

3. An unexpected work-related situation (e.g., another employee quits) may cause an employee to miss or delay using vacation days, resulting in a vacation balance that exceeds the maximum stated above. In such event, the employee may request a temporary exception to the maximum accumulation limit. To do so, the employee submits a written request to the supervisor and human resources representative outlining the work-related event and the vacation balance request. The days accumulated in excess of the maximums stated above must be used within the next 12 months.
4. In the situations described in 2. and 3. of this section, if the employee terminates employment, then the vacation payoff described below will not include any days accumulated in excess of the applicable maximum cited above.

An employee who terminates employment after completing at least one continuous year in a standing or fixed-term I appointment immediately preceding the date of termination, or an employee on a fixed-term I appointment of less than one year who terminates at the end of the appointment, shall receive the cash equivalent of unused accumulation (not to exceed the maximum provided by policy); provided, however, this provision for making payment for unused vacation shall not apply to an employee: (a) who is terminating from a fixed-term I appointment, if the employee will be reappointed within three consecutive months to a fixed-term I or standing appointment or, (b) if the college or department required that the employee needed to take vacation time off during the appointment so that all or part of the accumulated vacation is expended prior to the conclusion of the appointment. See [HR50](#) for special provisions of retirement.

The cash equivalent of the unused vacation time is computed by using the [Workday Percentage Factor Calculator](#).

SICK LEAVE:

An employee on a 100% FTE appointment will accumulate 8 hours of sick leave with pay for each calendar month in which he or she is paid for at least half of normally scheduled work time for that month, except that pay received for accumulated vacation at time of layoff of more than 120 days, leave of absence, or termination of employment shall not be credited toward this qualifier. See [HR88](#) for sick leave accumulation and use for less than 100% FTE appointments.

NOTE: Exempt staff who began exempt employment prior to October 1, 1992, continue on their [former sick leave plan](#). Persons who were classified as staff and who were nonexempt prior to February 1, 1967, continue on their former sick leave plan.

Accumulated sick days provide an insurance cushion for employees in the case of illness or injury. They can be an important asset in the event of a prolonged illness or injury, insuring salary continuation during this period of absence. Therefore, employees should be very judicious in their use of paid sick days.

Except as otherwise provided below, absence is chargeable as sick leave only when the employee is unable to perform his or her duties because of his or her illness or injury. Time off for an employee's routine appointment with a physician, dentist, hospital, or optometrist is charged to sick leave, provided it is not possible for the employee to schedule the appointment on the employee's own time (see also [HRG02](#)). The request for such time off shall be made as far in advance as possible. Such routine appointments usually are of less than a half-day duration; therefore, an employee is expected to return to the job as soon as the appointment

is completed. A supervisor may request the employee to submit a written statement from the person with whom he or she had the appointment.

An employee may use up to 40 hours of accumulated sick leave per calendar year to care for a sick family member. Family member as used in this policy shall be defined as those whom the employee considers as family. The care provided may include such activities as bed-side care, accompanying the family member to a doctor's appointment, and emotional support. (See also [HRG02](#), Flexible Scheduling, and [HRG11](#), Family and Medical Leave.) Absences provided for in this paragraph shall not be considered as part of an employee's attendance record for purposes of job bidding.

If an employee is charging sick leave and the employee's vacation accumulation reaches the maximum, the employee can charge vacation accumulation instead of sick leave, so that vacation earnings are not lost.

If an employee expends all accumulated sick leave, additional absence, at the option of the employee, shall be charged to accumulated vacation. If the employee expends all accumulated vacation, or elects not to charge the absence to accumulated vacation, the employee shall be granted a leave of absence without pay in accordance with [HR16](#), Leave of Absence Without Salary. For exempt staff, a salary deduction shall be made for absence in excess of accumulated sick leave or vacation, only if such absence is for a full day.

An employee who retires on a pension who is eligible for continuation of insurance into retirement shall receive 1/4 the cash value of the employee's unused sick leave; provided, however, such payment shall not exceed an amount equal to (a) 100 hours of pay, or (b) 136 hours of pay if the employee's accumulated sick leave balance is at least 3/4 of all sick leave earned. The cash equivalent of the unused sick leave is computed in the [Workday Percentage Factor Calculator](#).

SICKNESS AND ACCIDENT SUPPLEMENT:

An employee who has five or more years of continuous service in a standing or fixed-term I position who is absent beyond 60 continuous calendar days for an illness or injury will be covered by the University's Sickness and Accident Supplement; provided, however, for absences not covered by FMLA, if the employee has used more than 48 hours of accumulated sick leave in the full 12 month period immediately preceding the absence without doctor's certification for such absences charged in excess of 48 hours, the employee shall not be eligible for the Sickness and Accident Supplement. The doctor's certificate must be submitted to the University prior to the beginning of the absence.

The employee shall receive 1/3 of normally scheduled hours of pay for each work day missed while covered by the Sickness and Accident Supplement. In addition, the employee, at the employee's option, may charge the equivalent of 1/3 of normally scheduled hours of accumulated sick leave for each work day missed and therefore receive 2/3 pay. If an employee has used all of his or her accumulated sick leave, additional absence, at the option of the employee, may be charged as provided herein against accumulated vacation.

An employee shall not be eligible to continue under the Sickness and Accident Supplement for an absence that continues beyond 180 continuous calendar days from the date of the beginning of absence for the illness or injury.

Any payments received from the Sickness and Accident Supplement shall be reduced by

payment from other sources such as Workers' Compensation, Social Security, or other non-individual disability coverages.

ABSENCE FOR ON-THE-JOB INJURY:

If an employee is absent from work as a result of an injury or illness compensable under the Workers' Compensation Act, Occupational Disease Act, or similar legislation, the following conditions apply:

- a. The employee has the option to request a leave of absence without pay or to charge the absence to his/her accumulated sick leave (or, if sick leave has been expended, to accumulated vacation, personal holiday, service days, or holiday compensatory time off). An employee electing to use such paid time off shall be charged 1/3 of normally scheduled hours a day for each work day of absence and shall continue to receive full salary.
- b. If all paid time off is exhausted, the employee shall be granted a leave of absence without pay.
- c. Leave of absence without pay shall not exceed 24 months.
- d. Any compensation checks the employee may receive while receiving full salary shall be endorsed and returned to the University. The employee shall retain any compensation checks received while on leave of absence without pay.
- e. The employee's contribution for all group healthcare and insurance coverages in which enrolled shall be paid by the University, if the employee is on leave of absence without pay following an on-the-job injury, provided the employee continues to receive Workers' Compensation insurance payments.

HOLIDAYS:

Each holiday established by the University is intended to give an employee on a 100% FTE appointment the benefit of eight hours of paid time off.

