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OS 1.00  Policy on Applicability

This policy manual contains policies that apply to all UMUC staff employed in UMUC Asia or UMUC Europe. This policy manual does not apply to staff employed in UMUC Stateside and does not apply to UMUC faculty members. With respect to UMUC staff employed in UMUC Asia or UMUC Europe, this policy manual supersedes University System of Maryland Bylaws, Policies, and Procedures, Sections II and VII and the Human Resources and Administration sections of UMUC policies. This policy manual also supersedes any policy manuals in place in Asia and Europe with contrary policies, including but not limited to the Employee’s Guide.

For designated UMUC Asia/Europe locations, a supplemental policy manual may apply. If a supplemental policy manual applies, staff will be notified. If a supplemental policy manual is not consistent with the information contained herein, to the extent of the inconsistency, the supplemental policy manual supersedes the information contained in this policy manual.

In this policy manual, sometimes reference is made to UMUC Asia/Europe as a convenient way of referring to each and either of the overseas UMUC divisions. This policy manual applies to both UMUC Asia and UMUC Europe. It should be read to refer to either or both as the context may warrant, and by an employee to refer to the division in which he/she is employed.

The policy manual refers to the director, UMUC Asia/Europe and director of Human Resources, UMUC Asia/Europe in various places. As used in the policy manual, the terms director, UMUC Asia/Europe and director of Human Resources, UMUC Asia/Europe also refer to any person or position that succeeds the duty, authority, or responsibility assigned to the director, UMUC Asia/Europe and director of Human Resources, UMUC Asia/Europe.

Effort has been made to include all relevant policies in this document. However, this publication is not a complete statement of all policies, procedures, rules, regulations, and practices applicable to UMUC Asia/Europe. Changes or additions may be made to this policy manual from time to time.

This policy manual and its provisions do not constitute a contract with University of Maryland University College.

This policy manual comprises a separate section of the UMUC policies to be referred to as the Overseas Staff Human Resources Policy Manual. The policy manual has been developed and adopted in accordance with the University System of Maryland Policy VII-P1, amended September 9, 2005.

This policy manual took effect January 3, 2006 and was amended on August 1, 2006 and August 1, 2012.
OS 2.00  Policy on Assignment of Staff Employment Groups

I. Purpose & Applicability

To establish a policy that sets forth the staff employment groups for overseas staff in UMUC Asia/Europe.

II. Categories of Staff Employees

A. UMUC Asia/Europe shall have regular and contingent status staff positions referred to as overseas regular staff and overseas contingent III and contingent I staff respectively.

B. Overseas regular staff employment is regular status employment with UMUC Asia/Europe. Overseas regular staff employees are eligible for all benefits offered by UMUC Asia/Europe, based upon the terms and conditions of those benefits. Overseas regular staff positions will be designated as “exempt” or “non-exempt” pursuant to University System of Maryland policy, only for the purpose of managing retirement and benefits.

C. UMUC Asia/Europe may appoint staff employees to either overseas contingent I or overseas contingent III categories. See Section IV below for further information.

III. Appointment Documentation

A. Overseas regular and overseas contingent III staff will be hired through an appointment letter. Overseas contingent I staff will be hired through an employment contract.

B. All appointment letters and employment contracts will include, as applicable:

1. The appropriate employment status category,

2. The percentage of time worked,

3. The salary/hourly rate of pay,

4. The duties to be performed,

5. The initial date of employment,

6. That the employment is governed by this policy manual,

7. That employment with UMUC is governed by the law of the State of Maryland, and

8. For contingent I employees, i) the term of employment and if the employment is seasonal, intermittent, or if and when needed, and ii) that this policy manual is not incorporated into the employment contract.

IV. Policy on Contingent Status Employment

A. Contingent Status Categories

1. Overseas Contingent I Category
a) Overseas contingent I is reserved for contingent status employees whose term of employment is for one year or less, regardless of the percentage of time worked and regardless of whether it is seasonal, intermittent, or if and when needed in nature.

b) Overseas contingent I includes all part-time employees who work less than 50 percent of full-time employment.

c) Overseas contingent I employees may have their terms of employment renewed indefinitely and salary adjustments may be considered at the time of renewal.

d) Overseas contingent I employees, when appointed to an overseas regular position or overseas contingent III position, shall be in a probationary status in accordance with OS Policy 9.00.

e) Overseas contingent I employees shall not have grievance rights under any UMUC or University System of Maryland policy.

2. Overseas Contingent III Category

a) Overseas contingent III is reserved for contingent status employees whose term of employment is for more than six months; is on a full-time basis or on a part-time basis of 50 percent or more of full-time employment; and is not seasonal or intermittent or if and when needed in nature.

b) Overseas contingent III employees shall be entitled to service credit for the time served in this category if appointed without break in service to an overseas regular position when the employee has been in the either or both positions for the full probationary period set out in OS Policy 9.00.

c) Employees may participate in employee-only contribution tax deferred investment programs that are approved by the State of Maryland, USM, and as permitted by law and regulation.

d) Overseas contingent III employees shall have limited grievance procedures as set forth in this policy manual under OS 28.00.

B. All Contingent Status Employees:

1. Shall be covered by applicable equal employment opportunity and affirmative action laws and other applicable employee protection policies.

2. Shall have the applicable terms and conditions of employment set out in this policy manual.

3. Shall not be entitled to conversion of their employment to regular status employment while in the same position.

4. Shall not be required to be hired through the search and recruiting process applicable to regular status employees.
5. Shall be paid at a rate that at least meets the minimum of the pay range for the position.

6. Shall have required mandatory deductions via payroll deduction and have the required mandatory employer paid subsidies.

7. Shall be at-will employees subject to two weeks’ notice, or other longer notice as may be required by this policy manual or otherwise.
OS 3.00    Policy on Substance Abuse

I. Purpose & Applicability

To establish a policy for the prevention of substance abuse for all UMUC Asia/Europe staff.

II. Laws & Regulations

A. UMUC complies with federal and State of Maryland laws and military regulations where appropriate which regulate or prohibit the illegal possession, use of, or distribution of alcohol, illicit drugs, or controlled substances as defined pursuant to the Controlled Substances Act, 21 U.S.C. Sections 801, et seq. Unlawful manufacture, distribution, dispensation, possession, or use of controlled substances by UMUC staff members in the workplace is prohibited.

B. Violators of such laws will be subject to any legal penalties and/or prosecution in the courts under federal or State of Maryland law, military authorities on base, and/or host country law enforcement authorities. Staff found to be in violation of this policy may be subject to corrective action under applicable UMUC policies.

III. Programs

UMUC supports programs aimed at the prevention of substance abuse by UMUC staff. Staff are encouraged to seek assistance for substance dependency problems.
OS 4.00 Policy on Staff Conduct

I. Purpose and Applicability

To establish the policy for staff conduct for all UMUC Asia/Europe staff.

Staff are expected to perform their work efficiently and effectively and to be mindful of the public expectations of UMUC and their personal conduct in the military community and host country communities.

II. The basic guidelines for appropriate personal conduct of all staff include but are not limited to:

A. Staff will not seek or accept any personal advantage which might reasonably be interpreted as an attempt to influence them in the conduct of their UMUC duties;

B. Staff will not engage in activities outside their university employment which conflict with their required hours of work, job performance, or which might reasonably be considered to conflict with their UMUC obligations and responsibilities;

C. Staff are expected to satisfy all personal financial obligations, especially federal, state, and local taxes. This also includes personal financial obligations between any member of the U.S. military community and host country national;

D. Staff will exercise care in the use, staff, property, and funds entrusted to them. They will not use university time, facilities, or property for other than officially approved activities;

E. Staff will treat fellow staff members, members of the military community, and host country nationals with courtesy, respect, and dignity at all times. They will be mindful of UMUC policy on discrimination and harassment against fellow staff members and members of the U.S. military and host nation communities; and

F. Staff are subject to and will comply with the Maryland Public Ethics Act and other Maryland state laws addressing ethics and compliance.
OS 5.00       Policy on Overseas Recruitment and Selection

I. Purpose and Applicability

This policy defines the recruitment and selection philosophy for UMUC Asia/Europe. This policy applies to all UMUC Asia/Europe overseas regular, overseas contingent III, and overseas contingent I staff.

II. General

To ensure that UMUC Asia/Europe staff are individuals of the highest caliber and diverse backgrounds, recruitment, screening, and selection procedures shall be consistent with these goals and consistent with applicable regulations governing equal employment opportunity and affirmative action.

The Office of Human Resources for UMUC Asia/Europe is responsible for establishing appropriate search and selection procedures necessary to implement this policy.
OS 6.00    Policy on Employment of Family Members (Nepotism)

I. Purpose and Applicability

To establish the policy for all UMUC Asia/Europe staff which permits members of the same family or those with committed personal relationships to be employed by UMUC Asia/Europe.

II. General

Members of the same family, as defined below, are eligible for employment by UMUC Asia/Europe. However, a supervisor-subordinate relationship shall not exist between members of the same family. Members of the same family shall not assume the role of advocate or judge with respect to conditions of employment or promotion for each other.

III. Definition of a Family Member

For purposes of this policy, "members of the same family" means spouse; children; parent of employee or spouse; brother; sister of employee or spouse; grandparents or grandchildren of employee or spouse; aunts and uncles of employee or spouse; nephews and nieces of employee or spouse; brothers-in-law and sisters-in-law of employee or spouse; and sons-in-law and daughters-in-law of employee or spouse. “Members of the same family” also includes individuals involved in a committed personal relationship that is akin to a marital or familial relationship, such as parties living together or who have entered into committed partner relationships or who have undertaken to look after the well-being of another.

IV. Family Members Recommended to Work for the Same Supervisor

When members of the same family are recommended to work for the same supervisor, the arrangement shall be approved in advance by the appropriate director, UMUC Asia/Europe or designee. No such appointment of members of the same family may be made without such prior approval.

V. Development of a Supervisor/Subordinate Relationship after Employment

If a supervisor/subordinate relationship develops among members of the same family, the employees involved must notify the appropriate director, UMUC Asia/Europe or designee directly. UMUC Asia/Europe must take action to ensure that the supervisor-subordinate relationship does not exist; such action may include transfer, reassignment, or removal of one or more family members.
OS 7.00 Policy on Rehiring Overseas Regular Staff

I. Purpose & Applicability

To establish the standards for the rehiring of overseas regular staff.

II. Reinstatement of Overseas Regular Staff

A. Duration of Reinstatement Status: Former overseas regular staff are eligible for reinstatement status for three years from the date of separation from UMUC Asia/Europe or UMUC Stateside service.

B. Credit for Prior Service: An overseas regular staff member reinstated within three years to an overseas regular UMUC Asia/Europe staff position or to a regular position with UMUC Stateside shall receive full credit for prior UMUC Asia/Europe or UMUC Stateside service as it applies to service time, sick leave balance, and annual leave earnings rate.

C. Salary upon Reinstatement: The appropriate director, UMUC Asia/Europe or designee shall have the flexibility to authorize a salary for a position in UMUC Asia/Europe to be occupied by an individual eligible for reinstatement.

III. Reemployment for Overseas Regular Staff

A. A former UMUC Asia/Europe overseas regular staff member who returns to service after a break in service of more than three years shall be considered a new staff member and is subject to the probation provisions contained in O.S. 9.00.

B. For individuals who are reemployed as new staff members, prior service, exclusive of the period of separation from service, shall be used only to determine the rate of annual leave earnings for staff.
OS 8.00 Policy on Staff Development

I. Purpose and Applicability

The purpose of this policy is to establish guidelines for staff development for overseas regular and overseas contingent III UMUC Asia/Europe staff members.

II. Attendance at Development Functions

A staff member wishing to attend a staff development function related to their specific area of expertise should submit a written request to their supervisor at least 90 days in advance, if practical. Requests are reviewed by the director, UMUC Asia/Europe or designee and are evaluated based on the availability of funds, the return a staff member would receive in terms of job performance, and the benefit result to UMUC Asia/Europe.
OS 9.00 Policy on Probation for Overseas Staff Members

I. Purpose and Applicability

The purpose of this policy is to establish that overseas regular and overseas contingent III staff shall serve a trial period at work in order to demonstrate their ability to perform the duties and fulfill the responsibilities of their positions. This policy applies only to overseas regular and overseas contingent III staff (collectively referred to as “staff” in this policy).

II. Definition

Probationary period: A trial period of work following original appointment to a staff position or following reinstatement or transfer (promotion, lateral, or a demotion).

III. Length of Probation for Staff

A. The probationary period shall be six months

B. Upon the request by the supervisor, the director UMUC Asia/Europe or designee may extend the probationary period an additional six months. Notice of extended probation will be given at least 30 days prior to the end of the probationary period.

C. The probationary period is not served if the staff member’s position is reclassified or if the staff member resigns.

IV. Shortened Probationary Period

Upon the recommendation of a department head, a probationary period for a staff member may be shortened to no less than three months.

V. Use of Leave during Probationary Period

During the original probationary period, staff accrue annual leave, but are not able to use the annual leave until the completion of the initial six months of service or completion of the initial probationary period, whichever comes first.

VI. Rejection during Probationary Period

A. During the probationary period, the department head may, at his/her discretion, reject a staff member with 30 calendar days written notice. The written notice shall advise the staff member of the right to appeal. The notification period requirement does not apply if the rejection is for cause. Also, the 30 days’ notice requirement set forth above may be shortened by UMUC Asia/Europe if appropriate in response to requirements, requests, or the actions of the Department of Defense or its components as they may affect UMUC Asia/Europe’s military contracts.

B. Rejection on probation may be appealed under the OS Policy 28.00 on grievances for staff for review only of compliance with this policy.
OS 10.00  Policy on Performance Appraisal

I. Purpose and Applicability

This establishes the policy for annual performance appraisal of overseas regular and overseas contingent III staff (collectively referred to as “staff” in this policy) at the end of their probationary periods and annually thereafter.

II. Performance Appraisal Process

A. UMUC Asia/Europe shall develop a performance appraisal process that involves:

1. A discussion of expectations between the supervisor and the staff at the beginning of the rating period;

2. Communication and feedback throughout the year; and

3. A discussion between the supervisor and the staff at the end of the rating period on achievements and methods for improvement.

B. A performance appraisal shall be conducted at the end of the probationary period and at least annually thereafter.
OS 11.00  Policy on Salary Increases

I. Purpose and Applicability

It is the policy that overseas regular and overseas contingent III staff (collectively referred to as “staff” in this policy) may be eligible to receive salary increases based on performance, salary structure adjustments, completion of probationary period, or promotion.

II. Performance Based Salary Increases

Salary increases are subject to the recommendation of the supervisor and are based on the results of the staff member's performance appraisal; they are not automatic. Inefficiency, excessive absenteeism, and tardiness are among reasons why a staff member may not be granted a pay increase. The director UMUC Asia/Europe will review all salary increases.

III. Other Salary Increases

A staff member may be eligible to receive a salary increase based on an adjustment to the salary structure to which his/her position is assigned, upon promotion, or upon reclassification.
OS 11.10  Policy on Salary Increases for Additional Education

This policy applies to overseas regular staff, overseas contingent III staff, overseas regular collegiate faculty, and overseas non-regular faculty. The salary increases mentioned in this policy apply to degrees awarded on or after the effective date of this policy.

Eligible staff and faculty shall be awarded an increase of $1,000 in the base annual salary upon completion of each of: i.) the first bachelor’s degree, and ii.) the first master’s degree, and iii.) the first doctoral degree.

The degree must be awarded by a regionally accredited or equivalent institution.

The increase will become effective the first pay period following the receipt by the Office of Human Resources of the appropriate HR action form and copy of the employee’s transcript or other official document which indicates the specific degree and the date the degree was awarded.

This policy is effective April 17, 2006.
OS 12.00 Policy on Work Schedules

I. Purpose & Applicability

The purpose of this policy is to establish work schedules for all UMUC Asia/Europe staff.

