

*employment do **not** apply to domestic partners and/or dependents.]*

- c. **Campus Facilities**
Domestic partners of Beloit College employees are entitled to the same access to the Sports Center and the same user privileges in the Morse Library available to spouses of college employees.
 - d. **Family and Bereavement Leave**
A domestic partner will be considered a member of the employee's immediate family for purposes of determining the employee's eligibility for family or bereavement leave under college policies.
 - e. **Tuition Remission and Tuition Exchange**
Domestic partners of Beloit College employees are eligible for the same tuition remission benefits available to spouses of Beloit College employees. The dependent children of Beloit College employees and their domestic partners, who meet the qualifications under "Definitions and Inclusions" above, are eligible for the same tuition remission and tuition exchange benefits available to dependents of Beloit College employees.
4. **Tax Information**

Any excess value of medical and dental insurance for domestic partners may be taxable unless the domestic partner is a dependent of the employee as defined in the Internal Revenue Code. To receive a tax exemption for such payments, an employee must provide the college with a tax certification of dependency and a copy of the employee's federal tax return for the preceding year.

The college urges employees to consult their tax advisors to determine whether they may claim domestic partners or the children of domestic partners as dependents for tax purposes.

K. Family and Medical Leave Act (FMLA) Policy

Beloit College recognizes that employees may require extended time off from work in the event of serious illness or injury or to care for an ill or injured child, parent, spouse, or domestic partner. As described in the policy below, Beloit College provides FMLA leave in accordance with the federal Family and Medical Leave Act (FFMLA) and Wisconsin Family and Medical Leave Act (WFMLA). This policy outlines Beloit College's administration of its FMLA program. If, after having reviewed the policy, you have questions about your rights and responsibilities under the FFMLA, WFMLA, or this policy, please contact Human Resources.

1. **Applying for FMLA Leave and the Amount of Leave Available**
 - a. **How Do I Request Leave?**
While an employee does not have to use magic words when asking for FMLA leave, an employee must provide sufficient information for the college to determine if the absence may qualify for FMLA protection and the anticipated timing and duration of the leave.

Sufficient information may include that, because of a serious health condition, the employee is unable to perform job functions, a family member is unable to perform daily activities, or the employee or family member require hospitalization or continuing treatment. Sufficient information may also include circumstances supporting the need for military family leave. The college may then collect other information from the employee to properly determine whether the absence will be treated as FMLA leave. In all instances, Beloit College will require an eligible employee to submit a completed Family and Medical Leave Request Form to Human Resources. The forms are available in Human Resources.

If the employee is seeking leave for an FMLA-qualifying reason for which the college has previously provided FMLA-protected leave, the employee must specifically refer to the qualifying reason for leave or the need for FMLA leave which has been previously taken or certified. Failure to do so may result in the delay or denial of FMLA approved leave.

b. Who is Eligible for FMLA Leave?

- i. *FFMLA*. To be eligible for FFMLA, you must: (1) have been employed by Beloit College for at least 12 months (whether consecutively or not); (2) have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the requested leave; and (3) be employed at a work site where 50 or more employees are employed by the college within a 75-mile radius. You may not count periods of employment preceding a 7-year break in service towards your 12 months of employment with the college unless the break in service was due to National Guard service or Reserve Military service, or where otherwise provided under written agreement.
- ii. *WFMLA*. To be eligible for WFMLA, you must have been employed by Beloit college for more than 52 consecutive weeks and have been compensated for at least 1,000 hours during the 52 weeks immediately preceding the commencement of the leave.

Beloit College Human Resources will inform employees requesting leave whether they meet the basic eligibility requirements for FMLA leave. At the same time, Human Resources will inform the employee of any additional information required to verify that the need for leave is for a FMLA-qualifying reason and employee's rights and responsibilities.

c. What Types of Leave are Covered?