- a. The following 12 days are established as holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	December 25 and five additional days
A Personal Holiday	

When December 25 comes on these days - The six holidays are:

The Six Holidays

Day	Holiday Days
Sunday	December 25, 26, 27, 28, 29, 30
Monday	December 22, 25, 26, 27, 28, 29
Tuesday	December 24, 25, 26, 27, 28, 31

Wednesday	December 23, 24, 25, 26, 27, 30
Thursday	December 24, 25, 26, 29, 30, 31
Friday	December 24, 25, 28, 29, 30, 31
Saturday	December 23, 24, 25, 27, 28, 29

The following are exceptions to the holiday provisions cited above:

1. See HR88 for holiday provisions for less than 100% FTE appointments.
 2. Some areas substitute service days in lieu of some of the holidays listed above. Employees working in these areas should consult with their Human Resources Representative for details.
 3. A newly hired employee commencing employment in a standing or fixed-term I position during December shall receive only the December 25th holiday and the New Year's Day holiday, but shall not receive paid time off for the additional University holidays in December during that first December holiday period. If such employee is required to work on any of the additional University holidays occurring that December, the employee shall receive his or her regular pay for such day, but shall not be granted holiday compensatory time off for the number of hours worked on the day.
- b. One personal holiday is earned each calendar year on January 1. A new employee in the first year of employment earns a personal holiday for that year after completing two months of employment. The personal holiday is scheduled in the same way in which vacation is scheduled.

If not used, the personal holiday shall be carried over into the next calendar year but not thereafter.

- c. A nonexempt staff employee required to work a regularly scheduled work day on an official University holiday shall receive his or her regular pay for the holiday and shall be granted holiday compensatory time off at the rate of double time for the number of hours worked on the holiday, up to the number of hours normally worked by the employee on that day. At the option of the employee, the employee may receive the cash equivalent of 1/2 of compensatory time off earned on a holiday. Such payment shall be calculated using the employee's regular rate of pay. The option to receive such payment must be made within one calendar week following the holiday or holiday period. Holiday compensatory time off not converted to the cash equivalent shall be used for absences where vacation accumulation would be used.

Time worked on a holiday in excess of the employee's normal daily hours shall be paid at two times the employee's regular rate of pay. Holiday compensatory time off shall not be earned for such additional hours worked.

If a holiday should fall on a day not normally scheduled as a work day for an employee:

1. The employee shall be granted eight hours of holiday compensatory time (see [HR88](#) for positions that are less than 100% FTE). Such equivalent time off shall be granted whether or not the employee works on the holiday and shall be used for absences where vacation accumulation would be used.
 2. If the employee is required to work on such day, the employee also shall be paid at the rate of two times the employee's regular rate of pay for the hours worked, but shall not be granted additional holiday compensatory time off for such hours worked.
- d. An exempt staff employee required to work on a regularly scheduled work day on an official University holiday shall receive his or her regular pay for the holiday and shall be granted holiday compensatory time off at the rate of double time for the number of hours worked on the holiday. At the option of the employee, the employee may receive the cash equivalent at the employee's regular rate of pay for 1/2 of the compensatory time off earned on a holiday, not to exceed a normal day's gross pay for the employee. The option to receive such payment must be made within one calendar week following the holiday or holiday period. Holiday compensatory time off not converted to the cash equivalent shall be used for absences where vacation accumulation would be used.

If a holiday should fall on a day not normally scheduled as a work day for an employee:

1. The employee shall be granted eight hours of holiday compensatory time (see [HR88](#) for positions that are less than 100% FTE). Such equivalent time off shall be granted whether or not the employee works on the holiday and shall be used for absences where vacation accumulation would be used.
 2. If the employee is required to work on such day, the employee also shall be granted additional holiday compensatory time off at the rate of double time for the number of hours worked on the holiday. At the option of the employee, the employee may receive the cash equivalent at the employee's regular rate of pay for 1/2 of such additional holiday compensatory time off earned, not to exceed a normal day's gross pay for the employee. The option to receive such payment must be made within one calendar week following the holiday or holiday period. Such holiday compensatory time off not converted to the cash equivalent shall be used for absences where vacation accumulation would be used.
- e. If a holiday occurs during the vacation or sick leave of an employee, it shall not be charged as a day of vacation or sick leave.
- f. An employee on no-pay status is not paid for holidays that occur during the absence.
- g. If a holiday listed above (other than December 25) occurs on a Sunday, the University shall observe it officially on the following Monday.
- h. The final date of pay status for an employee who indicates an intent to resign at a time near the December/New Year's holiday is determined in accordance with [HRG14](#).

OTHER PAID TIME OFF:

Paid time off, other than sick leave, vacation, or holidays, includes:

- a. Death in Family

Absence from work because of death in an employee's family shall be allowed with full pay on the following basis:

1. For an employee's partner, brother or sister (including half-brother or half-sister);

or for an employee's or an employee's partner's: parent (including stepparent, guardian, or foster parent), child or stepchild (including the partner of the child or stepchild), grandchild, up to 40 hours of leave to be used consecutively, provided such amount of leave is required. A guardian as used in this section shall mean a person who raised the employee and served in the place of the parent for a substantial portion of the employee's minority life.

2. For the employee's or employee's partner's grandparent, niece, nephew, aunt or uncle, and partners of aunts and uncles or, the employee's partner's brother, sister, and partners of same, or, the partner of employee's brother or sister, up to 8 hours from the date of death through the date of the funeral inclusive.

Death-in-Family Chart

Family Member	Employee's	Employee's Partner's
Partner	up to 40 hours	X
Parent (including stepparent, guardian, or foster parent)	up to 40 hours	up to 40 hours
Brother or sister (including half-brother or half-sister)	up to 40 hours	up to 8 hours
Partners of brother or sister	up to 8 hours	up to 8 hours
Child or stepchild	up to 40 hours	up to 40 hours
Partner of child or stepchild	up to 40 hours	up to 40 hours
Grandchild	up to 40 hours	up to 40 hours
Grandparent	up to 8 hours	up to 8 hours
Aunt or uncle	up to 8 hours	up to 8 hours
Partners of aunts and uncles	up to 8 hours	up to 8 hours
Nephew or niece	up to 8 hours	up to 8 hours

3. To calculate the amount of paid time off available to employees on an HR-88 appointment, multiply the amount of paid time off specified in 1. and 2. by the applicable annual FTE.

An employee who would qualify for death-in-family paid time off for regular work hours missed under the provisions of this section who already is receiving paid time off chargeable either to vacation accumulation, holiday compensatory time, a personal holiday or sick leave accumulation, shall have such time off as applicable charged instead

to death-in-family paid time off, up to the limits allowed under the provisions of this section.