II. Standard Work Hours

For overseas regular and overseas contingent III staff, the standard workweek is 40 hours. A normal workday is eight hours plus a lunch break of one hour. All staff members in these categories must be at work during “core” office hours (see below) at the location they are assigned to work. Offices should be staffed throughout the workday when two or more staff members work in an office. For overseas contingent I staff, the standard workweek is determined by the staff member’s supervisor.

III. Flexible Time Schedules

A flexible time schedule is in effect from 0700 to 1700, Monday through Friday. All UMUC Asia/Europe overseas regular and overseas contingent III staff members must be present during the “core” office hours of 0900 to 1600. Staff may request a flextime work schedule. Flextime requests must be made in writing to and approved by the staff member's supervisor and also approved by the director of Human Resources, UMUC Asia/Europe or designee before a staff member can change his/her work schedule.

IV. Work Breaks:

A. Lunch Breaks: Each staff member is encouraged to take one hour for lunch during the period between 1130 and 1400 if their shift schedule is equal to eight hours or more. Individual lunch schedules should be arranged so that all offices are staffed throughout the lunch period.

B. Other Breaks: Breaks are intended to let staff take a brief rest from their work. Normally, staff have one 15-minute break in the morning and one 15 minute break in the afternoon if their shift schedule is equal to eight hours or more. All staff, if they choose, are free to take a break. At the same time, however, staff have the obligation not to use break time excessively or inappropriately. The following break rules apply:

1. Breaks are not to be taken soon after the start of the work day or just before closing time;
2. Breaks cannot be used to shorten the workday;
3. Breaks are not cumulative;
4. Breaks cannot be added to the lunch hour;
5. Breaks cannot be used to cover tardiness;
6. Breaks can be taken only at the arranged time;
7. Breaks should only be taken when there is another available staff member to cover the office; and

8. Smoking is not an acceptable reason for taking longer or more frequent breaks.

V.  

Time Sheets

A. Each staff member is required to maintain a daily attendance record (i.e., a “timesheet”). At the end of the month, the staff member and supervisor sign the form certifying that the attendance record is correct. To ensure accuracy, staff should keep attendance records up-to-date by entering their hours of work each day. The various categories on the time sheet are to be reported to the nearest half hour.

B. Submission of Time Sheets:

1. Overseas regular and overseas contingent III staff (other than field representatives, field monitors, and computer lab staff) time sheets are due to the Office of Human Resources before the fifth work day of the following month, or such other date as UMUC Asia/Europe may announce.

2. Overseas contingent I staff must submit their timesheets by the close of business on the fifteenth day of each month, or such other date as UMUC Asia/Europe may announce.

3. If a staff member’s time sheet is not received in a timely manner, the staff member may be subject to disciplinary action.

VI. Working beyond the normal work schedule

A. Hourly paid UMUC Asia/Europe staff shall work beyond the normal work schedule only with the advance approval of the staff member’s immediate supervisor. That approval will indicate whether additional pay at the regular hourly rate or compensatory time (hour for hour) will be afforded for the additional time worked.

B. Salaried UMUC Asia/Europe staff are expected to work beyond the staff member’s normal work schedule as required to perform their functions. However, in limited unusual or emergency situations with the advance approval by the staff member’s immediate supervisor, such staff employees with a pay grade of 1 or 2 may be credited with compensatory time on an hour for hour basis. Staff employees with a pay grade of 3 or higher are not eligible for compensatory time. In extraordinary circumstances, a supervisor may request approval of the director, UMUC Asia/Europe for a staff member who is authorized to earn compensatory time to be paid in lieu of accumulating compensatory time hours. Such approval is at the discretion of the director, UMUC Asia/Europe or designee. If approved, such payment shall be on an hour for hour basis.

C. Accumulated compensatory time may not exceed a total of ten days and must be taken within six months from the date earned. Compensatory time must be taken before
termination of employment and with the approval of the staff member’s supervisor. UMUC will not compensate staff members for unused compensatory time.

D. Commencement Time: Overseas staff are expected to assist at UMUC Asia/Europe’s annual commencement exercises conducted in their geographical area. To compensate for these additional hours, the following will apply: i.) Contingent I hourly paid staff will be paid at their regular hourly rate for the actual hours worked; ii.) Overseas regular and overseas contingent III staff who either work or participate in commencement receive commencement time equivalent to one work day or actual hours worked, whichever is greater. This “commencement day” must be used prior to the end of the calendar year in which the commencement was held and taken with the approval of the staff member’s supervisor.

VII. Staff Eligible for Fair Labor Standards Act Coverage

Notwithstanding this policy, the U.S. Fair Labor Standards Act may apply to staff that are located in the United States or other geographic areas in which the terms of that act apply.
OS 13.00    Policy on Emergency Conditions

I. Purpose and Applicability

This policy governs work and the use of leave in the event of an emergency condition. This policy applies to all staff members.

II. Extreme Weather Conditions for UMUC Asia

A. During extreme weather, the installation commander may announce through local military radio or television that only mission essential personnel are to report for work. An official “closedown” announcement usually occurs when a typhoon is in Condition of Readiness (COR) #1, or when flooding, ice, and/or snow have created extremely dangerous road conditions. Should staff members be unable to report for work or be excused early, overseas regular and overseas contingent III will be placed on administrative leave with pay. (Note: Staff members who are using annual leave, compensatory time, sick leave, or leave without pay are not eligible for this administrative leave with pay.)

B. During extreme weather conditions, all non-essential staff members should not report to work until notified that it is safe to resume normal activities.

III. Extreme Weather Conditions for UMUC Europe

A. During extreme weather, local military stations in Europe (radio, television, and emergency phone centers) may announce “green,” “amber,” or “red” road conditions. Should staff members be unable to report for work, arrive late, or be excused early, overseas regular and overseas contingent III will be placed on administrative leave with pay when traffic delays are expected during code “amber” or code “red” road conditions. (Note: Staff members who are using annual leave, compensatory time, sick leave, or leave without pay are not eligible for this administrative leave with pay.)

B. Staff are reminded that base commanders often make announcements regarding school closings. These announcements do not necessarily apply to UMUC offices. Staff should check with their supervisor to confirm whether they are required to report to work.
OS 14.00  Policy on Noncombatant Emergency Operation (NEO)

I. Purpose and Applicability

This policy establishes UMUC Asia’s Noncombatant Emergency Operation program. This policy applies to all UMUC Asia staff.

II. The Noncombatant Emergency Operation

The Noncombatant Emergency Operation (NEO) is a program aimed at United States citizens and their family members living in foreign countries. This is a plan that was developed jointly with agencies within the U.S. State Department, U.S. Department of Defense, and local U.S. military installations to assist U.S. citizens and their legal dependents in preparing for and responding to emergencies. Such emergencies may range from natural disasters (e.g., earthquakes, floods, typhoons) to armed conflict, which may require evacuation of personnel to safe areas outside the country to which they are assigned.

III. NEO Office

Each U.S. military installation overseas has a NEO office that coordinates NEO activities for military and civilian personnel assigned to that installation. Individual organizations within each installation are responsible for establishing internal NEO units and coordinating with their installation’s NEO office. UMUC Asia’s NEO unit is primarily responsible for all regular staff members sponsored by UMUC Asia. Staff members not sponsored by UMUC Asia would fall under their sponsor’s NEO unit. Host country citizens and certain individuals of third-country nations would be under the care of the host nation and guided by a domestic host-nation emergency plan.

IV. NEO Packets

The NEO program requires each staff member sponsored by UMUC Asia to prepare and maintain one NEO packet per family. NEO packets consist of passports, birth certificates, a marriage certificate, and specific NEO forms. The Office of Human Resources at Yokota and/or local Area Director Offices will provide the forms and guidelines required for preparing and maintaining NEO packets. It is the responsibility of each staff member sponsored by UMUC Asia to maintain her/his own NEO packet. This will require regular updating of existing information and adding new documents to the NEO packet. The military authorities and/or UMUC Asia will conduct periodic inspection of UMUC Asia staff and core faculty NEO packets to ensure compliance.
OS 15.00   Policy on Reimbursement of Expenses

I.   Purpose and Applicability

The purpose of this policy is to establish a reimbursement procedure for UMUC Asia/Europe staff for approved expenses incurred while operating in the scope of their employment. For example, approved expenses incurred when an employee is on an approved temporary duty assignment.

II.   Staff traveling on university business are eligible for the following:

A.   Normal salary for periods of work.

B.   Approved reimbursable expenses on the basis of an approved expense voucher. Reimbursable expenses include meals, lodging, taxi fares, bus fares, train fares, and expressway toll charges. Receipts MUST be submitted along with an expense voucher in order to receive reimbursement.

C.   Meals are reimbursed at a standard rate that is established and changed from time to time. Staff should check with the UMUC Asia/Europe Business Office for the current per diem reimbursement rates.

III.   The staff member’s supervisor must approve all expense vouchers submitted. The comptroller reviews all expense vouchers. (Note: If your reimbursable expenses are less than $10.00, include them in a later expense voucher.) All expense vouchers must be submitted before fiscal year-end close of business (June 30) for expenses incurred within that fiscal year. If you have any questions about travel advances or travel reimbursement, please call the UMUC Asia/Europe Business Office.

IV.   Moving Expenses

A.   The director, UMUC Asia/Europe or designee may authorize the payment of relocation expenses for overseas regular staff when it is deemed to be in the interest of UMUC Asia/Europe to do so.

B.   The payment may include relocation expenses of personal belongings, including reasonable packing and unpacking charges.

C.   Military postal facilities shall be the only means used for the relocation of personal belongings.

D.   Nothing in this policy requires the payment of relocation expenses.
OS 16.00    Policy on Annual Leave for Overseas Regular and Contingent III Staff Members
(Updated 07/01/12)

I. Purpose and Applicability

The Purpose of this policy is to establish accruals, usage, and payment of annual leave. This policy applies to overseas regular and contingent III staff (collectively referred to as “staff” in this policy).

II. Overseas Regular and Overseas Contingent III

A. Effective July 1, 2010, overseas regular and contingent III employees will accrue annual leave based upon the following schedule (staff hired prior to January 1, 2006, see D below):

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<th>Years of Service</th>
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<tr>
<td>9-20</td>
<td>22</td>
</tr>
<tr>
<td>21 or more years</td>
<td>25</td>
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</tbody>
</table>

B. Staff begin to accrue annual leave at the start of employment. Use of annual leave is subject to OS Policy 9.00.

C. Staff are not permitted to take leave during the official registration period. Staff should limit annual leave usage to a maximum of two weeks at a time. Exceptions may be made with prior supervisor approval.

D. Staff who, as of January 1, 2006, were entitled to accrue annual leave in excess of II.A shall continue to accrue leave consistent with the prior accrual plan until the next stage of accrual is reached.

E. Effective July 1, 2012, overseas senior management staff will earn 22 days of annual leave per calendar year which shall accumulate on a monthly basis from the beginning of employment. Beginning with the 21st year of USM/UMUC and/or State of Maryland employment, annual leave shall be earned at the rate of 25 days per calendar year.

1. Overseas senior management staff is defined as employees who hold a position of grade 006 or higher.
III. Part-time Staff Accruals

Part-time staff members working 50 percent or more (20 hours per week or more) will earn annual leave on a pro-rated basis.

IV. Payment of Leave

A. A staff member may not take annual leave to exceed the amount accrued up to the time of actually taking the annual leave.

B. Payment for unused accrued annual leave is authorized only at the time of a staff member's separation from UMUC.

V. Leave Transfer

A. Annual leave shall transfer when an overseas regular staff member transfers without a break in service to i.) an overseas regular position within UMUC Asia/Europe, ii.) a regular position within UMUC Stateside, or iii.) a regular position in another institution within the USM, subject to the policies and practices applicable to that institution.

B. Annual leave shall transfer when an overseas contingent III staff member transfers without a break in service to i.) another contingent III or overseas position within UMUC Asia/Europe, or ii.) a regular position within UMUC Stateside.

VI. Credit for Prior Service

Unused annual leave accrued at UMUC or another USM institution will be credited when an employee transfers to an overseas regular or contingent III staff position.

VII. Leave Carryover

A maximum of 50 days (400 hours) of accumulated annual leave may be carried into the next calendar year. For part-time staff, this amount is pro-rated.

VIII. Use of Leave following Termination

In the event that a staff member is involuntarily separated from UMUC Asia/Europe and a notice period is required under this policy manual, UMUC Asia/Europe may require that the staff member apply any and all accumulated annual leave during the notice period.
OS 17.00  Policy on Sick Leave

I. Purpose and Applicability

This policy governs the accrual and use of sick leave and applies to overseas regular and overseas contingent III staff (collectively referred to as “staff” in this policy).

II. General

A. Sick leave is paid leave granted to staff in an effort to provide some protection against the loss of earnings due to absences for health reasons.

B. Full-time staff shall earn sick leave at the rate of 15 workdays per year. Part-time staff who are appointed at least 50 percent time shall earn sick leave on a pro-rated basis. Sick leave is accumulated and carried forward from year to year without limit.

C. Staff may request that their illness, injury, or disability occurring during a period of annual or personal leave be charged to sick leave. Verification of such illness, injury, or disability may be required by the director, UMUC Asia/Europe or designee as provided in section IV of this policy.

D. Sick leave shall transfer when staff transfer without a break in service to another overseas regular or overseas contingent III position within UMUC Asia/Europe, a regular position within UMUC Stateside, or for overseas regular staff to another institution within the USM, subject to the policies and practices applicable to that institution.

E. Provided sufficient sick leave has been accrued, use of sick leave shall be granted by the director, UMUC Asia/Europe or designee when an employee is absent because of:

1. Illness, injury, or disability of the staff member.

2. A pre-scheduled and approved or emergency medical appointment, examination, or treatment for the staff with an accredited, licensed, or certified medical provider listed in section IV.C. of this policy that cannot be scheduled during non-work hours.

3. Illness or injury in the staff member’s immediate family and medical appointments, examinations, or treatments for the immediate family member with an accredited, licensed, or certified medical provider listed in section IV.C. of this policy that cannot be scheduled during non-work hours. For doctor appointments that cannot be scheduled during non-work hours, staff shall make every effort to schedule the appointment either at the beginning or the end of the scheduled work day in order to reduce time away from work.

   a) Immediate family as used in this section of the policy shall mean a spouse, child, step-child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, or legal dependent of the employee irrespective of residence. Use of sick leave shall also be granted to care for any other relative who permanently resides in the staff member’s household for whom the employee has an obligation to provide care. The director, UMUC Asia/Europe or designee may require a staff member to
provide certification by a medical provider listed in section IV.C. of this policy to demonstrate this obligation or to authenticate the need for the employee to care for the ill family member.

b) Up to 15 days of accrued sick leave may be designated during any one calendar year for medical care of a family member.

4. Death of a relative

a) For the death of a close relative, the director, UMUC Asia/Europe or designee shall grant the use of up to seven days of accrued sick leave. If the death of a close relative requires an employee to travel requiring staying away from home overnight, upon request the director, UMUC Asia/Europe or designee shall grant the use of up to a maximum of five additional days of accrued sick leave for this purpose.

b) Close relative as used in this section of this policy shall mean a spouse; child; step-child; mother; father (or someone who took the place of a parent); mother-in-law; father-in-law; grandparent of the employee or spouse; grandchild; son-in-law; daughter-in-law; brother; sister; brother-in-law; sister-in-law; or other relative who permanently resided in the staff member’s household.

c) The director, UMUC Asia/Europe or designee shall grant the use of up to a maximum of one day of sick leave for reasons related to the death of the employee's or their spouse's aunt, uncle, niece, or nephew.