- i. *FFMLA*. Generally, Beloit College will recognize FFMLA protection for eligible employees for up to a total of 12 weeks of unpaid leave in a 12-month period for one or any combination of the following reasons:

- (a) For the birth of an employee's child or for the placement of a child with the employee for adoption or foster care;¹
- (b) To care for a child, spouse, domestic partner, or parent suffering from a serious health condition;
- (c) For an employee's own serious health condition; or
- (d) To address a qualifying exigency arising out of an employee's spouse's, child's or parent's active duty or call to active duty in support of a contingency operation. However, the FFMLA does not provide for a full 12 weeks of leave for all types of qualifying exigencies.

Further, employees may take up to 26 weeks unpaid leave to care for the employee's spouse, child, parent, or next of kin who is a covered service-member that incurs a serious illness or injury while in the line of duty on active duty. A covered service-member includes current members of the armed forces. This leave is available only during a single 12-month period and is available on a per-covered service-member, per-injury basis. In certain instances, this leave may be combined with all other FMLA leaves, limiting the employee's FMLA leave entitlement for all purposes to no more than a total of 26 weeks of leave during the single 12-month period.

- ii. *WFMLA*. Generally, Beloit College will recognize WFMLA protection for eligible employees for the following unpaid leaves in a calendar year:
 - (a) Up to 6 weeks of leave for the birth or adoption of a child;²
 - (b). Up to 2 weeks of leave to care for a child, spouse, domestic partner, parent, or parent-in-law (including a domestic partner's parent) suffering from a serious health condition; or
 - (c) Up to 2 weeks of leave for an employee to care for his or her own serious health condition.

The specific requirements for each type of leave are discussed below.

What if Spouses Seeking Leave Both Work for Beloit College?

Unless WFMLA leave protections apply, spouses who both work for Beloit College and who take FFMLA leave for the birth of a child, because of the placement of a child for adoption or foster care, or to care for a parent may take a combined total of 12 weeks of FFMLA leave in a 12-month period.

¹ Such leave must generally be completed within 12 months of the birth or placement.

² An employee is not entitled to family leave that commences earlier than 16 weeks before the estimated birth or placement for adoption or foster care or commences later than 16 weeks after the actual birth or placement.

Spouses who both work for Beloit College and who take FFMLA leave to care for a covered service-member are entitled to a combined total of 26 weeks of unpaid FFMLA leave in a single 12-month period.

How Much Advance Notice of the Need for Leave Must I Provide?

Generally, where the need for leave is foreseeable, notice must be provided to Beloit College at least 30 days in advance. When 30 days advance notice is not possible or when the need for leave is unforeseeable, notice must be provided as soon as practicable. Notice of leave for a qualifying exigency must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

What if I am Eligible for More Than One Form of Leave?

FMLA leave taken under this Policy may be covered by federal law, state law, or both. Employees will be required to use any and all leave entitlements simultaneously to the extent permitted by law.

2. Establishing a Qualifying Reason for FMLA Leave

What is a Serious Health Condition?

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care at a hospital, hospice, or residential medical care facility or “continuing treatment” by a health care provider.

In general, a serious health condition involving “continuing treatment” by a health care provider includes any one of the following: (1) incapacity and treatment; (2) pregnancy or prenatal care; (3) chronic conditions; (4) permanent or long-term conditions; and (5) conditions requiring multiple treatments. Subject to certain conditions, treatment means at least 2 visits to a health care provider or 1 visit and a regimen of continuing treatment.

Employees with questions about whether a medical condition is a serious health condition are encouraged to consult with Human Resources.

What is Leave to Care for a Covered Service-member with a Serious Illness or Injury?

This leave is to care for the service-member who incurs an illness or injury in the line of duty on active duty that renders the service-member medically unfit to perform the duties of his or her office, grade, rank, or rating (a “covered service-member”). This leave is available only to the service-member’s spouse, children parents, or certain next of kin. The covered service-member must have become injured or ill in the line of duty on active duty and must be: (1) undergoing medical treatment, recuperation, or therapy; (2) otherwise in outpatient status; or (3) otherwise on the temporary disability list. Individuals on the military’s permanent disability retired list are not covered service-members.

What is a Qualifying Exigency?