Additional time off shall be charged against the employee's vacation accumulation or as a payroll deduction, at the employee's option.

b. Involuntary Jury Service

If an employee is on jury duty, the University shall pay his or her full salary for time absent from work. If the approved time absent (as described above) results in the employee missing more than half his or her regularly scheduled work shift, the employee shall be excused from the remainder of the shift with no loss of salary. (See note below.)

c. Volunteer Fire Fighting

The full pay of an employee shall be paid during the time spent by the employee during his or her regular working hours in fighting fires or in answering other public alarms, provided that the employee is a member of the volunteer fire department that is engaged in the activity or, in the event of a forest fire, the employee is engaged in an organized forest fire fighting operation in the area in which the employee's campus or center is located. (See note below.)

d. Ambulance Driving

The full pay of an employee shall be paid during the time spent by the employee during his or her regular working hours in nonscheduled driving of an ambulance for a volunteer ambulance club or organization serving the community where the employee's campus or center is located. If an employee is a volunteer ambulance driver for a volunteer ambulance club or organization that does not primarily serve the community where the employee's campus or center is located, the full pay of the employee shall be paid during the time spent by the employee during his or her regular working hours in driving an ambulance provided:

1. The driving is limited to unplanned emergencies, and
2. The employee is not called from work to drive. (See note below.)

e. Subpoenaed Witness

If an employee is subpoenaed as a witness and is not a party to the legal action, the employee's full salary shall be paid for the time spent by the employee during his or her working hours as a witness. (See note below.)

f. Certified Air-Raid Wardens, Airplane Spotters, Civil Defense Officials, and Civil Air Patrol Members

An employee who is certified as an air-raid warden, airplane spotter, or civil defense official shall be paid his or her full salary for the time spent by the employee during his or her regular working hours on such duties, provided there is an authorized alert and the Civil Defense authorities have requested the employee to report for duty. A member of a Civil Air Patrol Group involved in an air search and rescue mission shall be paid his or her full salary for the time spent by the employee during his or her regular working hours, provided there is an authorized mission and the Civil Air Patrol authorities have

requested the employee to report for duty. (See note below.)

g. Emergency Rescue

The full pay of an employee shall be paid during the time spent by the employee during the employee's regular work hours when engaged in an organized emergency rescue of someone trapped in a cave, provided the employee is a member of an established spelunking club or organization and the rescue activity is in the area in which the employee's campus or center is located. (See note below.)

NOTE: In paragraphs b through g above, such time shall include time spent in the activity described, plus travel time, time necessary for normal sleeping, etc., as determined by management.

OVERTIME - NONEXEMPT STAFF :

Overtime is all authorized time worked by a staff member appointed to a nonexempt position for the University that is:

- a. In excess of 40 hours a week. In any week in which a University holiday occurs on an employee's regularly scheduled work day, or an employee has used other approved paid time off, such holiday or paid time off shall be considered as time worked.
- b. Performed on a day that is regularly scheduled as a day off for that employee, unless proper notice of a change in work schedule is given as provided in the Work Schedule section above.

Overtime is permitted to be worked only after advance approval by the dean or administrative officer and shall be permitted only in unusual circumstances. Such approved overtime is paid for at the rate of time and one-half the hourly rate, or at the rate of two times the hourly rate if the overtime qualifies as holiday overtime.

SHIFT PREMIUM - NONEXEMPT STAFF:

Employees in nonexempt positions shall be paid a shift premium of \$.60 per hour for work beginning between the hours of 1:00 p.m. and 9:59 p.m., and \$.65 per hour for shifts beginning between 10:00 p.m. and 4:59 a.m. for all continuous hours worked on the shift. The shift premium shall be added to the base rate before the calculation of an overtime rate.

DEFINITION OF WORK UNIT:

For the purpose of applicable employment conditions for staff employees, each of the following is a work unit:

1. Each academic college
2. Each campus reporting through the Vice President for Commonwealth Campuses
3. Each geographical location of The Dickinson School of Law
4. The College of Medicine

5. Graduate School
6. Each administrative department headed by a dean or administrative officer (list maintained by the Office of Human Resources)
7. Each Housing and Food Services facility at locations other than University Park

UNAUTHORIZED ABSENCE:

If an employee is absent from work and has not notified his or her supervisor, the employee will be considered as having abandoned his or her job at the completion of the third consecutive work day of unauthorized absence, unless the supervisor judges the circumstances to have been emergency in nature, and it can be shown that it was impossible for the employee to have given proper notification to the employee's supervisor.

TERMINATION OF EMPLOYMENT:

Employees should give adequate notice prior to the effective date of resignation. Ordinarily, one month is preferred, but a minimum of two weeks is required. Healthcare benefits may be continued by employees or dependents, as appropriate, under certain conditions; see the Faculty/Staff Benefits booklet.

RE-EMPLOYMENT WITH THE UNIVERSITY:

If an employee terminates employment with the University and is rehired after an interruption of service, the following conditions apply:

1. The employee is a probationary employee.
2. The employee does not receive service credit for his or her period of prior employment for the purpose of increasing the vacation accumulation rate, the length of leave of absence, or other working conditions related to length of service unless provided by University policy.
3. The employee does not receive credit for any unused sick leave from a previous period of employment.

CROSS REFERENCES:

[HR16](#) - Leave of Absence Without Salary (Other Than For Extended Active Military Service)

[HR19](#) - Leave of absence for Active Military Service or Training

[HR50](#) - Use of Accumulated Vacation at Time of Resignation or Retirement, or Upon Completion of a Fixed-Term I Appointment

[HR74](#) - Staff Vacancies Announcing Procedure

[HR88](#) - Full-time Equivalent Appointments

[HR90](#) - Extra Compensation for Exempt Staff Employees

[HRG02](#) - Flexible Scheduling

[HRG11](#) - Family and Medical Leave

[HRG14](#) - Termination of Employment Near Dec-New Year Holidays

REVISIONS:

May 1, 2011 - Layoff and Recall section deleted.

December 2, 2010 - Overtime-Nonexempt Staff Section updated.

November 5, 2010 - Added language to reflect the Competencies Classification System changes.

July 1, 2010 - Probationary period extended to 12 months and death in family language clarified.

October 10, 2003 - Major policy re-write.

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**Human
Resources**

General University Reference
Utility
Policy Manual

Policy HR61 FACULTY CONTRACTS

POLICY'S INITIAL DATE: September 7, 1982
THIS VERSION EFFECTIVE: November 9, 1987

Contents:

- [Purpose](#)
- [Contract Length](#)
- [Length of Offer](#)
- [Memorandum of Personal Service](#)
- [Vacation Leave](#)
- [Holidays](#)
- [Other Policies](#)

PURPOSE:

To establish the terms and conditions for making standing appointment offers to, and contracting the services of, individuals classified as academic or academic administrator.

CONTRACT LENGTH:

All standing appointment faculty members will be employed on a 36-week (academic year) or a 48-week (extended year) contract. No standing appointment faculty member of The Pennsylvania State University shall have a contract commitment through the University in excess of 48 weeks in any fiscal year.