5. Pregnancy-related disabilities, childbirth, and immediate recovery therefrom.

a) A female staff member may request the use of accrued sick leave for any period of time related to temporary disability during pregnancy or related to childbirth and immediate physical recovery therefrom.

b) Staff shall keep the director, UMUC Asia/Europe or designee informed of any changes to her condition which affect the length of time that she will need to be away from work.

c) A male employee may request up to 15 work days of accrued paid sick leave to care for his biological child immediately following the birth of the child. The director, UMUC Asia/Europe or designee shall grant the employee’s request if the employee has furnished satisfactory documentation of the child’s birth.

6. Adoption of a child

a) Up to a maximum of 30 days of accrued sick leave may be used to care for a child immediately following placement of the child with the staff member for adoption. Sick leave is only available in connection with a formal adoption and shall be granted only if the employee making the request is the person having primary responsibility for furnishing the care and nurture of the adoptee. In the event that both parents are
UMUC Asia/Europe staff members, sick leave to care for the child, as provided under this section, is available to only one parent.

b) The director, UMUC Asia/Europe or designee shall grant the employee's request if the employee has furnished satisfactory documentation of an adoption agreement.

F. Staff who return to a leave-eligible position within three years of separation shall have the unused sick leave earned during the prior service restored.

III. Directed Use of Sick Leave/Medical Examinations

A. The director, UMUC Asia/Europe or designee may direct staff to use accrued sick leave if he determines that a staff member is unable to perform the responsibilities of his/her position due to illness, injury, or disability.

B. During either active work status or any type of employee-related sick leave, a staff member may be required to undergo a medical examination(s) and evaluation(s), and may be required to provide verification of fitness for duty as directed by the director, UMUC Asia/Europe or designee to ascertain whether the staff member is able to regularly and routinely perform the responsibilities of his/her position.

1. If the examination is conducted by a physician selected by UMUC Asia/Europe, UMUC Asia/Europe shall bear the costs of such medical examination. The staff member may, however, see his/her own physician at his/her own cost.

2. If the examination(s) reveal that a staff member is unable to regularly and routinely perform the responsibilities of his/her position, action may be taken by the director, UMUC Asia/Europe or designee in accordance with policies on voluntary separation, termination, reasonable accommodation, modified duty, or disability retirement, if applicable.

3. In cases where there is a conflict between the evaluation, prognosis, diagnosis, or recommendation of the employee's personal health care provider and the physician selected by UMUC Asia/Europe, the director, UMUC Asia/Europe or designee may choose which health care provider's report to follow or may require subsequent medical examinations and evaluations in deciding what steps should be taken regarding the staff member's sick leave status or continued employment. If subsequent medical examinations and evaluations are required, the expense of such shall be borne by UMUC Asia/Europe. The decision of the director, UMUC Asia/Europe or designee is final.

IV. Verification of Absences Charged to Sick Leave

A. In order to verify that the staff member's use of sick leave is in accordance with this policy, to assure medical attention for a staff member or to prevent the abuse of sick leave usage, the director, UMUC Asia/Europe or designee may require a staff member to submit verification of the use of accrued sick leave, advanced, or extended sick leave. Examples of abuse of sick leave may include but are not limited to the following:
1. When an employee has a consistent pattern of maintaining a zero or near zero sick leave balance without documentation of the need for such relatively high utilization;

2. Unusual absence patterns such as Monday/Friday, the before and/or the day after a holiday; and/or

3. When an employee schedules excessive doctor’s appointments during work hours.

B. Verification may include but may not be limited to:

1. A written statement from the medical provider (as listed in section IV.C. of this policy) indicating that the staff member is required to be absent from work due to illness;

2. The duration of absence from work;

3. Prognosis of staff member's ability to return to work;

4. Title and original signature of an accredited, licensed, or certified medical provider; and

5. Any other information necessary to verify that the employee's use of sick leave is in accordance with this policy.

C. Medical verification as outlined in this policy may be obtained by an accredited Christian Sciences practitioner, or by the appropriate of any of the following licensed or certified medical providers:

1. Physician;

2. Physical therapist;

3. Clinical psychologist;

4. Dentist;

5. Oral surgeon;

6. Chiropractor;

7. Podiatrist;

8. Certified nurse practitioner;

9. Certified nurse-midwife; or

10. Licensed certified social worker - clinical.

V. Advanced Sick Leave for the Employee’s Own Illness

A. A staff member who sustains a temporary, recoverable illness, injury, or serious disability may request advance use of sick leave subject to the following four conditions:
The staff member shall:

1. Have completed six months of continuous UMUC Asia/Europe service;
2. Have completed an original probation period, if applicable;
3. Have exhausted all other types of accrued leave; and
4. Have a satisfactory record of sick leave usage and work performance.

B. Advanced sick leave shall be granted in only extraordinary circumstances and is not an entitlement. The granting of requests for advanced sick leave shall be at the discretion of the director, UMUC Asia/Europe or designee.

C. Advanced sick leave shall not be granted in instances where the illness, injury, or disability occurred on the job and the employee has been granted accident leave or temporary total disability benefits by an entity with responsibility for managing or insuring workers compensation matters.

D. Written requests for advanced sick leave shall be submitted to the director, UMUC Asia/Europe or designee and shall be supported by written verification by an accredited, licensed, or certified medical provider as outlined in sections IV.B. and IV.C. of this policy.

E. Sick leave may be advanced at the rate of 15 work days per year of service to a maximum of 15 work days in any one calendar year. The director, UMUC Asia/Europe may approve a longer sick leave up to the maximum number of days per year based on the employee’s service when extraordinary circumstances exist and warrant the granting of such leave.

F. The use of advanced sick leave constitutes a debt for which payment shall be enforceable upon the staff member’s return to work or upon the staff member’s separation from employment, whichever is earlier. Upon return to work, the minimum rate of payback for advanced sick leave shall be at one-half the rate that sick leave and annual leave is earned. A staff member may elect to pay back advanced sick leave by applying any earned leave or by reimbursing the UMUC Asia/Europe with cash.

G. Annual, sick, and holiday leave earned credited while on advanced sick leave shall be applied as earned/credited.

H. Additional requests for advanced sick leave will not be granted until all previously granted advanced sick leave has been repaid. The only exception to this provision is in cases where the maximum amount of advanced sick leave had not been requested originally and additional advanced sick leave, consecutive to that already granted, is needed to cover the staff member’s continued absence arising from the original illness, injury, or disability.

I. The director, UMUC Asia/Europe or designee may refer a staff member who is on advanced sick leave as follows:

1. The staff member may be referred to a UMUC Asia/Europe-named physician for periodic examinations to determine the nature and extent of the illness, the staff member’s
progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.

2. If there is a conflict between the staff member’s physician and the UMUC Asia/Europe-named physician, the provisions of section III.B.3. shall apply.
OS 18.00  Policy on Accident Leave

I. Purpose and Applicability

The purpose of this policy is to establish eligibility for and administration of accident leave. This policy applies only to overseas regular, overseas contingent III, and overseas contingent I staff (collectively referred to as “staff” for the purpose of this policy) that are subject to and covered by Maryland’s Injured Workers Insurance Fund (IWIF).

II. General

Accident leave is leave with two-thirds of the staff member’s regular pay that is granted to a staff member who sustains an accidental injury if i.) it is determined to be compensable according to the Maryland Workers' Compensation Act and ii.) a physician examines the staff member and certifies that the staff member is disabled because of the injury. A staff member receiving work-related accident leave shall continue to accrue leave, seniority, and shall not be denied health care benefits with the subsidy allowed by the university, if applicable, solely because of the use of accident leave.

III. Administration

A. Employee's First Report of Injury: The injured staff member or someone on the staff member's behalf shall provide the following to the staff member's immediate supervisor or the director of Human Resources, UMUC Asia/Europe or designee:

1. Oral or written notice immediately after the injury occurs; and
2. Within three work days after the injury occurs, a physician's written certification that the staff member is disabled by the injury.

B. Supervisor's Report: Upon having knowledge of a staff member's injury, the supervisor of the injured staff member shall immediately notify the director of Human Resources, UMUC Asia/Europe or designee and forward to that office within two days following the injury a supervisor's report of employee's injury.

C. Institution Reports: The director of Human Resources, UMUC Asia/Europe or designee, upon receipt of the supervisor's report, shall:

1. File an IWIF employer's first report of injury;
2. Inform the injured staff member, or someone on the staff member's behalf, of the staff member's right to file a claim with the Maryland Workers' Compensation Commission; and
3. Determine if the injury would likely be compensable under the workers compensation statute.

D. Period of Accident Leave: Having made the determination that the injury would likely be compensable under the Maryland worker's compensation statute, UMUC Asia/Europe shall grant accident leave to a staff member beginning on the first day of absence from work.
because of the disability. Accident leave shall be terminated on the earlier of i.) the date that the staff member is able to return to his/her official duties, or modified duties designated by UMUC Asia/Europe as certified in writing by a physician, or ii.) six months from the date of disability.

E. Leave for Continuing Treatment: If the staff member returns to his/her official duties or modified duties designated by UMUC Asia/Europe, prior to six months following the date of the disability, accident leave may be granted for continuing treatment, as certified in writing by a physician selected by UMUC Asia/Europe, for a period up to six months following the date of the disability.

F. Additional Six Month Leave: Accident leave may be granted for up to an additional six months if a physician selected by UMUC Asia/Europe certifies that the staff member continues to be disabled.

G. Notice of Non-compensability: Notwithstanding the above provisions D, E, and F, accident leave shall terminate on the date UMUC Asia/Europe receives notice that the injury has been determined to be non-compensable from i.) the Worker’s Compensation Commission, or ii.) in the absence of a determination from the Worker’s Compensation Commission from the IWIF.

H. Reimbursement by Staff Member to UMUC Asia/Europe: If UMUC Asia/Europe receives notice of non-compensability as specified under paragraph G above, UMUC Asia/Europe shall correct the staff member’s leave record to reflect a conversion of any accident leave that was granted in advance of the notice to leave with pay or, if the staff member does not have accrued leave with pay, to leave without pay. The staff member shall be obligated to reimburse UMUC Asia/Europe for any accident leave advanced under this policy for an injury that is subsequently determined to be non-compensable.

IV. Temporary Total Benefits

A. An injured staff member may be entitled to temporary total benefits for loss of wages according to the Maryland Workers' Compensation Act only after all available accident leave and sick leave has been used. After the injured staff member has used all available accident leave and sick leave, and does not elect to receive temporary total benefits, the staff member may use other available leave with pay, including accrued annual leave, compensatory leave, and holiday leave.

B. If no leave with pay is available, the staff member will be placed on a leave of absence without pay. The combination of leave with pay and leave without pay shall not exceed two years.

V. Medical and Hospital Expenses

Medical and hospital expenses may be paid on behalf of an injured staff member according to the Maryland Workers' Compensation law.

VI. Medical Evaluation
IWIF or UMUC, or both, may refer an injured staff member to a physician(s) for periodic examinations to determine the nature and extent of the injury, the staff member’s progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work. When referring a staff member to a physician, UMUC Asia/Europe shall file with IWIF a report stating the circumstances of referral and the physician's prognosis.

VII. Subrogation

If someone other than the staff member or UMUC Asia/Europe causes an injury for which work-related accident leave is taken, UMUC Asia/Europe, after notice to the injured staff member, shall be subrogated to the rights of the staff member to the extent of any compensation paid or owed. If i.) within 90 days after the staff member receives such notice from UMUC Asia/Europe, the staff member fails to enforce a claim against the third person, or ii.) within a reasonable time after giving UMUC Asia/Europe notice of intent to enforce the claim against such third person, the staff member fails to take action to enforce the claim, UMUC Asia/Europe in its own name and for its own benefit may bring or join in an action against such third person.
OS 19.00     Policy on Leave for Legal Actions

I. Purpose and Applicability.

To establish a leave category called legal action leave for overseas regular and overseas contingent
III staff (collectively referred to as “staff” in this policy) which permits staff, under certain
circumstances, to be absent from duty without loss of any pay or without charge to the staff’s
accrued leave.

II. General

A. A staff member who is summoned to appear in a court action, before a grand jury, before an
administrative agency, or for a deposition, and is neither a party to the action nor a paid
witness, may be absent from the job without loss of pay or charge to any leave.

B. If a staff member is a paid witness in such an action, the absence may be charged to
appropriate leave, or the staff member may be granted a leave of absence without pay if the
staff member does not have sufficient leave to cover such an absence. If the staff member
merely receives the nominal court witness payment, the staff member may endorse the check
to UMUC Asia/Europe and not have the period charged against leave.

C. In either case, upon request, the staff member shall provide documentation to verify
attendance.
OS 20.00  Policy on United States Armed Services Military Leave

I. Purpose and Applicability:

To establish a leave category called United States armed services military leave for overseas regular and overseas contingent III staff (collectively referred to as “staff” in this policy).

II. A staff member who is a member of the organized militia of the Army, Navy, Air Force, Marine, or Coast Guard Reserve of the United States of America or of any of the subdivisions thereof, shall be entitled to a leave of absence for military training or for call to active duty during a national or international crisis for a period of no more than 15 work days (pro-rated for part-time personnel) in any calendar year without loss of pay or charge to any leave.

III. Beyond the 15 work days set forth above, staff members may use any accumulated leave during their military leave.

IV. When staff members exhaust their military and other leave, UMUC Asia/Europe will follow the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

V. A staff member wishing to take military leave should notify his/her immediate supervisor in writing at least 30 days prior to the start of his/her leave. Staff members are also encouraged to contact the director of Human Resources, UMUC Asia/Europe or designee to discuss the details of the leave and the impact on current and future benefits.

VI. UMUC Asia/Europe staff will receive any military leave that is granted to Maryland state employees through Maryland state legislation or regulation.
OS 21.00 Policy on Family and Medical Leave

I. Purpose and Applicability

This policy establishes a category of leave for family-related reasons and sets out the procedures for taking family and medical leave. This policy applies to overseas regular and overseas contingent III staff (collectively referred to as “staff” in this policy).

II. Family and Medical Leave

A full-time or part-time (50 percent or more of full-time) staff member with at least one year of service with UMUC Asia/Europe and Stateside in a staff position may be entitled to family and medical leave. Maximum family and medical leave cannot exceed six workweeks (a maximum of 30 work days) during a 12 month period for full-time staff. Part-time staff members working 50 percent or more are eligible for a pro-rated share of the six workweek maximum. Family and medical leave may be used for the birth, adoption, or care of a child, serious illness of an immediate family member, or the serious illness of the staff member. Family and medical leave is an unpaid leave.

III. Documentation

Documentation must be presented (e.g., a physician's statement) indicating the exact periods of disability or illness that results in the staff member's absence from work. Conditions for this leave must be discussed and approved by the supervisor and the director of Human Resources, UMUC Asia/Europe prior to the required absence.

IV. Use of Accrued Leave

The staff member may be required to use any accumulated sick leave, compensatory time, or annual leave during the family and medical leave period. If the staff member's paid leave is not enough to cover the required absence, the balance will be unpaid leave.

V. Directed Use of Family and Medical Leave

In the event that a staff member requests leave for an event that is subject to a possible family and medical leave, UMUC Asia/Europe may direct and require that the staff member take family and medical leave.

VI. Termination of Employment

The granting of family and medical leave under this policy will not prevent UMUC Asia/Europe from initiating termination proceedings during the period of leave if necessary.

VII. Staff Eligible for Family and Medical Leave Act Coverage

Notwithstanding this policy, the U.S. Family and Medical Leave Act may apply to staff that are located in the United States or other geographic areas in which the terms of that act apply.
OS 22.00  Policy on Administrative Leave with Pay

I. Purpose and Applicability

To establish a leave category called administrative leave that permits overseas regular and overseas contingent III staff (collectively referred to as “staff” in this policy) under certain circumstances to be absent from duty without loss of any pay or without charge to accrued leave.

II. Emergency Conditions

Administrative leave may be granted when emergency conditions exist (see the Policy on Emergency Conditions).

