

ELIZABETH CITY STATE UNIVERSITY
Senior Academic and Administrative Officers Policy

Preamble

The duties and responsibilities of the Chancellor, and of senior staff members, and their relationships to one another, to the Board of Governors, to the Board of Trustees, and to all other officers and agencies within and without Elizabeth City State University (ECSU) are set forth in Chapter Five of *The Code of the University of North Carolina* (UNC). To complement the provisions of Chapter Five and further to clarify these duties, responsibilities, and relationships, the following regulations are adopted by the Board of Trustees. This personnel policy for Senior Academic Administrative Officers (SAAO) at ECSU is adopted pursuant to the requirements of UNC Policy 300.1.1 for SAAO employees. To the extent that any provision of this policy conflicts with the UNC policy, the UNC version shall control.

1. Definition of Senior Academic and Administrative Officers (SAAO)

Under this policy, the following terms are defined accordingly:

- A.** Senior officers of ECSU who are subject to the provisions of Section 2 of this policy are designated as Tier I SAAO. This group includes the Chancellor [N.C.G.S. §116-11(4)], Vice Chancellors, Provost, Deans, and the directors of major administrative, educational, research and public services activities designed by the Board of Governors [N.C.G.S. §116-11(5)].
- B.** Other senior officers of ECSU who are subject to the provisions of Section 3 of this policy are designated as Tier II SAAOs. This includes (1) members of the Chancellor's professional staff other than those identified in subparagraph A, above [N.C.G.S. § 116-14(b)]; and (2) Associate and Assistant Vice Chancellors; Associate and Assistant Deans; and other administrative positions other than those identified in subparagraph A above [N.C.G.S. § 116-11(5)]¹.

2. Tier I Senior Academic and Administrative Officers Regulations

Tier I Senior Academic and Administrative Officers of ECSU as defined in Section I.A. above, shall be subject to the following regulations.

A. Appointments and Discontinuation of Appointments

- 1. Tier I SAAOs are employed in their administrative positions pursuant to this policy. Except with regard to the appointment of the Chancellor, no contract or other writing (except for *The Code*) may vary these terms, nor may any oral agreement modify these provisions. The appointments of these Tier I SAAOs are subject to the approval of the Board of Governors or Board of Trustees delegated such authority by the Board

of Governors.² Such officers do not have tenure in their administrative positions. Except for the Chancellor, they serve at the discretion of their employer and are not appointed to serve for specified periods of time. The continuance of these administrators in office therefore is at all times subject to determination by the appropriate authority, as follows:

- a) The continuance in office of the Chancellor is determined by the Board of Governors, which may act to terminate such an appointment upon its own initiative or upon recommendation of the President. The Board of Governors in all instances shall consult the chair of the Board of Trustees prior to terminating the appointment of a Chancellor. The President may place the Chancellor on temporary leave, with or without pay, if the President has reason to believe that illness, injury, misconduct, neglect of duty, or other circumstances may interfere with the Chancellor's performance of the duties of the position. Before placing the Chancellor on temporary leave, the President shall consult with the Chairman of the Board of Governors, the chair of the Committee on Personnel and Tenure, and the chair of the Board of Trustees.
 - b) The continuance in office of Vice Chancellors, the Provost, Deans, and directors of major educational, research and public services activities shall be determined by the Chancellor.
 - c) Notwithstanding the provision of (b) above, the Board of Governors, in accordance with the provisions of Section 501B(6) of *The Code*, reserves the right to initiate action to terminate appointment of those officers when it deems such action to be necessary in the best interest of ECSU.
2. Tier I SAAOs of ECSU are subject to the direction and control of the Chancellor and serve at the Chancellor's discretion. They are employees at will; thus, the Chancellor may not purport to confer on any such officer a period of employment of fixed duration or otherwise confer any property interest in such employment. However, such an officer may be appointed to a period of employment not to exceed a specified number of years, so long as the instrument accomplishing such an appointment states clearly that the incumbent officer is subject to removal at any time, during that period, at the option of the Chancellor.
 3. Tenure status as a member of the faculty of ECSU, held concurrently by any Tier I SAAO of ECSU is separate and distinct from the administrative office, and such tenure status is governed by the provisions of Chapter Six of *The Code* and by the ECSU Promotion and Tenure Policy 300.2.1. The Promotion and Tenure policy has no bearing upon and does not govern the administrative appointments covered by this policy.