LENGTH OF OFFER:

The letter offering a standing appointment to a candidate should include, as a minimum, the following:

1. The specific rank being offered;
2. An explicit statement that the Memorandum of Personal Service is included and that it must be signed and returned;
3. Explicit reference to inclusion of the pamphlet "Conditions of Employment;"
4. A general statement that the faculty member will be expected to participate in instruction, research, scholarly activity and continuing education or cooperative extension as assigned;

5. A statement that the precise nature of the duties of the individual will be determined by the appropriate academic administrative person in whose division or department the appointment will be made;
6. A statement that provisional appointments and appointments with tenure are subject to the terms and conditions of University tenure policies;
7. Signature by the dean, or by an academic administrator specifically authorized by the dean to make standing appointment offers to candidates.

MEMORANDUM OF PERSONAL SERVICE:

A Memorandum of Personal Service is included with each letter offering a standing appointment to a faculty candidate. The approved Memorandum of Personal Service forms, one for the 36-week appointment and another for the 48-week appointment, can be obtained from the Office of Human Resources.

VACATION LEAVE:

While standing appointment faculty members do not earn vacation leave as such, some academic units have established systems for defining days not on duty between the 48-week contract and the 52-week calendar year.

HOLIDAYS:

Standing appointment faculty members are entitled to the official University holidays. A listing of University holidays may be found in Policy [HR34](#).

OTHER POLICIES:

This policy statement is concerned only with the specific of the contractual commitment. Other personnel policies of the University are also pertinent to the hiring of standing appointment faculty and should be consulted.

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Human Resources

General University Reference Utility
Policy Manual

Policy HR68 POSTDOCTORAL APPOINTMENTS

POLICY'S INITIAL DATE: November 16, 1968

THIS VERSION EFFECTIVE: January 1, 2010

Contents:

- [Purpose](#)
- [Definition of Postdoctoral Appointments](#)
- [Designated Titles](#)
- [Length of Appointment](#)
- [Responsibility for Clearing Appointment](#)
- [Salary](#)
- [Insurance Benefits](#)
- [Leaves of Absence](#)
- [Appointments](#)
- [Grievance Procedure](#)
- [Tax-deferred Annuities](#)
- [Cross References](#)

PURPOSE:

To outline the University's policy on postdoctoral appointments.

DEFINITION OF POSTDOCTORAL APPOINTMENTS:

Postdoctoral appointments shall:

1. be full-time, but temporary, 48-week appointments; and
2. be granted to appointees who recently were awarded a Ph.D. or equivalent doctorate (e.g., Sc.D, M.D., D.D.S., J.D.) in an appropriate field; and
3. provide the appointee with training under the supervision of a senior scholar or a department; and
4. involve substantially full-time research or scholarship; and
5. be viewed as preparatory for a full-time academic and/or research career; and
6. provide the appointee with the freedom to meet the expectation of publishing the results of her or his research or scholarship during the period of the appointment.

DESIGNATED TITLES:

Designated titles for postdoctoral appointments at The Pennsylvania State University are Postdoctoral Fellow and Postdoctoral Scholar. The title of Postdoctoral Fellow will be used only in connection with

appointments financed under a Postdoctoral Fellow Program of a granting agency outside the University. The title of Postdoctoral Scholar will be the usual designation for all other postdoctoral appointments.

LENGTH OF APPOINTMENT:

Normally, the initial appointment and renewals are not longer than a six-year period at Penn State, with exceptions granted to meet specific training needs of an individual and only after careful review by the college and appropriate central administrative officer.

RESPONSIBILITY FOR CLEARING APPOINTMENT:

All postdoctoral appointments will be approved by the appropriate dean and the Office of the Vice President for Research will maintain a current inventory of all appointments.

SALARY:

Postdoctoral scholars and fellows should be paid at least the minimum annual salary as noted each July 1.

INSURANCE BENEFITS:

Postdoctoral Scholars and Fellows may enroll in an available University-sponsored health plan effective with the date of appointment. Those who enroll will contribute for an available University-sponsored health plan on the same basis and at the same rates as regular faculty and staff member contributions. Such contributions will be deducted monthly.

In addition, Postdoctoral Scholars and Fellows may enroll in the University's dental and/or vision plan.

Postdoctoral Scholars and Fellows may elect to participate in the Age-graded Life Insurance Plan and elect an amount of coverage equal to their annual stipend.

See the website at <http://www.research.psu.edu/offices/office-of-postdoctoral-affairs/postdoc-benefits> for coverage details.

LEAVES OF ABSENCE:

When a postdoctoral scholar or fellow is unable to perform the duties of the position, the four weeks of leave provided by a 48-week appointment can be used to account for the absence. In addition, the department may be able to provide for some work to be done at home (e.g., data analysis), permitting the scholar or fellow to remain in pay status.

Leaves without pay for a reasonable period of time should be considered if they would not inhibit the applicable research project(s).

Guidance for leaves of absence can be sought from the Office of Human Resources Work/Life Office (814-865-9346).

Before a leave of absence is discussed with a foreign national scholar or fellow, the supervisor needs to contact the International Scholars Office (814-865-0423) to insure consistency with federal regulations.

See also the new parent guideline at

<http://forms.gradsch.psu.edu/current/newparentaccomodationguideline.pdf>.

APPOINTMENTS:

IBIS Forms "GFSA" for appointments, and "GRAD" for changes and reappointments, must be completed in accordance with the approval paths established by your Financial Officer. Postdoctoral Scholars and Fellows should receive an appointment letter outlining the details of their appointment.

GRIEVANCE PROCEDURE:

Postdoctoral fellows or scholars should always attempt to resolve problems concerning their professional situation by discussing the matter with their supervisor. If there is a reason for the postdoctoral fellow or scholar to believe that this avenue is inappropriate, he or she may seek recourse through the department or division or program head, or from the associate or assistant dean of their college or division. The fellow or scholar may also seek advice from the college or division ombudsman.

Occasionally, there are disagreements between postdoctoral fellows/scholars and their supervisors that cannot be resolved in the administrative structure of the department, division, program or college. Such problems may involve alleged violations of academic freedom, professional ethics, and procedural fairness and consistency. There may be disagreements concerning authorship credit or intellectual property ownership. If a resolution of such problems cannot be achieved at the department, division, or program level, the following procedures are to be followed. If for some reason the proper jurisdiction is not clear, then the Vice President for Research shall decide on the appropriate procedure.