III. Administrative Leave for Other Purposes

The director, UMUC Asia/Europe in his/her discretion may approve as an extraordinary circumstance a request for administrative leave or may require a staff member to take administrative leave for any purpose that benefits the university.
OS 23.00  Policy on Leave of Absence without Pay

I. Purpose and Applicability:

This policy governs voluntary leaves of absence without pay (LWOP) for overseas regular staff and required leaves of absence without pay for all UMUC Asia/Europe staff.

II. Granting of Leave Without Pay Requested by Overseas Regular Staff (referred to as “staff” in section II of this policy)

A. Requested leave of absence without pay (LWOP) is granted only in very exceptional circumstances. Requests for leave of absence without pay for a duration, which if taken, would significantly and negatively impact the performance of a staff member’s work group or its appointed tasks and functions may not be approved. Requests for LWOP must be submitted in writing 30 days in advance through the staff member’s supervisor to the director of Human Resources, UMUC Asia/Europe. The overseas regular staff member must use all paid leave before leave of absence without pay may be granted.

B. LWOP may be granted only to full-time and part-time working 50 percent or more staff who have completed a total of 12 months of service with UMUC Asia/Europe in an overseas regular position. In addition, the staff member must have a satisfactory record of work performance and shall not have a record of abuse of accrued leave usage to be considered for LWOP.

C. While the staff member is on LWOP all benefits, including health care and service credit for retirement, shall be suspended. However, a staff member on leave of absence without pay for more than 30 days may elect to continue health care and other benefits, as permitted by law, by paying the full unsubsidized cost of the benefit to include the share paid by UMUC Asia/Europe. Furthermore, sick and annual leave do not accrue while staff are on leave of absence without pay. Also, staff members do not receive pay for holidays falling within the LWOP period. While the staff member is on LWOP, logistic support may be suspended in accordance with applicable practices and regulation.

D. The staff member’s anniversary date will be adjusted if the duration of the LWOP period exceeds 30 calendar days. Also, a break in service that exceeds 60 calendar days will result in loss of logistical support.

E. A staff member who will not be returning to UMUC at the conclusion of LWOP shall notify the director of Human Resources, UMUC Asia/Europe or designee in writing as soon as practicable. In the absence of written notification, failure to return from leave shall be interpreted as a voluntary resignation.

III. Leave without Pay Relating to Disciplinary Action

UMUC Asia/Europe may put an employee on LWOP relating to a disciplinary action.
OS 24.00    Policy on Holiday Leave

I. Purpose and Applicability

This policy establishes a holiday leave category for overseas regular and overseas contingent III staff (collectively referred to as “staff” for this policy).

II. American Legal Holidays:

As the overseas operations are closely coordinated with the U.S. military and government work schedule, U.S. government holidays are generally observed. If a holiday falls during a period of annual leave, the time is charged as a holiday. Currently, the following ten days are observed as paid holidays:

New Year's Day.......................................................1 January
Martin Luther King's Birthday......................3rd Monday in January
Presidents' Day.................................................3rd Monday in February
Memorial Day....................................................Last Monday in May
Independence Day..............................................4 July
Labor Day..........................................................1st Monday in September
Columbus Day....................................................2nd Monday in October
Veterans Day....................................................11 November
Thanksgiving Day..............................................4th Thursday in November
Christmas Day..................................................25 December

III. Additional Holidays:

In addition, UMUC Asia/Europe observes four additional days (five additional during years of Maryland general elections) each calendar year as holidays. These additional days are announced at the beginning of each calendar year and should be recorded as administrative leave on the time sheets.

IV. Foreign Holidays

The director, UMUC Asia/Europe or designee may designate certain foreign holidays that are observed by the U.S. military authorities to be taken and recorded by staff in designated locations as administrative leave. This includes, but is not limited to, foreign holidays such as Chuseok (a Korean holiday which, due to its effect on the country, has an adverse effect on normal operations in the country) and similar holidays in other countries.
OS 25.00  Policy on Logistical Support

I. Purpose and Applicability

This policy discusses logistical support that may be available to overseas staff (collectively referred to as “staff” for this policy).

II. UMUC Asia/Europe staff employees may be eligible for logistical support from the Department of Defense under UMUC’s contracts with the Department of Defense. UMUC Asia/Europe will process a staff member’s request for logistical support only if his/her position has been identified as one which UMUC will put forward to the Department of Defense and only if he/she satisfies the criteria established for logistical support which vary from location to location.

III. A staff member who has been granted logistical support may not have employment in addition to his/her position with UMUC Asia/Europe (not even with another UMUC division) without the permission of the UMUC Asia/Europe director.

IV. Employment outside of UMUC Asia/Europe, even with the permission of the director, UMUC Asia/Europe, may result in loss of logistical support.

V. A staff member applying for and who has been granted logistical support must comply with any and all practices, rules, regulations, or the like established by UMUC Asia/Europe or the Department of Defense concerning the application, granting, or maintaining logistical support.

VI. UMUC Asia/Europe may request the Department of Defense to and the Department of Defense (at UMUC’s request or on its own initiative) may revoke logistical support at any time.

VII. Any staff member having logistical support who plans to remain overseas after separation from UMUC Asia/Europe must contact the appropriate host government customs and immigration office to arrange a change in her/his visa status.
Policy 353.20 – Tuition Remission for Stateside and Overseas Employees

Originator: Vice President and Chief Human Resources Officer

I. Purpose and Applicability

This Policy is adopted pursuant to the University System of Maryland Board of Regents Policies VII-4.10 and VII-4.20 which apply to regular and retired faculty and staff employees and/or their spouse and dependent children using the tuition remission benefit.

This policy extends the tuition remission benefits afforded to UMUC Stateside employees under USM Policies VII-4.10 and VII-4.20 to the classification of employees identified within this policy.

II. Overseas Regular and Overseas 12 Month Collegiate Faculty, Stateside Contingent II, and Overseas Contingent III

A. Regular Overseas Staff and Overseas 12 Month Collegiate Faculty

The Regular Overseas Staff and Overseas 12 Month Collegiate Faculty and Overseas Retirees are eligible to receive Tuition Remission Benefits offered to Stateside Regular Staff and Stateside 12 Month Collegiate Faculty pursuant to VII 4.10 and VII 4.20.

1. Overseas Regular Staff and Overseas 12 Month Collegiate Faculty may attend any USM Institution.
2. Tuition remission shall be subject to the individual's admissibility to the program in which the courses are to be taken and to the other academic regulations of their home division governing student enrollment (for example, course prerequisites and registration deadlines).
3. Overseas Regular Staff and Overseas 12 Month Collegiate Faculty shall be permitted to register for courses not to exceed 8 credits per semester.
4. Part-time Overseas Regular Staff and Overseas 12 Month Collegiate Faculty who are employed at 50% or more time shall be permitted Tuition Remission for credits proportional to their percentage of service.

B. Stateside Contingent II

Tuition Remission is extended to Stateside Contingent II staff regardless of service that are employed 50% or more time. These employees may apply for tuition remission for classes offered and delivered at UMUC or UMCP. Dependents are not eligible.

C. Overseas Contingent III

Tuition remission is extended to Overseas Contingent III Staff employees that are employed 50%
or more time. These employees may apply for tuition remission for classes offered and delivered at
their home division, either UMUC Asia or UMUC Europe or classes delivered via distance
education by the other UMUC divisions (including UMUC Stateside). Credit limits are the same as
limits for Overseas Regular Staff and Overseas 12-Month Collegiate Faculty in Section A, 2
through 4.

III. UMUC and USM Employees Enrolled in the UMUC MBA Program

A tuition waiver benefit up to a maximum of four academic credits may be provided to employees
who are eligible for tuition remission and enrolled in the MBA Program in the Graduate School of
Management and Technology and courses offered during the winter term. This benefit is also
available to eligible part time employees proportionate to their percentage of tuition. A covered
employee may request a tuition waiver by completing the MBA Tuition Waiver Form.[add link].

IV. Spouses and Dependent Children

A. Stateside and Overseas Regular and 12 Month Collegiate Faculty

Eligible spouses and dependent children of Stateside and Overseas Regular Staff and 12 Month
Collegiate Faculty are eligible for 100% tuition remission according to USM Policy VII-4.20 when
they enroll at UMUC or 50% at a USM institution in courses toward a first undergraduate degree.
Subject to the availability of funds, after completion of the semester in which the spouse or
dependent child is enrolled, the employee may request reimbursement of the other 50% of tuition.
The employee must submit a request for reimbursement to the UMUC Office of Human
Resources and include a copy of the receipt for tuition paid and attest the spouse or dependent
child:

1. Received tuition remission in the amount of 50% of tuition,
2. Was not eligible for and did not receive any financial aid, except loans, and
3. Earned a grade of C or better in each course on the request and maintained a cumulative grade
   point average of at least 2.0.
4. Statement or receipt showing that employee paid 50% of balance.
5. Enrolled in a course load of at least 12 credits.

A. Overseas Contingent III

Subject to the limitations in this section, eligible spouses and dependent children of Overseas
Contingent III Staff employees may receive tuition remission of 100% on courses toward a first
undergraduate degree at the home division where the spouse or parent is employed, either UMUC
Asia or UMUC Europe, or classes delivered via distance education by the other UMUC divisions
(including UMUC Stateside).

Tuition remission is available only after the Overseas Contingent III Staff employee has been in
USM service for at least two benefit eligible years prior to the anticipated last date available for late
registration for the semester under consideration.

1. Limitations based on date of employment:
a. Spouses and dependent children of eligible UMUC Asia/Europe employees whose period of employment began before January 1, 1990, can earn a first undergraduate degree or a graduate degree from any USM institution, subject to the provisions of the applicable policies at the attending USM institution and subject to the employee’s FTE.

b. Spouses and dependent children of eligible UMUC Asia/Europe employees whose period of employment began on or after January 1, 1990, and before July 1, 1992, may receive full tuition remission of 100 percent on courses toward a first undergraduate degree at UMUC (Stateside, Asia, or Europe).

c. Such spouses and dependent children may attend another institution of the USM to which the student has been accepted with 50 percent tuition remission, with the approval of the president or designee: For students receiving 50 percent tuition remission under paragraph ii.1, above, the remaining 50 percent of tuition cost is the responsibility of the individual student.

c. Spouses and dependent children of employees hired on or after July 1, 1992, must follow the guidelines as established in section III.B of this policy.

2. The exercise of the benefit of tuition remission shall be subject to the individual's admissibility to the program in which the courses are offered and to the other academic regulations of the home division governing student enrollment.

V. Exempt Programs and Fees

A. Programs

In addition to the Exempt Programs of Study identified in VII 4.10 and VII 4.20, the following UMUC programs are excluded from tuition remission: all executive degree programs, non-credit programs, and National Leadership Institute (NLI) programs.

B. Fees or Surcharges

Tuition remission does not include mandatory fees or surcharges (including fees for credits by exam, conference courses, textbooks, or other fees or surcharges that may apply), which remain the responsibility of the employee or spouse/dependent child. The admissions fee is waived for UMUC employees attending UMUC courses.
OS 27.00  Policy on Separation

I. Purpose and Applicability

The purpose of this policy is to establish involuntary separation procedures for overseas regular, overseas contingent III, and overseas contingent I staff.

II. General

Staff employment with UMUC Asia/Europe is on an at-will basis. This means that, subject to applicable laws and policies, the employment relationship may be terminated at any time by either the employee or UMUC Asia/Europe, consistent with section III of this policy.

III. Separation of Employment for Overseas Regular, Overseas Contingent III, and Overseas Contingent I Staff

A. Period of Notice upon Resignation:

1. An overseas regular and overseas contingent III staff member who wishes to end his/her employment with UMUC Asia/Europe should give at least 30 calendar days’ written notice.

2. Overseas contingent I staff members who wish to end their employment with UMUC Asia/Europe should give at least one week notice.

3. The effective date of resignation must fall on a workday and it is expected that the staff member will work on his/her final day of employment.

B. Period of Notice upon Involuntary Separation

1. Overseas regular and overseas contingent III staff members, except executive positions, will receive 30 days’ notice of involuntary separation from employment with UMUC Asia/Europe.

2. Staff in executive positions and overseas contingent I staff may receive notice of involuntary separation from employment with UMUC Asia/Europe that is effective immediately. No notice is required for an involuntary separation from an executive or overseas contingent I position. Executive positions include vice presidents, division directors, and other positions designated by UMUC.

3. The 30 days’ notice requirement set forth above may be shortened by UMUC Asia/Europe if appropriate in response to requirements, requests, or action of the Department of Defense or its components as they may affect UMUC Asia/Europe's overseas operations.

4. For overseas regular and overseas contingent III staff members, the period of notice defined in III.B.1. above is not required if the staff member is terminated for cause and the director, UMUC Asia/Europe approves the termination. Examples of a for-cause termination include but are not limited to moral turpitude; incompetence; willful neglect of duty; illegal actions; gross misconduct; severe safety violations; failure to accept
reassignment; medical condition causing inability to perform essential job duties with reasonable accommodations required by law; action in accordance with the terms of the military contract; or action in the best interest of UMUC.

Further examples of for-cause termination specifically significant to UMUC Asia/Europe staff include but are not limited to:

a) Failure of a staff member to obtain and maintain logistical support throughout the appointment period if logistical support is necessary; to cooperate with UMUC Asia/Europe in connection with logistical support; and/or revocation of logistical support.

b) Failure of a staff member to obtain and maintain the identification documents or other documents necessary for the performance of assignment; failure of a staff member to cooperate with UMUC Asia/Europe in connection with identification documents; and/or revocation of identification documents.

c) Notification from the government that a staff member may no longer be employed by UMUC Asia/Europe, provide certain services during employment, or have access to one or more locations.

d) Failure of a staff member to adhere to the host nation laws of the countries to which the staff member is assigned to work.

e) Failure of a staff member to comply with such Army, Air Force, Marine, Navy, and local regulations as may be applicable concerning standards of conduct.

5. At the option of the director, UMUC Asia/Europe or designee, a staff member who has been notified of a period of notice separation may be placed on administrative leave with pay or may be required to take accrued annual leave for any part or all of the period of notice. In this case, the staff member shall not earn other paid leave (annual, sick, holiday, personal) during the period of administrative or annual leave. Alternatively, the director, UMUC Asia/Europe or designee may assign alternate duties and responsibilities to a staff member who has been notified of a period of notice separation for any part or all of the period of notice.

6. At the time notice is received, the staff member should contact the Office of Human Resources to clear matters regarding unused annual leave, military vehicle registration, ration and I.D. cards, and other matters as required by the director of Human Resources, UMUC Asia/Europe. UMUC Asia/Europe may withhold amounts from a staff member’s final paycheck to cover the failure to return required items.

C. Failure to provide notice as set forth in this section may be grieved on the basis of procedural deficiency consistent with OS policy 28.00 on grievances.
OS 28.00 Policy on Grievances for Overseas Regular and Contingent III Staff

I. Purpose and Applicability

This policy establishes the employee’s right to file a grievance and applies to overseas regular and contingent III staff.

II. Definitions

The following terms and definitions shall apply for purposes of this policy:

A. “Work day” means Monday through Friday, regardless of any employee’s actual work schedule and excluding days on which UMUC Asia/Europe is closed, regardless of work schedule.

B. “Grievance” means any cause of complaint arising on a matter concerning discipline, alleged discrimination, promotion, assignment, or interpretation or application of UMUC Asia/Europe rules or departmental procedures. If, however, the complaint pertains to the general level of wages, wage patterns, fringe benefits, or to other broad areas of financial management and staffing, it is not a grievable issue.

III. General

A. UMUC Asia/Europe recognizes that legitimate problems, differences of opinion, complaints, and grievances may develop in the daily relationship between staff members. Each staff member has an obligation to make every effort to resolve problems as they arise. Problems should first be discussed with the staff member's immediate supervisor.

