

**ARKANSAS TECH UNIVERSITY
BOARD POLICY**

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STAFF HANDBOOK

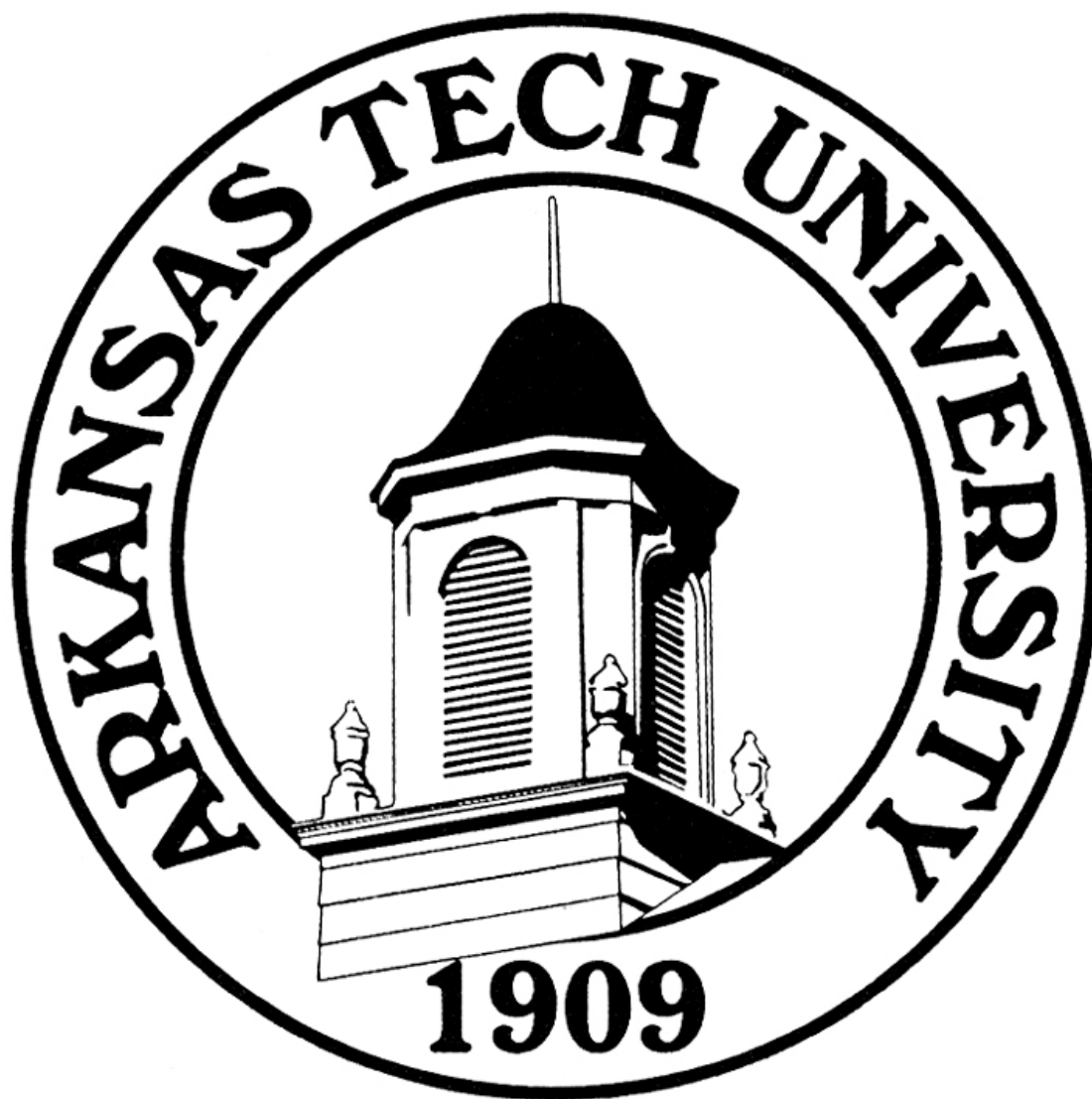


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INTRODUCTION

This handbook is designed to inform supervisors and non-faculty employees of the personnel policies and procedures at Arkansas Tech University.

The material in this manual is designed to assist users in simplifying some of the complexities inherent in daily personnel operations on the Tech campus but is not intended to cover all the details. The material represents a compilation of policies and procedures developed by the State of Arkansas and Arkansas Tech University. Any questions regarding these regulations should be referred to the Office of Human Resources.

This document is not a contract nor a guarantee of employment. Separation of employment may be initiated by the employee or Arkansas Tech University at any time.

As with all agency policies and procedures, changes may occur. If revisions are made, employees will be notified of the necessary changes and policies will be maintained on the University Counsel's website located at www.atu.edu/counsel.

HISTORY OF ARKANSAS TECH UNIVERSITY

Arkansas Tech University was created by an act of the Arkansas General Assembly in 1909. Under the provisions of the Act, the state was divided into four Agricultural School Districts. Boards of Trustees were appointed by the Governor with the approval of the Senate, and appropriations were made for the erection of buildings and employment of a faculty for a district agricultural school in each of the four districts.

Twenty counties of northwestern Arkansas were designated as the Second District. Several towns made efforts to have the school located in their midst. The Governor appointed a Board of Trustees for the Second District Agricultural School and after considering all proposals, they decided to locate it at Russellville, which had made an offer of a tract of 400 acres of land adjoining the city limits.

The school started classes in the fall of 1910. The first class to graduate from the school was the high school class of 1912. In 1921-22 a freshman year of college work was offered, in 1922-23 a second year, in 1923-24 a third year, and in 1924-25 a fourth year. In 1925 the General Assembly changed the name from the Second District Agricultural School to Arkansas Polytechnic College with power to grant degrees. The effort to maintain a four-year high school and a four-year college proved beyond the resources of the institution at that time, and it became a junior college in 1927. The four years of secondary work were dropped, one year at a time, and the last high school class was the class of 1929.

In 1948-49 the College offered a third year of college work, and in 1949-50 the fourth year, with the first baccalaureate degrees awarded at the end of the 1949-50 spring semester. A graduate program leading to the degree of master of education was established in 1976.

In accordance with an act of the Arkansas General Assembly and by the authority of the State of Arkansas Board of Education, the name of Arkansas Polytechnic College was changed to Arkansas Tech University, effective July 9, 1979.

GENERAL PROCEDURES

100 EMPLOYMENT WITH THE UNIVERSITY

- 101 Equal Employment Opportunity Policy**
- 102 Doctrine of Employment at Will**
- 103 Job Vacancies**
- 104 Hiring**
- 105 Employment of Extra Help Personnel**
- 106 Employment at Camps, Seminars, and Workshops**
- 107 Background Checks**
- 108 Verification of Citizenship and Legal Employment Status**
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- 117 Reference Inquiries**
- 118 Veteran's Preference**
- 119 American's with Disabilities Act**
- 120 Training**

101 EQUAL EMPLOYMENT OPPORTUNITY POLICY

Arkansas Tech University does not discriminate on the basis of race, color, sex, sexual orientation, gender identity, race, age, national origin, religion, veteran status, genetic information, or disability in any of its practices, policies, or procedures. This includes, but is not limited to, employment, admissions, educational services, programs or activities which it operates, or financial aid.

Arkansas Tech University complies with all applicable state and federal laws including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended, Title IX of the Educational Amendments of 1972, Section 503 of the Rehabilitation Act of 1973, Section 504 of the Rehabilitation Act Amendments of 1974, Age Discrimination Act, Vietnam Era Veterans Readjustment Assistance Act, Uniformed Services Employment and Reemployment Act, the Civil Rights Restoration Act of 1987, the Americans with Disabilities Act of 1990 and the Civil Rights Act of 1991.

Arkansas Tech University will provide equal opportunity in employment to all persons. This applies to all phases of the personnel process, including recruitment, hiring, placement, promotion, demotion, separation, transfer, training, compensation, discipline, and all other employment terms, conditions, and benefits. Arkansas Tech University prohibits discrimination based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, or veteran status.

Arkansas Tech University will provide a copy of this policy to all applicants for employment. All faculty and staff will be notified annually of the policy. Further, Arkansas Tech University will consider through a designated grievance procedure, the complaints of any person who feels that he or she has been discriminated against on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, or veteran status.

Arkansas Tech University will have an Affirmative Action Plan that contains a set of specific and result-oriented procedures to apply every good faith effort to achieve prompt and full utilization of minorities, women, those with disabilities or veterans at all levels and all segments of its workforce where deficiencies exist. Additionally, Arkansas Tech University will continually monitor and evaluate its employment practices to ensure that they are free of bias or discrimination based upon race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, or veteran status.

A copy of the Affirmative Action Plan, including specific responsibilities and provisions for implementation and compliance will be made available upon request.

Responsibility for implementation and compliance with this Affirmative Action policy has been delegated to the Affirmative Action officer.

102 DOCTRINE OF EMPLOYMENT AT WILL

The University is an at-will employer consistent with Arkansas law.

103 JOB VACANCIES

Employment vacancies for classified staff are advertised 10 working days and non-classified are advertised 15 working days. All positions are advertised through Cornerstone via our Career Site and all applications must be received prior to the closing date/time to be considered.

Employment of Personnel:

1. The position must be authorized in the operating budget and go through the established approval process.
2. The supervisor must notify the Office of Human Resources of vacancy and other pertinent information (complete requisition via Cornerstone)

3. Applications will be accepted for at least ten working days.
4. The Office of Human Resources will screen applicants for minimum qualifications under the job specifications for classified positions. The department will have the responsibility of screening applications, setting up interviews and calling references. Applicants who have a disability are considered qualified if they can document that they are able to perform the essential functions of the position with or without reasonable accommodations.
5. The salary will be set by the Human Resources Officer at entry level of the proper pay range. Any variation must be approved by the Vice President for Administration and Finance or the President. Actual employment and issuance of an employment notice will be done by the Office of Human Resources. Contracts for Non-classified positions are distributed by the office of University Counsel. Necessary forms will be completed and the new employee will be given information concerning University regulations and employee benefits, normally within the first week of employment.
6. All persons seeking employment should refer to the Office of Human Resources website located at: <https://www.atu.edu/hr/>. Job openings may be found here: <https://atu.csod.com/ats/careersite/search.aspx?site=1&c=atu>

104 HIRING

The selection team is responsible for checking references and scheduling interviews and are required to sign a confidentiality agreement for each search. The selection team will provide all documentation used in the hiring process over to Human Resources for retention to support the Affirmative Action goals of the University.

Immediately upon reporting for work, all new employees must furnish the Office of Human Resources with information and forms including:

1. Personnel Event Data Form
2. Federal Withholding Certificate
3. State Withholding Certificate
4. Retirement Information
5. Social Security Card
6. Documents for identification and to establish work eligibility

Effective the first day of employment, a “Notice of Employment” will be issued and payroll forms must be completed in the Office of Human Resources. The employee is considered to be in a “probationary status” for ninety (90) days.

105 EMPLOYMENT OF EXTRA HELP PERSONNEL

For employment of “Extra Help” personnel approved in the budget, the following will apply:

1. A written request to hire extra help is to be submitted and approved by the Office of Human Resources prior to seeking applicants to fill the position. The request is to include the beginning and ending dates of employment and a description of the duties the assignment is to entail. The Office of Human Resources will notify the department which classification and job description such employment best fits. The employee will be paid at the rate of Entry Level in the prescribed pay range.

Exception: In some circumstances, depending upon the applicant’s past experiences and time-in- service with the University, knowledge and abilities of the applicants toward the vacant job duties, and outside experience and education, the hourly rate may be assigned to a higher level upon the approval of the administration.

2. The Office of Human Resources will screen applicants for qualifications under job specifications and refer those qualified to the supervisor for interview.
3. Supervisor will notify the Office of Human Resources of a preference request for employment by submitting a Request for Extra Labor Form.
4. Once the applicant has been approved for employment, successfully completed a background check, and completed all necessary paperwork in the Office of Human Resources the employee is eligible to begin work.

106 EMPLOYMENT AT CAMPS, SEMINARS, AND WORKSHOPS

Individuals not currently employed by the University to assist with summer camps, continuing education seminars and other workshops may be paid by contract via the extra-labor payroll cycle. In order for an individual who is currently employed by the University to receive separate remuneration for employment at camps, seminars, and workshops, the employee must take annual leave and must also have the appropriate paperwork for concurrent employment completed, approved, and filed with the Arkansas Department of Finance and Administration as well as either the Office of Human Resources or Academic Affairs, as appropriate.

Such personnel must be hired and processed according to the extra-labor guidelines established by the Human Resources Director. The Program director must certify the amount of the contract in writing to the Payroll Officer.

Strict adherence to processing deadlines set forth by the Payroll Office is required to ensure timely processing of payment.

This policy is not designated for personnel employed on a work schedule at an hourly rate of pay. Those employees will continue to be paid in accordance with regular extra-labor procedures.

In certain instances, program directors may find it necessary to employ students to assist with campus and special programs. In such instances, when a program director must employ both students and non-students to perform identical duties and must pay the non-student fee or rate of pay which is greater than the prevailing college work-study rate, the director may pay the student an equivalent rate. It is the intent of this policy to eliminate disparity between individuals who perform identical duties.

Advance approval from the Human Resources Director is required to make use of the provisions of this policy. This exception is not available to the program director's family or relatives.

107 BACKGROUND CHECKS

All staff hired are subject to criminal background checks. The university will comply with the Fair Credit Reporting Act.

108 VERIFICATION OF CITIZENSHIP AND LEGAL EMPLOYMENT STATUS

Under authority of the Immigration Reform and Central Act (IRCA) of 1986, the University must verify citizenship and legal employment status of all persons hired after November 6, 1986.

Although the University is required to comply with IRCA, it is prohibited from discriminating in hiring or terminating anyone on the basis of national origin.