1. For disagreements that are unresolved at the department or program level, a grievance process will be initiated when the postdoctoral scholar or fellow files a written grievance with the dean of his or her college. The parties to the grievance process shall be the person(s) filing the grievance and the person(s) responsible for the act or omission that gave rise to the grievance.
2. In response to the grievance, the College Dean appoints and convenes a Hearing Committee consisting of five members. From that time until the hearing ends, the College Dean refrains from involvement in the dispute. The Hearing Committee consists of two postdoctoral scholars or fellows, two faculty members, and an administrator who will serve as chairperson. All members of the Hearing Committee will be from outside the academic department or unit in which either the postdoctoral scholar or faculty member who is involved in the grievance participates.
3. Each party is allowed up to three disqualifications from this committee without cause. An indefinite number of disqualifications is allowed with cause, as determined by the College Dean. The College Dean makes additional appointments as necessary to fully staff the Hearing Committee.
4. The Hearing Committee attempts to resolve the disagreement within 30 calendar days of receiving the complaint.
5. The hearing is not public. During the hearing, either party may have present an adviser, who must

be a postdoctoral scholar/fellow, faculty, or a staff member of the University. In light of the nature and spirit of the proceeding, representation by legal counsel is prohibited.

6. The Hearing Committee may have present at the hearing such assistance as it deems necessary.
7. The Hearing Committee is not bound by strict rules of evidence and may admit any relevant evidence.
8. The hearing is audio recorded, and a recording of the hearing is kept through any appeal processes. The parties involved my request to listen to the tape and take written notes until it is destroyed, however, copies are not provided.
9. The parties are afforded an opportunity to obtain necessary witnesses and documentary and other evidence. The department or program involved makes all reasonable efforts to cooperate with the committee in securing witnesses and making available documentary and other evidence.
10. Each party has the right to confront and cross-examine all witnesses. Expenses incurred in obtaining a witness will be the responsibility of the party requesting the witness.
11. The Hearing Committee's findings are based solely on the hearing record. In cases where issues involve authorship, the Hearing Committee should adhere to the spirit of Policy RA13.
12. The Hearing Committee submits its findings and recommendations in writing to the College Dean and to the parties involved. Based solely on the record of the hearing, the College Dean may endorse all, part, or none of the Hearing Committee's recommendations. In coming to a decision, the College Dean may consult with the Vice President for Research. A written notice of the decision of the College Dean is provided to the Hearing Committee and the parties involved within three weeks of receipt by the College Dean of the Hearing Committee's recommendations. If the College Dean does not endorse all of the findings and adopt all the recommendations of the Hearing Committee, an explanation will be included in the written notice. The decision by the College Dean shall be final, but does not preclude existing independent avenues of appeal (e.g. Faculty Rights and Responsibilities). The record of this decision, along with supporting documents, shall be submitted to the Office of General Counsel and the Vice President for Research and kept by the Vice President for Research for not less than five years from the date of the resolution of the complaint.
13. After the final decision, all efforts should be made to reconcile the situation within the research group. In the rare case where irreconcilable differences exist even after the resolution, and where the decision is made against the faculty member, it will be the responsibility of the College Dean to find another similar position in the University for the postdoctoral fellow or scholar, and, if necessary, to provide bridge funding for this position for up to six months.

TAX-DEFERRED ANNUITIES:

Retirement savings options available to Postdoctoral Scholars and Fellows are limited to contributions to either a Traditional or Roth Individual Retirement Account (IRA). Traditional IRAs offer the opportunity to reduce federal taxable income, subject to IRS limitations, when federal income tax returns are filed. IRA enrollment and payments options are done on an individual basis and are unrelated to University benefit programs. Traditional and Roth IRAs are available from insurance companies and

mutual fund companies as well as most banks.

CROSS REFERENCES:

[Policy RA13 Coauthorship of Scholarly Reports, Papers and Publications](#)

<http://www.research.psu.edu/offices/office-of-postdoctoral-affairs/benefits-for-postdoctoral-scholars>

UPDATES:

3/29/2010 - Revised to add "Office of General Counsel".

1/1/10 - The title Senior Vice President for Research was changed to Vice President for Research.

4/8/08 - Link to new parent guideline included.

1/1/08 - Updated Insurance Benefits section.

11/2/06 - Changed Vice President for Research to Senior Vice President for Research.

September 29, 2003 - Leaves of Absence section added.

August 1, 2002 - Responsibility for Clearing Appointment section revised. Salary section revised.

July 17, 2002 - Salary section revised. Grievance Procedure section added. Tax-deferred Annuities section added.

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Policy HR88 FULL-TIME EQUIVALENT APPOINTMENTS

POLICY'S INITIAL DATE: November 10, 1975
THIS VERSION EFFECTIVE: January 1, 2010

Contents:

- [Purpose](#)
- [Full-Time Equivalent Appointments](#)
- [Appointments of Six to Eight Months](#)
- [Budgeting Procedure](#)
- [Setting Salary Rates](#)
- [Salary Payment Determinations](#)
- [Insurance Benefits](#)
- [Retirement Contributions](#)
- [Educational Privileges](#)
- [Vacation and Sick Leave](#)
- [Holidays](#)

PURPOSE:

This policy outlines alternatives to 100% full-time equivalent (FTE), year-around standing and fixed-term I executive, administrator, and staff appointments. It is designed to be used for vacant appointments, but can be applied to current appointments if the incumbent employee voluntarily accepts a reduction in work assignments and salary. Such arrangements are encouraged when, in the opinion of the supervisor, the University's work needs can be efficiently and effectively met. (Policies affecting employees represented by a union are found in the appropriate Agreements.)

FULL-TIME EQUIVALENT APPOINTMENTS:

One hundred percent appointments are those which are scheduled to exist 12 months a year, 40 hours per week. Appointments scheduled to work fewer months per year and/or fewer hours per week may be established also. Such positions can range from 75% to 99% (FTE) annually (July through June), if they carry the expectancy of regular recurrence.

Examples of 75% or greater FTE positions include:

1. A position scheduled for 40 hours per week, 10 months a year = 83.3% FTE
2. A position scheduled for 30 hours per week, 12 months a year = 75% FTE
3. A position scheduled for 40 hours per week, 10 months a year and 20 hours per week, 2 months a year = 91.7% FTE

See Appendix **(coming soon)** of the General Forms Usage Guide for assistance in calculating the percent FTE of an appointment.

APPOINTMENTS OF SIX TO EIGHT MONTHS:

In addition to the FTE positions outlined above, positions may be established that are scheduled for 40 hours per week for six to eight months a year, if they carry the expectancy of regular recurrence.

BUDGETING PROCEDURE:

Positions outlined in this policy shall be established as either standing or fixed-term I in accordance with the provisions of HR06 Types of Appointments, for the amount necessary to cover the salary required.

SETTING SALARY RATES:

Annual FTE of 75% or More

The salary for positions holding an annual FTE of 75% and greater shall be determined by multiplying the 100% FTE salary by the applicable annual FTE. The monthly salary is then determined by dividing the annual salary by 12.

For example, if the 100% FTE salary is \$30,000, then the annual 75% FTE salary would be: $\$30,000 \times .75 = \$22,500$. The monthly salary would be: $\$22,500/12 = \1875 .