B. UMUC Asia/Europe and each staff member have an obligation to make every effort to resolve employee relations problems as they arise. In any case where this effort fails, an appeal may be taken to higher authority as described in this policy.

C. Each staff member shall have the right to make known a problem or complaint without the fear of coercion or reprisal. The staff member also has the right to representation at any step of the grievance procedure at his/her own expense.

D. No decision shall be made at any step of the grievance procedure which conflicts with or modifies any UMUC Asia/Europe policy or any applicable statute, with any administrative regulation issued under appropriate statutory authority, or which otherwise delimits the lawfully delegated authority of USM officials unless prior approval has been obtained from the responsible official.

IV. Grievance Filing and Procedure for Overseas Regular Staff

A. Grievances must be initiated within 30 calendar days of the action involved, or within 30 calendar days of the staff member having had reasonable knowledge of the act.

B. Appeals within the grievance procedure shall be timed from the receipt of the written opinion of management, or from when such opinion is due, whichever comes first.
C. If, following informal discussion with the supervisor, a dispute remains unresolved, the grievance procedure is available. There are three steps in the grievance procedure:

1. Step One - Department Representative (Department head or designated representative)
   a) An aggrieved staff member and/or the staff member's designated representative may present a grievance in writing to the department head or designated representative (hereinafter known as the "department representative"). Within five work days after receipt of the written grievance, the department representative shall hold a conference with the aggrieved staff member and/or the staff member's representative.
   b) Within five work days after the conclusion of the conference, the department representative shall render a written decision. In the event the aggrieved employee is not satisfied with the decision, the staff member may appeal in writing to the next step within five work days.
   c) It is the responsibility of the department representative to use judgment in keeping superiors informed of the status of each grievance and, as necessary, to request guidance, advisory committees, or other assistance in reaching a decision.
   d) The director of Human Resources, UMUC Asia/Europe or designee shall be available to serve as a resource to answer any questions by either the staff member or department representative. However, this shall not relieve the department representative from the responsibility for issuing a written decision at step one of this procedure.

2. Step Two - The Director of Human Resources, UMUC Asia/Europe or Designee
   a) If the dispute is still unresolved, the aggrieved staff member or his/her representative may appeal to the director of Human Resources, UMUC Asia/Europe or designee. The appeal must be submitted to the director of Human Resources, UMUC Asia/Europe or designee within five work days after the receipt of the written decision at step one.
   b) The director of Human Resources, UMUC Asia/Europe or designee shall hold a conference with the aggrieved staff member and/or the staff member's designated representative within 10 work days of receipt of the written grievance appeal and shall render a written decision within 15 work days after the conclusion of the conference.

3. Step Three – The President or Designee
   In the case of any unresolved grievance between a staff member and UMUC Asia/Europe, the aggrieved staff member shall have the right to submit the grievance to the president or designee. The appeal must be submitted within 10 work days after the receipt of the written decision from the director of Human Resources, UMUC Asia/Europe or designee.

D. A grievance may start with a complaint or request by a full-time or part-time staff member.
1. It is the responsibility of the director, UMUC Asia/Europe or designee to assure that each employee understands the channels of communication and appeal, specifically who is the dean, department head, or designated representative or their designees.

2. A staff member may be represented at every step of the grievance procedure at his/her own expense. At any point in the grievance procedure, the staff member may elect to obtain, change, or dismiss a representative by providing written notice of same to the person hearing the grievance. However, such action in no way allows the grievant to return to a previous step in the procedure or to delay the grievance at the current step.

3. Grievance forms shall be available in Office of Human Resources. It is essential that the grievance form be used.

4. A grievance must bear the signature of the staff member or the staff member’s representative at each step of the procedure.

5. It is the responsibility of each party to the grievance procedure, at each step of the procedure, to duplicate the grievance form prior to filing it with the employer or returning it to the staff member, and to retain one copy of the form for possible future reference.

6. A record of each grievance and its disposition shall be furnished to the staff member involved. A file copy of each grievance shall be maintained at the last step at which the grievance was processed, and an additional copy shall be filed with the Office of Human Resources which shall be available to the staff member or the staff member’s representative.

7. Upon the formal or informal initiation of a grievance, a staff member designated as a representative shall not suffer any loss of pay for investigating, processing, or testifying in any step of the grievance procedure. Release time from normal work schedules is to be granted to the grievant and all witnesses to attend grievance hearings. Expenses incurred in connection with attendance by staff members at grievance hearings shall be borne by the staff member's department.

8. No staff member shall leave an assigned post of duty to engage in grievance activities without the knowledge of and permission from his/her designated supervisor.

9. Similar grievances may be consolidated and processed together as a single issue. Where a number of individual grievances have been reduced into a single grievance, not more than three staff members selected by and from the group may be excused from work to attend a grievance meeting called by the responsible administrator at step 1, and not more than five such staff members at steps 2 and 3 unless, at any step, prior permission is granted by the person hearing the grievance.

10. The hearing officer may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence or witnesses.

11. All grievance hearings shall be open hearings unless either party requests that the hearings be closed.
12. At any step of the grievance procedure, either party may require that witnesses be excluded from the hearing room until called.

13. Every effort shall be made by both parties to resolve the grievance at the lowest possible level.

14. Each step of the grievance procedure shall be processed as quickly as practicable within the specified time limits. The full time limits should not be used if the grievance can be adequately processed in a shorter period. Failure to appeal at any step constitutes acceptance. Failure to answer is a denial to which an appeal can be made. By mutual agreement of the parties, the time limits and/or steps may be waived.

15. The original grievance or appeal that has been considered on the merits will be considered de novo, in its entirety, at each successive step of the grievance procedure. A grievance or appeal going forward on a procedural issue will be remanded to the lowest step to be heard on the merits if the procedural dispute is found in favor of the grievant.

16. Any question concerning the timeliness of a grievance, or whether a complaint is subject to the grievance procedure, shall be raised and resolved promptly, unless the person hearing the grievance or appeal determines that the decision on a motion to dismiss will be deferred pending a hearing on both the merits and the motion.

17. Any party who elects to use this grievance procedure for the resolution of a problem shall be presumed to agree to abide by the final disposition arrived at in this grievance procedure, and the final disposition shall not be subject to review under any other UMUC or USM policy or procedure.

V. Grievance Filing and Procedure for Overseas Contingent III Staff

A. Grievances by overseas contingent III staff must be initiated within 30 calendar days of the action involved, or within 30 calendar days of the staff member having had reasonable knowledge of the act.

B. The director, UMUC Asia/Europe or designee shall hold a conference with the aggrieved staff member within 10 work days of receipt of the written grievance appeal and shall render a written decision within 15 work days after the conclusion of the conference.

C. The decision of the director, UMUC Asia/Europe or designee shall be final and exhaust the avenues for appeal by the contingent III staff employee.
OS 29.00  Policy on Inquiries Regarding Staff Members

I. Purpose and Applicability

This policy establishes procedures for the release of information regarding all staff members and defines the kinds of information that can be given to UMUC officials and others who inquire about UMUC Asia/Europe staff employees.

II. Public Information Defined

The following items are considered public information for the purposes of this policy:

A. The fact that the individual is or has been employed by UMUC.

B. The individual's classification, if any, and title.

C. Home address, campus address, and telephone number if listed in the division directory.

D. Dates of employment.

E. Employment status (whether overseas regular, overseas contingent I, or overseas contingent III).

F. Academic degrees received if listed in the university catalog.

III. Telephone inquiries

A. After the caller identifies himself and the organization he represents, the above public information can be verified by the director of Human Resources, UMUC Asia/Europe or designee, provided that the person making the inquiry first provides each of the items to be verified.

B. No other information should be given over the phone, except as provided for under special inquiries below. This specifically includes personnel information such as race, age, date of birth, sex, ethnic origin, marital status, dependent children, and religious preference. It also includes information regarding retirement system beneficiaries, previous employment, membership in organizations, disciplinary actions, medical information, and the like.

IV. Written Inquiries

The above public information may be verified by the director of Human Resources, UMUC Asia/Europe or designee by written response to a written inquiry.

V. Special inquiries

A. Investigative agencies or others with a subpoena or other legal justification should be referred to the director of Human Resources, UMUC Asia/Europe who shall consult with UMUC's general counsel.
B. Investigators from recognized governmental agencies should be appropriately identified.
Government investigators and UMUC employees or others representing an employee in a
grievance may receive any information which is defined as public information in this policy.

VI. Emergencies

In the case of emergencies, information may be released with the approval of the director of
Human Resources, UMUC Asia/Europe or designee.
OS 30.00  Policy on Soliciting Personnel during Work Hours

I.  Purpose and Applicability

All UMUC Asia/Europe staff members shall have an undisturbed opportunity to perform assigned duties and responsibilities. Solicitation of any employee for any purpose, except where such solicitation is a part of the assigned duties and responsibilities or has been approved by the director, UMUC Asia/Europe or designee, is prohibited. This policy applies to all staff members.

II.  Guidelines

The following guidelines have been put into place:

A. Solicitation of any UMUC Asia/Europe employee for any purpose during work hours is prohibited without express written approval by the director, UMUC Asia/Europe or designee.

B. Members of the staff may attend assigned meetings during work hours. Attendance at other meetings during work hours requires the approval of the staff member's immediate supervisor and the use of earned, available leave.

C. Creditors and solicitors wishing to contact employees during work hours shall be referred to the director of Human Resources, UMUC Asia/Europe or designee.
OS 31.00   Policy on Personnel Files

I. Purpose and Applicability

This policy establishes responsibility for maintenance, access, and control of personnel files for all staff members.

II. Definition

Personnel file: Business records and property of UMUC Asia/Europe, in electronic or paper format, which consists of personal demographics and information relating to an individual's employment.

III. General

A. All personnel files are confidential and are to be secured accordingly. Anyone handling personnel files shall maintain confidentiality of the material at all times. This includes while the material is being transmitted electronically, via fax, or mail.

B. To maintain confidentiality, personnel files are secured in the Office of Human Resources at each location designated by the director of Human Resources, UMUC Asia/Europe. All records to be included in personnel files are prepared by or delivered directly to the Office of Human Resources. All filing, removal, re-filing, and/or processing of data electronically of personnel records is to be accomplished only by the Human Resources staff.

C. Records may not be removed from the Office of Human Resources except by authorization from the director of Human Resources, UMUC Asia/Europe or designee.

D. All requests for verification of employment for current or former employees are to be directed to the director of Human Resources, UMUC Asia/Europe or designee. Non-confidential information such as dates of employment, position(s) held, and current salary may be released on request consistent with the policy on inquiries regarding employees. Confidential information shall not be released unless the Office of Human Resources is in receipt of a written release signed by the employee, court order, or subpoena.

E. The following persons have authorized access to a staff member's individual personnel files:

   1. The director, UMUC Asia/Europe or designee;
   2. The director of Human Resources, UMUC Asia/Europe or designee;
   3. The staff member;
   4. The staff member’s current supervisor or any individual within UMUC who is in the chain of authority above the employee or legal counsel to such person in that capacity;
   5. Auditors (USM, UMUC, legislative auditors); and
   6. An authorized agent for an employee who has written authorization signed by the employee for access to or disclosure of a confidential personnel record.
F. Staff members shall have access to their own personnel files and medical records during regular business hours and upon such reasonable prior notice as the Office of Human Resources may require. All files shall be reviewed in the presence of the director of Human Resources, UMUC Asia/Europe or designee. At the time of such review, the director of Human Resources, UMUC Asia/Europe or designee may require the employee to initial and date all records in her/his file(s). Employees who request copies of materials from their file(s) may be charged a copying fee.

G. A staff member who objects to information in her/his personnel file may place a statement to that effect in the file.

H. Personnel files include but are not limited to employment application and/or resume; college transcripts; job descriptions; records relating to hiring, promotion, demotion, transfer, reassignment, layoff, compensation, education, and training; letters of recognition; disciplinary documents; performance evaluations; and documents relating to separation from employment.

I. Medical Records shall be maintained in a separate file.
OS 32.00 Policy on Reassignment

I. Purpose and Applicability

This policy authorizes the director, UMUC Asia/Europe or designee to reassign or modify the duties, responsibilities, and/or reporting relationships of overseas regular and overseas contingent III staff (collectively referred to as “staff” in this policy) at any time.

II. Policy

A. Reassignment is the movement by UMUC Asia/Europe of a staff member from a position to another similar or comparable position. Such reassignment shall be made with consideration of the staff member’s knowledge, skills, abilities, and salary.

B. Based on operational needs and/or organizational necessity, the director, UMUC Asia/Europe or designee may modify the duties, responsibilities, and/or reporting relationships of a staff member’s position.

C. The director, UMUC Asia/Europe or designee shall provide a staff member with written notice of reassignment prior to the effective date of the action. A change in work schedule or location shall require a minimum of two weeks’ notice.

D. Failure to report to the reassigned position shall be considered an immediate voluntary resignation.
OS 33.00  Policy on Temporary Assignments and Acting Appointments

I.  Purpose and Applicability

This policy establishes the authority of the director, UMUC Asia/Europe or designee to temporarily assign duties to existing positions and to temporarily reassign staff to positions. This policy applies to overseas regular and overseas contingent III staff (collectively referred to as “staff” in this policy).

II.  Terms and Definitions

A.  Temporary assignment is used when adding or replacing job duties to a staff member's existing position on a temporary basis. A temporary assignment of additional duties or removal of duties is at the discretion of the supervisor and may not result in a change in title or compensation.

B.  Acting appointment is used when a staff member is appointed to a different position on a temporary basis where there is a vacancy that is anticipated to exceed 30 consecutive calendar days. This appointment may result in a temporary title change and salary adjustment consistent with the Policy on Re-classification.

III.  Authority of Director, UMUC Asia/Europe

A.  Based upon operational need or organizational necessity and consistent with the knowledge, skill, and ability of the staff member, the director, UMUC Asia/Europe or designee may:

1.  Assign additional duties to the staff member's current position on a temporary basis with no alteration in salary.

2.  Appoint a staff member on a temporary basis to an acting or interim position. Support staff appointed in an acting or interim basis shall receive a salary adjustment consistent with the Policy on Re-classification. Upon conclusion of the acting appointment, the staff member will return to the last regular salary received prior to the acting appointment, with the addition of any intervening salary adjustments which have occurred.

B.  If and when practicable, the staff member shall be provided with written notice of assignment/reassignment at least five work days prior to the effective date of such assignment/reassignment.

IV.  Duration of Temporary Assignment and Acting Appointment

Temporary assignments/acting appointments may be made for up to 12 months. Additional extensions may be considered based on the operational need of UMUC Asia/Europe.

V.  Benefits During Acting Appointment

Staff serving in an acting or interim capacity shall receive benefits consistent with their normal appointment.
VI. Miscellaneous

A. Job class reviews may be conducted for all temporary assignments/acting appointments that last or are expected to last more than 30 consecutive calendar days.

B. At the end of an acting appointment, staff shall be returned to their former position with the same salary and status as they would have had if they had not been temporarily reassigned.
OS 34.00    Policy on Re-classification

I. Purpose and Applicability

This policy defines the conditions under which a job re-classification review may be requested. This policy is applicable to overseas regular and overseas contingent III staff (collectively referred to as “staff” in this policy) positions.

II. Definition

Job re-classification is based on significant and substantial changes that evolve in the position’s primary duties, when structured changes occur in the position’s duties and responsibilities that were unforeseen at the time of hire and are crucial to the mission and/or organizational effectiveness of UMUC, or as a result of changes in the job evaluation program. A position may or may not have an incumbent at the time of a re-class. The re-class may result in the position being raised to a higher class, being reduced to a lower class, or being changed to another class at the same level.

