuity contract and/or a nonforfeitable deferred compensation contract under the provisions of Internal Revenue Code, Section 403(b), and Internal Revenue Code, Section 457(b), respectively.

USG institutions are authorized to enter into nonqualified deferred compensation plans for USG employees under the provisions of Internal Revenue Code, Section 403(b), and Internal Revenue Code, Section 457(f). Any contribution by the employer must be pursuant to an approved deferred compensation agreement by the Board (BoR Minutes, August 2004).

USG institutions are authorized to provide for employee deductions for the Georgia Higher Education Savings Plan under the provisions of Internal Revenue Code Section 529.

8.2.13 Gratuities

(Last Modified on April 13, 2009)

8.2.13.1 Prohibited Receipt of Gifts by USG Employees

An employee of the Board of Regents shall not directly or indirectly solicit, receive, accept, or agree to receive a thing of value by inducing the reasonable belief that the giving of the thing will influence his/her performance or failure to perform any official action. The acceptance of a benefit, reward or consideration where the purpose of the gift is to influence an employee in the performance of his/her official functions is a felony under O.C.G.A. § 16-10-2.

A USG employee or any other person on his/her behalf, is prohibited from knowingly accepting, directly or indirectly, a gift from any vendor or lobbyist as those terms are defined in Georgia statutes (O.C.G.A. § 21-5-70(6) and 45-1-6(a)(5)b). If a gift has been accepted, it must be either returned to the donor or transferred to a charitable organization.

A gift may be accepted by the employee on behalf of the institution subject to reporting requirements of the Board of Regents. If the gift is accepted, the person receiving the gift shall not maintain custody of the gift for any period of time beyond that reasonably necessary to arrange for the transfer of custody and ownership of the gift.

For purposes of this policy a gift is defined as lodging, transportation, personal services, a gratuity, subscription, membership, trip, loan, extension of credit, forgiveness of debt, advance or deposit of money, or anything of value.

A gift shall not include:

1. Food or beverage consumed at an occasional meal or event, provided the value is reasonable under the circumstances but in no event exceeds \$100 per person.
2. Food, beverages, and registration at group events to which substantial numbers of employees of an institution are invited.
3. Food, beverage, or expenses afforded employees, relatives or others that are associated with normal and customary business or social functions or activities.
4. Actual and reasonable expenses for food, beverages, travel, lodging and registration provided to permit participation in a meeting, demonstration, or training related to

official or professional duties if participation has been approved in writing by the Chancellor, the President, or his/her designee.

5. Promotional items generally distributed to the general public.
6. Textbooks, software, and instructional materials to be reviewed by teaching faculty.
7. An award, plaque, certificate, memento, or similar item given in recognition of the recipient's civic, charitable, political, professional, private or public service or achievement.
8. Legitimate salary, honoraria, benefit, fees, commissions, or expenses associated with the recipient's non-public business, employment, trade, or profession.
9. Gifts from a person or entity who is neither a lobbyist nor a vendor as those terms are defined in State Statutes, nor a student or patient at an institution.
10. Consulting fees, honoraria, or financial benefits from sponsors or foundations, received in conformance with USG policies, institution policies, and Georgia law.
11. Gifts to or from USG foundations or other separately incorporated, charitable entities.

8.2.13.2 Appearance of Conflicts of Interest

An employee shall make every reasonable effort to avoid even the appearance of a conflict of interest. An appearance of conflict exists when a reasonable person will conclude from the circumstances that the employee's ability to protect the public interest, or perform public duties, is compromised by personal interest. An appearance of conflict can exist even in the absence of a legal conflict of interest.

Employees are referred to State Conflict of Interest Statutes O.C.G.A. §45-10-20 through §45-10-70, Section 8.2.15.1 through 8.2.15.3 of this Policy Manual (/policymanual/section8/policy/C224/#p8.2.15_outside_activities), and institutional policies governing professional and outside activities.

8.2.13.3 Other Rules of Conduct

Every employee shall make a due and diligent effort to determine whether he/she has a conflict of interest or appearance of conflict before taking any action.

Every employee shall continually monitor, evaluate, and manage his/her personal financial and professional affairs to ensure the absence of conflicts of interest and appearance of conflicts.