All employees must complete proper verification forms prior to beginning employment at the University. If time permits, a fact sheet on legal employment status and notice of employment will be mailed to the prospective employee prior to employment

109 EMPLOYEE PERFORMANCE EVALUATIONS

Full-time employees are subject to an annual performance evaluation. The evaluation is designed to give the University a chance to evaluate the work, attitude and attendance of an employee, to serve as a guideline in determining potential salary increases, and to afford the employee and supervisor an opportunity to discuss strengths and weaknesses of performance for the purpose of improvement. The employee will be given an opportunity to provide written comments regarding his/her performance evaluation.

The performance evaluation will be based on essential functions of the position. In the case of an employee who is disabled, the evaluation will be based on the ability of the employee to perform the essential functions of the assigned position with or without reasonable accommodations. A reasonable accommodation may include a transfer to another position, as available, in which the employee is able to perform the essential functions.

110 CONCURRENT EMPLOYMENT

A.C.A. §6-63-307; §19-4-1604; and §§21-8-203 and 204

Employment in more than one role or position within Arkansas Tech University and/or any other state agency or institution is regulated by the State of Arkansas.

University employees may work concurrently in two state positions if the conditions listed below are met:

1. Both the institution and/or agency directors approve the employment.
2. Employment in another state position does not interfere with the required performance of an employee's primary duties.
3. The combined salaries of both positions do not exceed the larger maximum annual salary of either position.
4. Authorization is granted by the Arkansas Department of Higher Education (ADHE) as requested by the secondary employer.

Pursuant to A.C.A. §6-63-307, any employee knowingly violating the provisions of this section will be subject to immediate termination and will be barred from employment by an agency or institution of the State of Arkansas for a period of not less than three years or until such employee will repay the State of Arkansas any sums received by such employee in violation of this section, together with interest at a rate of ten percent (10%) per annum.

111 EXTERNAL EMPLOYMENT

External employment is defined as any paid activity for any non-university entity or person, whether or not such work is performed on campus, and also includes self-employment such as, but not necessarily limited to, consulting, advising, workshops, seminars, conferences, or similar work performed in addition to the official responsibilities of a full-time employee.

Arkansas Tech University employees are expected to fulfill their duties and responsibilities assigned to their particular position or job. External employment should not interfere with university employment. External employment must not create or result in a conflict of interest.

External employment is subject to the following expectations:

1. The external employment may not interfere with the obligations of the employee to the university or create any conflicts of interest;
2. For employees who accrue annual leave, annual leave must be taken if the external employment would overlap with regularly scheduled work hours of the employee;
3. As a general rule, university resources (including facilities, supplies, and equipment) shall not be used for personal gain. However, in certain projects which accrue to the mutual benefit of the university and the individual faculty member, a Memorandum of Understanding for reimbursement to the university may be entered into in order to provide access to university resources.

4. Employees performing external employment are solely responsible for work performed in the course of external employment, and the university is not responsible for such work;
5. All external work is performed in the employee's individual capacity;
6. Employees engaged in external employment do not officially represent the university, will not receive legal representation from the university, and are not an agent of the university when acting in that capacity; and
7. The view, thoughts, and expressions of the employee during the external employment do not represent the views or position of the university.

112 AGE DISCRIMINATION

A.C.A. §21-3-203

Arkansas law protects employees against discrimination based on their age. This law protects those individuals who are at least forty (40) years of age or older.

The university shall not fail or refuse to hire or to discharge an employee or otherwise discriminate against the employee with respect to compensation, terms, conditions, or privileges of employment because of the employee's age.

The university shall not limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of the individual's age. The university cannot reduce the wage rate of any employee because of age in accordance with this policy.

The university may take adverse personnel actions if age is a bona fide occupational qualification, reasonably necessary to the normal operations of a particular job, or where the differentiation is based on factors other than age.

The university may discipline an employee or discharge an employee for good cause and not be restricted by the intent of this law.

113 COMPLIANCE WITH THE MILITARY SELECTIVE SERVICE ACT

A.C.A. §21-3-102

Most male U.S. citizens and every other male person residing in the United States between the ages of 18 and 25 are required by law to have registered with the Selective Service System within 30 days of their 18th birthday. The Federal Selective Service System is a means by which the United States maintains information on those subject to military drafting.

A male applicant between the ages of eighteen (18) and twenty-five (25) seeking employment with the university shall be registered with the Selective Service System.

An applicant is not required to register with the Selective Service System if the person is:

1. Under eighteen (18) years of age;
2. In the United States armed forces on active duty, other than in a reserve or national guard unit;
3. An alien lawfully admitted to the United States for so long as he or she continues to maintain a lawful nonimmigrant status in the United States;
4. A permanent resident of the trust territory of the Pacific Islands or the Northern Mariana Islands; or
5. Excused from registration for other reason provided by federal law and that reason is included in the certificate.

No person who is required to register with the Selective Service System shall be eligible for employment by the university or for admission to the university unless the person has signed a statement of selective service status.

For more information, see the Selective Service System website at <https://www.sss.gov/>.

114 EMPLOYMENT OF PERSONS UNDER 18 YEARS OF AGE

A.C.A. §§ 1-6-104 through 110

Purpose

Generally, children under the age of 18 are prohibited from working in the state of Arkansas; however, there are circumstances where it is permitted. State agencies wanting to hire children under the age of 17 should follow the Arkansas Department of Labor guidelines found at <http://www.labor.arkansas.gov/child-labor>.

Any person or employer found to be in violation of this law shall be subject to a civil penalty.

This policy does not include children between the ages of 16 and 18 who:

- have graduated from any high school, vocational school, or technical school;
- are married; or
- are a parent.

Limitations on hours of work for children

Under fourteen (14) years of age: Children under the age of fourteen (14) cannot be employed in any paying capacity, except during school vacation when they may be employed by their parents or guardians in occupations owned or controlled by them.

Under sixteen (16) years of age: Children under the age of sixteen (16) cannot be employed in any occupation that is dangerous to life and limb, injurious to the health and morals of the child, or in any saloon, resort, or bar where liquors are sold or dispensed.

115 FALSIFYING EMPLOYMENT APPLICATION

A.C.A. §21-12-102

A state employee who is found to have falsified his or her employment application by alleging to have earned a college degree which was not earned will be immediately terminated from employment. Falsifying an employment application in any other material way may be grounds for immediate termination.

116 VERIFICATION OF EDUCATION/TRAINING/CERTIFICATION/LICENSURE

If it is a requirement that a college degree/master's degree/doctorate degree/license/registration is necessary to hold any position with the University, the employee must submit proof of such to the Office of Human Resources within 30 days of the hire date. Proof includes a notarized college transcript with the degree received indicated, a letter from a college registrar, copy of the license/registration, etc.

117 REFERENCE INQUIRIES

A.C.A. §11-3-204

Prospective employers may request reference checks on prospective employees. A prospective employer is not required to request employment history on a prospective employee and a current or former employer is not required to disclose employment history to any prospective employer; however, a current or former employer may only provide information if there is written consent from the prospective employee.

Prospective Employee Written Consent

The employee's signed and dated consent must be given before any information can be released on the employee's employment history. The consent must be on a separate form from the employment application form, or, if included in the employment application form, must be in bold letters and in larger typeface than the largest typeface in the text of the employment application form.

The consent form must state, at a minimum, language similar to the following:

"I, (applicant), hereby give consent to any and all prior employers of mine to provide information with regard to my employment with prior employers to (prospective employer)."

If an applicant is hired and remains with the new employer for longer than six months, the consent shall be valid for no longer than six months. If the applicant is hired and remains with the new employer for less than six months, the consent shall be valid for six months after the termination of employment.

Providing References to Prospective Employers

The following information may be disclosed about a current or former employee's employment history to a prospective employer upon receipt of the written consent from the current or former employee.

1. Date and duration of employment;
2. Current pay rate and wage history;
3. Job description and duties;
4. The last written performance evaluation prepared prior to the date of request;
5. Attendance information;
6. Results of drug or alcohol tests administered within one (1) year prior to the request;
7. Threats of violence, harassing acts, or threatening behavior related to the workplace or directed at another employee;
8. Whether the employee was voluntarily or involuntarily separated from employment and the reasons for the separation; and
9. Whether the employee is eligible for rehire.

118 VETERAN'S PREFERENCE

A.C.A. §21-3-301

State agencies and institutions of higher education are required to give preference to certain qualified veterans and disabled veterans, spouses of disabled veterans, or the surviving spouse of a deceased qualified veteran during hiring, promotion and retention of employees.

Veteran:

(1) A person honorably discharged from a tour of active duty, other than active duty for training only, with the United States Armed Forces; or

(2) any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six years, whether the person has retired or been discharged or not.

An applicant must voluntarily submit official proof of his or her status as a veteran, disabled veteran, spouse or a surviving spouse of a deceased veteran to receive veteran's preference. Veteran's preference does not apply to elected officials or political employees or to any person hold a strictly confidential administrative or secretarial position in relation to the appointing officer.

An applicant entitled to preference shall not be disqualified from holding any position on account of age or by reason of any physical disability, provided that the age or disability does not hinder the applicant's ability to properly perform the duties of the position for which he or she applied.

Subject to numerical scoring

The total number of points assigned to an examination, evaluation or similar instrument is determined by each agency; however, the number should not be so great that it renders the veteran's preference points as meaningless.

5 points

If an agency uses an examination, evaluation, or similar instrument subject to numerical scoring

to establish a list of qualified candidates to be interviewed for a position and an applicant entitled to a veteran's preference receives a passing grade, the applicant shall have 5 points added to his or her final earned rating.

10 points

Disabled veterans, veterans over the age of 55 who are disabled and entitled to a pension or compensation under law, or the spouse of a disabled veteran whose disability disqualifies him or her for selection shall have 10 points added to his/her final rating score on the examination, evaluation or similar instrument.

The disability must be established by the United States Department of Veterans Affairs records.

Not subject to numerical scoring

If an agency uses an examination, evaluation, or similar instrument that is not subject to numerical scoring, then the selection authority must demonstrate how veteran's preference was applied in developing a list of qualified candidates to be interviewed and in selecting the successful candidate.

Interview list

Applicants who qualified in an examination, evaluation, or similar instrument given for the purpose of establishing an interview list will be placed on the list in the following order:

1. Names of 10 point preference eligible candidates will be placed at the top of the list of persons certified as having equal eligibility points;
2. Names of 5 point preference eligible candidates shall be placed at the tops of the list of persons certified as having equal eligibility points; and
3. The names of all other eligible candidates who do not have preferences as provided in this section shall be placed on the list according to their ranking of eligibility points.

Failure to interview and/or hire a veteran

If a veteran is not selected for a position and numerical scoring was used, at the veteran's request the selection authority shall provide the veteran with his or her base score, adjusted score, and the successful candidate's score.

If a scoring method other than numerical was used, at the veteran's request, the selection authority must provide all documentation to the veteran to demonstrate how the veteran's preference was applied to develop the interview list and select the successful candidate.

The selection authority or hiring official must submit the reason(s) to the veteran in writing. The written reason will become a part of the employment application records of the agency and be retained for the same period of time as all other employment applications as established by law or agency policy.

The selection authority is not required to provide the veteran with testing materials or any other information concerning the successful candidate or other applicants that is not authorized for release under the Veterans Preference Law or the Freedom of Information Act.

119 AMERICAN'S WITH DISABILITIES ACT

Arkansas Tech University does not discriminate on the basis of race, color, sex, sexual orientation, gender identity, race, age, national origin, religion, veteran status, genetic information, or disability in any of its practices, policies, or procedures. This includes, but is not limited to, employment, admissions, educational services, programs or activities which it operates, or financial aid.

Arkansas Tech University complies with all applicable state and federal laws including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended, Title IX of the Educational Amendments of 1972, Section 503 of the Rehabilitation Act of 1973, Section 504 of the Rehabilitation Act Amendments of 1974, Age Discrimination Act, Vietnam Era Veterans Readjustment Assistance Act, Uniformed Services Employment and Reemployment Act, the Civil Rights Restoration Act of 1987, the Americans with Disabilities Act of 1990 and the Civil Rights Act of 1991. Responsibility for implementation and compliance with this Non-Discrimination Policy has been delegated to Bob Freeman, Director of Human Resources and Affirmative Action officer who can be reached by emailing rfreeman18@atu.edu or calling (479) 968-0396.

120 TRAINING

Occasionally the need for employee training may be necessary. It is the responsibility of the employee's supervisor to approve these activities. If training is required for the position, training and travel expenses may be covered by the university.

200 GENERAL POLICIES AND PROCEDURES

201 Smoke and Drug Free Workplace

202 Political Freedom

203 Political Activity

204 Ethics Policy

205 Whistle Blower Protection Act

206 Sexual Harassment

207 Consensual Relations

208 Sexual Misconduct

209 Hiring Relatives – Nepotism

210 Married State Employees

211 Workers’ Compensation

201 SMOKE AND DRUG FREE WORKPLACE

Clean Air on Campus Act of 2009; A.C.A. §§6-60-801 through 807; A.C.A. §20-27-1801

Clean Air on Campus Act

Definitions

“Campus” means all property, including buildings and grounds that are owned or operated by Arkansas Tech University.

“E-cigarette” means an electronic oral device that provides a vapor of nicotine or other substance that, when used or inhaled, simulates smoking, including without limitation a device that:

- A. Is composed of a heating element, battery, or electronic circuit or a combination of heating element, battery, and electronic circuit;
- B. Works in combination with a liquid nicotine delivery device composed, either in whole or in part, of pure nicotine and propylene glycol and manufactured for use with e-cigarettes; and
- C. Is manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, or under any other name or descriptor.

“Employee” means an individual who is employed by a state-supported institution of higher education in consideration for direct or indirect monetary wages or profit;

“Governing authority” means the administrative branch of the state-supported institution of higher education.