Six- to Eight-Month Appointments

To determine the monthly salary for a six- to eight-month appointment, divide the twelve-month salary (for 100% FTE appointment) by twelve. The six- to eight-month annual salary is determined by multiplying that monthly salary by the number of months of the appointment.

See Appendix **(coming soon)** of the General Forms Usage Guide for assistance in determining salaries.

Employees who voluntarily accept a reduced appointment shall have their salaries adjusted in accordance with the applicable formula.

SALARY PAYMENT DETERMINATIONS:

Annual FTE of 75% or More

For appointments with an annual FTE of 75% or more, the total salary shall be paid over twelve months.

Six- to Eight-Month Appointments

Appointments of six to eight months shall be paid during the months worked. Payments shall not be spread over a twelve-month period.

INSURANCE BENEFITS:

Insurance benefits are provided as follows:

Annual FTE of 75% or More

Employees appointed to positions with an annual FTE of 75% or more shall have deductions for insurance benefits taken from each paycheck at the employee rate.

Please note: Health care contributions are determined on your annual base salary as of October 1 of each year, going into effect on January 1 of each year. A reduction in salary will not create a reduction in the health care contribution at the time your salary is reduced; the health care contribution will remain the same for the entire current year. The following year's contribution will be based on your salary as of October 1 of the current and the new health care contribution will be effective January 1.

Six- to Eight-Month Appointments

Employees appointed for six to eight months shall have deductions for insurance benefits taken from each paycheck at the regular, employee rate. In addition, they may elect to purchase their insurance coverage during the months not worked by indicating their desire to do so prior to the beginning of their period of no work. They shall pay full costs for the insurance (employee and University costs), and must continue all insurance coverage as a package. Such employees shall be billed for their insurance coverage during the months not worked.

Note: If an employee chooses to discontinue medical coverage during months not worked, the employee and dependents must wait until the University's annual open enrollment to elect coverage effective January 1 of the following year. Employees hired prior to January 1, 2010 who elect not to participate in medical coverage during the months not worked, may adversely affect their ability to retire with health benefits as outlined in HR54 Continuation of Group Insurance After Age 60, Age 65, and After Retirement or Death.

RETIREMENT CONTRIBUTIONS:

Retirement contributions are made during months paid, but are not made during months not paid, except that members of TIAA-CREF may make private contributions at any time.

For employees enrolled in SERS, the reduced annual FTE will be reported to SERS. Employees should contact the SERS office to find out how this might affect their retirement calculations.

EDUCATIONAL PRIVILEGES:

Employees paid in twelfths shall be eligible for educational grant-in-aid for themselves and their dependents as provided by policies HR36, HR37, and HR65 during the entire fiscal year.

Employees appointed for six to eight months shall be eligible for such educational grants-in-aid only for a semester or summer session that begins during their time worked.

VACATION AND SICK LEAVE:

Annual FTE of 75% or More

Employees appointed to positions with an annual FTE of 75% or more shall accumulate vacation and sick leave on a monthly basis. The monthly earnings outlined in HR34 Employment Conditions for Staff Employees are modified by the annual FTE.

Some examples:

1. Employee working 40 hours per week, ten months per year, September 1 through June 30 (83.3% annual FTE), earns 83.3% of accrual rates for vacation and sick leave during each of the twelve months (July through June).
2. Employee working 40 hours per week, nine months per year, August 16 through May 15 (75% annual FTE), earns 75% of accrual rates for vacation and sick leave during each of the twelve months (July through June).
3. Employee working 30 hours per week, twelve months per year earns vacation and sick leave based on 75% annual FTE during each of the twelve months (July through June).
4. Employee working 40 hours per week September through June and 20 hours per week July and August (91.7% annual FTE), earns 91.7% of accrual rates for vacation and sick leave during each of the twelve months (July through June).

Six- to Eight-Month Appointments

Employees appointed for six- to eight-months shall accumulate and use vacation and sick leave during work periods only.

Payoff at Termination

The maximum vacation accumulations outlined in HR34 Employment Conditions for Staff Employees are modified by the annual % FTE. At termination of employment, payoff for vacation accumulation shall be made if the initial contractual year has been completed.

HOLIDAYS:

Employees shall receive benefits for all holidays in accordance with University policy on holidays. For those employees working on a reduced FTE appointment, the holiday benefit is modified by the annual % FTE. If a holiday falls at a time when the employee is not scheduled to work, then the employee earns holiday compensatory time. If a holiday falls during a time when the employee is scheduled to work more hours than the holiday benefit, then the employee will need to use accrued holiday compensatory time, personal holiday, or vacation time to supplement the holiday benefit.

For example, an employee working 40 hours per week September through April, 20 hours per week in August and May, and not working in July and June (75% annual FTE) receives 6 hours of holiday time for all of the University holidays. Therefore, this employee accrues 6 hours of holiday compensatory time for the July 4th holiday; would use 2 hours of holiday compensatory, personal holiday, or vacation time per holiday to augment the holiday benefit time on the Labor Day, Thanksgiving, and December/January holidays; and, for the Memorial Day holiday would use 4 hours of the holiday benefit and record 2 hours of holiday compensatory time.

CROSS REFERENCES:

- [HR05 - "Regular" and "Nonregular" University Employees](#)
- [HR06 - Types of Appointments](#)
- [HR34 - Employment Conditions for Staff Employees](#)
- [HR36 - Educational Privileges for Faculty, Staff, and Retirees](#)
- [HR37 - Grant-in-Aid for Dependents of Faculty, Staff, and Retirees](#)
- [HR54 - Continuation of Group Insurance After Age 60, Age 65, and After Retirement or Death](#)
- [HR65 - Graduate Study Grants for Exempt Staff Personnel who are Permanently Away From University Park to Support Study at Other Institutions of Higher Learning](#)
- [HR92 - Employment Conditions for Employees Classified as Administrator](#)

Revisions:

1/1/2010 - Vacation, sick, and holiday benefit time revised to reflect annual FTE.

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Policy HR103 Employment Conditions for Part-Time, Intermittent/Short-Term & Full-Time Student Employees

POLICY'S INITIAL DATE: January 1, 2015
THIS VERSION EFFECTIVE: January 1, 2015

Contents:

- Purpose
- Conditions of Part-Time, Intermittent/Short-Term & Full-Time Student Employment
 - Part-Time Employee
 - Intermittent/Short-Term Employee
 - Full-Time Student Employee
- Benefits of Part-Time, Intermittent/Short-Term & Full-Time Student Employment
 - Worker's Compensation
 - Unemployment Compensation
 - Retirement Plan
 - Tax-deferred Annuity
 - Overtime
 - Family and Medical Leave
 - Healthcare Benefits
- Form(s)

PURPOSE:

To define part-time, intermittent/short-term, and full-time student employment with the University and to outline terms and conditions applicable to such employees.