4. Appointment of Chancellor

- a) The appointment of the Chancellor shall be made by the Board of Governors upon the recommendation of the President, in accordance with N.C.G.S. §116-11(4). All salary and non-salary compensation paid to or received by the Chancellor in connection with his/her service as Chancellor shall be approved by the Board of Governors upon recommendation of the President.
- b) The Board of Governors may approve a contract with a Chancellor as recommended by the President. The contract may specify terms including, but not limited to, the Chancellor's term of employment; salary; benefits; performance-based incentives; other deferred or supplemental compensation including endowment-funded stipends; provisions for the termination of the Chancellor's employment, including severance pay and retreat rights; and any other terms it agrees upon.
- c) In all other regards, the employment of the Chancellor is subject to *The Code*, the Policies of the Board of Governors, and the North Carolina General Statutes.
- d) Except as specifically otherwise provided in the contract, and except as provided in 2.A.1(a) of this policy, after the Board of Governors has approved a contract with the Chancellor, it will be the sole responsibility of the President to implement the terms of the contract.

B. Compensation

The compensation of Tier I SAAOs shall be set by the Board of Governors³ or Board of Trustees delegated such authority by the Board of Governors.

No Chancellor or other Tier I SAAO may be paid, in addition to his or her compensation as established pursuant to the foregoing requirements, for any services rendered to any ECSU related foundation, endowment, or other entity that was established by officers of ECSU, that is controlled by ECSU, or that is tax exempt based on being a support organization for ECSU without the express approval of the Board of Governors. This provision does not prohibit any institution-related foundation, endowment, or other entity that was established by officers of the University, that is controlled by the University, or that is tax exempt based on being a support organization for the University from providing some of the funds to support the Board of Governors' approved compensation of the Chancellor or other Tier I SAAO.

C. Equal Employment Opportunity

It is the policy and intention of ECSU that there be equal employment opportunity and freedom from unlawful discrimination in all employment as set out in Section 103 of *The Code*.⁴ Employment in a Tier SAAO position shall be conducted in accordance with all provisions of State or federal law or regulation prohibiting any such discrimination, and in accordance with applicable affirmative action plans.

D. Political Activity

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

E. Holiday and Leave Entitlement Holidays

1. Holidays

A Tier I SAAO shall be subject to the same State prescribed holidays given employees subject to the State Human Resources Act.

2. Annual Leave

a) Basic Leave Policy

A permanent full-time (1.00 FTE) Tier I SAAO shall be entitled to accrue 26 work days of annual leave each year.⁵ Annual leave is accrued at a monthly rate and is adjusted proportionately for permanent part-time employees who work halftime or more (.50 - .99 FTE). The monthly earnings amount is equal to one-twelfth of the annual rate for each month the employee works or is on approved leave with pay. Monthly leave is earned when an employee works or is on approved leave with pay at least half the working days of a month.

The maximum number of unused days of annual leave that may be carried forward from one year to the next shall be 30 work days. Annual leave in excess of 30 days will be automatically converted to sick leave at the end of the year.

b) Transfer of Accrued Leave

ECSU, as the receiving institution, will accept balances of unused annual leave from other UNC constituent institutions, state or local agencies in the same manner as employees who are subject to the State Human Resources Act. Upon discontinuation of employment from ECSU, the employee may elect a payout of accrued annual leave [see (d) below] or transfer the remaining balance of any unused annual leave to another State or local governmental agency, subject to the receiving agency's approval.

c) Advancement of Annual Leave

Subject to ECSU policy and approved by the employee's supervisor, an employee may be advanced the amount of leave than can be accrued during the remainder of the year or during a twelve-month period. If an employee separates from ECSU and has taken more annual leave than has been accrued, ECSU must determine the amount of leave that the employee must repay and make deductions from the employee's final salary check accordingly.

d) Payout of Accrued Annual Leave

A Tier I SAAO who has accrued unused annual leave upon discontinuation of employment from ECSU and who either does not elect or is not eligible to transfer such accrued leave to another State or local governmental agency, shall be paid for such unused annual leave subject to a maximum of 30 such days. If a change in employment status occurs in which the employee is no longer covered by this policy and transfers to a position that does not accrue leave, the employee shall be paid for any accrued annual leave up to a maximum of 30 days.