Qualifying exigencies include one or more of the following: (1) short notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial

and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and/or (8) such additional activities agreed to in advance by Beloit College. There are limits on the amount of leave available for a particular qualifying exigency and such limits may be less than 12 weeks. For more information on the maximum amount of leave available for a particular qualifying exigency, please contact Human Resources.

Leave for a qualifying exigency is limited to employees who are the spouse, son, daughter, or parent of certain members the military reserves, National Guard, or retired members of the regular armed forces who are on active duty or call to active duty status in support of a contingency operation. An employee whose family member is a member of the regular armed forces is not eligible to take leave because of a qualifying exigency.

How Do I Establish a Serious Health Condition or a Serious Illness or Injury?

Beloit College requires employees to submit a completed health care provider certification form when requesting family and medical leave for a serious health condition or for the serious illness or injury of a service-member. Certification Forms are available in Human Resources. The specific form required will depend upon the reason for the leave request; however, it will be one of the following:

- Certification of Health Care Provider for Employee's Serious Health Condition
- Certification of Health Care Provider for Family Member's Serious Health Condition
- Certification for Serious Injury or Illness of Covered Service-member for Military Family Leave

Regardless of the reason for the medical leave, the form must be completed by the treating health care provider (or in the case of a serious illness or injury of a service-member, an authorized health care provider). An employee must return the certification form to Human Resources within 15 calendar days after the date of the college's request. If an employee cannot comply with this deadline, he or she must contact Human Resources and request an extension prior to the date the form is due. An employee's failure to timely return the form and/or request an extension may result in the denial of the employee's FMLA leave request.

Once the certification is complete and sufficient, Beloit College may contact the health care provider to verify that the information contained in the certification was completed and/or authorized by the health care provider who signed the document and/or to understand handwriting on the medical certification or to understand the meaning of a response. Beloit College will use a health care provider, a human resources professional, a leave administrator, or a management official of the college. The employee's direct supervisor will not communicate with the health care provider. FMLA forms include a HIPAA authorization form permitting this communication, if necessary. This authorization also permits the health care provider to send the information directly to the college's FMLA Administrator so the employee does not have to.

4. Available Programs

a. Beloit College Tuition Remission

Eligible participants may enroll at Beloit College on either a full-time or part-time basis. Eligibility to participate will continue through the equivalent of eight semesters of study or graduation, whichever comes first. Beloit College Tuition Remission generally does not apply to special fee courses or programs. Students must apply by all admission and financial aid deadlines. Tuition Remission applies to off-campus Beloit College programs but may require participant payment of any programmatic costs incurred by the college.

b. ACM, GLCA, and National Tuition Remission Programs

i. ACM Tuition Remission (www.acm.edu)

Eligible participants may apply to one or more of the 13 participating Associated Colleges of the Midwest for Tuition Remission consideration. ACM Tuition Remission is available only to full-time, degree-seeking students. Eligibility for ACM Tuition Remission is determined by Beloit College's own policies. If a student is admitted to a participating ACM College, the ACM Tuition Remission benefit will automatically be awarded. Application for ACM Tuition Remission consideration is made at the time the student applies for admission to the participating institution. The monetary amount of the benefit is determined by the exporting college. As of the Fall of 2019, Beloit College will be awarding 90% of the tuition of the importing institution except for employees whose years of service is described in the schedule below.

Employees whose eligible students have matriculated prior to Fall 2019 will receive the full benefit with no cost-share.

Employees hired prior to July 1, 2008: The Beloit College employee benefit will be 97.5%; the employee will pay 2.5% of the annual tuition per year.

Employees hired between July 1, 2008 and June 30, 2012: The Beloit College employee benefit will be 95%; the employee will pay 5% of the annual tuition per year.

Employees hired between July 1, 2012 and June 30, 2016: The Beloit College employee benefit will be 92.5%; the employee will pay 7.5% of the annual tuition per year.

Employees hired on or after July 1, 2016: The Beloit College benefit will be 90%; the employee will pay 10% of the annual tuition per year.