8.2.13.4 Violations

A violation of this policy may subject an employee to disciplinary action, including termination of employment.

8.2.14 Garnishment of Pay

(Last Modified on May 12, 2009)

Each institution shall establish procedures to counsel with employees who fail to meet their personal financial obligations. Repeated instances of default in payment by USG employees shall be considered sufficient grounds to terminate for cause (BoR Minutes, February, 2007).

USG institutions are authorized to withhold paychecks or deduct from paychecks amounts owed by employees of the institution for any fine, fee, penalty or other financial obligation (s) to the institution of employment.

8.2.15 Outside Activities

(Last Modified on June 26, 2009)

A USG employee should avoid actual or apparent conflict of interests between his or her college or university obligations and his or her outside activities.

8.2.15.1 Occupational

A USG employee shall not engage in any occupation, pursuit, or endeavor which will interfere with the regular and punctual discharge of official duties.

All full-time faculty, administrators, and other professional staff members employed by a USG institution are expected to give full professional effort to their assignments of teaching, research, and service.

Professional employees are encouraged to participate in professional activity that does not interfere with the regular and punctual discharge of official duties provided the activity meets one of the following criteria:

1. It is a means of personal professional development;
2. It serves the community, state or nation; or,
3. It is consistent with the objectives of the institution.

For all activities, except single-occasion activities, the employee shall report in writing through official channels the proposed arrangements and secure the approval of the president or his/her designee prior to engaging in the activities. Such activities include consulting, teaching, speaking, and participating in business or service enterprises.

8.2.15.2 Consulting

Recognizing that teaching, research, and public service are the primary responsibilities of USG faculty members, it shall be considered reasonable and desirable for faculty members to engage in consulting activities, which are defined for purposes of this policy as any additional activity beyond duties assigned by the institution, professional in nature and based in the appropriate discipline for which the individual receives additional compensation during the contract year.

Each USG institution shall adopt guidelines governing consulting activities of faculty members which shall include the following:

1. A plan for reimbursing the institution for use of the institution's personnel, facilities, equipment and/or materials consistent with rates charged outside groups or persons.
2. A procedure for obtaining prior approval of the president or his/her designee.
3. A procedure for defining and prohibiting conflicts of interest.

8.2.15.3 Political

As responsible and interested citizens in a democratic society, USG employees are encouraged to fulfill their civic obligations and otherwise engage in the normal political processes of society. Nevertheless, it is inappropriate for USG personnel to manage or enter political campaigns while on duty to perform services for the USG or to hold elective political office at the state or federal level while employed by the USG.

Therefore, the following policies governing political activities are hereby adopted:

1. Employees may not manage or take an active part in a political campaign which interferes with the performance of duties or services for which he or she receives compensation from the USG.
2. Employees may not hold elective political office at the state or federal level.
3. Employees seeking elective political office at the state or federal level must first request a leave of absence without pay beginning prior to qualification as a candidate in a primary or general election and ending after the general or final election. If elected to state or federal office such person must resign prior to assuming office.
4. Employees may seek and hold elective office at other than the state or federal level, or appointive office, when such candidacy for or holding of the office does not conflict or interfere with the employee's duties and responsibilities to the institution or the USG.

8.2.16 Sexual Harassment

(Last Modified on July 28, 2009)

Federal law provides that it shall be an unlawful discriminatory practice for any employer, because of the sex of any person, to discharge without cause, to refuse to hire, or otherwise discriminate against any person with respect to any matter directly or indirectly related to employment or academic standing. Harassment of an employee on the basis of sex violates this federal law.

Sexual harassment of USG employees or students is prohibited and shall subject the offender to dismissal or other sanctions after compliance with procedural due process requirements. Unwelcome sexual advancements, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment or academic standing; or,
2. Submission to or rejection of such conduct by an individual is used as a basis for employment or academic decisions affecting an individual; or,
3. Such conduct unreasonably interferes with an individual's work or academic performance or creates an intimidating, hostile or offensive working or academic environment.

(BoR Minutes, 1980-81, p. 237-38)

8.2.17 Career Development

(Last Modified on September 14, 2009)

The Board of Regents of the University System of Georgia is committed to the continued professional growth and development of USG personnel.