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

A Tier I SAAO shall be entitled to such sick leave, family and medical leave, family illness leave, civil leave, military leave, community service leave, and special annual leave bonus as may be prescribed for employees subject to the State Human Resources Act.

However, with respect to sick leave, subject to ECSU policy and approval by the employee's supervisor, a Tier I SAAO may be advanced the amount of sick leave that can be accrued during the remainder of the year or during a twelve-month period. If the employee separates from ECSU and has taken more sick leave than has been

accrued, ECSU must determine the amount of leave that the employee must repay and make deductions from the employee's final salary check accordingly.

4. Miscellaneous Leaves of Absence

A Tier I SAAO who desires a leave of absence for an interval of 90 days or less must obtain the approval of the President, who shall report all such arrangements to the Board of Governors. A leave of absence for a period exceeding 90 days shall require the approval of Board of Governors. (ECSU senior officers shall seek approval from the Chancellor.)

5. Voluntary Shared Leave

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

F. Educational Entitlement

A Tier I SAAO senior officer is entitled to the same opportunities as other ECSU employees to invoke the privilege of tuition waiver conferred by ECSU Policy 200.1.5.

G. Statutory and Other Rules of Employment

1. Privacy of Personnel Records

A Tier I SAAO enjoys the protections of and is subject to the provisions of Article 7 of N.C.G.S. 126, entitled "The Privacy of State Employee Personnel Records."

2. Employment Preference for Veterans

A Tier I SAAO enjoys the protections of and is subject to the provisions of N.C.G.S. § 128-15 which provide for preference in employment for veterans of United States military service and their spouses and widows or widowers.

3. Employment of Related Persons

A Tier I SAAO is subject to the Board of Governors' policy concerning employment of related persons, ECSU Policy 200.3.6, as it may be revised from time to time, and any associated guidelines.

H. Retirement

A Tier I SAAO may retire in accordance with the provisions of Chapter 135 of the North Carolina General Statutes.

3. Tier II Senior Academic and Administrative Officers of ECSU as Defined in Section 1.B.

Tier II Senior Academic and Administrative Officers of ECSU as defined in Section 1.B. above, shall be subject to the following regulations.

A. Appointments

1. Tier II SAAOs are employed in their administrative positions pursuant to this policy. The authority to make appointments and determine salaries for positions within Section 1.B. (1) is exercised by the Board of Governors, on recommendation of the President, or Board of Trustees delegated such authority by the Board of Governors; for positions within Section 1.B. (2), such authority is delegated by the Board of Governors to the Chancellor and the ECSU Board of Trustees.
2. Every Tier II SAAO appointment within ECSU covered by this policy shall be made by the Chancellor, or the Chancellor's designee, by means of a letter of appointment that fulfills the requirements in this Section 3.
3. Every letter of appointment to a Tier II SAAO position shall include:
 - a) the title of the position;
 - b) the initial salary;
 - c) a provision for the periodic review of compensation⁶
 - d) a provision consistent with Section 3.A.4 and 3.A.5 below, if contingencies based on availability of funding are applicable;
 - e) the annual leave entitlement of the employee;
 - f) notice that the employment conferred is an "employment at will" subject to continuation or discontinuation at the discretion of the Chancellor, with the exception of contracts or letters of appointment of directors of athletics, which may be for a term of years and are governed by UNC Policy 1100.3; and