- ii. **GLCA Tuition Remission (www.glca.org)**

The Great Lakes College Association Tuition Remission program differs only slightly from the ACM program. Eligible participants will apply for GLCA Tuition Remission only after they have been accepted for admission to, and have decided to enroll at, one of the 13 participating institutions. If the student is accepted for admission to the participating college or university, the GLCA Tuition Remission benefit is guaranteed. Each year the student will pay a “participation fee” in order to receive the benefit. The GLCA office determines the average tuition of all participating institutions and sets the participation fee at 15% of the average tuition. The participation fee is determined annually by the GLCA office and will be billed by the importing institution. Failure to pay the participation fee will result in a discontinuation of GLCA Tuition Remission benefits. The GLCA benefit normally covers full tuition, and is available only to full-time, degree-seeking students.
- iii. **National Tuition Exchange (www.tuitionexchange.org)**

Beloit College is one of over 677+ institutions of higher education that participate in the National Tuition Exchange Program. The amount of the tuition benefit is determined annually by the National Tuition Exchange and is applied to the tuition for the importing institution; some institutions may provide an additional amount toward the cost of attendance. Beloit College’s involvement in the program confers on eligible participants only the right to apply for a Tuition Exchange Scholarship; eligibility does not guarantee an award. While eligibility is determined by the exporting institution, the selection of scholarship recipients is exclusively the right of the importing institution. Participating institutions are charged with the responsibility of maintaining an overall balance between “imports” and “exports.” Therefore, the number of Tuition Exchange Scholarships offered from year to year at a given institution is likely to vary. Since the participating institutions differ greatly in size and type, tuition exchange policies differ from one institution to another. It is necessary to contact each institution directly to determine the amount of that school’s Tuition Exchange Scholarship, as well as the policies governing the award. In general, eligible participants should submit Tuition Exchange certification forms to the participating institutions at the same time that they make application for admission.
- iv. **Limitations**

Beloit College limits benefits for the Beloit College, ACM, and GLCA Tuition Remission and the National Tuition Exchange programs to a cumulative total of eight semesters. If graduation occurs before the participant uses eight semesters of eligibility, the tuition remission or exchange eligibility will cease for that participant upon graduation

Each participating institution has the right to set its own policies governing the administration of tuition remission and tuition exchange. It is important to verify

how each college applies state and federal grants, academic scholarships, and outside grants and scholarships to the tuition remission or exchange award. Similarly, it is advisable to clarify with each institution whether or not Tuition Remission or Tuition Exchange Scholarships apply to study abroad or off-campus programs.

Q. Indemnification of Trustees, Officers, and Employees of the Corporation

The Board of Trustees of Beloit College ("the Corporation") shall indemnify any trustee, officer, or employee of the Corporation (and the heirs, executors, and administrators of such person) who was or is or who is threatened to be made, a named defendant or respondent in a proceeding (which means any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law and which is brought by or in the right of the Corporation or by any person) in accord with these Bylaws and to the extent not inconsistent with the provisions of Chapter 181 Wisconsin Statutes, as amended. This policy is intended to authorize indemnification to the fullest extent in accordance with the Wisconsin Business Corporation Law as amended, and shall be construed and applied to carry out such intent.

1. Mandatory Indemnification

- a. The Corporation shall indemnify a trustee, officer, or employee to the extent he or she has been successful on the merits or otherwise in the defense of a proceeding for all reasonable expenses (including fees, costs, charges, disbursements, attorney fees, and any other expenses) incurred in the proceeding if the trustee, officer, or employee was a party because he or she is or was a trustee, officer, or employee of the Corporation.
- b. i. In cases not included under subsection (1)(a), the Corporation shall indemnify a trustee, officer, or employee against liability incurred by the trustee, officer, or employee in a proceeding to which he or she was a party because he or she is or was a trustee, officer, or employee of the Corporation, unless liability was incurred because he or she breached or failed to perform a duty he or she owes to the Corporation and the breach or failure to perform constitutes any of the following:
 - (a) A willful failure to deal fairly with the Corporation or its members in connection with a matter in which the trustee, officer, or employee has a material conflict of interest.
 - (b) A violation of criminal law, unless the trustee, officer, or employee had reasonable cause to believe his or her conduct was lawful, or had no reasonable cause to believe his or her conduct was unlawful.
 - (c) A transaction from which the trustee, officer, or employee derived an improper personal profit.