Faculty, staff, and administrators are encouraged to participate in development activities and study. Career development opportunities may include, but are not limited to, the following examples of program offerings:

1. Tuition Assistance Program (BoR Minutes, September 2004);
2. Courses offered through Continuing Education;
3. Courses offered through a Technical College System of Georgia (TCSG) institution;
4. External professional programs and conferences; and,
5. System-wide/institutional faculty and staff professional development programs.

Each USG institution shall commit at least one percent (1%) of full-time employee salaries to be used for faculty and staff development. This one percent will be matched by state appropriated funds to the extent that funds are available (BoR Minutes, April 2002).

8.2.18 Voluntary Disclosure of Drug Use

(Last Modified on May 13, 2009)

If, prior to arrest for an offense involving a controlled substance, marijuana, or a dangerous drug, an employee notifies his or her immediate supervisor that he or she illegally uses a controlled substance, marijuana, or a dangerous drug and is receiving or agrees to receive treatment under a drug abuse and education program approved by the institution president, such employee shall be retained by the institution for up to one (1) year as long as the employee follows the treatment plan. Retention of such employee shall be conditioned upon satisfactory completion of the program.

The employee's work activities may be restructured if in the opinion of the immediate supervisor it is deemed advisable. The rights herein granted shall be available to a System employee only once during a five (5)-year period and shall not apply to any employee who has refused to be tested or who has tested positive for a controlled substance, marijuana, or a dangerous drug (BoR Minutes, 1989-90, p. 389).

8.2.19 Tuition Assistance Program

(Last Modified on January 21, 2011)

The USG and its institutions will encourage full-time faculty, staff, and administrators to participate in development activities and study by remitting tuition for those activities that have been authorized by the employee's institution. Participation in the Tuition Assistance Program shall be available to full-time, benefits-eligible employees who have successfully completed at least six (6) months of employment in a benefits-eligible position as of the date of the Tuition Assistance Program application deadline for the desired academic semester.

Full-time employees (who meet the applicable admissions standards and who have received appropriate prior authorization from their institution) may enroll in up to nine (9) academic semester credit hours (BoR Minutes, August 2010) for each of the three (3) designated semester periods: fall semester, spring semester, and summer semester.

Student status will be secondary to employee status in all considerations, including student fee waivers. Tuition assistance is the waiver of tuition and the waiver of certain fees. Tuition Assistance Program participation will be granted on a space-available basis. For limited-slot enrollment programs, approval must be granted by the teaching institution. An employee must receive a grade of C or better in each approved Tuition Assistance Program academic course.

Employees may not enroll in the following professional schools:

1. Dental
2. Medical
3. Pharmacy
4. Veterinary
5. Law

6. Executive/premiere or comparable graduate programs

(BoR Minutes, September 2004)

8.2.19.1 Employee Auditing of Courses

Employees of a USG institution may attend classes offered by the same institution without registering as “auditors” and without credit being offered for such attendance. This provision applies to non-credit courses on a space-available basis. Institutions may permit employees to attend job-related continuing education classes, as determined by appropriate supervisory authority, at a reduced rate or without payment of a fee (BoR Minutes, 1987-88, p. 197; 1987-88 p. 310; 1988-89, p. 42; 1989-90 p. 147).

8.2.19.2 Special Tuition Assistance Program for Nursing Faculty

The University System and the institutions encourage full-time faculty, staff, and administrators to participate in development activities and study by remitting tuition for those activities that have been authorized by the employee’s institution. **Due to the current shortage of nursing faculty in the state of Georgia, the Tuition Assistance Program is available to Part-Time Nursing Faculty members seeking a graduate degree in Nursing. Any part-time nursing faculty member taking advantage of this program shall be required to work full time within the University System at least two (2) years following receipt of the graduate degree in Nursing (or Education, if such would allow one to teach Nursing at the University level). *The utilization of this program by part-time nursing faculty shall end in 2015, unless such utilization is extended by further action of the Board.***

Participation in the Tuition Assistance Program for Nursing Faculty shall be available to part-time nursing faculty who have successfully completed at least six (6) months of employment as of the date of the Tuition Assistance Program application deadline for the desired academic semester. Qualified part-time nursing faculty (who meet the applicable admissions standards and who have received appropriate prior authorization from their institution) may enroll in up to nine (9) academic semester credit hours for each of the three designated semester periods: fall semester, spring semester, and summer semester. Student status will be secondary to employee status in all considerations, including student fee waivers. Tuition assistance is the waiver of tuition and the waiver of certain fees. Tuition Assistance Program participation will be granted on a space-available basis.