“Guest” means a visitor to the campus of a state-supported institution of higher education;

“Secondhand smoke” means smoke:

- A. Emitted from lighted, smoldering, or burning tobacco when the person is not inhaling;
- B. Emitted at the mouthpiece during puff drawing; and

C. Exhaled by the person smoking.

“Smoking” means inhaling, exhaling, burning, or carrying any:

- A. Lighted tobacco product, including cigarettes, cigars, and pipe tobacco; and
- B. Other lighted combustible plant material; and

“Student” means an individual enrolled in a credit or non-credit course at a state-supported institution of higher education.

Specific Provisions

Effective August 1, 2009, use of any tobacco product, including, but not limited to smoking, dipping, or chewing tobacco is prohibited on campus. This policy shall be enforced by the Arkansas Tech University Department of Public Safety.

Smoking or the use of e-cigarettes is prohibited on each campus of state-supported institutions of higher education.

An individual or campus subject to the smoking prohibitions of this section shall not discriminate or retaliate in any manner against a person for making a complaint of a violation of this section or furnishing information concerning a violation to a person, campus, or governing authority.

Pursuant to Act 743 of 2009, beginning August 1, 2010, any person who smokes on campus shall in addition to the penalties set forth above, be guilty of a violation and upon conviction in Russellville District Court, shall be punished by a fine of not less than (\$100) one hundred dollars nor more than (\$500) five hundred dollars.

Student discipline

Students who violate this policy shall be disciplined as follows:

- 1. First Offense –Written warning.
- 2. Second Offense –Six months probation as defined in the Student Code of Conduct.
- 3. Third and subsequent Offenses - \$50.00 fine.

Employee discipline

Employees who violate this policy shall be disciplined as follows:

- 1. First offense – written warning
- 2. Second offense –Written reprimand placed in personnel folder
- 3. Third and subsequent Offenses - \$50.00 fine

Visitors/independent contractor discipline

Visitors or employees of independent contractors who violate this policy shall be disciplined as follows:

- 1. First offense –written warning
- 2. Second offense –banishment from campus

Students may appeal their sanction pursuant to the terms of the Student Code of Conduct. All others may appeal the sanction imposed pursuant to this policy by submitting a written appeal

to the Human Resources Committee within five calendar days of the infraction.

Drug Free Workplace

State agencies that receive federal funds certify that they will maintain a drug free workplace. Failure to do so may result in a suspension of contracted payments, contract termination or debarment from future government awards. Any employees violating this policy will be subject to discipline up to and including termination.

State agencies, boards and commissions are required to certify that they are in compliance with the Drug Free Workplace Act of 1988. It is the policy of the State of Arkansas that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in a state agency's or institution's workplace is prohibited. Violation of this policy can subject employees to discipline up to and including termination. Accordingly, the following are policy statements which shall govern the various forms of controlled substance abuse on the university campus or in the university workplace.

1. The university will not differentiate between drug users and drug pushers or sellers. Any employee who gives or in any way illegally transfers a controlled substances to another person, or illegally sells or manufactures a controlled substance, or illegally uses a controlled substance while on the job, on university premises, or in university vehicles will be subject to discipline up to, and including, termination.
2. The term "controlled substance" means any drug listed in 21 USC §812 and other federal regulations. Generally, these are drugs that have a high potential for abuse. Such drugs include, but are not limited to, heroin, marijuana, cocaine, PCP, "crack", and "ice". Also included are legal drugs which are not prescribed by a licensed physician.
3. Each employee is required by law to inform the university within five days after he or she is convicted of violation of any federal or state criminal drug statute if such violation occurred on university premises. A conviction means a finding of guilt (including a plea of *nolo contendere*) or the imposition of a sentence by a judge or jury in any federal court, state court, or other court of competent jurisdiction.
4. The university will notify the federal funding agency of the conviction of any employee for drug use or abuse who is employed in a position utilizing federal funds or a federal grant within ten days of receiving notice of the conviction from the employee or otherwise receiving actual notice of such conviction.
5. If an employee is convicted of violating any criminal drug statute while in the workplace, he or she will be subject to discipline up to, and including, termination. Alternatively, and at the sole discretion of the university, the employee may be required to successfully complete a drug rehabilitation program sponsored by an approved private or government institution.
6. Abiding by the Drug-Free Workplace policy is considered to be a condition of employment for all university employees. Human Resources will ensure that all employees acknowledge, in writing, receipt of a copy of this policy.

202 POLITICAL FREEDOM

A.C.A. §§21-5-501 through 503

Definitions

Elected public official: The Governor, Lieutenant Governor, Secretary of State, Treasurer of State, Auditor of State, Attorney General, Commissioner of State Lands, member of the Arkansas Senate and member of the Arkansas House of Representatives.

Public employee: Any person providing services for the State of Arkansas, a county, a municipal corporation, or any other political subdivision of this state for which compensation is paid.

Public employer: The State of Arkansas and each political subdivision of the State of Arkansas.

Provisions

It is unlawful for a state employee to be prohibited from communicating with an elected public official concerning matters related to the employee's job, except for matters exempted under the Arkansas Freedom of Information Act, or from exercising a right or privilege under the Freedom of Information Act.

It is unlawful for a state employee to be subjected to discipline, threats of discipline, reprimands, either oral or written, or notations in their personnel files disciplining or reprimanding or otherwise be discriminated against, because the employee exercised the right to communicate with an elected public official or exercised a right or privilege under the Arkansas Freedom of Information Act.

A state employee who has intentionally made untrue allegations to an elected official concerning matters related to the employee's job may be subject to discipline.

A person who intentionally violates a provision is guilty of a Class A misdemeanor.

203 POLITICAL ACTIVITY

A.C.A. §7-1-102, 103; Governor's Policy Directive #9

It is unlawful for a state employee to use any office or room furnished at public expense to distribute any letters, circulars, or other campaign materials, unless such office or room is regularly used by members of the public for such purposes without regard to political affiliation. It is further prohibit for a state employee to use for campaign purposes any item of personal property provided with public funds.

State employees can, should, and are encouraged to participate in the election process so long as assistance to candidates is rendered on the employee's own time and State property is not involved. Employees are not to endorse candidates, including the Governor, in their official capacity as State employees. A person's status as an employee of the State is public knowledge. Public endorsements of a candidate can easily be interpreted as endorsements of an official

capacity. The legal provisions can be summarized as follows:

1. State employees are prohibited from engaging in partisan political activity during the hours they are performing work for, and being paid by an agency of State government.
2. Political banners, posters or literature should never be allowed to be displayed on or in any State office.
3. Political bumper stickers or decals should never be displayed on or in a State car. State vehicles must not be used during or after work hours to promote or assist the candidacy of any person in any way. State employees may not display political advertising on personal vehicles when using these vehicles in the performance of official duties for which they shall be reimbursed by the State.

No State official (whether elected or appointed) shall assess employees for any political purpose or use threats or coercion to require or persuade an employee to contribute to a particular candidate or cause.

The University shall schedule work hours of employees on election days so that each employee will have an opportunity to exercise the right to vote.

In addition to these prohibitions established by Arkansas law and by administrative policy, there are other specific limitations which apply to employees whose salaries are either partially or totally paid from federal funds. These rules are established by the Federal Hatch Act.

For specific questions about Arkansas Election Law, consult the Secretary of State's Elections Division (501-682-1010). Questions regarding the Federal Hatch Act as it relates to federally-funded State employees may be answered by the Office of Special County in Washington, D.C. (<http://www.osc.gov>)

204 ETHICS POLICY

Introduction

This ethics policy serves (1) to emphasize the University's commitment to ethical conduct and compliance with the law; (2) to set forth basic standards of ethical behavior; (3) to provide reporting mechanisms for known or suspected ethical violations; (4) to help prevent and detect wrongdoing.

Given the variety and complexity of ethical questions that may arise in the course of carrying out the University's business, this Code can serve only as a general guide. Confronted with ethically ambiguous situations, employees should keep in mind the University's commitment to the highest ethical standards and seek advice from appropriate levels of University administration so as to ensure that this commitment is honored at all times.

This ethics policy has been adopted by the Board of Trustees and is to be administered at the direction of the President. A campus, department, or area may implement more specific associational or professional policies that supplement this policy, but each must be approved by the President and each must have a higher (and not lower) ethical requirement than this policy.

In the event of a conflict between this policy and those of a campus, unit, or area, this policy will control.

This ethics policy applies to all Arkansas Tech University employees. This policy may be amended or supplemented from time to time by the Board of Trustees.

Public employment is a public trust. It is the policy of Arkansas Tech University to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the university. The policy is implemented by prescribing essential restrictions against conflict of interest without creating unnecessary obstacles to entering public service.

The institution and its employees shall conduct themselves in a manner that strengthens the public's trust and confidence by adhering to the following principles:

- Conduct that is beyond reproach and integrity of the highest caliber;
- Act with honesty and fairness in good faith and professionalism;
- Accountability, transparency and commitment to compliance with statutory requirements; and
- Being proactive in pursuing ethical conduct in future years.

Definitions

1. "Confidential information" means any information which is available to an employee only because of the employee's status as an employee of this state and is not a matter of public knowledge or available to the public on request.
2. "Employee" means an individual drawing a salary from the university and any non-salaried individual performing personal services for the university.
3. "Gift" is defined for purposes of this policy using the definition of the Arkansas Ethics Commission rule §300(b), which is set forth in its entirety in attachment "A".
4. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
5. "Immediate family" means a spouse, children, parents, brother and sisters, and grandparents.
6. "Personal gain" means a benefit or advantage that relates to a particular person rather than to a business, group or organization.

General standards of ethical conduct

1. Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of a public trust.
2. Employee Conflict of Interest.
 - a. It shall be a breach of ethical standards for any employee to participate directly or indirectly in any proceeding or application, in any request for ruling or other determination, in any claim or controversy, or in any other particular matter

pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to the employee's knowledge;

- (i) The employee or any member of the employee's immediate family has a financial interest;
 - (ii) A business or organization has a financial interest, in which business or organization the employee, or any member of the employee's immediate family, has a financial interest; or
 - (iii) Any other person, business, or organization with whom the employee or any member of the employee's immediately family is negotiating or has an arrangement concerning prospective employment is a party.
- b. "Direct or indirect participation" shall include, but not be limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement request, including the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

3. Gratuities and kickbacks

- A. It is a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, including the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
- B. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order. Meals provided as part of a conference are excluded from this provision.

4. Use of confidential information

- A. It shall be a breach of ethical standards for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.

5. Non-employees

- A. Any effort to influence any public employee to breach the standards of ethical conduct set forth herein is also a breach of ethical standards.

6. Violations

Violations of this policy may constitute violations of law as set forth in A.C.A. §19-11-701 et. seq.

7. Reporting suspected violations

Employees wishing to report a suspected violation of this ethics policy may report it anonymously to the Human Resources department or the Office of University Counsel at <https://www.atu.edu/standingcommittees/ethics.php>.

8. Guidance

All employees must work together to ensure prompt and consistent enforcement of this Ethics Policy. In some situations, it may be difficult to know if a violation has occurred. Because it is impossible to anticipate every situation that will arise, it is important to approach a new question or problem with confidence. Employees having questions about their obligations under this Code should consult the University's administration and/or the University Counsel.

Attachment A

Gift - As used in these rules, the term "gift" means any payment, entertainment, advance, services, or anything of value, unless consideration of equal or greater value has been given therefor. It does not include:

- (1) Informational material such as books, reports, pamphlets, calendars, or periodicals informing a public servant regarding his or her official duties (NOTE: payments for travel or reimbursement for any expenses are not informational material);
- (2) The giving or receiving of food, lodging, or travel which bears a relationship to the public servant's office and when appearing in an official capacity;
- (3) Gifts which are not used and which, with in thirty (30) days after receipt, are returned to the donor;
- (4) Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any of these persons, unless the person is acting as an agent or intermediary for any person not covered, by this paragraph;
- (5) Campaign contributions;
- (6) Any devise or inheritance;
- (7) Anything with a value of \$100 or less (NOTE: The value of an item shall be considered to be less than \$100 if the public servant reimburses the person from whom the item was received any amount over \$100 and the reimbursement occurs within ten (10) days from the date the item was

received.);

(8) Wedding presents and engagement gifts;

(9) A monetary or other award presented to an employee of a public school district, the Arkansas School for the Blind, the Arkansas School for the Deaf, the Arkansas School for Mathematics, Sciences, and the Arts, a university, a college, a technical college, a technical institute, a comprehensive lift-long learning center, or a community college in recognition of the employee's contribution to education;

(10) Tickets to charitable fundraising events held within this state by a non-profit organization which is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code;

(11) A personalized award, plaque, or trophy with a value of one hundred fifty dollars (\$150) or less;

(12) An item which appointed or elected members of a specific governmental body purchase with their own personal funds and present to a fellow member of that governmental body in recognition of public service;

(13) Food or beverages provided at a conference scheduled event that is part of the program of the conference;

(14) Food or beverages provided in return for participation in a bona fide panel, seminar, speaking engagement at which the audience is a civic, social, or cultural organization or group;

(15) A monetary or other award publicly presented to an employee of state government in recognition of his or her contributions to the community and State of Arkansas when the presentation is made by the employee's supervisor Or peers, individually or through a non-profit organization which is exempt from taxation under Section 501(c) of the Internal Revenue Code, and the employee's receipt of the award would not result in or create the appearance of the employee using his or her position for private gain, giving preferential treatment to any person, or losing independence or impartiality. (NOTE: This exception shall not apply to an award presented to an employee of state government by a person having economic interests which may be affected by the performance or nonperformance of the employee's duties or responsibilities.);

(16) Any work of art, contracted for prior to January 1, 1998, for public service recognition for members of the Arkansas General Assembly; or

(17) Racing passes provided to and accepted by members of the General

Assembly and other constitutional officers for redistribution to their constituents and persons residing outside the State of Arkansas to promote tourism and advance the economic interests of the State.

(18) Anything of value provided by a political party under § 7-1-101 or § 7-7-205 when serving as the host of the following events to all attendees as part of attendance at the event:

(A) The official swearing-in, inaugural, and recognition events of constitutional officers and members of the General Assembly; and

(B) An official event of a recognized political party so long as all members of either house of the General Assembly affiliated with the recognized political party are invited to the official event.