- (d) Willful misconduct.
- ii. Determination of whether indemnification is required under this subsection (1)(b) shall be made under subparagraph 2.
- iii. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself create a presumption that indemnification of the trustee, officer, or employee is not required under this subsection (1)(b).
- c. A trustee, officer, or employee who seeks indemnification under this section shall make written request to the Corporation.
- d. Indemnification under this section is not required if the trustee, officer, or employee has previously received indemnification or allowance of expenses from any person, including the Corporation, in connection with the same proceeding.

2. Determination of Right to Indemnification

The trustee, officer, or employee seeking indemnification under subsection (1)(b) shall select one of the following means for determining his or her right to indemnification:

- a. By independent legal counsel selected by majority vote of a quorum of disinterested trustees or its committee or, if such a quorum or committee is unavailable, by a majority vote of the full board of trustees, including trustees who are parties to the same or related proceedings.
- b. By a panel of three arbitrators consisting of one arbitrator selected by the trustees entitled under subsection (2)(a) to select independent legal counsel, one arbitrator selected by the trustee, officer, or employee seeking indemnification, and one arbitrator selected by the two arbitrators previously selected.
- c. By a court under §181.049 of the Wisconsin Statutes, as amended.
- d. By any other method provided by resolution of the board of trustees.

3. Allowance of Expenses as Incurred

Upon written request by a trustee, officer, or employee who is a party to a proceeding, the Corporation shall, when recommended by independent counsel, pay or reimburse his or her reasonable expenses as incurred if the trustee, officer, or employee provides the Corporation with all of the following:

- a. A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Corporation.
- b. A written undertaking, executed personally or on his or her behalf, to repay the allowance

and, if required by the Corporation, to pay reasonable interest on the allowance to the extent that it is ultimately determined under subsection 2 that indemnification under subsection 1 is not required and that indemnification is not ordered by a court under section 181.049(2)(b) of the Wisconsin Statutes, as amended. The undertaking under this subsection shall be an unlimited general obligation of the trustee, officer, or employee, and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

4. Additional Rights to Indemnification and Allowance of Expenses

The Corporation may pay or reimburse expenses incurred by a trustee, officer, employee, or agent in any of the following circumstances:

- a. As a witness in a proceeding to which he or she is not a party.
- b. As a plaintiff or petitioner in a proceeding because he or she is or was an employee, agent, trustee, or officer of the corporation.

5. Insurance

The Corporation may purchase and maintain, on behalf of an individual who is an employee, agent, trustee, or officer of the Corporation, insurance against liability asserted against and incurred by the individual in his or her capacity as an employee, agent, trustee, or officer, or arising from his or her status as an employee, agent, trustee, or officer, regardless of whether the Corporation is required or authorized to indemnify or allow expenses to the individual against the same liability under these Bylaws.

R. Dispute Resolution

Beloit College assures its employees an opportunity for prompt and impartial consideration of complaints or grievances arising in the course of their work. This procedure has been developed to assist employees in resolving serious work-related problems and encourages resolution of the dispute through discussion between the parties. If a resolution is not obtained through discussion, employees may submit a request for assistance in accordance with the following procedure:

1. The employee should discuss the dispute with the immediate supervisor. In most cases, a problem can be resolved satisfactorily at this point. If a mutually satisfactory resolution is not achieved, the employee may initiate Step 2.
2. The employee may submit a request in writing to the appropriate person at the next higher supervisory level. If requested, the Human Resources Director will assist the employee in presenting the matter to the proper administrative official. If a mutually satisfactory resolution is not achieved within five working days from the receipt of the written complaint by the proper administrative official, the employee may initiate Step 3.