CONDITIONS OF PART-TIME, INTERMITTENT/SHORT-TERM, & STUDENT EMPLOYMENT:

Part-time employee: A part-time employee is an employee who works a maximum of 24 hours per week, or who has a full-time equivalency of 60% or less per week for exempt staff positions or 60% or less per week for academic positions. For faculty who teach classes, a part-time employee teaches a maximum of 9 credits per academic semester. This is not, however, a guarantee that work will be available. When an employee is intended to work greater than 24 hours per week or greater than 60% FTE, the position should be evaluated to ensure appropriate appointment. Part-time employees who are not enrolled as full-time students must obtain the approval of the "primary" work unit before working in another unit within the University during the same time period. Part-time employees as defined above may work for more than one unit within the University in successive assignments. Part-time employees who are not academic employees teaching classes, may work up to 40 hours per week for 16 consecutive weeks per calendar year.

Intermittent/short-term employee: An intermittent/short-term employee is an employee who works 25 hours or greater per week for a maximum of 16 consecutive weeks in one calendar year. For faculty who teach classes, an intermittent/short-term faculty teaches greater than 9 credits for only one semester or session per calendar year. This is not, however, a guarantee that work will be available. When an employee is intended to work 25 hours or greater per week for more than 16 consecutive weeks or an employee who teaches classes is intended to teach greater than 9 credits for more than one semester or session within a calendar year, the position should be evaluated to ensure appropriate appointment.

Intermittent/short-term employees who are not enrolled as full-time students must obtain the approval of the "primary" work unit before working in another unit within the University during the same time period. Intermittent/short-term employees as defined above may work for more than one unit within the University in successive assignments. Part-time employees who are not academic employees teaching classes, may work up to 40 hours per week for 16 consecutive weeks per calendar year.

Full-time student employee: A full-time student is an individual enrolled with a Pennsylvania State University program and who is considered by the University Registrar to be a full-time student. The University places no limitations on the hours worked or assignments held by full-time students who are also part-time or intermittent/short-term employees of the University. However, individual work units and academic programs may limit full-time student employee hours and/or work conditions.

NOTE: Part-time, intermittent/short-term, and full-time student employees may be subject to limitations under the applicable collective bargaining agreement. Please contact the Employee Relations Division of the Office of Human Resources, 814-865-1412, for information regarding the University's collective bargaining agreements.

BENEFITS OF PART-TIME, INTERMITTENT/SHORT-TERM & FULL-TIME STUDENT EMPLOYMENT:

Each part-time, intermittent/short-term, and student employee may be eligible for the following benefits and/or those required by federal, state and local laws.

1. Workers' Compensation insurance. <http://ohr.psu.edu/hr-professional/policies-guidelines/work-related-injuries/workers-compensation/>.
2. Unemployment Compensation insurance. <http://www.portal.state.pa.us/portal/server.pt?open=18&objID=438457&mode=2>
3. Retirement Plan - subject to the regulations governing membership in a University retirement plan. <http://ohr.psu.edu/benefits/retirement/>
4. Tax-deferred Annuity - Employees may elect to participate in a University tax-deferred annuity plan. Such deduction shall be based on a percentage of salary (up to the legal limits) and shall be taken only if sufficient salary remains to cover taxes, fees, or other required deductions.
5. Overtime - Employees may be entitled to overtime as is defined by the Fair Labor Standards Act. http://www.dol.gov/WHD/overtime_pay.htm.
6. Family and Medical Leave - In accordance with the Federal Family and Medical Leave Act of 1993 (FMLA), qualifying employees may be eligible for a total of 12 work weeks of unpaid leave (26 weeks for military caregiver leave) during any consecutive 12-month period for qualifying reasons. For more information regarding FMLA please see <http://www.dol.gov/whd/fmla/>.
7. Healthcare Benefits - In accordance with the Patient Protection and Affordable Care Act,

qualifying employees may be eligible for an offering of University sponsored healthcare. For more information please see <http://ohr.psu.edu/benefits/health-care-reform/>.

NOTE: Part-time employees who obtained healthcare, earned time, and holiday time benefits under former policy HR05 prior to December 31, 2014 may continue to be eligible for those benefits provided they continue to meet the established criteria.

Exceptions to this policy must be supported by reasonable business need and approved in advance by the Vice President for Human Resources or his/her designee.

FORMS:

1. [Notice to Part-Time Non-Student Employees](#)
2. [Notice to PSU Full-Time Students Working at Penn State](#)
3. [Notice to PSU Part-Time/Intermittent/Short-Term Academic Employees](#)

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TAB F

University Retirement Policies

THE PENNSYLVANIA STATE UNIVERSITY RETIREMENT PLANS

Virtually all faculty and staff members participate in one of two retirement programs at Penn State University -- the State Employees' Retirement System (SERS) and the Teachers Insurance and Annuity Association-College Retirement and Equity Fund (TIAA). A small number of employees (less than one percent) participate in the Federal Civil Service Retirement System and the Public School Employees' Retirement System (PSERS). Membership in the federal plan is required for those few positions funded wholly by federal funds.

Currently, there are 19,852 faculty and staff members participating in one of the four programs. A breakdown of participation is as follows:

As of November 2016:	
SERS	6,314
TIAA	13,178
Federal Retirement	3
PSERS	357

The employee contribution rate for SERS is 6.25% and TIAA is 5.00% of gross salary. EFFECTIVE JULY 1, 2016, the University contributes 29.95% for the majority of the current members of SERS and 9.29% to TIAA.

These contribution rates -- both for the employee and for the employer are determined by the Commonwealth.

Election of a retirement system is mandatory for all full-time faculty and staff members. In addition, State law requires participation for part-time faculty and staff upon the completion of 750 hours of employment in a calendar year. The retirement systems are not integrated with the Federal social security benefits and the retirement benefit is in addition to the benefit provided by social security.

The SERS plan is available to faculty and staff members of the University and agencies of the Commonwealth of Pennsylvania. SERS provides a fixed dollar annuity with benefits determined by length of service and average salary for the three highest years of earnings. SERS retirement is calculated on a formula basis. The formula is either 2.0% or 2.5% times the number of years and months of retirement credit, times the average of the highest three years of earnings. There are a variety of retirement options available under the plan.

In 1974, the Commonwealth enacted legislation that enabled Penn State to offer TIAA as an alternate retirement plan. TIAA and CREF are nonprofit insurance and annuity companies, whose membership is limited exclusively to employees of colleges and universities and to employees of any other not for profit institutions. TIAA is a legal reserve life insurance and annuity company and returns a fixed annuity. Its companion, CREF, was established to provide benefits based on variable investments, primarily in the equities and bond markets. Retirement income from membership in TIAA is determined by the amount of money that has been contributed to the account by the faculty or staff member and the University, the age at retirement, and the performance of the TIAA investments. There are a number of retirement options available through TIAA at time of retirement.

