ARTICLE 18
Leaves Without Pay

Section A. Leaves.

Subd. 1. General Leaves. A faculty member may request a leave of absence for valid reasons for an initial period not to exceed two (2) years. A request for leave shall be made as early as practicable and shall include a statement as to the purpose for which the leave is requested, including its value to the faculty member and the university. The President shall consider the effect of such a leave upon the university, and a request shall not be arbitrarily denied. General leave of absence beyond two (2) consecutive years may be granted at the discretion of the President. However, the faculty member shall cease to accrue seniority beyond the second year.

Subd. 2. Educational Leave. The President may grant an educational leave, unpaid, partially paid or fully paid, at the request of the faculty member when the purpose of the leave is to work toward certification or an advanced degree, if this request is made in a reasonable time in advance of the leave. Such requests shall not be unreasonably denied. Upon return to the university, the faculty member shall be entitled to credit for years of seniority accumulated during and prior to the leave. Normally, an educational leave will not extend beyond two (2) years, but may be extended by the President. However, the faculty member shall cease to accrue seniority beyond the third year.

Subd. 3. Administrative Leave. Faculty members who accept an administrative assignment within the Minnesota state universities shall take an administrative leave for the duration of the assignment. After consultation with the affected program and department, a state university that employs an administrator on administrative leave from a different state university must, after four years, accept transfer of the faculty member’s tenure to a program designated by the President. A faculty member on administrative leave shall cease to accrue seniority beyond the second year. A faculty member accepting this appointment shall not participate in any aspect of faculty or departmental governance and may take no action that affects his/her own terms and conditions of employment as a faculty member. Normally, faculty members returning to the unit shall notify the President of their intention by March 1 of the preceding academic year. Faculty members shall be returned to the unit in accordance with Article 29, Section B, Subd. 1, and shall be returned to the salary schedule at a step comparable to that which the faculty member would have held had he/she remained in his/her faculty assignment.

Subd. 4. Extended Leaves. Extended leaves of absence of at least three (3) but not more than five (5) years may be granted in accordance with Minnesota Statutes § 136F.43. Notwithstanding any other section of this Agreement, retention and accrual of all rights and benefits for faculty on extended leave shall be governed by Minnesota Statutes § 136F.43. Faculty members shall be returned to the unit in accordance with Article 29, Section B, Subd. 1, and shall be returned to the salary schedule at the step at which they were placed when they left the unit, with accommodation for general increases in the indicated step. If the faculty member’s service to the university in the year he/she left the unit qualified him/her for an
increase in the succeeding year, then he/she shall be entitled to that increase upon his/her return to the unit. Seniority shall not accrue during the years faculty members are on extended leave.

**Section B. Parental Leave.** Upon request, a parental leave of absence without pay shall be granted to birth or adoptive parents. The leave shall commence on the date requested by the faculty member, and shall continue for a period of up to one academic year or nine-month appointment. Parental leave may be extended for an additional academic year/nine-month appointment upon application to and approval by the Administration. Faculty members on parental leave shall continue to accrue seniority.

While on unpaid leave, that qualifies under the Family Medical Leave Act of 1993, the Employer contribution for health and dental insurance will continue to be paid to the extent provided for under the Act.

Beginning July 1, 2013, a full-time faculty member will receive a one thousand five hundred dollars ($1,500) lump sum payment if leave used under this section begins prior to and does not end during the course of an academic semester. To qualify for this benefit, the faculty member must be on unpaid leave for at least one full semester.

**Section C. Maintenance of Benefits.** While on unpaid leave, the faculty member shall have the right to continue, to the extent permitted by law, any or all benefits, provided any direct cost resulting therefrom is reimbursed to the Employer by the faculty member.

**Section D. Accrued Benefits.** A faculty member while on leave shall retain all rights and accumulated benefits. A faculty member on leave pursuant to Section A, Subd. 2 or Section B, of this article, or a tenured faculty member on general or extended leave of absence for purposes judged by the President to be of benefit to the institution, such as service or employment in the area of his/her expertise, shall for purposes of layoff be entitled to credit for years of seniority accumulated during the leave, and shall be entitled to continuation of insurance benefits, unless provided through outside employment during the leave.