3. If the preceding two steps fail to resolve the problem, the employee may appeal to his or her respective vice president. In offices where a vice president is the immediate or next highest supervisor, the appeal may be made to the president. If the dispute concerns the president, it will be handled by the chair of the board of trustees with no other appeal. The decision made by the vice president or president will be considered final.

If a dispute alleges discrimination, harassment or sexual assault, the complaint will follow the procedures set forth in the appropriate policy.

S. Severance Policy

Beloit College will provide a severance payment to employees who are affected by an involuntary termination of employment. The severance payment is intended to provide some financial assistance to help individuals deal with the initial difficulties that may result from the loss of employment. For purposes of the severance payment policy, involuntary termination includes job loss due to budget reductions, work force reduction, organization or job restructuring. Employees who resign, are hired for temporary or term specific appointments, or are terminated for cause or poor performance will not be eligible for a severance payment.

The amount of the severance payment will be based upon years of continuous service with Beloit College. Severance will be calculated on base pay only.

T. Employee Weapons Policy

Beloit College employees are prohibited from possessing or carrying weapons while in the course and scope of performing their jobs, and to the extent permissible by law, when they are performing their jobs while away from Beloit College property. This policy applies to employees regardless of whether or not they have a permit or license to carry a weapon. Weapons include, but are not limited to, firearms (whether loaded or unloaded), knives, billy clubs, tasers, ammunition, explosives and any other device or instrument which, in the manner it is used or intended to be used, could cause death or great bodily harm. Employees who have questions about whether an item is covered by this policy should call Human Resources. Employees are responsible for making sure that any item in their possession is not prohibited by this policy.

Beloit College property covered by this policy includes, without limitation, all Beloit College owned or leased space. Vehicles owned or leased by Beloit College are covered by this policy at all times regardless of whether they are on College property. The policy also applies to employees when conducting business on behalf of Beloit College off-campus. If any Beloit College employee has reason to believe that an employee, student, visitor or other person has a weapon (whether or not concealed) on College property in violation of this policy, the employee is required to report such belief to the Security Office. There will be no retaliation against any employee who in good faith makes a report of a violation of this policy or who assists in an investigation of such a report.

Employees who violate this policy may be subject to discipline, up to and including discharge from employment.

U. Extraordinary Economic Exigency

The determination of the existence of "extraordinary economic exigency" is inescapably the final responsibility of the president for appropriate recommendation to the board of trustees. However, because of the particular impact such a determination may have on the academic program and faculty, there should be early, careful, and meaningful faculty involvement with the provost and, if necessary, the president, in deliberations leading to this final judgment. In all such deliberations, financial considerations should not be allowed to obscure the fact that the purposes of the college cannot be realized if the economic base of the institution is not strong and viable. The provost will always explain the nature of any economic exigency and the reasons for the reduction to the appropriate committees of Academic Senate, and will transmit any recommendations that the committees may make in this regard to the president. Should the president determine that "extraordinary economic exigency" in fact exists, then there should continue to be early, careful, and meaningful faculty and staff involvement based on consultation with the appropriate bodies of Academic Senate and Administration?

As a part of this consultation, appropriate Academic Senate committees shall review the total range of activities of the college and make recommendations to the provost with regard to the division of the reduced allocation of funds. The provost will have the final responsibility for making recommendations to the president with regard to the reduction of academic programs.

Given a decision to reduce the overall academic program expenditures by a certain amount, it will then become a primary responsibility of the faculty to recommend to the provost where reductions should be made. Before any such determination becomes final, those to be adversely affected should have the right to be heard. The primary responsibility for recommendations, however, will be that of the provost, president, and board.

Among the various considerations, difficult and often competing, that have to be taken into account in deciding upon particular reductions, the retention of a viable educational program of high quality should necessarily come first. Particular reductions should follow considered advice from the concerned departments, or other units of the educational program, on the short-term and long-term viability and quality of reduced programs.