205 WHISTLE BLOWER PROTECTION ACT

A.C.A. §§21-1-601 through 608; §21-1-610; §§21-1-123 and 124

Arkansas law provides certain protections for state employees who blow the whistle regarding certain agency actions or inactions.

Definitions

Adverse action: To discharge, threaten, or otherwise discriminate or retaliate against a state employee in any manner that affects the employee's employment, including compensation, job location, rights, immunities, promotions, or privileges.

Appropriate authority: Any state agency or organization having jurisdiction over criminal law enforcement, regulatory violations, professional conduct or ethics, or waste; or a member, officer, agent, investigator, auditor, representative or supervisory employee of the body, agency or organization. The term includes, but is not limited to, the office of the Attorney General, the office of the Auditor of state, the Arkansas Ethics Commission, the Legislative Joint Audit Committee and the Division of Legislative Audit, and the offices of the various prosecuting attorneys having the power and duty to investigate criminal law enforcement, regulatory violations, professional conduct or ethics, or waste.

Communicate: To give a verbal or written report to an appropriate authority.

Public employee: A person who performs a full or part-time service for wages, salary, or other remuneration for a public or state employer, and includes without limitation a state employee.

Public employer: An agency, department, board, commission, division, office, bureau, council, authority or other instrumentality of the State of Arkansas, including the offices of the various Arkansas elected constitutional officers and the Arkansas General Assembly and its agencies, bureaus, and divisions; a state-supported college, university, technical college,

community college or other institution of higher education or department, division, or agency of a state institution of higher education; The Arkansas Supreme Court, the Court of Appeals, the Administrative Office of the Courts, the circuit courts, and prosecuting attorneys' offices.

Violation: An infraction or a breach, which is not of a merely technical or minimal nature, of a state statute or regulation, of a political subdivision ordinance or regulation or of a code of conduct or code of ethics designed to protect the interest of the public or a public employer.

Waste: A public employer's conduct or omissions which result in substantial abuse, misuse, destruction or loss of public funds, property, or manpower belonging to or derived from state or local political subdivision's resources.

Whistle-Blower: A person who witnesses or has evidence of a waste or violation while employed with a public employer and who communicates in good faith or testifies to the waste or violation, verbally or in writing, to one of the employee's superiors, to an agent of the public employer, or to an appropriate authority, provided that the communication is made prior to any adverse action by the employer.

Fraud Detection

A public employer is required to obtain a criminal background check before hiring an applicant for a position with supervisory fiduciary responsibility over all fiscal matters. The Arkansas State Police will conduct the background check. The applicant must sign a release of information to the public employer. The releasable information will be forwarded to the public employer. The public employer may pay for the criminal background check or require the applicant to pay for it.

The Vice President of Administration and Finance is required to report a loss of public funds to Arkansas Legislative Audit (Legislative Audit) within five (5) business days of discovering the loss. The report can include apparent or unauthorized disbursements of public funds or apparent theft or misappropriation of public funds or property.

An employee who purposely fails to report is guilty of a Class A misdemeanor.

Whistle-Blower

Notification

State agencies and institutions of higher education shall use appropriate means to notify their employees of their protection and obligations under these provisions. Public employers must post the sign prepared by Legislative Audit in a visible place informing employees of the Whistle-Blower law, including the appropriate authority to contact to report waste or a violation and whether a telephone hotline number exists. The sign is available on the Legislative Audit website.

Reward

When a state employee communicates waste or a violation to an appropriate authority, and that communication results in savings of state funds, the state employee shall be eligible to receive a reward equal to ten percent (10%) of the savings in state funds as a result of the changes based on that communication. No reward shall be paid in excess of twelve thousand five hundred dollars (\$12,500). If a reward amount is greater than twelve thousand five hundred dollars (\$12,500), the reward shall be referred to the General Assembly for an appropriation. If a reward is appropriated to a state employer for the benefit of a state employee, it shall be paid from the funds available to the state employer.

A state employee is not eligible for a reward for a communication that is part of the state employee's normal course of job duties, unless that communication is not acted upon by the state employer within ninety (90) days.

A report by an employee of a loss of public funds is considered a communication in the normal course of the employee's job duties if the employee:

1. Handles or exerts control over the funds of the employer;
2. Participates in making decisions or recommendations concerning the deposit, investment, or expenditure of the funds of the employer; or
3. Is responsible for auditing the funds of the employer.

Report by appropriate authority

Upon the resolution of a communicated matter, the appropriate authority shall provide a written report detailing the content of the communication and the outcome of the communication to the:

1. State employee who made the communication; and
2. State employer that was the subject of the communication.

A state employee may choose to forego a reward or choose to remain confidential and request to the appropriate authority that the report not include their name or identifying information. If a state employee makes this request, they are not eligible to receive a reward. The name and identifying information of a state employee requesting confidentiality is not disclosable under applicable state or federal laws.

After receiving the report from the appropriate authority, the state employer must within thirty (30) days of the end of the first full fiscal year in which the changes based on the communication were implemented, issue a report. The report must contain the following:

- A. The total savings in state funds resulting from the communication for the first full fiscal year in which the changes were implemented;
- B. The name of the state employee who made the communication, unless the state employee chose to maintain confidentiality; and
- C. The reward amount the state employee is eligible to receive. If a state employer concludes that the state employee is not eligible for a reward, the reasons shall be stated in the report.

The state employer report must be submitted to the Performance Evaluation and Expenditure Review Subcommittee of the Legislative Council or, if the General Assembly is in session, the Review/PEER Subcommittee of the Joint Budget Committee and the Clerk of the Arkansas State Claims Commission. The report must also be submitted to the state employee who made the communication, unless that state employee chose to remain confidential.

Right to appeal

The state employer report to the state employee must include a notice of the right to appeal to the Arkansas State Claims Commission (“Commission”). A state employee who files an appeal is not subject to adverse action. The state employee has forty (40) days of the submission of the state employer report to file an appeal and the state employee must follow the rules and procedures of the Commission. The state employee who files an appeal has the burden of proving by a preponderance of the evidence that the:

1. The report from the state employer does not accurately reflect the savings attributable to the changes made based on the communication; or
2. The state employer did not accurately assess the determination of a reward, including denying a reward to the state employee.

When the Commission notifies the parties of its decision, it must notify them of a right to appeal that decision. The decision of the Commission may be appealed only to the Claims Review Subcommittee of the Legislative Council or, if the General Assembly is in session, the Claims Subcommittee of the Joint Budget Committee. The notice of appeal must be filed with the Commission within forty (40) days after the Commission renders a decision. The Commission is responsible for notifying the Legislative Council or Joint Budget Committee and all parties to the matter when a notice of appeal is filed.

Within thirty (30) days of the end of the appeal period to the Commission or the resolution of an appeal to the Claims Review Subcommittee, whichever is later, the clerk of the Commission shall notify the state employer of the reward amount to be paid to the state employee. The state employer shall deliver a check to the clerk of the Commission who must deposit the check as a nonrevenue receipt into the Miscellaneous Revolving Fund from which the state employee will be paid.

A state agency or institution is prohibited from taking adverse action against an employee for reporting the loss of public funds.

Communicate in good faith

A state agency or institution is prohibited from taking adverse action against an employee because the employee, or a person authorized to act on behalf of the employee, communicates in good faith the existence of waste of public funds, property, or manpower, including federal funds, property, or manpower, administered or controlled by a public employer or a violation or suspected violation of a law, rule, or regulation adopted under the law of this State or a political subdivision of the state to an appropriate authority. The communication shall be made at a time and in a manner which gives the public employer reasonable notice of the need to correct the

waste or violation.

A state employee communicates in good faith if there is a reasonable basis in fact for the communication of the existence of waste or of a violation. Good faith is lacking when the state employee does not have personal knowledge of a factual basis for the communication or where the state employee knew or reasonably should have known that the communication of the waste or of the violation is malicious, false or frivolous.

A state agency or institution shall not take an adverse action against a state employee because the employee participates or gives information in an investigation, hearing, court proceeding, legislative or other inquiry, or in any form of administrative review.

A state agency or institution shall not take an adverse action against a state employee because an employee has objected to or refused to carry out a directive that the employee reasonably believes violates a law or a rule or regulation adopted under the authority of laws of the state.

Civil action

A state employee who alleges a violation of Whistle-Blower protections may bring a civil action for appropriate injunctive relief or actual damages, or both, within one hundred eighty (180) calendar days after the occurrence of the alleged violation.

An action commenced under this law may be brought in the chancery court for the county where the alleged violation occurred or for the county where the complainant resides, or in the Chancery Court of Pulaski County.

To prevail in an action brought under this law, the state employee shall establish, by a preponderance of the evidence, that the employee has suffered an adverse action because the employee, or a person acting on his behalf, engaged or intended to engage in a protected activity.

As used in this section, "damages" means damages for a job-related injury or loss caused by each violation of the Whistle-Blower Act, including, but not limited to, fringe benefits, retirement service credit, compensation for lost wages, benefits, and any other remuneration, and reasonable court costs and attorneys' fees.

A state agency or institution shall have an affirmative defense to a civil action brought by a state employee if the adverse action taken against the state employee was due to employee misconduct, poor job performance or a reduction in workforce unrelated to a communication made pursuant to the Whistle-Blower protections. The state agency or institution of higher education must prove by a preponderance of the evidence that the existence of the state employee's misconduct, poor job performance or a reduction in workforce is unrelated to the communication. A court in rendering judgment under this act may order any or all of the following remedies:

1. An injunction to restrain continued violation of the provisions of the Whistle-Blower Act;

2. The reinstatement of the public employee to the same position held before the adverse action or to an equivalent position;
3. The reinstatement of full fringe benefits and retirement service credit;
4. The compensation for lost wages, benefits, and any other remuneration;
5. The payment by the state employer of reasonable court costs and attorney's fees.

A court may also order that reasonable attorney's fees and court costs be awarded to the employer if the court determines that an action brought by a state employee under this act is without basis in law or fact. Provided, a state employee shall not be assessed attorney's fees under this section if, after exercising reasonable and diligent efforts after filing the suit, the state employee files a voluntary non-suit concerning the employer within sixty (60) calendar days after determining the employer would not be liable for damages.

Expedited hearing

An employee may request an expedited hearing regarding the employee being reinstated to his or her position until the resolution of the civil action.

If at the hearing the employee can show that a reasonable person would conclude that the termination was the result of adverse action for the employee exercising his or her right under the Whistle-Blower law, the court will order the employee be 1) reinstated to his or her position until the conclusion of the civil action; or 2) reinstated and placed on paid administrative leave until the conclusion of the civil action.

Mediation

A state employee may voluntarily participate in mediation under OPM's mediation program if they wish to resolve a dispute between them that involves an adverse action taken against the state employee. Voluntary mediation shall occur before a civil action has been initiated in court in which the state employee and state agency or institution of higher education are parties.

FOIA and confidentiality

The Whistle-Blower law shall not be construed to permit a disclosure which would diminish or impair the rights of any person or any public official to the continued protection of confidentiality of records or working papers where a statute or the common law provides for protection.

Generally, materials and documentation, including notes, memoranda, recordings, preliminary drafts of investigation reports, and other data gathered in connection with a communication regarding the existence of waste or of a violation are privileged and confidential and exempt from disclosure under FOIA. Confidentiality also applies to communications received by a telephone hotline. Final reports and any supporting documentation regarding communication of the existence of waste or violation are open to public inspection and copying, except documents that are otherwise exempt under law. Additionally, the name and identifying information of the employee eligible to receive a reward may be disclosed, unless the employee requests

confidentiality.

Reporting

State employees may report allegations directly to the DFA Internal Auction Section at (501) 682-0370 or (800) 952-8248. Complaint forms should be mailed to:
Department of Finance and Administration
Office of Accounting—Internal Audit Section
1515 W. 7th Street, Suite 215
Little Rock, AR 72201

206 SEXUAL HARASSMENT

It is the policy of Arkansas Tech University to maintain the University community as a place of work and study for staff, faculty, and students free of harassment, including sexual and gender harassment and all forms of sexual intimidation and exploitation. All students, staff, and faculty should be aware both that the University is concerned and prepared to take action to prevent and correct such behavior.

Sexual harassment by any faculty, staff or student is a violation of both law and University policy and will not be tolerated at Arkansas Tech University. The University considers sexual harassment to be a very serious issue and shall subject the offender to dismissal or other sanctions following the University's investigation and substantiation of the complaint and compliance with due process requirements.

The determination of what constitutes sexual harassment will vary with the particular circumstances, but it may be generally described as repeated and unwanted sexual behavior, such as physical contact and verbal comments or suggestions that adversely affect the working or learning environments of others.

EEOC Guidelines define sexual harassment as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is either explicitly or implicitly made a condition of an individual's employment with the University or a factor in the educational program of a student; and/or
2. Submission to or a rejection of such conduct by an individual is used as the basis for an employment or academic decision affecting such individuals; and/or
3. Such conduct has the purpose or effect of substantially interfering with an individual's right to achieve an educational objective or to work in an environment free of intimidation, hostility, or threats stemming from acts or language of a sexual nature.

Although sexual harassment most frequently occurs when there is an authority differential between the persons involved (Faculty member and student, supervisor and staff member), it may also occur between persons of the same status (e.g. faculty-faculty, staff-staff, student-

student). Both men and women may be victims of sexual harassment and sexual harassment may occur between individuals of the same gender.

Because of the unique situations which exist between students, faculty, supervisors and staff, relationships in the workplace and on campus should at all times remain professional. In particular, due to the professional power differential between faculty and students, faculty members are encouraged to remain professional in all relationships with students. As teachers, professors, encourage the free pursuit of learning by their students. They hold before them the best scholarly standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflects each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

Sexual harassment may create a hostile, abusive, demeaning, offensive or intimidating environment. It is manifested by verbal or physical actions, including gestures and other symbolic conduct. Sexual harassment is not always obvious and overt; it can also be subtle and covert. A person who consents to sexual advances may nevertheless be a victim of sexual harassment if those advances were unwelcome.