For limited-slot enrollment programs, approval must be granted by the teaching institution. An employee must receive a grade of B or better in each approved Tuition Assistance Program academic course.

(BoR Minutes, October 2009)

8.2.20 University System of Georgia Ethics Policy

(Last Modified on July 15, 2011)

8.2.20.1 Introduction

The USG is committed to the highest ethical and professional standards of conduct in pursuit of its mission to create a more educated Georgia. Accomplishing this mission demands integrity, good judgment and dedication to public service from all members of the USG community.

While the USG affirms each person's accountability for individual actions, it also recognizes that the shared mission and the shared enterprise of its institutions require a shared set of core values and ethical conduct to which each member of the USG community must be held accountable. Furthermore, the USG acknowledges that an organizational culture grounded in trust is essential to supporting these core values and ethical conduct.

The following Statement of Core Values and Code of Conduct are intended to build, maintain and protect that trust, recognizing that each member of the USG community is responsible for doing his/her part by upholding the highest standards of competence and character.

8.2.20.2 Applicability

The USG Ethics Policy applies to all members of the USG community. The USG community includes:

1. All members of the Board of Regents;
2. All individuals employed by, or acting on behalf of, the USG or one of the USG institutions, including volunteers, vendors, and contractors; and,

3. Members of the governing boards and employees of all cooperative organizations affiliated with the USG or one of its institutions.

Members of the Board of Regents and all individuals employed by the USG or one of its institutions in any capacity shall participate in USG Ethics Policy training, and shall certify compliance with the USG Ethics Policy on a periodic basis as provided in the USG Business Procedures Manual. Cooperative organizations, vendors, and contractors shall certify compliance with the USG Ethics Policy by written agreement as provided in the USG Business Procedures Manual.

The USG Ethics Policy governs only official conduct performed by or on behalf of the USG. Violations of the USG Ethics Policy may result in disciplinary action including dismissal or termination.

8.2.20.3 Statement of Core Values

Every member of the USG community is required to adhere to the USG Statement of Core Values – Integrity, Excellence, Accountability, and Respect – that form and guide the daily work of the organization.

1. **Integrity** – We will be honest, fair, impartial and unbiased in our dealings both with and on behalf of the USG.
2. **Excellence** – We will perform our duties to foster a culture of excellence and high quality in everything we do.
3. **Accountability** – We firmly believe that education in the form of scholarship, research, teaching, service and developing others is a public trust. We will live up to this trust through safeguarding our resources and being good stewards of the human, intellectual, physical and fiscal resources given to our care.
4. **Respect** – We recognize the inherent dignity and rights of every person, and we will do our utmost to fulfill our resulting responsibility to treat each person with fairness, compassion and decency.

8.2.20.4 Purpose of the Code of Conduct

The USG recognizes that each member of the USG community attempts to live by his or her own values, beliefs and ethical decision-making processes. The purpose of the Code of Conduct is to guide members of the USG community in applying the underlying USG

Statement of Core Values to the decisions and choices that are made in the course of everyday endeavors. Each USG institution must ensure that its institutional ethics policies are consistent with this USG Ethics policy.