If extraordinary economic exigency requires reduction in faculty and staff size, the maintenance of a balanced liberal arts program may require the dismissal of tenured faculty or non-tenured faculty prior to the expiration of the term of appointment. In such a situation the provost shall be willing to abolish positions that in his or her determination are part of overstaffed programs or departments, even though such abolition may mean that a tenured faculty member may be dismissed while non-tenured faculty are retained in other areas, or in that area itself. If a department or program is to be reduced in number of personnel, such factors as field expertise and the quality of the departmental offerings and instruction shall be considered. In such

considerations tenure shall be given considerable though not absolute weight in relation to these preceding criteria.

Rights under academic tenure should be protected to the degree possible in the event of such reductions. Faculty and staff should be given every opportunity to readapt within the institution; institutional resources, if available, should be used for assistance in re-adaptation. Where early retirement is possible under present policy, it will be employed rather than dismissal. The released faculty member's place will not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline it. The college will make a serious effort to help the released person secure other employment.

In making assessments and recommendations with respect to the release of the faculty members, the provost will rely heavily on the advice and counsel of the person chairing the department or program, and the Faculty Status and Performance Committee. Faculty members to be released shall be able to have the issues reviewed by an appropriate faculty committee with ultimate review of all disputed issues by the board of trustees. In all cases the practice of giving a full year's notice to faculty after the first year of full-time service at the college shall be followed if at all feasible from a financial standpoint.

V. Additional Compensation Policy for Faculty and Staff

1. Scope

Additional compensation recognizes extra responsibilities assumed and contributions made by Beloit College faculty and staff in pursuit of the college's mission and strategic priorities. Additional compensation may be appropriate when faculty or staff accept a temporary assignment that requires a significant investment of time and effort outside the scope of their regular, primary position duties.

This policy establishes consistent standards for submitting, reviewing, approving, and awarding additional compensation, while maintaining the college's adherence to applicable federal regulations. It applies to faculty and staff holding full- or part-time positions. At all times, wage and hour laws, FLSA, and federal guidelines will take precedence in the approval and payment process.

2. Policy Statement

Beloit College recognizes that certain circumstances may warrant additional temporary pay for work performed outside of a faculty or staff member's job duties or employment schedule. Faculty and staff may be eligible to receive additional compensation when added responsibilities meet the criteria below. Requests for additional compensation are subject to the availability of funds and require advance approval in accordance with Section V of this policy prior to the performance of the extra work. Supervisors must ensure that all employees approved for

additional compensation continue to meet expectations in the performance of their regular, primary job duties, and that there will be no adverse effect on the department's operations.

The Beloit College procedure, *Compensation from Grants, Contracts and Other Sponsored Agreements*, details federal requirements for additional compensation paid from externally sponsored awards.

Faculty

The institutional base salary paid to faculty members is a professional stipend or retainer that provides compensation in return for course instruction, advising, professional activity and development, and contributions to the operations of the college, including participation in campus governance through committee assignments. Faculty members, who accept assignments outside the scope of their institutional base salary, may be eligible to receive additional compensation in return. Such responsibilities may be associated with traditional faculty work or may involve administrative duties pursuant to concurrent administrative appointments or special assignments.

Staff

The institutional base hourly rate or salary paid to staff employees provides full compensation for all time spent in the performance of regular duties associated with primary, full-time and part-time appointments. Such appointments generally include total hours, months worked, etc. Staff employees may receive additional compensation for work that occurs largely outside of the employee's regular department and work schedule, is distinctly separate from, and independent of the employee's primary job duties and responsibilities, and requires extra time and effort. Additional assignments must not interfere with the staff member's normal duties. When justified, additional activities for pay may take place during the course of the staff member's normal working hours. It is recommended that staff limit participation to no more than one additional compensation eligible assignment at a time.

Non-Exempt Staff

Non-exempt staff receive pay at regular hourly rates for all time worked in projects approved and eligible for additional compensation. Hours worked must be documented on a separate online timecard. The overtime rate of 1½ times the regular rate applies to all hours worked in excess of 40 in a single week (Sunday – Saturday). Payroll will charge the appropriate funding source and pay any balance due following the completion of the special assignment. Non-exempt staff may not be given additional pay in lieu of overtime pay.

