

# CONCORD UNIVERSITY BOARD OF GOVERNORS

## **Policy No. 44**

### **Policy on Military Call-Up Of Faculty, Staff Or Students**

**Effective Date: 12/01/2009**

#### **SECTION 1.0. GENERAL**

1.1 This policy establishes the procedures to follow should full or part time faculty, staff, or students be called to active military duty.

1.2 Authority: PL 103-3; PL 110-181, Section 585(a); PL 103-353

1.3 Effective Date: December 1, 2009

1.4 Approved by Board of Governors: November 16, 2009

#### **SECTION 2.0. PURPOSE**

2.1 In order to assure that full or part time faculty, staff or students are treated with understanding, dignity and fairness, Concord University provides this policy to guide administrators and faculty in issues of employment or course enrollment which may be interrupted by a legitimate call up to active military duty by the State of West Virginia or the United States of America.

#### **SECTION 3.0. FACULTY MILITARY CALL-UP OR RELATED LEAVE**

3.1 This policy applies equally to part-time or full-time faculty called to active military duty.

3.2 A faculty member called to active military duty from employment by Concord University must confirm the military call by providing his/her immediate supervisor with verification of military orders.

3.3 Compensation due to the faculty member to the date of call-up will be prorated to the day of separation from Concord instructional assignment(s).

3.4 Once on active military duty, the faculty member should notify the Vice President and Academic Dean of the expected date of return to Concord University employ. If the term of military duty will or does exceed five (5) contiguous years, Concord University may not be required to offer reemployment under the terms of this policy.

3.5 Concord University may decline to offer re-employment to a faculty member returning from military call-up if that person's separation from military duty is the result of dishonorable discharge.

3.6 Concord University will return a faculty member to the same professorial rank, or probationary status (if the faculty member held a tenure-track

appointment at the time of call-up) and equivalent discipline appointment, should the discipline remain in force at the time of return. In the event the discipline has been discontinued, every effort will be made to place the returning faculty member in a similar discipline appointment.

3.7 Should the faculty member return to civilian status at a time not consistent with the beginning of an academic term, Concord University will return that person to the University payroll at a base salary level no less than that at the time of military call-up, plus any across-the-board salary adjustments made during the term of the faculty member's military service. In addition, he/she may be employed in a role other than instructional until the commencement of the next regular academic term, at which time the faculty member will return to the teaching faculty.

3.8 A faculty member called to military duty from employment at Concord University may appeal an assignment made upon return to Concord University, should he/she disagree with the terms and conditions of re-employment. Such appeal should be directed, in writing, to the Vice President and Academic Dean. If the VPAD's decision is unacceptable, appeal should be directed, in writing, to the President or his/her designee. If the President's decision is unacceptable, the appeal should be directed to the grievance system in force at the time of appeal.

3.9 Full-time faculty may take up to 26 weeks of unpaid leave in a 12-month period to care for immediate family member(s) who incur a serious injury or illness as a result of active military service. The service member must be undergoing medical treatment, recuperation, or therapy, outpatient status, or be on an official military temporary disability retired list for a serious injury or illness.

3.10 Full-time faculty may take up to 12 weeks of unpaid leave in a 12-month period because of a qualifying exigency arising from an immediate family member being called to active military duty. The qualifying exigency must meet the currently listed requirement(s) of the U. S. Department of Labor under the Family and Medical Leave Act.

#### **SECTION 4.0. STAFF MILITARY CALL-UP OR RELATED LEAVE**

4.1 This policy applies equally to part-time or full-time classified or non-classified staff called to active military duty.

4.2 Staff called to active military duty from employment by Concord University must confirm the military call by providing his/her immediate supervisor with verification of military orders.

4.3 Compensation due to the staff member to the date of call-up will be

pro-rated to the day of separation from Concord University employ.

4.4 Once on active military duty, the staff member should notify his/her immediate supervisor and the Concord University Human Relations Office of the expected date of return to Concord University employ. If the term of military duty will or does exceed five (5) contiguous years, Concord University may not be required to offer reemployment under the terms of this policy.

