



National University of Health Sciences General Policies

Title: **Executive Administrative Personnel** Page 1 of 4

Date Adopted: 05/23/93

Date(s) Revised: 8/13/09

James Hinterstein

President

8-25-09

Date

POLICY STATEMENT

The University, in recognition of the unique demands on executive level personnel, has established policy and procedures to cover these positions.

- I. Introduction - This policy pertains to those individuals holding executive administrative appointments within the University. Individuals who hold this type of appointment, but may also hold a faculty appointment shall not be excluded from consideration under this policy. Such individuals are excluded from policies set forth in the Faculty Handbook, except as otherwise stated in this policy.
- II. Personnel Covered – Personnel appointed to the positions listed below shall be subject to this policy.
 1. Vice President for Academic Services
 2. Vice President for Administrative Services
 3. Vice President for Business Services
- III. Length of Appointment – Appointees to these positions are employees-at-will, and their appointment will be governed by this policy. The University reserves the right to amend or terminate the executive administrative personnel policy at any time.
- IV. Faculty Promotion and Ethics – If the Appointee also holds a faculty appointment and seeks a promotion in rank, then the section of the Faculty Handbook referring to rank must be followed. With respect to his/her duties as a faculty member, the section on professional ethics in the Faculty Handbook is to be followed.

V. Termination

- A. Death – The Appointee’s employment with the University will terminate upon his/her death, in which event the University shall not thereafter be obligated to make any further payments under the provisions of the Employment Agreement other than the amount(s) accrued by the Appointee as of the date of the Appointee’s death. However, Appointee’ heir(s), executor(s), administrator(s), personal representative(s), successor(s), and assign(s) shall be eligible to receive benefits accrued by the Appointee as of the date of his/her death.
- B. Disability – If, by reason of illness of physical or mental disability, the Appointee shall be unable to perform his/her duties, the University will continue to pay his/her salary and maintain his/her fringe benefits until such time as he/she shall be covered by the disability insurance program of the University.
- C. Termination for Cause
1. An Appointee’s employment by the University may be terminated for cause by the Appointee’s supervisor, in which event the University shall not be obligated to make any further payments to the Appointee other than the amount(s) accrued by the Appointee as of the date of termination.
 2. Cause shall include, but not be limited to, the following:
 - a. Appointee’s fraud, misappropriation, embezzlement, insubordination or other wanton, intentional, or willful misconduct, gross negligence, or;
 - b. Appointee’s material violation of any provision of this policy or policies of the University, or violation of any rule(s) of employee conduct as set forth in the policies and procedures of the University, or;
 - c. Appointee’s conviction of a felony.
- D. Termination Without Cause
1. Severance Pay – An Appointee’s employment by the University may be terminated without cause. If the University elects to terminate the Appointee without cause, written notice will be given to the Appointee. Following termination, the University will pay the Appointee severance pay. The amount of severance pay will be equal to two weeks of regular pay, plus benefits.

2. Release Benefit – In addition to the severance pay, which an Appointee is entitled to receive under this policy, if the University elects to terminate the Appointee without cause, following termination the University will pay the Appointee a Release Benefit in exchange for the Appointee signing an enforceable Waiver and Release Agreement, in a form acceptable to the University, pursuant to which the Appointee releases any and all rights or claims against the University. The consideration for this voluntary Waiver and Release Agreement shall be the Release Benefit to which the Appointee would otherwise not be entitled. The Release Benefit amount will depend upon the Appointee's total continuous time of service in an executive administrative position as defined by the following interval schedule:

Greater than	or	Equal to	Severance Pay Formula (*)
0 months		6 months	BMS x 3.0 x 1.30
6 months		1 year	BMS x 6.0 x 1.30
1 year		3 years	BMS x 9.0 x 1.30
3 years		5 years	BMS x 12.0 x 1.30
5 years		6 years	BMS x 18.0 x 1.30
6 years		unlimited	BMS x 24.0 x 1.30

Severance pay and any Release Benefit which becomes payable to the Appointee under this policy shall be payable in accord with the University regular payroll schedule. Severance pay and any Release Benefit are considered taxable income and are subject to applicable income tax withholding and payroll taxes.

- VI. Sick Leave – Sick leave for the Appointee will be administered according to University policy.

- VII. Vacation – An Appointee will be entitled to twenty-five (25) paid vacation days each fiscal year. This vacation is non-cumulative and must be used in the fiscal year earned or it is forfeited. An exception is that up to ten days may be carried over into the next fiscal year if the Appointee is unable to take all of his/her vacation time. The days carried over must be fully utilized within the first twelve weeks of the new fiscal year. If an employee is terminated without cause, any unused vacation pay is considered to be included as part of the severance pay as described in Section D-1. If an employee is terminated for cause, they shall be paid for unused eligible vacation per the following Vacation Allowance Accrual Schedule:

Vacation Allowance Accrual Schedule

Completed Months Worked Since
September 1 or Since Hire-Date
During the First Year

Vacation Allowance Hours

1	16 3/4
2	33 1/4
3	50
4	66 3/4
5	83 1/2
6	100
7	116 3/4
8	133 1/2
9	150
10	166 3/4
11	183 1/4
12	200