3. Definitions

Non-Exempt Employee

The Fair Labor Standards Act (FLSA) requires payment of at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek (Sunday – Saturday).

Exempt Employee

The FLSA provides an exemption from both minimum wage and overtime pay for bona fide executive, administrative, professional and outside sales employees who meet certain tests regarding specific job duties and salary.

Base Salary Period

Faculty – The academic year is the base salary period for a full-time, 9-month appointment. Summer months and periods during the academic year when the college is not in session, e.g. weekends, holidays, and semester breaks are not typically included in the base salary period. Regular college activities that occur outside of the base period (e.g. student orientation) are included in institutional base salary.

Staff – Annual appointments for individual positions determine base salary periods for staff. Appointments generally include total hours, months worked, etc.

Institutional Base Salary (IBS)

The annual or academic year salary or hourly wage paid by Beloit College for duties associated with an individual's appointment letter and job description. IBS does not include additional compensation amounts.

Additional Responsibilities

Responsibilities assumed by an individual in addition to regularly assigned duties covered by the base salary period and institutional base salary.

Supplemental Pay (stipends)

Fixed amount payments for services not covered by institutional base salary calculations. Supplemental pay does not increase institutional base salary and is not included when calculating maximum additional compensation limits.

Additional Salary

Payment calculated as a percentage or fraction of institutional base salary for work that is in addition to regularly assigned duties and typically performed outside the base salary period.

4. Types of Additional Compensation

There are two types of additional compensation in excess of institutional base salary:

Supplemental Pay

Supplemental pay may include, but is not limited to:

- Acting or Interim Administrative Appointments
- Special Projects and Programs
- Faculty Course Overloads
- First Year Initiatives Seminar and Advising
- Awards, Prizes, Discretionary Recognition Bonuses
- Summer Project or Research Mentoring

Supplemental pay may be paid from sponsored award funds, if allowable under the terms and conditions of the award. The Office of Government and Foundation Relations must specifically approve supplemental pay charged to sponsored awards.

Professional development funds may be provided in lieu of supplemental pay.

Additional Salary

Additional salary is based on the institutional base salary, but does not increase the individual's IBS. An example would be summer salary paid to faculty & staff with base salary periods of fewer than 12 months.

Additional salary may be paid from sponsored award funds, if allowable under the terms and conditions of the award. The Office of Government and Foundation Relations must specifically approve supplemental pay charged to sponsored awards.

5. Requesting Additional Compensation

In all circumstances, requests for additional compensation must be submitted and approved prior to the performance of the extra work. Requests for additional compensation require an approved **Request for Additional Compensation** form. Route the faculty or staff form, with all appropriate signatures, to Human Resources/Payroll for final approval and processing. When warranted, following discussion with Human Resources/Payroll, an alternate approval mechanism may be used.

6. References

OMB 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (200.430) effective December 26th, 2014

Beloit College Request for Additional Compensation Form

Beloit College procedure (pending), Compensation from Grants, Contracts, and Other Sponsored Agreements

U.S. Department of Labor Fact Sheet #17A

APM

Revisions to Chapter V

Date Chgd	Subsection	Approved
10/20/2009	Section E Removed Remaining sections renamed	Per LR/CT
03/30/2011	Section H – Replaced Section O relocated to Section I / Following sections reordered Change of Dean’s title to Provost / style guide	AS 03/29/2011
11/01/2011	Employee Weapons Policy Inserted	Sr. Staff 10/10/2011
03/25/2016	Infant Care changed to Parental	Per AD 12/2015
06/03/2016	General Limitations	Sr. Staff 06/2016
10/16/2017	Section U Added	By Academic Senate 09/2017
03/05/2018	Section H. 4. Page 7	Sr. Staff 03/05/2018
05/31/2018	Section M Faculty Bereavement Inserted	Academic Senate 05/02/2018
03/21/2019	Section P. Tuition Remission Policy	Sr. Staff 02/25/2019
06/03/2019	Section H. Early retirement option	Sr. Staff effective 06/03/2019
06/18/2020	Section L. 1. b.	Academic Senate 01/29/2020