If a professor's speech or conduct takes place in the teaching context, it must also be persistent, pervasive and not germane to the subject matter. The academic setting is distinct from the workplace in that wide latitude is required for professional judgment in determining the appropriate content and presentation of academic material.

Examples of sexual harassment may include, but are not limited to the following:

- Verbal abuse of a sexual nature, which is considered to include, but is not limited to epithets, derogatory comments, sexual advances, invitations, propositions, comments, or requests for sexual favors;
- Intimate unwelcome physical contact;
- Repeated unwanted discussions of sexual matters;
- Use of sexual jokes, stories, analogies or images which are not related to the subject of the class or work situation;
- Ogling, leering, or prolonged staring at another persons body;
- Display or use of sexual graffiti or sexually-explicit pictures or objects;
- Sexually suggestive jokes, comments, e-mails, or other written or oral communications;
- Condition, explicitly or implicitly, academic or employment decisions upon an individuals submission to requests for sexual favors or conduct.

Individuals who are aware of or have been subjected to sexual harassment are encouraged to promptly contact the Affirmative Action Officer.

Resolution Options

The University provides two options for reporting and resolving matters involving sexual harassment: an informal resolution process and a formal complaint process. An individual who believes that he or she has been subjected to sexual harassment and seeks to take action may use the informal resolution process, the formal complaint process, or both. First use of the informal resolution process will, in most cases, be consistent with fairness and correcting an undesired circumstance with a minimum of emotional and professional damage. The informal resolution process and formal complaint resolution process are not mutually exclusive and neither is required as a pre-condition for choosing the other; however, they cannot both be used at the same time.

Informal Procedures

An individual who believes that he or she has been subjected to sexual harassment should contact the Affirmative Action Officer who will review the facts presented. The individual, if they are a faculty member, may additionally contact the Faculty Welfare Committee representative. No person shall be subject to restraints, interference or reprisal for action taken in good faith to report or to seek advice in matters of sexual harassment. Informal resolution may be appropriate when the conduct complained of is not of a serious or repetitive nature and disciplinary action is not required to remedy the situation. As there is no formal investigation involved in the informal resolution process, there is no imposition of discipline. University methods for resolving complaint informally include, but are not limited to: Mediating between the victim and the individual who is engaging in the offensive conduct; Aiding in the modification of the situation in which the offensive conduct occurred; Assisting a department or division with the resolution of a real or perceived problem; or Arranging for a documented meeting between the person allegedly engaged in the offensive conduct and a University official that involves, at a minimum, a discussion of the requirements of the Sexual Harassment policy. The University will document any informal resolution. The documentation will be retained by the Affirmative Action Officer and, if a faculty member is involved, and so requests, the Faculty Welfare Committee representative. The documentation will be kept confidential to the extent permitted by law. If a complaint is filed in a faculty or staff's permanent record, the faculty or staff member must be notified. An informal resolution meeting is not a precondition for filing a formal written complaint.

Formal Procedures

An individual who believes that he or she has been subjected to sexual harassment may submit a written formal complaint setting forth all pertinent facts to the Affirmative Action Officer who will review and investigate the facts presented. The individual, if they are a faculty member, may also request that a copy of the complaint be sent to the Faculty Welfare Committee representative. No person shall be subject to restraints, interference or reprisal for action taken in good faith to report or to seek advice in matters of sexual harassment.

Investigation

A formal investigation will be initiated if the complaint articulates sufficient specific facts which, if determined to be true, would support a finding that the University's policy was violated. The Affirmative Action Officer will give the alleged offender a copy of the complaint. The alleged offender is also provided with an opportunity to respond to it within five (5) working days (ten working days if school is not in session) of receipt by the alleged offender. The letter will include a statement advising the alleged offender that retaliation against the individual who filed the complaint is prohibited and will subject the alleged offender to appropriate disciplinary action if retaliation occurs.

Both the individual submitting the complaint and the alleged offender will be individually interviewed as a part of the official investigation as will any witnesses or persons who have information related to the complaint. Documents relevant to the complaint will also be examined. Facts will be considered on the basis of what is reasonable to persons of ordinary sensitivity and not on the particular sensitivity or reaction of an individual. In the course of a complaint investigation, the University will attempt to maintain confidentiality for all parties involved. However, there can be no guarantee of confidentiality and anonymity based upon the course and scope of the complaint investigation.

Findings will be based on the totality of the circumstances surrounding the conduct complained of, including, but not limited to:

- a. the context of the conduct;
- b. the severity;
- c. the frequency; or
- d. whether the conduct was physically threatening, humiliating, or was simply offensive in nature.

Representation

During the complaint process, the individual making the complaint and the alleged offender may designate and thereafter be accompanied by an advisor of his or her choosing at meetings and interviews at which he or she is present; however, no representative may examine witnesses or otherwise actively participate in a meeting or interview.

1. Report of Findings and Recommendation – Complaints Against Non-Students

The Affirmative Action Officer will provide a proposed statement of findings, copies of relevant documents, and any physical evidence considered to the appropriate vice president, chief officer, Chancellor, or President (hereinafter "administrator") within ten (10) working days (twenty working days if school is not in session) of receipt of the statement from the person whose conduct was complained about.

The appropriate administrator will promptly notify the individual bringing the complaint and the alleged offender that the investigation has been completed and attach a copy of the proposed statement of findings. A student's identifiable information, if any, which is confidential by law, will be redacted. Within five (5) working days (ten working days if school is not in session) from

the date of notification, the individual bringing the complaint and the alleged offender may each submit, for consideration by the appropriate administrator, such comments and corrections as they may have. Within ten (10) working days (twenty working days if school is not in session) from the date of notification, the administrator shall take one of the following actions:

- Dismiss the complaint if the result of the completed investigation is inconclusive or there is insufficient reasonable, credible evidence to support the allegation(s); or
- Find that the Sexual Harassment policy was violated.

If the administrator determines that this policy was violated, he or she shall determine a disciplinary action that is appropriate for the severity of the conduct. The administrator shall inform the individual bringing the complaint, accused individual and the appropriate dean or department head of his or her decision, and shall attach a copy of the final statement of final statement of findings. Copies of the administrator's letter, the attached statement of findings, and relevant documents shall also be sent to the Affirmative Action Officer.

Disciplinary action may be appealed by the employee who is disciplined. Appeals for faculty shall be made, pursuant to the Faculty Handbook, to the Faculty Welfare Committee. Appeals for non-faculty shall be made, pursuant to Classified Employee Handbook, in the form of a formal grievance hearing.

2. Report of Findings and Recommendation – Complaints Against Students

The Affirmative Action Officer will provide a proposed statement of findings, copies of relevant documents, and any physical evidence considered to the Vice President for Student Affairs for a determination pursuant to Article IV of the Arkansas Tech University Student Code of Conduct.

207 CONSENSUAL RELATIONS

Sexual relations between students and faculty members with whom they also have an academic or evaluative relationship are fraught with the potential for exploitation. The respect and trust accorded a professor by a student, as well as the power exercised by the professor in an academic or evaluative role, make voluntary consent by the student suspect. Even when both parties initially have consented, the development of a sexual relationship renders both the faculty member and the institution vulnerable to possible later allegations of sexual harassment in light of the significant power differential that exists between faculty members and students.

In their relationships with students, members of the faculty and staff are expected to be aware of their professional responsibilities and to avoid apparent or actual conflict of interest, favoritism, or bias. When a sexual relationship exists, effective steps should be taken to ensure unbiased evaluation or supervision of the student.

An employee, whether faculty or staff, should not develop a dating or sexual relationship with a student whenever the employee is in a "position of authority" over that student. An employee is in a "position of authority" whenever he or she is that student's teacher, or when the employee is either evaluating or supervising the student. The "position of authority" may also include formally advising the student or when that student is a major in the employee's department.

A supervisor, whether faculty or staff, should also not develop a dating or sexual relationship with an employee when the supervisor has a “position of authority” with respect to the employee.

Should a dating or sexual relationship develop or exist, the person with the greater position of authority must consult with an appropriate supervisor. The supervisor, with advice from University Counsel, shall develop a mechanism to ensure that objective evaluation is achieved, that conflicts of interest are avoided, and that the interest of the other individual and University are fully protected. If this policy is violated, any discipline, if necessary, shall be reviewed on a case by case basis.

208 SEXUAL MISCONDUCT

Sexual Misconduct Policy and Procedures

OPTIONS FOR IMMEDIATE ASSISTANCE

If you or someone you know may have been a victim of Sexual Assault, you are strongly encouraged to seek immediate assistance.

Law Enforcement Assistance

ON CAMPUS - RUSSELLVILLE

Assistance can be obtained 24 hours a day, 7 days a week, from the Arkansas Tech University Department of Public Safety located at 716 North El Paso Avenue and available by phone at (479) 968-0222.

OFF CAMPUS – RUSSELLVILLE

Assistance can be obtained 24 hours a day, 7 days a week, from the Russellville Police Department by dialing 911.

ON CAMPUS – OZARK

Assistance can be obtained from 8:00 a.m. to 5:00 p.m., Monday thru Friday by contacting Mr. David Spicer, Public Safety Officer located at the Collegiate Center, Room 100c, 1700 Helberg Lane or by phone at (479) 508-3359.

OFF CAMPUS - OZARK

Assistance can be obtained 24 hours a day, 7 days a week, from the Ozark Police Department by dialing 911.

Medical Assistance

Russellville

St. Mary’s Regional Medical Center
1808 W. Main Street
Russellville, AR 72801

Ozark

Mercy Hospital Ozark
801 W. River
Ozark, AR 72949

Medical assistance can be requested by dialing 911 or going directly to the hospital. Nurses on staff in the emergency room are trained and equipped with the supplies necessary to perform a rape kit to preserve evidence. Treatment of

injuries, preventative treatment for sexually transmitted diseases, and other health services are provided.

During business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), you are also strongly encouraged to contact Amy Pennington, Arkansas Tech University's Title IX Coordinator by telephone at (479) 968-0407, by email at apennington@atu.edu, or in person at Room 223 of the Doc Bryan Student Affairs Building located at 1605 Coliseum Drive in Russellville, Arkansas, Amy Anderson, Deputy Title IX Coordinator, at (479) 498-6071, by email at aanderson41@atu.edu, or in person at Women's Golf Office, Tucker Coliseum, 1604 Coliseum Drive, Russellville, Arkansas, or Mitzi Reano, Deputy Title IX Coordinator for the Ozark Campus, at (479) 508-33, by email at mreano@atu.edu, or in person at Room 170 of the Technology & Academic Support Building, 1700 Helberg Lane, Ozark, Arkansas.

For additional information about seeking medical assistance and emotional support, as well as important contact information, including local law enforcement agencies and St. Mary's Hospital in Russellville and Mercy Hospital in Ozark, see Appendix "A" attached to this policy.

OPTIONS FOR ONGOING ASSISTANCE

If you believe you have been involved in an incident of sexual misconduct, you have the right to pursue action through the University conduct system and/or the appropriate law enforcement authorities. Options for reporting sexual misconduct are provided below. Assistance is available upon request for individuals wishing to review these reporting options regardless of whether a formal complaint is filed with the Office of Affirmative Action or to law enforcement officials.

On Campus Resources

The University encourages victims of sexual misconduct to talk to somebody about what happened so that victims can get the support they need, and so that the University can respond appropriately. Different employees on campus have different abilities to maintain a victim's confidentiality. Some employees are required to maintain near complete confidentiality; talking to them is sometimes called a "privileged communication." At Arkansas Tech, these employees are the licensed counselors staffed in the Health and Wellness Center (<http://www.atu.edu/hwc/index.php>) and all may be reached at (479) 968-0329:

- Kristy Davis, kdavis51@atu.edu,
- Craig Witcher, cwitcher@atu.edu,
- Janis Taylor, jtaylor78@atu.edu,
- Nikki Templeton, nearles@atu.edu
- Josh Root, jroot4@atu.edu
- Leann Watson, lwatson12@atu.edu

In addition, academic accommodations and interim measures may be provided to victims of sexual misconduct. That information is found in Article IV(b)(i)(8).

Off Campus Resources

Victim Assistance Outreach Program

The 5th Judicial District Prosecuting Attorney's Office has a "Victim Assistance Outreach Program" which provides assistance with:

- Orders of Protection
- Contacting Law Enforcement Agencies
- VINE (Victim Identification and Notification Everyday)
- Arkansas Crime Victims Reparations Program (assists with financial compensation, counseling, lost wages, and funeral expenses).
- Referrals to other community services such as the Ozark Rape Crisis Center, River Valley Shelter, and Crisis Intervention Center.

- Information on the criminal court process.

The contact person for this program is Patricia Andrade. Her telephone number is (479) 705-0579.

Ozark Rape Crisis Center

Located in Clarksville, Arkansas, this entity provides 24 hour crisis intervention. The hotline telephone number is (800) 818-1189 and the website is: <http://www.ozarkrapecrisis.com/>

ARTICLE I. INTRODUCTION

(a) Notice of Nondiscrimination.

As a recipient of federal funds, Arkansas Tech University is required to comply with Title IX of the Higher Education Amendments of 1972, 20 U.S.C. §1681 *et seq.* (“Title IX”), which prohibits discrimination on the basis of sex in educational programs or activities, admission and employment. Under certain circumstances, Sexual Misconduct (defined below) constitutes sexual discrimination prohibited by Title IX. Inquiries concerning the application of Title IX may be referred to Arkansas Tech University’s Title IX Coordinator or to the U.S. Department of Education’s Office for Civil Rights. Arkansas Tech University’s Title IX Coordinator is Amy Pennington, whose office is in Room 223 of the Doc Bryan Student Affairs Building located at 1605 Coliseum Drive in Russellville, Arkansas. Amy Pennington may be contacted by phone at (479) 968-0407 or by email at apennington@atu.edu.

(b) Overview of this Policy.