4.5 Concord University may decline to re-employ a staff member returning from military call-up if that person's separation from military duty is the result of dishonorable discharge.

4.6 Concord University will return a staff member to the same job position, should that job remain in force at the time of return. In the event the job has been discontinued or it has been necessary to fill the position permanently, every effort will be made to place the staff member in a job of equivalent pay grade and job description. The staff member will be returned to the seniority level and annual/sick leave levels at the time of call-up. Should the staff member choose not to return to Concord University employ upon his/her return to civilian status, he/she will be afforded all separation rights due an employee who voluntarily resigns a staff position. The date of such separation shall be the date of the military call-up.

4.7 Should the staff member return to Concord University employ, the University will re-instate that employee at the base salary level in force at the time of military call-up, plus any across-the-board salary adjustments made during the employee's term of military service.

4.8 A staff member called to military duty from employment at Concord University may appeal a job assignment made upon his/her return to Concord University, should he/she disagree with the terms and conditions of re-employment. Such appeal should be directed, in writing, to the President or his/her designee. If the President's decision is unacceptable, appeal should be directed to the grievance system in force at the time of appeal.

4.9 Full-time staff may take up to 26 weeks of unpaid leave in a 12-month period to care for immediate family member(s) who incur serious injury or illness as a result of active military service. The service member must be undergoing medical treatment, recuperation, or therapy, outpatient status, or be on a current, official military temporary disability retirement list for a serious injury or illness.

4.10 Full-time staff may take up to 12 weeks of unpaid leave in a 12-month period because of a qualifying exigency arising from an immediate family member being called to active military duty. The qualifying exigency must meet

the current, listed requirement(s) of the U. S. Department of Labor under the Family and Medical Leave Act.

## **SECTION 5.0. STUDENT MILITARY CALL-UP**

5.1 This policy applies equally to part-time or full-time students called to active military duty.

5.2 Students called to active military duty while enrolled at Concord University must confirm the military call by providing the Vice President and Academic Dean with verification of military orders.

5.3 In the event of military call-up, all tuition and fees for the term in which the call-up is affected will be refunded to the student.

5.4 Should the student reside in University housing at the time of call-up, room and board fees will be refunded to the student.

5.5 If the call-up occurs in a term in which the student is enrolled, the student will have the option of withdrawing from all classes with the Registrar's notation of "W" to the student's transcript, regardless of the date or grade earned at the time of withdrawal. The student may also request that the grade of "I" be posted to his/her transcript for selected classes. If an Incomplete grade is requested by the student for any class, the Incomplete(s) must be removed by completion of the course requirements within two (2) semesters of the student's re-enrollment at Concord University.

5.7 A student who has interrupted enrollment at Concord University for military call-up may elect to complete graduation requirements of the Concord Academic Catalog at the date of the military call-up. If this option is selected, the student must meet the graduation requirements stated by that academic catalog, and Concord University will make every effort to teach or make suitable course substitutes for the graduation requirements in force at that time. If the student who has interrupted Concord University enrollment due to military call-up chooses to transfer to an academic catalog in force at the time of his/her return to the University, the graduation requirements of the catalog in force at that time will apply.

5.8 Military leave students who re-enroll in academic programs with graduation or certification requirements established by government or professional societies beyond the control of Concord University must meet any or all external graduation requirements in force at the time of the military call-up or adopted during their term of military service.

5.9 A student called to military duty while enrolled at Concord University may

appeal academic decision(s) made at the time of re-enrollment at Concord University should he/she disagree with the terms or conditions of re-enrollment. Such appeal should be directed, in writing, to the Vice President and Academic Dean. If the VPAD's decision is unacceptable, appeal should be directed, in writing, to the President or his/her designee. If the President's decision is unacceptable, appeal should be directed, in writing, to the Board of Governors, which will be the final arbiter.