III. Job Re-classification Review Requests

A. The director, UMUC Asia/Europe or designee shall be responsible for developing and communicating procedures, forms, and timetables for the acceptance, review, and determination of job re-classification review requests. The director of Human Resources, UMUC Asia/Europe or designee shall be responsible for reviewing the position and determining whether the position is appropriately allocated to its current job class or should be changed to another job class.

B. A request for a job re-classification review may be initiated by the director, UMUC Asia/Europe or designee, the appropriate administrator(s) to whom the position reports, or by the incumbent.
OS 35.00    Policy on Transfer of Overseas Employees

The following is UMUC Policy 100.10 and applies to all UMUC Asia/Europe staff and faculty.

I. General Purpose

Since the end of WWII, UMUC has served the U.S. forces in Europe and Asia under contracts with the Department of Defense. UMUC has developed a strong cadre of respected and dedicated staff and faculty living in Europe and Asia, who for many years have been committed to serving the U.S. forces. As the U.S. military presence in Europe and Asia changes in the strength and location of forces, UMUC is setting out its policy to facilitate the transfer of UMUC Asia and UMUC Europe staff and faculty to positions with UMUC Stateside.

II. Applicability

This policy applies to overseas collegiate and adjunct faculty, overseas professional staff, and overseas support staff while employed by UMUC Europe or UMUC Asia and for one year following the effective date of separation from UMUC Europe or UMUC Asia service for any reason other than termination for cause. This policy is effective as of April 1, 2005.

III. Policy

A. UMUC will make postings of positions with UMUC Stateside (for both staff and faculty) accessible to UMUC Europe and UMUC Asia through their respective Web sites.

B. A staff or faculty member in UMUC Europe or UMUC Asia interested in a position posted for UMUC Stateside should respond to a posting according to its terms.

C. As to postings for collegiate faculty positions that are teaching-only positions, UMUC Stateside will select from among those collegiate faculty members in UMUC Europe and UMUC Asia who have responded to the posting, who hold an advanced degree, who are cleared to teach the courses involved, and who have been recommended for the position by their division director. If no transfer applicant is selected in accordance with this policy, UMUC may then consider other applicants for the position.

D. As to adjunct faculty positions with UMUC Stateside, any UMUC Asia or UMUC Europe faculty member who makes his/her interest known to transfer to UMUC Stateside and who holds an advanced degree will be included in the active pool of eligible adjunct faculty for those courses for which he/she is cleared to teach. Classes will be assigned on an if/when needed basis on equal priority with other members of the pool.

E. As to staff positions and collegiate faculty positions that involve administrative assignments, when a UMUC Europe or UMUC Asia applicant responds to a posting, his/her experience with UMUC Europe and UMUC Asia will be afforded appropriate weight and recognition in the search process.
F. Each UMUC Stateside posting for collegiate faculty positions and each UMUC Stateside posting for staff positions for which a UMUC Asia or UMUC Europe staff or faculty member has shown interest will be reported (including the result of the search) to the provost and to the COO.

G. When a UMUC Europe or UMUC Asia staff or faculty member transfers to a UMUC Stateside position as contemplated in this policy statement:

1. The transfer will be viewed by UMUC as continued or reinstated employment, as applicable, for UMUC purposes in accordance with the then existing policies, provided UMUC is not required to treat the transfer in a different way.

2. Faculty members will retain their then current rank.

3. The terms and conditions of employment will be those applicable to UMUC Stateside and to the position into which the transfer is made, including the compensation range established for the position as well as all local laws and applicable treaties. Moving expenses incident to a transfer to UMUC Stateside will be compensated only if that benefit is otherwise available to the individual as part of his/her separation package from UMUC Europe or UMUC Asia.

4. The transfer will be accomplished for faculty by a new appointment agreement and for staff by a new appointment letter.

H. Exceptions to this policy may be made with the approval of the provost or designee for faculty positions. This policy is based upon a UMUC Europe or UMUC Asia employee transferring to UMUC Stateside and actually being located in the United States. Due to the applicability of local laws and international treaties, it may not be possible or practical for UMUC Stateside to accommodate transfers when the UMUC Europe or UMUC Asia employee desires to be located outside of the United States. UMUC is a State of Maryland entity and generally operates under the laws of the State of Maryland. The law of other jurisdictions may not be compatible as to the impact on UMUC with the law under which UMUC generally operates. In considering the location of an employee desiring to transfer to UMUC Stateside, UMUC must consider the effect that local law may have on UMUC and its operations. In implementing this policy, any transfer will be determined on a case-by-case basis by UMUC Stateside, giving weight to the effect on UMUC as well as the desires of the employee. All things considered, in all likelihood, transfer to a full-time position with UMUC Stateside will require relocation to the United States.
OS 36.00 Policy and Procedures on Affirmative Action, Equal Opportunity, and Sexual Harassment

The following is UMUC Policy 40.30 and applies to all UMUC Asia/Europe staff and faculty.

I. Policy

The University System of Maryland's (USM) Policy on Affirmative Action and Equal Opportunity (VI - 1.00) approved by the board of regents on October 19, 1989, the USM Policy on Sexual Harassment (VI-1.20) approved by the board of regents on June 5, 1992, and the State of Maryland's Equal Employment Opportunity Program. In accordance with the USM's policies and the state's program, UMUC is committed to eliminating discrimination and harassment on the basis of race, religion, color, creed, gender (including sexual harassment), marital status, age, national origin, ancestry, political affiliation, mental or physical disability, sexual orientation, or veteran status, consistent with applicable federal, state, and local laws. This policy is established to prevent or eliminate such discrimination and harassment in accordance with due process while protecting the rights of students, faculty, and staff. It represents response to the need to establish policies and procedures that will ensure the existence of equal opportunity.

In accordance with this commitment, this policy and procedures is created to apply to UMUC Asia/Europe:

A. Eliminate discrimination and harassment in employment and education programs,

B. Establish a procedure for the identification and elimination of discriminatory policies, procedures, and actions, and

C. Establish and disseminate grievance procedures for alleged violations of this policy and procedures.

II. Application of policy and procedures inquiries concerning policies or plans with respect to equal opportunity and affirmative action shall be directed to either UMUC’s fair practices officer (FPO) or to the equal opportunity officer (EEO) appointed for the European Division or the Asian Division, as appropriate (collectively, the “compliance team”).

A. This UMUC policy and procedures is applicable to all UMUC students, faculty, staff, contractors, and third parties engaging in educational, employment, or business activities or programs.

B. Complaints under this policy and procedures may be filed by UMUC students, faculty, staff, and third parties (including applicants for employment) engaging in educational, employment, or business activities or programs.

C. UMUC can prevent discrimination and harassment, including sexual harassment in the workplace and educational programs, only if the members of the UMUC community are willing to come forth with complaints. Employees have an affirmative duty, and students are encouraged to report immediately to a member of the compliance team any behavior that they believe may be in violation of this policy and procedures.
D. This policy and procedures prohibits the following and provides for procedures to address such unlawful behavior:

1. Discrimination and harassment in employment, job placement, promotion, or other economic benefits on the basis of race, religion, color, creed, gender, marital status, age, national origin, political affiliation, mental or physical disability, or sexual orientation.

2. Discrimination and harassment in participation in, criteria of eligibility for admission to, or successful completion of educational, social, cultural, or other activities of UMUC because of race, religion, color, creed, gender, marital status, age, national origin, political affiliation, mental or physical disability, or sexual orientation.

3. Sexual harassment, a form of gender discrimination which, for the purpose of this policy and procedures, is defined as unwelcome sexual advances or requests for sexual favors and other behavior of a sexual nature where:
   a) Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment by UMUC or an individual's participation in a UMUC educational program;
   b) Submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting the individual; or
   c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment at UMUC.

Examples of sexual harassment include but are not limited to unwelcome sexual advances, requests for sexual favors and other verbal, non-verbal, or physical conduct of a sexual nature that is objectively offensive and severe, persistent, or pervasive. Sexual harassment may occur between people of the same or different genders. It may occur between a faculty member and a student, an employee and a student, a student and another student, and a student and any person with whom the student must interact in order to participate in the student's educational program or activity. Sexual harassment may also occur between supervisor and employee, employee and employee, and employee and any person with whom the employee must interact in order to perform the employee's duties and responsibilities.

E. Exceptions to this policy and procedures are as follows:

1. The application of federal, state, or county laws and regulations does not constitute prohibited discrimination for purposes of this policy and procedures.

2. The procedures under this policy and procedures shall not apply to decisions concerning academic performance of students (e.g., grades). Students shall file grade appeals in accordance with UMUC Policy 130.8 - Procedures for Review of Alleged Arbitrary & Capricious Grading.

3. In its overseas operations, UMUC will not be required to comply with state and federal laws to the extent that those laws do not apply outside the boundaries of the United States.
F. A complainant who files a complaint subject to review under this policy and procedures will be required to elect to proceed under this policy and procedures and may not bring the complaint for review under any other UMUC or USM policies or other statutory or non-statutory grievance procedures.

G. To the extent that the applicable state and federal laws apply, this policy and procedures applies to all UMUC locations and all UMUC faculty, staff, applicants for employment, and students.

H. In assessing whether a particular act constitutes discrimination, harassment, or other behavior prohibited by this policy and procedures, the university will look at the totality of the circumstances and the standard will be the perspective of a reasonable person within the university community.

III. Responsibilities of the Compliance Team

A. The compliance team operates as a unit of the President’s Office. There shall be a FPO for UMUC and EOEs for the European Division and the Asian Division (each a “UMUC division”). The FPO supervises the operation of the compliance team and reports directly to the president. The EOEs report to the FPO and through the FPO to the president.

B. The FPO shall:

1. Implement this policy and procedures within UMUC,

2. Accept, investigate and, as appropriate, resolve complaints filed under this policy and procedures,

3. Delegate matters to the EOEs as appropriate,

4. Monitor all personnel actions adopted by UMUC, and

5. Attest that procedures are consistent with state and federal equal opportunity laws.

C. The EOEs shall, as delegated by the FPO, accept, investigate, and, as appropriate, resolve complaints filed under this policy and procedures.

D. The resolution of complaints may require approval from UMUC officials and the Office of the Attorney General, as appropriate.

IV. Complaint Procedures

A. An individual claiming to be aggrieved by unlawful discrimination prohibited by this policy and procedures (“complainant”) may bring the circumstances to the notice of the FPO or the EOO serving the UMUC division, as appropriate.

B. Initial Steps

1. A complainant must contact an appropriate compliance team member within 30 days after the complainant first knew of or reasonably should have known of the alleged violation.
that is the basis for the complaint, and give notice of the charge of unlawful discrimination.
2. The compliance team member and the complainant shall discuss the basis of the charge and complete an intake form, setting out the facts and circumstances of the charge. The compliance team member shall provide the completed intake form to the complainant for his/her review and signature.

3. The compliance team member shall notify the person against whom a charge of unlawful discrimination is made (“respondent”) and discuss the charge as soon as practicable.

C. When a compliance team member receives notice of potential unlawful discrimination, the compliance team member may proceed with these complaint procedures without a complainant. In the absence of a complainant, the compliance team member shall act in the place of a complainant throughout this policy and procedures, complete an intake form, and notify the respondent of the charge.

D. Informal process: The compliance team member may try to resolve a charge of discrimination informally at this stage of the process. Informal resolution will be pursued only with the consent of the complainant and respondent. A resolution of a matter informally requires the approval of the complainant as to his/her remedy, of the respondent as to any sanction, and of the compliance team member as to both.

E. Formal Process

1. If the charge is not resolved informally in a timely manner, the compliance team member will obtain a formal complaint from the complainant.

2. A formal complaint shall:
   a) Include a statement from the complainant;
   b) State the allegations, including when and where the alleged violation took place;
   c) Identify the respondent;
   d) State the name of any witnesses to the alleged violation;
   e) State the relief being requested; and
   f) Provide a telephone number and address where the complainant or a representative can be contacted.

3. If required, the FPO will notify the secretary of the Department of Budget and Management (“the secretary”) or designee of the formal complaint.

4. Formal complaints shall be provided to the respondent within five business days of the filing of the formal complaint.

5. The respondent shall provide a response to the formal complaint to the compliance team member within five business days after it was received.

6. The compliance team member shall investigate the allegations of the formal complaint.
7. During the investigation, the compliance team member may administer oaths, obtain affidavits, conduct interviews, and obtain relevant information necessary to investigate and resolve the issues presented by the complainant.

a) All employees shall cooperate fully with a discrimination or harassment investigation. Each individual shall produce documentary or testimonial evidence requested by the compliance team member.

b) An employee who fails to cooperate during an investigation, provides false information, obstructs or in any way impedes an investigation, shall be subject to disciplinary action up to and including termination.

c) When the complainant, the complainant's unit, or one of UMUC's employees fails without good cause to respond fully and in a timely manner to requests for documents, records of comparative data, statistics, affidavits, or the attendance of witnesses, the compliance team member shall make a note of the failure so that appropriate action may be taken in accordance with statute.

8. After a Formal Complaint is investigated by a compliance team member, the compliance team member will take the following action:

a) If the respondent is a faculty or staff member or a third party, the compliance team member will prepare a written report. The report will include i.) a statement of relevant acts that occurred, ii.) a determination of whether discrimination or harassment occurred, and iii.) a recommendation for appropriate remedies and disciplinary action, if appropriate. The report also may be circulated confidentially to UMUC legal counsel and the appropriate director, vice provost, or dean.

   i. If the complainant is a faculty or staff member or an applicant for employment, the compliance team member will submit the report to the president. Within 30 days after the complaint was received, the president will issue a written decision to the complainant and respondent and take appropriate action which may include disciplinary action up to and including suspension or termination of employment or a contract with a third party.

   ii. If the complainant is a student, the compliance team member will submit the report to the chief academic officer and provost (“the provost”). Within 30 days after the complaint was received, the provost will issue a written decision to the complainant and respondent and take appropriate action which may include disciplinary action up to and including suspension or termination of employment or a contract with a third party.

   iii. If the complainant is a third party (other than an applicant for employment), the compliance team member will submit the written report as follows:

      a. If the respondent is a staff member or a third party, the compliance team member will submit the written report to the senior director or appropriate overseas director and director. Within 30 days after the
complaint was received, the senior director or appropriate overseas
director and director shall issue a written decision to the complainant
and respondent and take appropriate action which may include
disciplinary action up to and including suspension or termination of
employment or a contract with a third party.

b. If the respondent is a faculty member, the compliance team member
will submit the written report to the chief academic officer and provost
or appropriate overseas director and director. Within 30 days after the
complaint was received, the provost or appropriate overseas director
and director will issue a written decision to the complainant and
respondent and take appropriate action which may include disciplinary
action up to and including suspension or termination of employment or
a contract with a third party.

c. If the respondent is a student:

i. The compliance team member will report a suspected violation
of this policy and procedures to the provost and chief academic
officer or designee for adjudication by an investigation
committee in accordance with UMUC Policy 150.0, Code of
Student Conduct. The complaint of discrimination or
harassment will not be processed further under this policy and
procedures.

ii. If the complainant is a student and the compliance team
member determines that this policy and procedures has not
been violated, the compliance team member will prepare a
written report recommending a proposed determination to the
provost or his designee. This report also may be circulated
confidentially to UMUC legal counsel and the appropriate
director, vice provost, or dean. If the provost determines that
there is no violation of this policy and procedures, he will issue a
written decision to the complainant and respondent. If the
provost determines that there is a suspected violation, he will
submit the matter for adjudication by an investigation
committee in accordance with UMUC Policy 150.0, Code of
Student Conduct.

d. If the complainant is a faculty or staff member or a third party, and if
the compliance team member determines that this policy and
procedures has not been violated, the compliance team member will
prepare a written report recommending a proposed determination to
the president or his designee. This report also may be circulated
confidentially to UMUC legal counsel and the appropriate director, vice
provost, or dean. If the president determines that there is no violation
of this policy and procedures, he will issue a written decision to the
complainant and respondent. The decision of the president is final. If the president determines that there is a suspected violation, he will forward the matter to the provost and chief academic officer as referenced in subsection (i) above.