Arkansas Tech University (“the University”) is committed to providing programs, activities, and an educational environment free from sex discrimination.

Sexual misconduct, as that term is used in this policy, is any sexual act which violates the criminal laws of the State of Arkansas or laws of the United States including but not limited to sexual assault (non-consensual sexual contact or intercourse), domestic violence, dating violence, stalking, and sexual exploitation.¹ Sexual misconduct can occur between strangers or acquaintances, and even people involved in intimate or sexual relationships. Sexual misconduct can be committed by men or women and can occur between individuals of the same or different gender. Any sexual activity which is entered into without consent of both or all persons involved is a violation of this policy.

The University is committed to fostering a community that promotes prompt reporting of all types of Sexual Misconduct and timely and fair resolution of Sexual Misconduct Complaints, and in furtherance of that commitment, this Policy sets forth available resources (Appendix A), describes prohibited conduct (Article II), and establishes procedures for responding to Complaints of Sexual Misconduct (Articles III-VI).

The University will make this Policy and information about recognizing and preventing Sexual Misconduct readily available to all Students and other members of the University community.

(c) Applicability of this Policy.

This Policy applies to any allegation of Sexual Misconduct made by or against a student or an employee of the University or a third party, regardless of where the alleged Sexual Misconduct occurred, if the conduct giving rise to the Complaint is related to the University’s academic, educational, athletic, or extracurricular programs or activities. The University’s disciplinary authority, however, may not extend to third parties who are not students or employees of the University. Additionally, while there is no geographical limitation to invoking this Policy, Sexual Misconduct that is alleged to have occurred at a significant distance from the University and/or outside of University property

¹ Sexual misconduct also constitutes sexual harassment. The Sexual Misconduct policy shall govern in cases involving sexual assault, domestic violence, dating violence, stalking, and sexual exploitation. The University’s Sexual Harassment policy shall be applicable in all other sexual harassment cases not involving sexual misconduct.

may be more difficult for the University to investigate.

This policy applies to all students, employees and third parties, regardless of sexual orientation or gender identity.

In the case of allegations of Sexual Misconduct, this Policy supersedes all other procedures and policies set forth in other University documents.

(d) Period of Limitations.

A Complaint of Sexual Misconduct may be filed at any time, regardless of the length of time between the alleged Sexual Misconduct and the decision to file the Complaint. However, the University strongly encourages individuals to file Complaints promptly in order to preserve evidence for a potential legal or disciplinary proceeding. A delay in filing a Complaint may compromise the subsequent investigation, particularly if neither the Complainant nor the Respondent is employed by the University or enrolled as a student at the time.

(e) Definitions Applicable to this Policy.

The definitions applicable to this Policy are set forth in Appendix B.

ARTICLE II. STATEMENTS OF POLICY

(a) Prohibition on Sexual Misconduct.

This Policy is designed to protect the rights and needs of alleged victims, Complainants (if not the alleged victim), and Respondents. Creating a safe environment is the responsibility of all members of the University community.

The University strongly encourages accurate and prompt reporting of all types of Sexual Misconduct and is committed to fostering a community that promotes a prompt, fair, and impartial resolution of Sexual Misconduct cases.

(b) Prohibition on Retaliation.

Retaliation against any person for filing, supporting, providing information in good faith, or otherwise participating in the investigative and/or disciplinary process in connection with a Complaint of Sexual Misconduct is strictly prohibited. Violations of this prohibition will be addressed through this Policy and/or other University disciplinary procedures and will result in strong responsive action by the University. Any person who feels that he or she has been subject to retaliation should notify the Title IX Coordinator, Jennifer Fleming, Deputy Title IX Coordinator, Amy Anderson, or the Deputy Title IX Coordinator for the Ozark Campus, Tanya Martin.

(c) Prohibition on Providing False Information.

Any individual who knowingly files a false Complaint under this Policy, or knowingly provides false information to University officials, or who intentionally misleads University officials who are involved in the investigation or resolution of a Complaint may be subject to disciplinary action.

(d) Confidentiality.

Generally, a person may report an incident of Sexual Misconduct confidentially to the professional counselors located in the Arkansas Tech University Health and Wellness Center.

Reports of sexual misconduct made to “responsible employees” are not confidential.

For more detailed information on who a victim can and cannot speak to confidentially, please see the full discussion of confidentiality found in attached “Appendix C”.

If an alleged victim’s request for confidentiality limits the school’s ability to investigate a particular matter, the

University may take steps to limit the effects of the alleged sexual misconduct and prevent its recurrence without initiating formal action against the alleged perpetrator or revealing the identity of the alleged victim. Examples include: providing increased monitoring, supervision, or security at locations or activities where the misconduct was alleged to have occurred; providing training and education materials for students and employees; revising and publicizing the University's policies on sexual misconduct; and conducting climate surveys regarding sexual misconduct.

(e) Related Misconduct and Limited Immunity/Amnesty.

The University considers the reporting and adjudication of Sexual Misconduct cases on campus to be of paramount importance. The University does not condone illegal drug use, underage drinking, or other violations of the Student Code of Conduct. However, the University may extend limited immunity from punitive sanctioning in the case of illegal alcohol or drug use to victims, witnesses, and those reporting incidents and/or assisting the victims of Sexual Misconduct, provided that they are acting in good faith in such capacity. Stated another way, the University wishes to encourage all persons to report incidents of sexual misconduct, and therefore reserves the right to waive disciplinary charges against victims, witnesses and those reporting incidents and/or assisting the victims of Sexual Misconduct, for certain circumstances surrounding the incident. For example, an underage victim who had been drinking alcohol would not typically face charges for violating alcohol policies.

(f) Individuals with Disabilities.

The University will make arrangements to ensure that individuals with disabilities are provided appropriate accommodations, to the extent necessary and available, to participate in the steps and procedures outlined in this Policy. Requests for accommodations must be made to the Disability Services Office (located in Doc Bryan Student Affairs Center) and available by phone at (479) 968-0302.

(g) Standard of Evidence.

In a Formal Resolution on a Complaint alleging Sexual Misconduct, the standard of evidence that will be used by the Hearing Board to determine if the Sexual Misconduct Policy has been violated will be the preponderance of the evidence.

(h) Educational Programming.

Arkansas Tech University requires educational programs to promote the awareness of rape, acquaintance rape, domestic violence, dating violence, sexual assault and stalking. This educational campaign shall also be for on-going prevention and awareness. These education programs shall include primary prevention and awareness programs for all incoming students and new employees which shall include: 1) the statement that the University prohibits domestic violence, dating violence, sexual assault and stalking; 2) the definitions of domestic violence, dating violence, sexual assault, and stalking as well as the definition of "consent" in reference to sexual activity; 3) Safe and positive options for bystander intervention that may be carried out by an individual to prevent harm or intervene in cases of a risk of domestic violence, dating violence, sexual assault, or stalking; 4) Information on risk reduction and how to recognize warning signs of abusive behavior and how to avoid potential attacks; and 5) ongoing prevention and awareness campaigns for students and faculty on all of the items above.

Educational programming and training is provided to faculty, staff, and students in an effort to create a University community free of sexual harassment, sexual assault (non-consensual sexual contact or intercourse), domestic violence, dating violence, stalking, and sexual exploitation or any other type of sexual misconduct. The Jerry Cares campaign promotes shared responsibility by all members of the University community in an effort to reduce the risk of sexual violence and to equip members with the tools, training, and resources necessary to take action in stopping sexual misconduct. This includes prevention programs and educational training in risk reduction and bystander intervention, equipping members of the University community to play a role in preventing and interrupting incidents of sexual misconduct. Training on campus resources and step-by-step procedures on how to report incidents of sexual misconduct is also provided. For more detailed information, please visit the Jerry Cares website at <http://www.atu.edu/jerrycares/>.

(i) Sexual Misconduct Policy.

This Sexual Misconduct Policy: 1) sets out the procedures that a victim of Sexual Misconduct should follow; 2) sets out the procedure for University disciplinary action; and 3) provides equal opportunity for both the alleged victim and the Respondent on their choice of advisor at the Formal Resolution hearing.

(j) Annual Training.

Training for employees conducting investigations and formal resolution hearings will be conducted at least annually.

(k) VAWA/Campus SaVE Act.

Arkansas Tech University acknowledges that the Violence Against Women Act and the Campus SaVE Act add domestic violence, dating violence, and stalking to “sexual assault” as reportable events in the Annual Security Report required by the Clery Act.

(l) Duty to Report.

All employees (except those employees statutorily barred from sharing such information (ex. Licensed counselors, medical professionals)) have a duty to immediately report to the Title IX Coordinator or the Deputy Title IX Coordinators information related to sexual misconduct.

**ARTICLE III.
HOW AND WHERE TO FILE A COMPLAINT ALLEGING SEXUAL MISCONDUCT**

For information regarding seeking medical assistance and emotional support, as well as important contact information for local law enforcement agencies and hospitals, see Appendix A attached to this Policy.

Because Sexual Misconduct may in some instances constitute both a violation of University policy and criminal activity, and because the University grievance process is not a substitute for instituting legal action, the University encourages individuals to report alleged Sexual Misconduct promptly to campus officials and to law enforcement authorities, where appropriate.

Individuals may, however, choose not to report alleged Sexual Misconduct to such campus officials and/or law enforcement authorities. The University respects and supports the individual’s decision with respect to reporting; nevertheless, the University may notify appropriate law enforcement authorities if required or warranted by the nature of the allegations at issue.

Individuals may file a Complaint at any time, but the University strongly encourages individuals to file Complaints promptly in order to preserve evidence for a potential legal or disciplinary proceeding.

(a) Filing a Complaint with Local Law Enforcement:

Individuals may file a complaint directly with local law enforcement agencies by dialing 911. Individuals may contact any of the following for assistance in filing a complaint with local law enforcement:

- (i)** The Arkansas Tech University Department of Public Safety, 24 hours a day, seven 6days a week (available by phone at (479) 968-0222) and located at 716 North El Paso Avenue on the Russellville campus.
- (ii)** Arkansas Tech University’s Title IX Coordinator, Amy Pennington, from 8:00 a.m. to 5:00 p.m., Monday through Friday (available by phone at (479) 968-0407) or by e-mail at apennington@atu.edu and in Room 233 of the Doc Bryan Student Affairs Building, located at 1605 Coliseum Drive, Russellville, AR, 72801
- (iii)** Arkansas Tech University’s Deputy Title IX Coordinator, Amy Anderson, by telephone at

(479) 498-6071, by email at aanderson41@atu.edu, or in person at the Women's Golf Office, Tucker Coliseum, 1604 Coliseum Drive, Russellville, Arkansas, 72801.

- (iv) Arkansas Tech University's Deputy Title IX Coordinator for Ozark Campus, Mitzi Reano, by telephone at (479) 508-3313, by email at mreano@atu.edu, or in person at Room 170 of the Technology & Academic Support Building, 1700 Helberg Lane, Ozark, Arkansas, 72949.

Individuals may inform law enforcement authorities about Sexual Misconduct and discuss the matter with a law enforcement officer without making a formal criminal complaint (or a University Complaint). Individuals who make a criminal complaint may also choose to pursue a University Complaint simultaneously.

A criminal investigation into the matter does not preclude the University from conducting its own investigation (nor is a criminal investigation determinative of whether Sexual Misconduct, for purposes of this Policy, has occurred). However, the University's fact-finding aspect of the investigation may be delayed temporarily while the criminal investigators are gathering evidence. The University will promptly resume its Title IX investigation as soon as notified by the law enforcement agency that it has completed the evidence gathering process. In the event of such a delay, the University may take interim measures when necessary to protect the alleged victim and/or the University community.

Neither the results of a criminal investigation nor the decision of law enforcement to investigate or decline to investigate the matter is determinative of whether Sexual Misconduct, for the purposes of this Policy, has occurred.

(b) Filing a Complaint with the University:

Individuals may choose not to report alleged Sexual Misconduct to campus officials. The University respects and supports the individual's decision with respect to reporting; however, if information about Sexual Misconduct comes to the attention of the University, the University may (1) start an investigation even in the absence of a filed Complaint and/or (2) notify appropriate law enforcement authorities if required or warranted by the nature of the information of which it becomes aware.

Anyone wishing to make a Complaint under this policy should contact one of the following individuals or offices:

- (i) Title IX Coordinator. Arkansas Tech University's Title IX Coordinator is Amy Pennington, whose office is in Room 233 of the Doc Bryan Student Services Building. Ms. Pennington may be contacted during business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) by phone at (479) 968-0407 or by email at apennington@atu.edu. As the Title IX Coordinator for Arkansas Tech University, Ms. Pennington receives and investigates reports of discrimination, including sexual misconduct. The Title IX Coordinator has ultimate oversight responsibility for handling Title IX-related complaints and for identifying and addressing any patterns or systematic problems involving Sexual Misconduct. The Title IX Coordinator is available to meet with individuals who are involved with or concerned about issues or University processes, incidents, patterns, or problems related to Sexual Misconduct on campus or in University programs. All allegations involving Sexual Misconduct should be directed to the Title IX Coordinator or other designated University individuals or offices as outlined herein. More information about the investigation process can be found in Article IV below. The Title IX Coordinator may designate the Deputy Title IX Coordinator to serve in her stead for any requirements contained in this policy.

Deputy Title IX Coordinator. Arkansas Tech University's Deputy Title IX Coordinator is Amy Anderson, whose telephone number is (479) 498-6071, her email address is aanderson41@atu.edu or she may be contacted in person at Tucker Coliseum, 1604 Coliseum Drive, Russellville, Arkansas.

Deputy Title IX Coordinator. Arkansas Tech University, Ozark Campus' Deputy Title IX Coordinator is Mitzi Reano, whose telephone number is (479) 508-3313, email at mreano@atu.edu or in person at Room 176 of the Technology & Academic Support Building, 1700 Helberg Lane, Ozark, Arkansas.

- (ii) Public Safety. The Arkansas Tech University Public Safety Department is located at 716 North El Paso Avenue on the Russellville campus. The Public Safety Department is also available by phone at (479) 968-0222. Public Safety officers are available 24 hours a day, seven days a week.