8.2.20.5 Code of Conduct

We will:

- 1. Uphold the highest standards of intellectual honesty and integrity in the conduct of teaching, research, service and grants administration.**
- 2. Act as good stewards of the resources and information entrusted to our care.**
- 3. Perform assigned duties and professional responsibilities in such a manner so as to further the USG mission.**
- 4. Treat fellow employees, students and the public with dignity and respect.**
- 5. Refrain from discriminating against, harassing or threatening others.**
- 6. Comply with all applicable laws, rules, regulations and professional standards.**
- 7. Respect the intellectual property rights of others.**
- 8. Avoid improper political activities as defined in law and Board of Regents Policy.**
- 9. Protect human health and safety and the environment in all USG operations and activities.**
- 10. Report wrongdoing to the proper authorities; refrain from retaliating against those who do report violations; and cooperate fully with authorized investigations.**
- 11. Disclose and avoid improper conflicts of interest.**
- 12. Refrain from accepting any gift or thing of value in those instances prohibited by law or Board of Regents policy.**
- 13. Not use our position or authority improperly to advance the interests of a friend or relative.**

8.2.20.6 Interpretation and Sources

The Statement of Core Values and Code of Conduct do not address every conceivable situation or ethical dilemma that may be faced by members of the USG community. Members of the USG community are expected to exercise good judgment absent specific guidance from this policy or other applicable laws, rules and regulations.

Specific questions pertaining to the Statement of Core Values or Code of Conduct should be directed to a supervisor or other competent authority at the University System Office or at the institution's office of Legal Affairs, Internal Audit, Compliance, Human Resources, Academic Affairs, or other appropriate office.

There are also multiple sources of authority that address specific questions or situations. Examples include:

1. [Board of Regents Policy Manual \(/policymanual/\)](/policymanual/)
2. [Board of Regents Business Procedures Manual \(/business_procedures_manual/\)](/business_procedures_manual/)
3. [Board of Regents Human Resources Administrative Practice Manual \(/hr/manual/\)](/hr/manual/)
4. Institutional policies, handbooks and procedures
5. State Laws and Regulations
6. Federal Laws and Regulations

Further specific explanatory notes and references may be found on the USG's website at <http://www.usg.edu/audit/compliance/ethics/> (<http://www.usg.edu/audit/compliance/ethics/>) or its successor reference (BoR Minutes, November 2008).

8.2.21 Employment Appeals

(Last Modified on February 11, 2015)

Applications from University System employees for Board of Regents' review of presidential decisions shall be limited to instances in which an employee is terminated, demoted, or otherwise disciplined in a manner which results in a loss of pay. Any University System employee aggrieved by a final decision of the president of an institution, other than those stated above, may apply to the Board's Office of Legal Affairs for a review of the decision, in accordance with Policy 8.6 Applications for Discretionary Review; provided, however, that an application may be reviewed if (1) the record suggests that a miscarriage of justice might reasonably occur if the application is not reviewed, or (2) whether the record suggests that the institutional decision, if not reviewed, might reasonably have detrimental and system-wide significance. (BoR Minutes, April 2010, February 2015)

8.2.22 University System of Georgia Staff Council

(Last Modified on October 5, 2012)

There shall be a University System of Georgia Staff Council (USGSC), which shall provide a staff voice on all matters related to non-faculty employment within the University System. The USGSC shall be mindful and respectful of matters that are more appropriately within the authority and responsibilities of each institution's administration.

Membership of the USGSC shall be comprised of one voting representative from each USG institution, and that representative must be in the classified service of the represented institution. A copy of each institution's process for determining its USGSC representative shall be filed with the Vice Chancellor for Human Resources. The organization and governance of the USGSC shall be implemented according to policies and procedures established by the membership of the USGSC in the USGSC's bylaws, in consultation with, and subject to the approval of, the Chancellor or the Chancellor's designee.

Nothing in this policy or the USGSC's bylaws shall supersede the authority and responsibilities of institutional presidents addressed in Policy 2.5 (Presidential Authority and Responsibilities). With respect to matters specific to their institutions, presidents remain the official media of communication between institutional employees and the Chancellor.

8.2.23 Amorous Relationships

(Last Modified on November 13, 2013)

A USG faculty or staff member, including a graduate teaching assistant, is prohibited from having an amorous relationship with any student who the faculty or staff member supervises, teaches, or evaluates in any way. Consistent with [Policy 8.2.3 \(/policymanual/section8/policy/C224/#p8.2.3_employment_of_relatives\)](#), a USG employee is prohibited from having an amorous relationship with any other employee if either employee supervises, evaluates, or in any other way directly affects the terms or conditions of the other's employment. Any individual who violates this policy is subject to disciplinary action commensurate with the offense, up to and including termination.