V. Appeal Procedures

A. If the complainant is a faculty or staff member or an applicant for employment and the respondent is a faculty or staff member, the complainant may appeal the written decision of the president within 10 days after receiving the decision in writing, to the secretary of the Department of Budget and Management, whose address is 45 Calvert Street, Annapolis, Maryland 21401. The appeal will be adjudicated in accordance with Md. Code Ann., State Pers. & Pens. § 5-213.

B. If the complainant is a student, the complainant may appeal the written decision of the provost to the president, in writing, within five business days after receiving the decision. Within 30 days after receiving the appeal, the president will issue a written decision to the complainant and respondent and take appropriate action.

C. If the complainant is a third party (other than an applicant for employment) and the respondent is a faculty or staff member or a third party, the complainant may appeal the written decision of the senior director, provost, overseas director and director, as appropriate, to the president in writing within five business days after receiving the decision. Within 30 days after receiving the appeal, the president will issue a written decision to the complainant and respondent and take appropriate action.

D. Respondents can address a determination under this policy and procedures through applicable UMUC and USM policies and procedures.

VI. Confidentiality

UMUC will protect the confidentiality of complaints brought under this policy and procedures and the parties involved except to the extent that UMUC’s ability to conduct an effective investigation is jeopardized or as otherwise provided by law including, but not limited to, the Maryland Public Information Act and any lawfully issued subpoena. Complainants, respondents, witnesses, and all persons involved in investigations or in resolving a complaint of discrimination or harassment, shall make good faith efforts to keep confidential all information relating to a complaint. Failure to exercise good faith efforts in maintaining confidentiality may result in disciplinary actions and/or other serious sanctions.

VII. Filing Complaints with Outside Agencies

In addition to filing a complaint under this policy and procedures, faculty, staff, and applicants may contact external agencies including the Equal Employment Opportunity Commission (EEOC) or the Maryland Commission on Human Relations (MCHR). Students may contact the Office for Civil Rights (OCR). A person wishing to file a complaint with an external agency should contact the appropriate agency promptly in order to verify the time limits and deadlines for filing complaints.
VIII. Non-Retaliation Statement

Retaliation by UMUC faculty, staff, students, or contractors against an individual who makes a complaint of discrimination or sexual harassment, participates in an investigation of a complaint, supports a complaint, or testifies concerning a complaint is expressly prohibited by this policy and procedures. Any UMUC faculty, staff, or student who encounters retaliation should immediately report such conduct to the compliance team member or his designee. An employee who is found to have retaliated is subject to disciplinary action up to and including termination. A student who is found to have retaliated is subject to disciplinary action up to and including expulsion.

IX. Education of UMUC Community

Education is an extremely important tool in eradicating discrimination and sexual harassment from the UMUC workplace and educational programs. Training sessions in several formats can be made available to any UMUC employee or student who is interested. Employees in supervisory positions shall complete a training session as arranged by the compliance team member. Copies of this policy and procedures are available from members of the compliance team in the Office of Diversity Initiatives and in the Office of Human Resources
OS 37.00  

Policy on Computer Use

The following is UMUC Policy 270.00 and applies to all UMUC Asia/Europe staff and faculty.

I. General Statement

This policy applies to all UMUC operations including, without limitation, UMUC Asia/Europe. As used in this policy, university means UMUC generally and UMUC Asia/Europe specifically as well.

The university owns and operates university computing resources such as hardware, software, computer networks and systems, websites, WebTycho, and e-mail (collectively referred to as "computing resources"). These computing resources are intended for university-related purposes. The university permits members of the university community (stateside and overseas) to utilize university computing resources provided the user act responsibly, respectfully, and in a manner that does not infringe upon the rights of others or violate law or this policy.

II. Applicability

This policy applies to all users of university computing resources whether or not the user is affiliated with the university. Additional policies may apply to specific computers, computer systems, or networks provided or operated by specific units of the university or to users within specific units including, without limitation, policies that relate to the Nova/Polaris Unix system, WebTycho, and other academic computer resources, as applicable.

III. Use

All users of university computing resources must:

A. Comply with all federal, Maryland, and other applicable law; all applicable university rules and policies; and all applicable contracts and licenses. For example, users are not permitted to download movies or music from the internet without proper authorization, or transmit unlawful or harassing content utilizing university computing resources. Users who engage in electronic communications with persons in other states or countries or on other systems or networks may also be subject to the laws of those other states and countries and the rules and policies of those other systems and networks. Users are responsible for ascertaining, understanding, and complying with the laws, rules, policies, contracts, and licenses applicable to their particular uses.

B. Safeguard computer accounts provided by the university. Personal computer accounts may not be shared with anyone unless prior approval is authorized by the user’s departmental supervisor.

C. Respect the privacy of other users and their accounts, regardless of whether those accounts are securely protected. Ability to access other persons’ accounts does not imply authorization to do so.

D. Adhere to the finite capacity of those resources and limit use so as not to consume an unreasonable amount of those resources or to interfere unreasonably with the activity of other users. The university may require users to limit or refrain from specific uses.
E. Refrain from using computing resources for personal commercial purposes or financial or other gain. Limited personal use of university computing resources for other purposes is permitted when it does not interfere with the performance of the user’s job or other university responsibilities and is in compliance with the law and this policy. Users may not create a personal Web page or collection of electronic material on university computing resources unless the user includes the following disclaimer: "The material located at this site is not endorsed, sponsored, or provided by or on behalf of the University of Maryland University College.” Further limits may be imposed upon personal use in accordance with normal supervisory procedures.

F. Refrain from stating or implying that they speak on behalf of the university, and from using university trademarks and logos without authorization to do so. Authorization to use university trademarks and logos may be granted only by the director for the university’s Office of Communications.

IV. Enforcement

Users who violate this policy may be denied access to university computing resources and may be subject to other penalties and disciplinary action, both within and outside of the university. Alleged violations by students will normally be handled in accordance with the university code of student conduct. University faculty or staff members who violate this policy may be subject to disciplinary action up to and including termination of employment. The Office of Human Resources and the Office of Legal Affairs will be notified of any alleged violations. The university may confiscate or temporarily suspend or terminate use of computing resources when necessary.

V. Security and Privacy

Users should have no expectation of privacy when utilizing university computing resources. The university as part of its regular operations may monitor the patterns and frequency of use of university computing resources by individuals. This monitoring may include, for example, the length and frequency of login sessions and communications. The university does not routinely monitor or inspect the content of communications. However, when the university reasonably either suspects violation of law or of university policies or practices, or suspects use of university computing resources that may harm the university or impede its operations, the university may monitor and inspect the content of an individual’s use of university computing resources as well as monitor the patterns of use. Any such individual monitoring must be specifically authorized in advance by either the provost or the executive vice president.

The university, in its discretion, may disclose the results of any such general or individual monitoring, including the contents and records of individual communications, as appropriate. All information created, received, or contained in university computing resources is available to the public unless an exception to the Maryland Public Information Act applies.

Effective 01/09/06, Amended 10/29/2015
OS 38.00 Policy on Intellectual Property

The following is UMUC Policy 190.00 and applies to all UMUC Asia/Europe staff and faculty.

I. Introduction

The primary mission of universities is to create, preserve, and disseminate knowledge. When that knowledge takes the form of intellectual property, a university must establish a clear and explicit policy that will protect the interests of the creators and the university while ensuring that society benefits from the fair and full dissemination of that knowledge.

II. Effective Date

This policy will be effective on July 1, 2002 (“effective date”). It will apply to all intellectual property created on or after July 1, 2002, or if disclosure to the university is required under this policy, all intellectual property disclosed to the university after July 1, 2002. Other intellectual property will remain subject to the university policy 190.1 as authorized by BOR policies IV-3.00 and 3.10 and as in effect immediately prior to the effective date.

III. Definitions

The terms defined in this section are given special meanings in this policy and appear capitalized throughout.

A. Personnel: Persons who are employees of the University of Maryland University College either full-time or part-time including, without limitation, all faculty categories (e.g., collegiate, adjunct, librarian and professor of practice), student employees, contractual employees, or employees at other University System of Maryland institutions who are also employed by or assigned to the university. For the purpose of this policy, student employees are included under the term "personnel" only when acting within the framework of their employment by the university.

B. Unusual University Resources: University resources significantly beyond that which are normally provided.

C. Revenue: Consideration given by a third party in exchange for specific intellectual property rights, including consideration paid in cash or equity, and excluding research support in the form of sponsored research agreements, restricted grants, unrestricted grants, or equity, and excluding tuition and contract income received by the university in lieu of tuition.

D. Scope of Employment: All activities performed by personnel as an employee of the university including, without limitation, the obligation of faculty members to teach, perform administrative activities as assigned, develop or create curricular or course materials, and to conduct research.

E. Sponsored Research Agreements and Third Party Agreements.

1. Third Party Agreements: Agreements with contractors including, without limitation, sponsored research agreements, under which by agreement among the parties or as a matter of law, the ownership of, interests in, or rights to use intellectual property created under the agreements respectively are governed.
2. Sponsored Research Agreements: Grants, contracts, cooperative agreements, and other agreements entered into by or administered by the university, under which research or development activities will be carried out.

3. Contractor: Persons, who are not the university personnel or students who are parties to or obligated under third party agreements.

F. Students: Persons enrolled in the university or university courses, acting within the framework of their academic course work or program.

G. Student Employee: A student who is also a university employee, acting within the scope of employment.

H. University: University of Maryland University College.

I. President: The president of the university or person designated by the president of the university from time to time in each instance.

J. Academic Content: Academic content is collectively, i.) all of the intellectual property customarily considered by institutions of higher education as being academic materials including, but not limited to, course outlines, syllabi, simulations, lectures, materials, reading lists, and similar materials; ii.) all discussions, conferences, meetings, and assemblies of one or more students and personnel which are part of a course; and iii.) all soft and middle-ware in which the materials of i and ii are embodied or in which they are delivered. Academic content is comprised of personalized course materials, core course materials, and other intellectual property falling within the above definition.

K. Core Course Materials. Core Course Materials are any and all Academic Content that are used in or support a university course, such as (by example and not limitation) course outlines, syllabi, simulations, case studies, lectures, reading lists, curriculum, and similar materials.

L. Personalized Course Materials: Personalized course materials are any and all academic content developed by a personnel member that are used in or that support a section of a university course taught by the personnel member who developed the material in question. However, personalized course materials does not include, i.) academic content developed in response to a specific request or assignment from the university for the development of the academic content in question or similar material, or ii.) academic content developed by a personnel member within the scope of employment but outside of his or her teaching responsibilities.

M. Scholarly Works: Scholarly works are works authored by personnel for the purpose of dissemination of knowledge, and prepared for potential publication outside of the university (e.g., journal articles, scholarly papers, or texts) unless the works, i.) were prepared at the direction of the university, ii.) are deliverables under agreements between the university and other parties, iii.) are prepared as a direct result of grants, gifts, or like specific support to the university, or iv.) are prepared as a result of the use of unusual university resources.
N. System Component: System component includes any of the constituent institutions of the University System of Maryland, University of Maryland Center for Environmental Studies, University of Maryland Biotechnology Institute, and the System Office.

IV. General Provisions

A. Purpose: The purpose of this policy is to set forth the terms, conditions, and procedures whereby personnel and students and the university establish and maintain their interests in intellectual property created or used by or at the university. This policy governs the ownership and protection of intellectual property created at or used by the university.

B. Scope of Application: This policy applies to all personnel and students. This policy shall be included in the university’s faculty handbooks as directed in BOR policy II - 1.00, section I. B.2.

C. Protecting University Interests: Personnel and students may not i.) sign agreements or take any action on behalf of the university unless they are authorized agents of the university, or ii.) make unauthorized use of the name of the university. In cases where personnel or students take such actions, the university is not bound to honor those actions or agreements.

D. Acquisition: The university may acquire ownership or use of intellectual property by assignment, license, gift, bequest, or any other means.

E. Administration of Intellectual Property Which is Not University-owned: If otherwise appropriate, the university may administer intellectual property owned by another entity or person, under an agreement with the owner.

F. Third Party Agreements; Sponsored Research

1. Sponsored Research Agreements: Sponsored research agreements shall provide that all intellectual property developed by personnel or students under such agreements shall belong to the university. The university, however, on a case-by-case basis (as circumstances warrant and consistent with any private use of facilities restrictions e.g., under bond covenants), may agree to assign ownership or licensing rights to the contractor, subject to the university's right to use and reproduce the intellectual property for research and educational purposes. The president shall approve any such agreement.

2. Federal Sponsorship: Any project that is funded, in whole or in part, by a federal agency is subject to specific federal statutes and regulations. Those statutes and regulations may govern the ownership or interests in or rights to use intellectual property created as part of such project. Generally, as of the effective date and in respect to inventions, those statutes and regulations allow the university to elect title to any invention that is conceived of or first actually reduced to practice in the performance of federally-funded research with the purpose of commercializing the invention, subject to the government's rights which include reservation of a nonexclusive license to use the invention worldwide for government purposes. The rights of the university, personnel, and students will be subject to the effect of those statutes and regulations, as applicable, and as in effect from time to time.
3. Other Third Party Agreements: Subject to section IV.F. 1 and 2 above, the ownership, interests, and rights of the university, personnel, and students of and in intellectual property created under or governed by third party agreements will be subject to the effect of third party agreements. The ownership, interests, and rights of contractors of and in intellectual property created under or governed by third party agreements will be governed by those agreements respectively or under applicable law.

G. Implementation Authority: The chancellor has the responsibility for intellectual property matters as stated in BOR policy IV-3.20 (USM policy on intellectual property). UMUC’s policy shall be implemented and coordinated by the president. Subject to the other provisions of this policy and applicable law, the president may enter into agreements with respect to ownership, licensure, disposition of intellectual property, disposition of royalty or like income, resolution of disputes, and other matters related to intellectual property in which the university has an interest, and may register intellectual property; seek protection under copyright, trademark, patent laws or other applicable law; and enforce, defend, manage, and take any action relevant to the university’s intellectual property and its rights in intellectual property.

V. Copyrights

A. Ownership by Creator

1. Personnel: Subject to the provisions of this policy, personnel shall have all rights in copyright for, i.) personalized course materials, and ii.) scholarly works.

2. Students: Subject to the provisions of this policy, students shall have all rights in copyright of all intellectual property created without the use of unusual university resources ("student property").

3. Third Party Agreements: The university owns all rights in copyright for work produced under third party agreements as stated in those agreements.

B. Right of Use; University Rights

1. University Rights: The university shall have all rights in copyright for intellectual property created by personnel in the scope of employment (other than personalized course materials or scholarly works) or with the use of unusual university resources, and by students with the use of unusual university resources.

2. Right of Use: With regard to all intellectual property for which personnel and students hold the rights in copyright as set forth above, the university shall have the following rights:

   a) Personalized Course Content: A worldwide, perpetual, royalty-free license to use personalized course content in any media or format whatsoever, for the following purposes:

   i. Inclusion within the academic content of those sections of university course(s) taught by the personnel who created the personalized course content;
ii. Embodiment in one or more copies as part of that academic content for the
delivery of those sections of university course(s) taught by the personnel
who created the personalized course content;

iii. Publication or delivery as part of that academic content to participants in
those sections of university course(s) taught by the personnel who created
the personalized course content;

iv. Retention as part of that academic content in order to archive that university
course and use of that archive record for all usual archive purposes of the
university, including course evaluation, evaluation, and comparison of the
personalized course content or the personnel member who created the
personalized course content, implementation of other university policies,
research, library, or record-keeping purposes.

b) Students: In regards to student property which is part of academic content, the
university shall have a worldwide, perpetual, royalty-free license to use such student
property for the following purposes:

i. Inclusion within the academic content of those sections of a university
course(s) in which the student participates;

ii. Embodiment in one or more copies as part of that academic content for the
delivery of those sections of a university course(s) in which the student
participates.

iii. Publication or delivery as part of that academic content to participants in
those sections of a university course(s) in which the student participates;

iv. Retention as part of that academic content in order to archive that university
course and use of that archive record for all usual archive purposes of the
university, including course evaluation, evaluation and comparison,
implementation of other university policies, research, library, or
recordkeeping purposes.