TAB G

Tuition Grant-in-Aid

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Policy HR36 EDUCATIONAL PRIVILEGES FOR FACULTY, STAFF, AND RETIREES

POLICY'S INITIAL DATE: August 1, 1955
THIS VERSION EFFECTIVE: July 17, 2008

Contents:

- [Purpose](#)
- [Employee Eligibility](#)
- [Service Requirement](#)
- [Where Courses are Offered](#)
- [Limitations](#)
- [Required Approval](#)
- [Credit Limits - 12-Month Employees](#)
- [Credit Limits - Two-Semester Employees](#)
- [Graduate Degree Limitation](#)
- [County Agents, Home Economics Extension Personnel, Certain Continuing Education Personnel](#)
- [Amount of Fee Reduction](#)
- [Other Limitations](#)
- [Cross References](#)

PURPOSE:

To provide faculty, staff, and retirees the opportunity to advance their education by taking University courses at reduced fees.

EMPLOYEE ELIGIBILITY:

The following categories are eligible for educational privileges:

- a.** A regular employee during active periods of employment and certain inactive periods of employment. See [HR16](#), [HR19](#), [HR34](#), [HR88](#), and [HRG11](#) for eligibility of regular employees during inactive periods of employment.
- b.** A faculty or exempt staff member appointed on a full-time Fixed-Term II, or full-time, faculty Visiting Appointment for at least one semester or summer session, during any time covered by that appointment which encompasses both the beginning and end of a semester or summer session.
- c.** A member of the armed services who is on the staff of the Department of
 1. Military Science
 2. Air Force Aerospace Studies
 3. Naval Science

d. A retired employee, provided the retiree meets the requirements for the continuation of benefits after retirement.

SERVICE REQUIREMENT:

Educational privileges are available for any semester or summer session in which classes begin on or after the faculty or staff member's date of full-time, regular employment.

Employees are not eligible for educational privileges for any semester or summer session in which classes begin after the employee's final day of fulltime, regular employment status. Also, the faculty or staff member must remain in regular employment status for at least one-half of the semester or summer session in order to maintain eligibility for the educational privileges. These limits do not apply to an eligible retiree as indicated in "d" in the section above.

WHERE COURSES ARE OFFERED:

Eligibility for University educational privileges for an employee applies at all University locations.

LIMITATIONS:

The educational privileges apply to all resident instruction and continuing education credit courses except the professional curriculum such as those offered at the College of Medicine at The Milton S. Hershey Medical Center, the Smeal College of Business Administration Executive MBA Program, and the Dickinson School of Law. Educational privileges do not apply at summer camps or workshops operated by the University unless University credit is given and regular tuition is charged.

REQUIRED APPROVAL:

Permission for a regular employee to schedule courses is a special arrangement and privilege, and should not be considered as a right. It is granted only when the supervisor believes that the scheduling of courses will not interfere with the efficient operation of the employee's regular University duties.

CREDIT LIMITS - 12 - MONTH EMPLOYEES:

Scheduling of classes by a regular employee on a twelve-month-service basis (including an academic employee), either for credit or to audit, is limited to sixteen (16) credits per academic year beginning with the summer session.

An employee (other than academic) can schedule up to a full schedule of credits during a semester or summer session that the employee is not working, provided that he or she is on vacation or layoff during the entire period of that academic session.

CREDIT LIMITS - TWO-SEMESTER EMPLOYEE

Scheduling of classes by a regular employee on a two-semester-service basis (including an academic employee), either for credit or to audit, is limited to twelve (12) credits during the two semesters in which the employee has worked within the academic year.

A two-semester-service basis employee can schedule up to a full schedule of credits during the summer session the employee is not working, provided he or she continues to receive payments on the salary payroll.

GRADUATE DEGREE LIMITATION:

No academic employee above the rank of Instructor, Research Assistant, or equivalent may receive from the University the Master's Degree or the Doctor's Degree in any graduate program where the faculty member has membership, teaches courses, serves on Master's or Doctoral Committees, or has other supervisory responsibilities which might give rise to conflicts of interest. The faculty member should inform his/her department head of his/her intention to pursue an advanced degree.

COUNTY AGENTS, HOME ECONOMICS EXTENSION PERSONNEL, CERTAIN CONTINUING EDUCATION PERSONNEL:

A County Agricultural Agent or Home Economics Extension Representative (including those at the Assistant and Associate ranks), and certain Continuing Education personnel with the job titles of Assistant Director for Continuing Education, Area Director, or Area Representative, including Coordinators and Specialists in various subject matters or program areas, can schedule up to a full schedule of credits during a semester or summer session that the employee is not working, provided that he or she is on vacation, layoff, or leave of absence during the entire period of that academic session.

AMOUNT OF FEE REDUCTION:

The educational privileges include a reduction of 75% of the tuition payable per credit.

OTHER LIMITATIONS:

The educational privilege is a generous benefit provided to employees and additional Penn State funds should not be used to supplement the educational privilege benefit. Therefore, those receiving educational privileges are not eligible for University scholarships and also may not receive funding from other University sources (general, restricted or unrestricted miscellaneous funds), with the exception of endowed funds specifically established for the benefit of employees.

Note that [HR38 - University Courses for Training Faculty and Staff](#) covers situations where the department wants an employee to take a course as professional development. General funds may be used in these situations, but the department must pay 100% of the cost and the educational privilege (employee grant-in-aid) does not apply. Departments are not permitted to ask employees to enroll using the educational privilege, and then to reimburse the employee for the 25% of tuition not covered.

If additional support is provided through an endowed fund specifically established for the benefit of employees, the award to the employee must be posted in the ISIS system for all credit courses - no direct reimbursement to the employee is permitted. In addition, the application of these funds may only be used to cover remaining tuition - no refunds to employees may result from the application of these funds. All awards to employees must meet the eligibility requirement of the endowment and those receiving the funding must be approved by the budget executive for the unit as well as for the budget executive for the employee's home budget, if not the same as the budget executive for the endowment.

CROSS REFERENCES:

[HR16](#) - Leave of Absence without Salary (Other than for Extended Active Military Service)

[HR18](#) - Graduate Study Leave of Absence

[HR19](#) - Leave of Absence for Active Military Service or Training

[HR34](#) - Employment Conditions for Staff Employees

[HR37](#) - Grant-in-Aid for Dependents of Faculty, Staff and Retires

[HR54](#) - Continuation of Group Insurance After Age 60, Age 65, and After Retirement or Death

[HR88](#) - Alternatives to Regular Twelve Month Staff Employment

[HRG11](#) - Family and Medical Leave

[HRG13](#) - Definition of Formal Study as Outlined in HR16

REVISIONS:

July 17, 2008

OTHER LIMITATIONS section added.

August 1, 2007

Clarification added to Limitations paragraph.

July 1, 2002

Limitations section - revised to include the Smeal College of Business Administration Executive MBA Program

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