- g) notice that the employment is subject to this policy as originally adopted and as it may be periodically revised from time to time, and a copy of the policies shall be attached to the letter of appointment.
4. When a Tier II SAAO position is funded in whole or substantial part from sources other than continuing State budget funds or permanent trust accounts, the letter of appointment shall state that continuation of the employee's service in that position is contingent upon the continuing availability of funds from such other sources to support that position, shall specify the source of such funds, and shall state that the effect of such contingency may apply without the additional notice otherwise required by Section 3.B.1, or 3.B.2, and 3.B.3; provided, that the affected employee shall be informed at the earliest practicable date of the occurrence of such a funding contingency.
5. When Tier II SAAO is to serve simultaneously in both a position covered by this policy and a position of ECSU employment not covered by this policy, with the result that two different prescriptions may appear to obtain with respect to a particular condition of employment or a right or responsibility of the employee, one position shall be designated the base position to determine the conditions of employment and the rights and responsibilities of the employee. If appointment to a position covered by this policy occurs subsequent to an appointment to a position not covered by this policy, the letter of appointment to the position covered by this policy shall embody the required designation of base employment; conversely, if appointment to a position covered by this policy precedes appointment to the other category of ECSU employment, the letter of appointment or contract establishing the second employment shall embody the required designation of base employment. In either case, the designation of base employment shall specifically describe the different rights, duties, and compensation for each position and the relationship, if any, between the two positions.

Any funding contingency of the type referred to in Section 3.A.4 shall be set forth separately for the position covered by this policy and for the other position, since the operation of any such contingencies may be independent.

When an appointment to a Tier II SAAO position is to be accompanied by appointment to a faculty position that is intended to be nominal or honorary, or to create a faculty affiliation not entailing significant duties or compensation, the term "adjunct", or similar nomenclature, shall be used to identify the faculty appointment.

B. Discontinuation of Employment

1. Discontinuation of Appointment, With Notice or Severance Pay

Employment within a Tier II SAAO position that is established by the letter of appointment to be an employment at will is subject to discontinuation at any time at the discretion, respectively, of the Chancellor or Chancellor's designee; provided, that such a discontinuation (as distinguished from discharge for cause, Section 3.B.4) shall be subject to advance timely notice of discontinuation or the payment of severance pay, in calendar days, as follows:

- a) during the first year of service, not less than 30 days notice prior to discontinuation of employment or payment of severance pay for 30 days;
- b) during the second and third years of service, not less than 60 days notice prior to discontinuation of employment or the payment of severance pay for 60 days; and
- c) during the fourth and all subsequent years of continuous service, not less than 90 days notice prior to discontinuation of employment or the payment of severance pay for 90 calendar days.

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

2. Expiration of Term Appointment

Employment within a Tier II SAAO position that is established by the letter of appointment dated prior to December 1, 2004 to be for a stated definite term expires automatically at the conclusion of the stated term; such an appointment may be extended at the option of ECSU on an employment at will basis, by written notice satisfying the requirements of Section 3.A.

If ECSU intends not to extend the employment, (1) with respect to a term of one year or less, no notice of intent not to extend shall be required; (2) with respect to a term of more than one year but less than four years, notices of intent not to extend shall be transmitted in writing at least 60 days prior to this expiration date of the term; (3) with respect to a term of four years or more, notice of intent not to extend shall be transmitted in writing at least 90 days prior to the expiration date of the term. Failure to provide written notices as required in subsections (2) and (3) above shall result in the automatic extension of employment for a period, respectively, of either 60 days or 90 days, beyond the date the notice is given to the employee.

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

Employment within a Tier II SAAO position that is established by the letter of appointment to be for a stated definite term may be terminated prior to expiration of the stated term because of (1) demonstrable, bona fide institutional financial exigency or (2) major curtailment or elimination of a program.

“Financial exigency” is defined to mean a significant decline in financial resources of ECSU that compels a reduction in the university’s budget. The determination of whether a condition of financial exigency exists or whether there shall be a major curtailment or an elimination of a program shall be made, by the Chancellor, with advance notice to and approval by the Board of Governors.

If the financial exigency or curtailment or elimination of a program is such that the contractual obligation to an employee within a position covered by this policy cannot be met, the employment of the individual may be terminated, subject to the following notice requirements:

- a) during the first year of service, not less than 30 days notice prior to termination;
- b) during the second and third years of employment, not less than 60 days notice prior to termination; and
- c) during the fourth and all subsequent years of service, not less than 90 days notice prior to termination.

4. Discharge for Cause

Any Tier II SAAO may be discharged for stated cause. Discharge for cause is to be distinguished from discontinuation with notice (Section 3.B.1), automatic expiration of term (Section 3.B.2), and termination because of financial exigency or program curtailment or elimination (Section 3.B.3).