C. Responsibilities of Personnel and Students

1. Assignment: For work to which the university has or had ownership rights under this policy,
personnel and students shall, upon request, execute all legal documents designed to assist
the university, or its assignees, in proving or benefiting from such rights, as deemed
appropriate by the university.

2. External Collaborations: See section III.C and the conflict of commitment policy, BOR 41.0
II-3.10.

3. Use of Copyrighted Materials: All personnel and students are responsible for complying with
university guidelines on the fair use of copyrighted material and for complying with the
requirements of copyright law, including obtaining required permissions to use copyrighted material.

D. Responsibilities of the University: Consistent with BOR policy IV-3.20 approved by the board of regents on February 8, 2002, the university has developed guidelines for the use of copyrighted materials. These guidelines address library and educational fair use as well as fair use exceptions for research and scholarly work. Current guidelines are attached for information purposes as Appendix A.

VI. Patents

A. Ownership

1. University Ownership

   a) Within Scope of Employment: The university owns inventions created by personnel within the scope of employment.

   b) Use of University Resources: The university owns inventions created by personnel or students with the use of university resources.

   c) Signed Agreements: The university owns all inventions made by personnel or students under third party agreements and as stated in those agreements.

2. Creator Ownership

   a) Outside Scope of Employment: Personnel own patent rights to inventions conceived and first reduced to practice outside the scope of employment and without the use of university resources and which are not subject to third party agreements.

   b) Student Ownership: Students own inventions they create unless the invention is subject to another provision of this section VI. A.

B. Responsibilities of Personnel and Students

1. Disclosure: Personnel and students shall disclose inventions which are subject to university ownership to the president in a timely manner, fully, and in writing. When uncertain about the university's rights, personnel and students shall disclose the invention in question as required above.

2. External Collaborations: Personnel and students may not, i.) sign patent agreements or other documents regarding inventions of which the university has or may have ownership or rights to use (e.g., invention reports, licenses, assignments, material transfer agreements, or confidentiality disclosure agreements) which abrogate, limit, or in any way affect the university’s rights; ii.) make unauthorized use of the name of the university; or iii.) transfer, except pursuant to a properly authorized material transfer agreement, material relating to intellectual property outside the university.
3. Assignment: As to an invention in which the university has a right to ownership or use, the inventor, upon request, shall execute promptly all contracts, assignments, waivers, or other legal documents necessary to vest in the university or its assignees, any or all rights to the invention, including assignment of any patents or patent applications relating to the invention.

C. Responsibilities of University

1. Timely Evaluation: The university shall evaluate inventions disclosed in accordance with section VI.B.1 and shall do so with reasonable promptness and in good faith. The university shall decide if it has ownership rights, whether to seek protection of its ownership rights, such as, for example, filing for patent protection, and whether to pursue commercialization. As to any invention in which it has an interest, the university may at any time thereafter decide to pursue protection or commercialization and the university may at any time decide not to pursue or to abandon the pursuit of patenting and/or commercialization.

2. Timely Information: The university shall inform inventors in a timely manner about substantive decisions regarding protection, commercialization, and/or disposition of inventions disclosed in accordance with section VI.B.1. Terms of agreements which constitute proprietary business information may be treated as confidential by the university, to the extent permitted by law. The university shall notify inventors promptly when it decides either not to pursue, or to abandon pursuit of, all efforts to commercialize an invention.

3. Commercialization by Inventors: The university may, at its discretion and consistent with the public interest, license intellectual property to the inventors on an exclusive or non-exclusive basis. Inventors must demonstrate technical, financial, and business capability to commercialize the intellectual property. Agreements with inventors shall be subject to review and approval of conflict of interest issues in accordance with applicable university policy.

4. Assignment of Ownership: The university may assign ownership to the inventors as allowed by law, subject to the rights of sponsors and to the retention by the university of a license which at a minimum shall grant the university the right to use intellectual property in its programs of teaching, research, and public service on a perpetual, royalty-free, worldwide, non-exclusive basis. The university may retain more than the minimum license rights, and assignment or license may be subject to additional terms and conditions such as revenue sharing with the university or reimbursement of the costs of legal protection. The university shall negotiate promptly, upon written request by the inventors, the transfer to the inventors of the university's interest in any invention that it has chosen not to protect or commercialize, subject to any legal obligation to offer its interest to a sponsor, licensee, or another institution with rights to the invention before it can agree to negotiate the transfer of the university's interest in an invention to the inventors.

5. Sharing of Revenue: The university shall remit to the inventors or their heirs their share of revenue from inventions as specified in section XI.B. of this policy.
VII. Computer Programs and Software; Business Practice

A. Ownership

1. University Ownership

   a) Personnel: The university owns computer programs and software and business practices created by personnel within the scope of employment or otherwise with unusual university resources.

   b) Students: The university owns computer programs and software and business practices created by students with the use of unusual university resources.

   c) Signed Agreements: The university owns all computer programs and software created or made by personnel or students under third party agreements.

2. Personnel Ownership; Student Ownership

   a) Outside Scope of Employment: Personnel own software and computer programs conceived and first reduced to practice, and/or authored, outside the scope of employment and without the use of unusual university resources and which are not subject to third party agreements.

   b) Student Ownership: Students own computer programs and software they create without the use of unusual university resources, and which are not subject to third party agreements.

3. Computer programs and software: It is the policy of the university that the provisions of this policy addressing copyright and not those addressing patents shall apply to the rights of the university in and to computer programs and software and the sharing of revenue between the university and a creator or inventor of computer programs and software, whether or not the university, in its sole discretion, seeks copyright or patent protection. The university shall have the right to protect such material as appropriate in its discretion. The provisions of this section VII are in addition to the provisions set forth in section V, which are hereby made applicable to computer programs and software.

B. Responsibilities of Personnel and Students

1. Disclosure: Personnel and students shall disclose computer programs and software developed within the scope of employment or with university resources to the president in a timely manner, fully, and in writing. When uncertain about the university's rights, personnel and students shall disclose the computer programs and software in question as required above. Disclosure, except as warranted by the circumstances, shall include deposit of a digital time-stamped copy of the software program, with appropriate annotations.

2. Assignment: As to a computer program or software in which the university has a right to ownership or use, the creator, upon request, shall execute promptly all contracts, assignments, waivers, or other legal documents necessary to vest in the university, or its
assignees, any or all rights to the computer program or software, including assignment of any patents or patent applications relating to the work.

C. Responsibilities of the University: The university shall evaluate computer programs and software disclosed in accordance with section VII.B.1 and shall do so with reasonable promptness and in good faith. The university shall decide whether to seek legal protection of its ownership rights, such as filing for patent or copyright protection, and whether to pursue commercialization. The university may at any time decide not to pursue or to abandon the pursuit of patenting and/or commercialization of any computer program or software in which it has an interest.

VIII. Technology-Mediated Instructional Materials

The use and development of technology-mediated instructional materials is core to the mission of the university. The university and personnel alike participate in the use and development of these materials. For that reason, it is the policy of the university that for the purposes of this policy, such materials cannot be differentiated from or given different consideration from any other instructional materials.

IX. Other Types of Intellectual Property

A. Tangible Research Property: The provisions of this policy governing copyright, patents, or computer programs or software, whichever is applicable, shall also apply to tangible research property.

B. Mask Works: The provisions of this policy governing copyright, patents, or computer programs or software, whichever is applicable shall also apply to mask works.

C. Plant Varieties: The university owns and may protect or commercialize plant varieties according to the provisions of section VI.

D. Trademarks, Service Marks, and Trade Dress: Trademarks, service marks, and trade dress may be created in association with another underlying form of intellectual property, such as a patent or a plant variety, or independently, such as a university logo or symbol. The university owns trademarks, service marks, or trade dress associated with intellectual property owned by the university or created by personnel within the scope of employment or otherwise with university resources or by students with university resources. The university may commercialize or license its trademarks, service marks, and trade dress.

E. Registration: Registration of trademarks or service marks, at the state or federal level, shall be approved by the president or designee.

X. Interinstitutional Agreements

A. University Rights: In light of the core position of technology-mediated instruction to the university’s mission, for the purpose of this policy, the provisions of sections I - IX and XI shall apply to i.) those personnel who are also employees or faculty of any other system component, to the extent that their scope of employment is under the university, and ii.) Joint appointees (as defined below) in connection with academic content.
B. Joint Appointments: Subject to section X.A., if an individual is jointly employed by the university and any other system component under a joint appointment ("joint appointee"), the terms of that appointment shall apply to the ownership and protection of intellectual property and the sharing of revenue.

C. Joint Creators: In the absence of a joint appointment, when personnel or students from UMUC or other system components or other institutions collaborate, this section applies:

1. Early Notification: As soon as collaborators from UMUC and other system components or other institutions recognize that their efforts have resulted in, or are likely to result in, the creation of intellectual property subject to this policy, they shall inform their respective system component or institution that an agreement is needed.

2. Agreements Govern: Signed agreements between UMUC and system components or other institutions shall determine ownership of intellectual property, responsibility for managing it, and distribution or expenses and revenue resulting from its development.

D. Students: In the event that a student is also enrolled at any other system component or at any other institution, this policy shall apply to all intellectual property created within the framework of the student’s university course work or program.

E. Disputes: If a dispute arises between the university and any other system component regarding the implementation of this section X, then the president may ask the chancellor to intercede if the system components are unable to reach agreement or differ in their interpretation of an agreement.

XI. Revenue Sharing

A. Copyrights: It is the policy of the university that personnel are compensated as part of their general compensation as employees of the university for the creation of intellectual property owned by the university and identified in sections V, VII and VIII.

B. Patents: The university shall share with inventors or creators revenue which it receives from their inventions or creations as provided in this section. Unless otherwise agreed to in writing by the inventors of an invention and the university, each named inventor shall receive equal shares of net revenue.

1. Exceptions
   a) Contract: When a third party contract dictates apportionment of revenue different from that specified in this policy, the terms of the agreement govern.

   b) Equity: Equity shall be distributed in accord with section XI.G.

2. Deductions from Revenue: The university shall make the following deductions from revenue before distributing net revenue (section XI.B.3):

   a) Creators’ or Inventors’ Share: First, 10 percent of revenue shall be distributed among the creators or inventors until the cumulative total reaches the limit set pursuant to this paragraph that was in effect during the fiscal year in which the university first received
revenue. The limit in FY2003 is $10,000 to be shared among the inventors or creators. In accordance with the BOR policy, the chancellor shall establish a new limit for each succeeding fiscal year by adjusting the previous year's limit by an amount reflecting the change in the consumer price index during the last calendar year completed, rounded to the nearest $100.

b) General Costs: Second, the university shall deduct 30 percent of revenue to cover the general cost of developing, obtaining, managing, and defending inventions or creative work, unless otherwise agreed to by inventors or creators and the university, in writing.

c) Project Specific Costs: Third, the remaining 60 percent of revenue received from a creative work, patent, or invention shall be applied to reimburse any specific, incremental expenses incurred by the university in obtaining and maintaining the patent and in developing, marketing, licensing, and defending the patent or licensable invention or creative work. After reimbursement of the university’s expenses, revenue may be used to reimburse costs incurred by inventors or creators on behalf of their own works, but only if the university had authorized such expenses in advance in writing.

d) Residual Creators' Share: Fourth, after project costs have been paid in full, any remaining revenue shall go to the creators until the threshold dollar amount has been paid, as specified above in section XI.B.2.a.

3. Distribution of Net Revenue: "Net revenue" is the revenue remaining after deductions under XI.B.2.

   a) Creators' Share: The university shall distribute among the inventors or creators 50 percent of the net revenue it receives from their inventions or creations unless applicable laws, regulations, provisions of grants or contracts, or signed agreements with inventors or creators provide otherwise.

   b) University’s Share: The university shall receive 50 percent of the net revenue. The president shall allocate those amounts to further the university’s academic mission and delivery of courses.

4. Timely Distribution: The university shall distribute revenue due creators under this policy at least annually. Distribution will be made along with a statement of related income and expenses.

C. Tangible Research Property, Mask Works, and Plant Varieties: For tangible research property, mask works, or plant varieties that are protected by patent (other than computer programs or software and business practices), revenue shall be distributed in the same manner that revenue is distributed under section XI.B.

In respect to other tangible research property (including computer programs or software and business practices), section IX.A will apply.

D. Trademarks, Service Marks, and Trade Dress: In respect to trademarks, service marks, and trade dress owned by the university, section IX.A will apply.
E. Joint Appointment: In respect to intellectual property owned by the university in accordance with section X, revenue will be shared in accordance with the applicable provisions of this section XI, depending upon the type of intellectual property under consideration.

F. Joint Creators: If there are joint creators and section X.C et seq. applies, the university's share of net revenue shall be divided equally unless otherwise determined by signed agreements.

G. Equity

1. Issuance of Shares: Equity may be issued separately to the university and the inventors or creators.

2. Distribution of Shares: Equity in a commercial venture received as consideration for intellectual property rights shall be shared equally between the university and the creators, unless a different distribution is negotiated in an agreement signed by the university and the creators of the relevant intellectual property.

3. Timely Distribution: When the university receives all shares directly, as soon as practicable after the university receives equity, and subject to the creators receiving any conflict of interest exemptions that must be granted and complying with any conditions for those exemptions, the university shall transfer equity shares to the creators. The university and creators shall have independence in their exercise of equity holder privileges within the constraints of law, policy, specific exemption under Maryland law from the state ethics law, and contractual agreements.

4. Unqualified Persons: Personnel or students not qualified to hold the equity under applicable law shall designate a qualified person to receive the equity. If no designee is named within thirty days of a written request by the university to do so, the right to a share of the equity shall be forfeited to the university.

XII. Administration

A. University Implementation: This policy is a modification of BOR policy IV-3.20 as permitted therein. This policy and any revisions shall be effective only with the approval of the chancellor. The general counsel of the university shall be the initial point of contact for intellectual property issues. The university shall publicize this policy on the university internet and intranet and in student and personnel handbooks.

B. Authority to Subcontract: The university may enter into contracts with third parties in connection with the development, administration, and protection of its intellectual property.

C. Special Cases: The president may submit special cases not specifically covered by this policy to the chancellor or the chancellor’s designee for resolution. All decisions on such cases shall be reported to the USM intellectual property committee, which will take them into account in its annual review of the policy.

D. USM Intellectual Property Committee: The president shall appoint a university representative to serve on the USM intellectual property committee in accordance with BOR policy IV-3.20.
E. University Intellectual Property Committee: The president may appoint a university intellectual property committee to advise on matters related to this policy and university intellectual property matters.

XIII. Reporting

The university’s president shall report annually to the chancellor and the board of regents on intellectual property activity at the university. The report, in a format to be determined by the chancellor, shall include data for the preceding year on disclosures, patent applications, patent awards, licenses, and start-up companies, distinguishing when appropriate between Maryland based companies and those outside of the state. The report shall also include data on revenue and expenditures associated with the university’s technology function.

APPENDIX A

UMUC GUIDELINES FOR USE OF COPYRIGHTED MATERIALS

UMUC guidelines for the use of copyrighted materials may be found at http://www.umuc.edu/library/copy.html. We have additional guidance at http://www.umuc.edu/library/faculty.html#copy and http://www.umuc.edu/cgi-bin/cgiwrap/primer/primerwrap.cgi/enter.php.

The Center on Intellectual Property is an additional resource for specific questions.