Public Safety - Ozark Campus. The Arkansas Tech University Public Safety Department for the Ozark Campus is located at 1700 Helberg Lane, Collegiate Center, Room 100C. The Public Safety Officer is Mr. David Spicer and is available by phone at (479) 508-3359, Monday thru Friday, 8:00 a.m. to 5:00 p.m.

- (iii) Office of Human Resources. The Office of Human Resources is located in Brown Hall. The Human Resources Office is available during business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) by phone at (479) 968-0396.

The Office of Human Resources – Ozark Campus is located in the Technology and Academic Support Building, Room 170. The Human Resources Office is available during business hours 8:00 a.m. to 5:00 p.m., Monday through Friday) by phone at (479) 508-3313.

If one of the parties designated above is the Respondent or is otherwise at issue in a Complaint, or if an individual is otherwise uncomfortable making a complaint to one of the parties listed above, the individual may report alleged Sexual Misconduct to any other party or office in the above list.

If an employee of the University Public Safety Department, or the Office of Human Resources receives a report of alleged Sexual Misconduct, that employee must notify the University's Title IX Coordinator.

Confidential Disclosure. The University encourages victims of sexual misconduct to talk to somebody about what happened so that victims can get the support they need, and so that the University can respond appropriately. Different employees on campus have different abilities to maintain a victim's confidentiality. Some employees are required to maintain near complete confidentiality; talking to them is sometimes called a "privileged communication." At Arkansas Tech, the following employees are the licensed counselors staffed in the Health and Wellness Center (<http://www.atu.edu/hwc/index.php>) located in Doc Bryan 119:

- o Kristy Davis, kdavis51@atu.edu, (479) 968-0329
- o Craig Witcher, cwitcher@atu.edu, (479) 968-0329
- o Janis Taylor, jtaylor78@atu.edu, (479) 968-0329
- o Nikki Templeton, nearles@atu.edu, (479) 968-0329
- o Josh Root, jroot4@atu.edu, (479) 968-0329
- o Leann Watson, lwatson12@atu.edu, (479) 968-0329

Disclosures made to the counseling staff at the Health and Wellness Center will be held in strict confidence and will not serve as notice to the Office of Affirmative Action requiring an initiation of a review of the disclosed conduct. Please note that all university employees, except for the counseling staff and the medical professionals, serve as mandatory reporters who are required to share immediately all reports of sexual misconduct that they receive with the Title IX Coordinator or the Deputy Title IX Coordinators.

If the counseling staff member determines that the alleged perpetrator(s) pose a serious and immediate threat to the University community, the Department of Public Safety may be called upon to issue a timely warning via the CEON system. Any such warning will not include any information that identifies the victim.

All other University employees who are not barred by statute have a duty to immediately report all the details of an incident of sexual misconduct (including the identities of both the victim and alleged perpetrator, any witnesses, and other relevant facts, including date, time, and specific location of alleged incident) to the Title IX Coordinator or the Deputy Title IX Coordinator. A report to these employees constitutes a report to the University and generally obligates the University to investigate the incident and take appropriate steps to address the situation. When a victim reports an incident of sexual misconduct, the victim has the right to expect the University to take immediate and appropriate steps to investigate what happened and to resolve the matter promptly and equitably.

To the extent possible, information reported to an employee will be shared only with people responsible for handling the University's response to the report and will not be shared with law enforcement without the victim's consent or unless the victim has also reported the incident to law enforcement. If the victim requests confidentiality, the employee will consider the request, but cannot guarantee that the University will be able to honor it. In reporting the details of the incident to the Title IX Coordinator, the employee will inform the Title IX Coordinator of the victim's request for confidentiality.

An individual may report alleged Sexual Misconduct to a faculty or staff member other than those referenced above. No member of the University community may discourage an individual from reporting alleged incidents of Sexual Misconduct. A faculty or staff member with any knowledge (including firsthand observation) about a known or suspected incident of Sexual Misconduct (other than health-care professionals and others who are statutorily barred from reporting) must immediately report the incident to the Arkansas Tech University Public Safety Department or the University's Title IX Coordinator. No employee is authorized to investigate or resolve Complaints without the involvement of the University's Title IX Coordinator or Deputy Title IX Coordinator.

Anonymous Reporting. Although the University encourages victims to talk to someone, Arkansas Tech provides an online form for anonymous reporting. The system will notify the user that entering personally identifying information may serve as notice to the University for the purpose of triggering an investigation. The form can be found at this link: <http://www.atu.edu/psafe/psafe-report-sexassault.php>. Individuals who choose to file anonymous reports are advised that it may be very difficult for the University to follow up or take action on anonymous reports, where corroborating information is limited. Anonymous reports may be used for Clery Act data collection purposes.

ARTICLE IV. PROCEDURES APPLICABLE TO COMPLAINTS OF SEXUAL MISCONDUCT

(a) Overview

(i) Oversight. The Title IX Coordinator and/or deputy Title IX Coordinator will be responsible for conducting the prompt, fair, and impartial investigation of Complaints filed with the University.

(ii) Conflicts. If any administrator or employee that is designated by this Policy to participate in the investigation or resolution of a Complaint is the Respondent (including, but not limited to, the Title IX Coordinator), then the President will appoint another University administrator to perform such person's duties under this Policy. (If the President is the Respondent, then the Title IX Coordinator will appoint another University administrator to perform her duties under this Policy.)

(iii) Timing. The University will make every reasonable effort to ensure that the investigation and resolution of a Complaint occurs in as timely and efficient a manner as possible. The University's investigation and resolution of a Complaint (not including an appeal, if applicable) will generally be completed within 60 calendar days of the receipt of the Complaint, absent extenuating circumstances. Hearings, if any, will take place after the conclusion of the investigation. If hearings have taken place, both the Complainant and the Respondent generally will receive a Final Outcome Letter within 7 calendar days of the conclusion of the hearings.

Any party may request an extension of any deadline by providing the Title IX Coordinator with a written request for an extension that includes reference to the duration of the proposed extension and the basis for the request. The Title IX Coordinator may modify any deadlines contained in this Policy as necessary and for good cause. Both parties will be notified if and when a modification is made with a brief explanation of the need for the modification.

(iv) Request Not to Pursue Complaint. A Complainant (or alleged victim, if not the Complainant) may determine after filing a Complaint that he or she does not wish to pursue resolution of the Complaint through the University. The University takes such requests seriously. However, such individuals are advised that such requests may limit the University's ability to take action in response to a Complaint. Title IX requires the University to evaluate the request(s) that a Complaint not be adjudicated in the context of the University's commitment to provide a reasonably safe and non-discriminatory environment. In order to make such an evaluation, the Title IX Coordinator may conduct a preliminary investigation into the alleged Sexual Misconduct and may weigh the

request(s) against the following factors:

- 1) The seriousness of the alleged Sexual Misconduct;
- 2) The Complainant's and/or alleged victim's age;
- 3) Whether there have been other Complaints of Sexual Misconduct against the Respondent;
- 4) The Respondent's right to receive information about the allegations if the information is maintained by the University as an "education record" under FERPA, and
- 5) The applicability of any laws mandating disclosure.

Even when the University is in receipt of a request not to pursue an investigation, Title IX requires the University to take reasonable action in response to the information known to it; thus, the University may take such measures and impose such discipline as are deemed necessary by the Title IX Coordinator. The Complaint may also be used as an anonymous report for data collection purposes under the Clery Act.

(v) Interim Measures. If at any point during the complaint, investigative or disciplinary processes, the Title IX Coordinator reasonably believes that a Respondent who is a member of the University community poses a substantial threat of harm to any member of the campus community; threatens or endangers University property; or disrupts the stability and continuance of normal University operations and functions, the Title IX Coordinator may take actions such as the following:

1. For student Respondents:

(a) Request that Student Affairs:

- (i) summarily suspend the Respondent from campus housing on an interim basis and/or restrict his or her movement on campus, or
- (ii) suspend the Respondent from campus;

2. For employee Respondents, request that the individual authorized to make personnel decisions regarding the employee at issue:

- (a) take such steps as are reasonable, appropriate, and necessary to restrict the Respondent's movement on campus; or
- (b) reassign the Respondent or place him or her on administrative leave.

These actions may be appealed by student Respondents to the Vice President of Student Affairs, and by employees to the respective Vice President or Athletic Director over their division.

(b) Initial Meetings with the Title IX Investigator.

(i) Complainant's Initial Meeting with the Title IX Investigator. As soon as is practicable after receiving notice of a Complaint, the Title IX Investigator will contact the Complainant to schedule an initial meeting. If the Complainant is not the alleged victim, the Title IX Investigator also will contact the alleged victim as soon as possible to schedule an initial meeting and will discuss item number 5 listed below with the alleged victim rather than the Complainant. All mentions of the "Complainant" in items 1-9 of this subsection also apply to the alleged victim if the Complainant is not the alleged victim. At this initial meeting (or these initial meetings, in the case of a Complainant who is not the alleged victim), the Title IX Investigator will, as applicable:

1. Provide the Complainant a copy of this Policy;
2. Provide the Complainant with a Sexual Misconduct Complaint Form (a copy of which is attached as Appendix D) on which the Complainant may, if he or she agrees to disclose the information, provide details regarding the allegation, including the name of the accused individual and the date, location and general nature of the alleged Sexual Misconduct (the Complainant may either complete the form him- or herself or he or she may choose to dictate the information to the Title IX Coordinator, who will confirm the accuracy of his or her documentation with the

Complainant);

3. Explain avenues for formal resolution and informal resolution (mediation) of the Complaint;
4. Explain the steps involved in a Sexual Misconduct investigation;
5. Discuss confidentiality standards and concerns with the Complainant;
6. Determine whether the Complainant wishes to pursue a resolution (formal or informal) through the University, or no resolution of any kind;
7. Refer the Complainant to the Counseling Center or other resources, as appropriate; and
8. Discuss with the Complainant, as appropriate, possible interim measures that can be provided to the Complainant, at no cost, during the pendency of the investigative and resolution processes. The University may implement such measures if requested, appropriate, and reasonably available, whether a formal Complaint has been filed (with either the Title IX Coordinator or law enforcement agencies) or whether an investigation has commenced (by either the Title IX Coordinator or law enforcement agencies). Interim measures may include, but are not limited to:
 - a) issuing no-contact orders to prevent any contact between the Complainant, the Respondent, witnesses and/or third parties;
 - b) providing the Complainant an escort to ensure that he or she can move safely between classes, work, and/or activities;
 - c) changing a Complainant's or a Respondent's on-campus housing or dining, if any, to a different on-campus location and providing assistance from University support staff in completing the relocation;
 - d) arranging to dissolve a campus housing contract and offering a pro-rated refund;
 - e) changing work arrangements;
 - f) rescheduling class work, assignments, and examinations without penalty;
 - g) arranging for the Complainant to take an incomplete in a class; or
 - h) moving the Complainant or the Respondent from one class section to another without penalty;
 - i) permitting a temporary withdrawal from the University;
 - j) providing alternative course completion options without penalty;
 - k) providing counseling services;
 - l) suspension of Respondent's social privileges;
 - m) taking disciplinary action against the Respondent before resolution of the Complaint;
 - n) providing academic support services such as tutoring.

9. A Complainant will receive written notification of the availability of the interim measures set forth in section 8 above whether or not the Complainant chooses to report the incident to the University Public Safety Department or local law enforcement.

Following the initial meeting with the Complainant (and the alleged victim, if not the Complainant), the Title IX Investigator will, if applicable, promptly determine the interim measures to be provided to the Complainant (and to the alleged victim, if not the Complainant). Such determination will be promptly communicated to the Complainant and/or alleged victim, as applicable (and in no event that later than the point at which it is communicated to the Respondent) and the Respondent.

(ii) Respondent's Initial Meeting with the Title IX Investigator. If the alleged victim wishes to pursue a formal or informal resolution through the University or if the University otherwise deems that a further investigation is warranted, as soon as is reasonably practicable after the Title IX Investigator's initial meeting with the Complainant (and if applicable, the alleged victim), the Title IX Investigator will schedule an initial meeting with the Respondent. During the initial meeting with the Respondent, the Title IX Investigator will, as applicable:

- 1) Provide Respondent with a copy of the Complaint;

- 2) Provide Respondent with a copy of this policy;
- 3) Explain the University's procedures for formal resolution and informal resolution (mediation) of the Complaint;
- 4) Explain the steps involved in a Sexual Misconduct investigation;
- 5) Discuss confidentiality standards and concerns with the Respondent;
- 6) Discuss non-Retaliation requirements with the Respondent;
- 7) Inform the Respondent of any interim measures already determined and being provided to the Complainant and/or the alleged victim (if not the Complainant) that directly affect the Respondent (e.g. changing his or her class schedule, or moving him or her to an alternate residence hall);
- 8) Refer the Respondent to the Counseling Center or other resources, as appropriate; and
- 9) Discuss with the Respondent, as appropriate, possible interim measures that can be provided to the Respondent during the pendency of the investigative and resolution processes. The University may implement such measures if requested, appropriate, and reasonably available, whether a formal Complaint has been filed or whether an investigation by either campus administrators or law enforcement agencies has commenced.

(c) The Investigation.

(i) Upon receipt of the Complaint, the Title IX Investigator will promptly begin his or her investigation, taking steps such as:

- 1) Conducting interviews with the Complainant, the alleged victim (if not the Complainant), the Respondent, and third-party witnesses and summarizing such interviews in written form;
- 2) Visiting, inspecting, and taking photographs at relevant sites; and
- 3) Where applicable, collecting and preserving relevant evidence (in cases of corresponding criminal complaints, this step may be coordinated with law enforcement agencies pursuant to a Memorandum of Understanding).

Through the investigation, the Title IX Investigator will remain neutral. The Title IX Coordinator and Deputy Coordinators will receive annual training on issues related to sexual harassment, sexual assault, intimate partner violence, and stalking.

