

1. **Definition of Leave –**

No more than twice during the career of a faculty member at the university, he or she shall be granted, upon request, a paid parental leave for the birth or adoption of a child. Instructional faculty will be eligible for up to nineteen and a half (19.5) contiguous weeks, or one (1) semester of paid parental leave. Non-instructional faculty will be eligible for up to three (3) months of contiguous paid parental leave. In the circumstance that both parents are faculty members employed by the university, only one parent may request paid parental leave under this program for each qualifying event (birth or adoption).

In the spirit of providing continuity in the classroom for our students, faculty members are encouraged to work with their department Chairs and/or Deans to coordinate the specific arrangements of the leave. Faculty members may request and be granted the opportunity to apply additional accrued sick leave and/or time off without pay to the paid parental leave as provided for above.

Faculty in USF Health who receive clinical compensation will be paid in accordance with USF Health procedures for Extended Leave. For more information on this procedures, please visit the Office of Faculty Affairs website at: <http://health.usf.edu/facultyaffairs/index.htm> or contact the Office of Faculty Affairs directly at 974-5105.

2. **Eligibility –**

In order to participate in this program, an employee must be in the United Faculty of Florida (UFF) bargaining unit or in the Faculty Pay Plan on a benefit eligible line, employed for a minimum of one (1) academic year for faculty members with instructional responsibilities or a minimum of one (1) calendar year for faculty members without instructional responsibilities, and employed on at least a 0.75 FTE line. This program does not apply to individuals on a temporary, a term limited, or a visiting appointment. Furthermore, employees on contracts or grants shall be eligible to the extent that such program benefits are permitted by the terms of the contract or grant, the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant.

3. **Commitment to Reimburse –**

The faculty member shall not be required to use accrued leave during the first nineteen and one-half (19.5) weeks, or one (1) semester, of the parental leave. However, whenever the faculty member resigns, retires, or otherwise permanently terminates employment with the university, the number of hours that the faculty member has utilized for paid parental leave, excluding any hours that were taken as accrued leave, shall be deducted from the total balance of accrued sick and/or annual leave that the faculty member has remaining at the time of separation from the university. This deduction shall be performed only immediately prior to calculating any payment to be made to the faculty member for unused sick and/or annual leave pursuant to the Collective Bargaining Agreement in force and University Regulations.

4. **Commitment to Return –**

The faculty member must agree in writing to return to university employment for at least one (1) academic year for those with instructional duties and for at least one (1) calendar year for those

without instructional duties following participation in the program. Agreements to the contrary must be reduced to writing prior to participation.

5. **Notice and Use with Other Leave(s)** –

Paid parental leave shall not be granted such that it relieves the faculty member of both teaching and service assignments for more than one (1) semester. This program does not prohibit deans or chairs from modifying duty assignments before and after the paid leave. The faculty member must request use of the paid parental leave in advance of the initiation of the parental leave, no later than three (3) months prior to the beginning of the leave, and the leave must occur no later than the academic semester immediately following the birth or adoption event. A shorter notice period may be allowed, on a case-by-case basis, for good cause and/or special circumstances, by the faculty member's supervisor. Unless approved in writing by the faculty member's supervisor, paid parental leave may not be used immediately before or after Sabbaticals or Professional Development Leave. When faculty members notify their dean or chair of their intent to participate in the program, notice will be provided to the Division of Human Resources to assess the faculty member's eligibility under the Family and Medical Leave Act (FMLA). If FMLA eligibility requirements are satisfied, up to twelve (12) weeks of the paid parental leave will be designated as FMLA, and tracked concurrently.

6. **Signed Agreement** –

The faculty member is required to sign a written agreement detailing the terms of this benefit. Participation in this benefit is contingent upon execution of the signed documentation.

7. **Repayment** –

Repayment of salary received during paid parental leave shall be required in those instances where salary is paid in the absence of a signed agreement by the faculty member, or when the faculty member fails to comply with the terms of a signed agreement.

8. **Interaction with Tenure** –

The tenure clock will automatically stop at the onset of the approved paid parental leave (as defined under this program). Faculty may opt out by notifying the university, in writing, that they wish for the tenure clock to continue during the approved paid parental leave.