Stated causes for discharge shall include, but not necessarily be limited to, incompetence, unsatisfactory performance, neglect of duty, or misconduct that interferes with the capacity of the employee to perform effectively the requirement of his or her employment. Discharge for cause is to be preceded by written notice of intent to discharge and is subject to invocation by the affected employee of the review procedures of Section 3.C of this policy. When an employee occupying a position covered by this policy has been notified of the intention to discharge for cause, the Chancellor or Chancellor’s designee, as applicable, may suspend the employment at

any time and continue the suspension until a decision concerning discharge has been reached; such suspension during this time period shall be with full pay. If the final university decision is to discharge the employee, then the employee may be discharged without further pay without regard to whether there is an appeal to the Board of Trustees or the Board of Governors in accordance with Section 611 of *The Code*. No provision of this Policy No. 200.3.8 shall be interpreted to extend an employee's right to pay beyond the expiration of the employee's term of appointment while an appeal is pending under this Policy.

C. Reviews

1. ECSU has adopted and publicized procedures (Grievance Procedures for Employees Exempt from the State Personnel Act (EPA) 200.3.5) applicable to relevant cohorts of employees, under which covered employees may secure review of decisions concerning discharge for cause or other disciplinary action, or review concerning the interpretation and application of any provision of this policy; provided, however, that reviews concerning discontinuations, expiration of term appointments, or terminations of employment with notice, pursuant to Section 3.B.1, 3.B.2, and 3.B.3, may be brought only upon allegations of violations of applicable notice requirements or violations of any provision of Section 3.D. or 3.E. of this policy.
2. Decisions reached pursuant to such review procedures concerning the discontinuation, expiration of term appointment, termination, or discharge for cause may be appealed in accordance with the provisions of Section 611 of *The Code*.

D. Equal Employment Opportunity

It is the policy and intention of ECSU that there be equal employment opportunity and freedom from unlawful discrimination in all employment as set out in Section 103 of *The Code*.⁷ Employment in a Tier II SAAO position shall be conducted in accordance with all provisions of State or federal law or regulation prohibiting any such discrimination, and in accordance with applicable affirmative action plans.

E. Protected Activity

Employment in Tier II SAAO positions shall not be adversely affected by the exercise of rights guaranteed by the First Amendment of the United States Constitution or by Article I of the North Carolina Constitution; provided, that employees in Tier II SAAO positions shall be subject to any limitations on political activity established by Article 5 of N.C.G.S. Chapter 126. The Board of Governors' policies concerning political activity, Policy 300.5.1. *et. seq.* as they may be revised from time to time, shall apply to Tier II SAAO positions covered by those policies.

F. Holiday and Leave Entitlement

1. Holidays

Employees in Tier II SAAO positions shall be subject to the same State-prescribed holidays given employees subject to the State Human Resources Act.

2. Annual Leave⁸

a) Basic Leave Policy

A permanent full-time (1.00 FTE) Tier II SAAO shall be entitled to accrue 24 workdays of annual leave per year. Annual leave is accrued at a monthly rate and is adjusted proportionately for permanent part-time employees who work half-time or more (.50 - .99 FTE). The monthly earnings amount is equal to one-twelfth of the annual rate for each month the employee works or is on approved leave with pay. Monthly leave is earned when an employee works or is on approved leave with pay. Monthly leave is earned when an employee works or is on approved leave with pay at least half the working days of a month.

ECSU defines a year as “calendar year” (January 1 – December 31). The scheduling of an employee’s annual leave shall be subject to the approval of the employee’s supervisor. With respect to an incumbent employee who is earning more than 24 days per year as of the date this policy becomes effective, such employee shall be entitled to continue to earn leave at the current rate.

The maximum number of unused days of annual leave that may be carried forward from one year to the next shall be 30 workdays. Annual leave in excess of 30 days will be automatically converted to sick leave at the end of the year.

b) Transfer of Accrued Annual Leave

ECSU, as the receiving institution, will accept balances of unused annual leave from other UNC constituent institutions, state or local agencies in the same manner as employees who are subject to the State Personnel Act. Upon discontinuation of employment from ECSU, the employee may elect a payout of accrued annual leave [see (d) below] or transfer the remaining balance of any unused annual leave to another State or local governmental agency, subject to the receiving agency’s approval.

c) Advancement of Annual Leave

Subject to ECSU policy and approval by the employee's supervisor, an employee may be advanced the amount of leave that can be accrued during the remainder of the year. If an employee separates from ECSU and has taken more annual leave than has been accrued, ECSU must determine the amount of leave that the employee must repay to the institution and make deductions from the employee's final salary check accordingly.

d) Payout of Accrued Annual Leave

A Tier II SAAO who has accrued unused annual leave upon discontinuation of employment from ECSU and who either does not elect or is not eligible to transfer such accrued leave to another State or local governmental agency, shall be paid for such unused annual leave. The amount paid to an employee who has been employed an aggregate of 24 months or less by one or more State or local governmental agencies is equal to one day for each month worked less the number of days of annual leave taken during the employment period. An employee who has been employed for more than 24 months shall be paid subject to a maximum of 30 such days. If a change in employment status occurs in which the employee is no longer covered by this policy and transfers to a position that does not accrue leave, the employee shall be paid for any accrued annual leave up to a maximum of 30 days.

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

Tier II SAAOs shall be entitled to such sick leave, family and medical leave, family illness leave, civil leave, military leave, community service leave and special annual leave bonus as may be prescribed for employees subject to the State Human Resources Act.

However, with respect to sick leave, subject to ECSU policy and approval by the employee's supervisor, an employee may be advanced the amount of sick leave that can be accrued during the remainder of the year or during a twelve-month period. If the employee separates from ECSU and has taken more sick leave than has been accrued, ECSU must determine the amount of leave that the employee must repay to ECSU and make deductions from the employee's final salary check accordingly.

4. Leave of Absence Without Pay

Tier II SAAOs may request a leave of absence without pay, subject to the approval of such leave by the Chancellor.

5. Voluntary Shared Leave

Tier II SAAOs shall be subject to the same provisions concerning shared leave as are applicable to employees subject to the State Human Resources Act with the exception that the donation and acceptance of such leave shall be computed on the basis of days rather than hours.

G. Educational Entitlement

Tier II SAAOs are entitled to the same opportunities as other ECSU employees to invoke the privilege of tuition waiver conferred by ECSU Policy 200.1.5.

H. Statutory and Other Rules of Employment

1. Privacy of Personnel Records

Tier II SAAOs enjoy the protections of and are subject to the provision of Article 7 of N.C.G.S. 126, entitled, "The Privacy of State Employee Personnel Records".

2. Employment Preference for Veterans

Tier II SAAOs enjoy the protections of and are subject to the provisions of N.C.G.S. §128-15, which provide for preference in employment for veterans of United States military service and their spouses and widows or widowers.

3. Employment of Related Persons

Tier II SAAOs are subject to the Board of Governors' policy concerning employment of related persons, ECSU Policy 200.3.6, as it may be revised from time to time, and any associated guidelines.

I. Retirement

Tier II SAAOs may retire in accordance with the provisions of Chapter 135 of the North Carolina General Statutes.

¹ Other officers include (a) members of the chancellor’s professional staff; (b) those responsible for the administrative direction of separately designated divisions or departments of institutional activity commonly associated with institutions of higher education; (c) those positions whose primary responsibility is to attract external funds for and/or market the University; and, (d) other officers holding positions characterized by active, continuing involvement in formulating, interpreting and implementing institutional policy and exercising substantial independence of administrative authority and discretion in areas such as program planning and design and allocation of resources.

² Pursuant to NCGS§116-11(13), and notwithstanding *The Code* or any other Board of Governors policy, the Board of Governors has delegated certain authorities to the President of the University. See UNC Policy 200.6, *Delegation Authority to the President of the University*, adopted 11/13/06.

³ See Footnote 2, above.

⁴Bona fide occupational qualifications or other exceptions to those general prohibitions, specifically provided for by State or federal law, may be applied to positions covered by this policy.

⁵ Under this policy, ECSU defines a year as “calendar year” (January 1 – December 31).

⁶ Subject to any compensation policies adopted by the Board of Governors or the Board of Trustees.

⁷Bona fide occupational qualifications or other exceptions to those general prohibitions, specifically provided for by State or Federal law, may be applied to positions covered by this policy.

⁸Effective July 1, 2001.