The Title IX Coordinator and Deputy Coordinators should obtain, where applicable, and where possible, the written consent of any third-party witnesses to the disclosure, as contemplated by this Policy, of any Personally Identifiable Information contained in the Complaint, the Investigative Report, and/or any other documents the disclosure of which is contemplated by this Policy in order to further the resolution of this Complaint.²

The Investigator will complete a written investigative report that includes items such as summaries of all interviews conducted, photographs, and descriptions of relevant evidence, summaries of relevant electronic records, and a detailed report of the events in question ("the Investigative Report"). The Title IX Investigator will distribute the Investigative Report, concurrently, to the alleged victim and the Respondent. The Title IX Investigator will also provide a copy to the Dean of Students who shall serve as the Chair of the Hearing Board. All parties to whom the Investigative Report is distributed pursuant to this Policy must maintain it in confidence; the Investigative Report may only be disclosed as contemplated by this Policy.

(d) Formal Versus Informal Resolution.

At any time before the Hearing Board provides the Notice of Appointment in accordance with Section V(b)(ii)(2), the alleged victim may elect to resolve his or her Complaint through the informal resolution (mediation) process in accordance with Article VI of this Policy, provided that:

- (i) The Respondent agrees to such resolution;
- (ii) The alleged victim and the Respondent are both students or are both employees of the University;
- (iii) The Title IX Coordinator determines that informal resolution is an appropriate mechanism for

² If the Title IX Investigator is unable to obtain the consent of such third-party witnesses, he or she will redact the Investigative Report to the extent necessary to avoid inappropriate disclosure of such witness's Personally Identifiable Information, while ensuring that such redaction does not prevent resolution of the Complaint.

- resolving the complaint; and
- (iv) The Complaint does not involve Sexual Assault.

Otherwise, a Complaint will proceed to formal resolution in accordance with Article V of this Policy.

ARTICLE V. FORMAL RESOLUTION

(a) Respondent's Acknowledgement of Responsibility Prior to Hearing.

At any time prior to the date of his or her designated hearing, the Respondent may elect to acknowledge his or her actions and take responsibility for the alleged Sexual Misconduct. In such a situation, the Title IX Coordinator will propose sanction(s). If the victim and the Respondent agree to such proposed sanction(s), then the Complaint will be resolved without a hearing and without any further rights of appeal by any party. If either the victim or the Respondent objects to such proposed sanction(s), then the Sexual Misconduct Hearing Board will convene for the exclusive purpose of determining a sanction, which determination may be subject to appeal pursuant to Section V(b)(v) of this Policy.

(b) The Formal Resolution Process.

In the case of formal resolution, the Sexual Misconduct Hearing Board will conduct a hearing in which it will question the Complainant, the alleged victim (if not the Complainant), the Respondent, and any witnesses or other third parties whose testimony the Hearing Panel deems relevant. The Sexual Misconduct Board will determine whether there has been a violation of the Sexual Misconduct Policy, and if there has been, will determine the sanction to be imposed on the Respondent.

(i) The Sexual Misconduct Hearing Board. The Sexual Misconduct Hearing Board shall have three members. The composition of the Hearing Board will be one faculty member and one staff member, and will be chaired by the Dean of Students. By August 15th of each year, the President of the University shall appoint two faculty members and two staff members to serve as Sexual Misconduct Hearing Board members for a period of one year. Each member of the Hearing Board will receive training annually.

(ii) Notice of Appointment. Upon receipt of the Investigative Report from the Title IX Coordinator, the Dean of Students will appoint one faculty member and one staff member from the group of Sexual Misconduct Hearing Board members. Promptly after appointing the members of the Hearing Board, the Dean of Students will provide concurrent written Notice of Appointment of the Hearing Board to the alleged victim and the Respondent, setting forth the names of the individuals selected to serve on and chair the Sexual Misconduct Hearing Board, as well as the alleged policy violation along with information related to the formal conduct hearing.

The parties may challenge the participation of any member of the Hearing Board by submitting a written objection to the Title IX Coordinator within three days of receipt of the Notice of Appointment. Such objection must state the specific reason(s) for the objection. The Title IX Coordinator will evaluate the objection and determine whether to alter the composition of the Hearing Board. Failure to submit a timely and proper objection will constitute a waiver of any right of objection to the composition of the Hearing Board. Any changes in the composition of the Hearing Board will be provided in writing to both parties prior to the date of the hearing.

(iii) Hearing Policies and Procedures.

1) Submission of Written Material by the Parties. Within five days of receipt of the Notice of Appointment of the Hearing Board, the alleged victim and the Respondent may provide the Chair of the Hearing Board with (1) a list of witnesses, if any, that they propose that the Hearing Board call and a brief description of each proposed witness's connection to and/or knowledge of the issues in dispute, (2) a written statement of position, and (3) copies of all documents to be presented at the hearing. Failure to provide this information in a timely manner may result in the loss of the ability to provide this information. The Title IX Coordinator and/or the Deputy Title IX Coordinator will present the Investigative Report at the hearing.

2) Notice of Hearing. Not less than five days but not more than 10 days after delivery of Notice of Appointment of the Hearing Board to the parties, the Hearing Board will provide a separate notice to the alleged victim, the Respondent, and any witnesses or other third parties whose testimony the Hearing Board deems relevant, requesting such individuals to appear before the Hearing Board. The notice should set forth, as applicable, the date, time, and location of the hearing. In this Notice of Hearing, the Hearing Board will provide the names of witnesses or other third parties that the Hearing Board plans to call.

3) Failure to Appear. If the alleged victim or the Respondent fails to appear before the Hearing Board if requested to do so, and such party was provided with proper notice of the hearing as set forth above, then absent extenuating circumstances, the Hearing Board will proceed to determine the resolution of the Complaint.

4) Support Persons. The alleged victim and the Respondent each have the right to be assisted by one advisor of their choice, and at their expense. The alleged victim and the Respondent are each responsible for presenting his or her own information. An Advisor may communicate with his or her advisee privately, but he or she may not address the Hearing Board, cross-examine witnesses, or have any other speaking role. The alleged victim and the Respondent must notify the Dean of Students who they are bringing at least two days prior to the hearing. Failure to meet this deadline may result in the loss of the ability to have the advisor present. The alleged victim and Respondent should select an advisor whose schedule allows attendance at the scheduled date and time of the hearing; delays will not normally be allowed due to the scheduling conflicts of an advisor. The advisor must maintain confidentiality regarding any and all communications exchanged pursuant to this Policy.

5) Other Advisors. Absent accommodation for disability and except as set forth in this Section V(b)(iii)(4), the parties may not be accompanied by any other individual during the hearing process.

6) Evidentiary Matters. The alleged victim and the Respondent will have an equal opportunity to present evidence during their respective hearings. Formal rules of evidence will not be observed during the hearings.

Evidence of past sexual histories of the alleged victim or the Respondent will not be permitted at the hearing, with the following exception:

- a) The alleged victim's prior sexual conduct with the Respondent.

The Hearing Board shall clarify that evidence of a prior consensual dating or sexual relationship between the parties does not imply consent or preclude a finding of sexual misconduct in the instant case.

7) Conduct of the Hearings.

a) Generally. The hearings will be conducted in an inquisitorial manner, which means that the Hearing Board will be responsible for asking questions of the parties and the witnesses and developing evidence through testimony. The Dean of Students, as Chair of the Hearing Board, will resolve any questions concerning procedure or the admission of evidence or testimony (including the relevancy and reliability of the evidence and testimony). Members of the University community are expected to provide truthful testimony. Any falsification of information or false testimony by any party or witness may subject that party or witness to disciplinary action.

b) Testimony of the Respondent. The Respondent may choose not to testify or appear before the Hearing Board; however, his or her exercise of that option will not preclude the Hearing Board from making a determination regarding the Complaint filed against the

Respondent.

c) Private. Hearing shall normally be conducted in private. In order to comply with FERPA and Title IX and to provide an orderly process for the presentation and consideration of relevant information without undue intimidation or pressure, the hearing process is not open to the general public. Accordingly, documents prepared in anticipation of the hearings (including the Complaint, the Investigative Report, the notices of hearing, and the pre-hearing submissions referenced above) and documents, testimony, or other information introduced at the hearings may not be disclosed outside the hearing proceedings, except as may be required or authorized by law.

d) Separate Hearings. In hearings involving more than one respondent, the Dean of Students, as chairperson, may at his or her discretion, permit the hearings concerning each Respondent to be conducted separately or jointly.

e.) Cross examination. The alleged victim and Respondent will not be allowed to directly cross-examine each other or witnesses.

f) Witnesses. Witnesses other than the alleged victim and Respondent will be excluded from the hearing except during their specific witness testimony.

g) Record. There shall be a single verbatim record, such as a digital recording, of all hearings before the Hearing Board, not including deliberations. The recording shall be the property of the University.

h) Separation of parties. The Hearing Board may accommodate concerns for the personal safety, well-being, retaliation, and/or fears of the confrontation of the alleged victim, Respondent, and/or other witnesses during the hearing by providing a visual screen, or permitting participation by telephone, video conferencing or by other means.

(iv) Outcome.

1) The Decision of the Hearing Board. Following the conclusion of the hearing, the Hearing Board will confer and by majority vote determine whether the evidence (including the information provided in and by the Investigative Report, the parties written statements, if any, the evidence presented at the hearings, and the testimony of the parties and witnesses) establishes that it is more likely than not³ that the Respondent violated the Sexual Misconduct Policy. The deliberation portion of the hearing is closed to all but the Hearing Board members.

2) Sanctions.

a) Generally. Sanctions for a finding of responsibility depend upon the nature and gravity of the misconduct. Sanctions may include, without limitation, withholding a promotion or pay increase, reassigning employment, terminating employment, temporary suspension without pay, compensation adjustments, expulsion or suspension from the University, disciplinary probation, expulsion from campus housing, mandated counseling, and/or educational sanctions deemed appropriate by the Hearing Board. A full list of possible sanctions for students is attached as “Appendix E”.

The Hearing Board will determine sanctions, giving consideration to whether a given sanction will (a) bring an end to the violation in question, (b) reasonably prevent a recurrence of a similar violation, and (c) remedy the discriminatory effects of the

³ In other words, the standard of proof will be “the preponderance of the evidence” standard.

violation of the Complainant, and if applicable, the University community at large.

b) Implementation of Sanctions. Sanctions imposed are not effective until the resolution of any timely appeal pursuant to Section V(b)(v), below. However, if it is advisable that in order to protect the welfare of the victim or the University Community, the Hearing Board may recommend that any sanctions be effective immediately and continue in effect until such time as the appeal process is exhausted.

3) Final Outcome Letter. Within 7 calendar days following the conclusion of the hearing, the Hearing Board will issue a written decision letter (the “Final Outcome Letter”) concurrently to the Respondent, the Complainant and the alleged victim (if not the Complainant), the Title IX Coordinator, the Vice President for Student Affairs if the Respondent is a student, and the appropriate Vice President or Athletic Director if the Respondent is an employee. The Final Outcome Letter will set forth (1) the name of the Respondent, (2) the violation(s) of this Policy for which the Respondent was found responsible, if any; (3) sanctions imposed on the Respondent, if any; and (4) the option to appeal by either party. The University will not require either party to abide by a nondisclosure agreement, in writing or otherwise, that would prevent the redisclosure of information related to the outcome of the proceeding.

(v) Appeals.

1) Respondent is a student or non-faculty employee.

The alleged victim or the Respondent may appeal, in writing, the decision of the Hearing Board and/or the sanction imposed on the Respondent within 7 calendar days from the date of the Final Outcome Letter. The decision of the Hearing Board and the sanction imposed on the Respondent may, if desired, be appealed simultaneously. The only basis for appeal shall be:

- 1) Alleged failure of the Hearing Board to follow the procedures set forth in the Sexual Misconduct Policy; or
- 2) Consideration of new evidence that was not reasonably available at the time of the hearing before the Hearing Board.

Students should appeal to Dr. Keegan Nichols, Vice President for Student Affairs, located in the Office of Student Affairs, Doc Bryan Student Affairs Center, Suite 202, (479) 968-0238, knichols@atu.edu. Employees should appeal to the appropriate Vice President or Athletic Director. Typically a decision on the appeal will be issued within 7 calendar days of receipt of the appeal.

2) Respondent is a faculty member.

The alleged victim may appeal following the process set forth in Section 1 above. If the Respondent is a faculty member with tenure or with a special or probationary appointment and the sanction issued by the Hearing Board is dismissal before the end of a specified term, the procedures set forth Chapter II, Section E of the Faculty Handbook shall govern the Respondent’s appeal. If the Hearing Board issues a sanction which imposes a penalty other than dismissal, the procedures set forth in Chapter II, Section G of the Faculty Handbook shall govern the Respondent’s appeal.

ARTICLE VI. INFORMAL RESOLUTION (MEDIATION)

Informal resolution is only appropriate if (i) the alleged victim requests it, (ii) the Respondent agrees to such resolution, (iii) the alleged victim and the Respondent are both Students or are both employees of the University, (iv) the Title IX Coordinator determines that informal resolution is an appropriate mechanism for resolving the Complaint, and (v) the Complaint does not involve sexual assault. Informal Resolution is not a prerequisite to pursuit of a formal resolution.

Informal resolution may not be selected for less than all of the misconduct alleged in the Complaint (for example the parties may not choose to resolve a claim of Sexual Assault according to the formal resolution process but mediate all other claims). If the parties agree to informal resolution (and informal resolution is appropriate for all of the claims at issue), then all of the claims must be resolved according to the informal resolution process.

The alleged victim has the right to terminate the informal resolution process at any time and proceed with formal resolution. Furthermore, the Title IX Coordinator may, where appropriate, terminate or decline to initiate informal resolution, and proceed with formal resolution instead. In such cases, statements or disclosure made by the parties in the course of the informal resolution process may be considered in the subsequent formal resolution proceeding.

(a) Respondent’s Acknowledgement of Responsibility.

At any time prior to the imposition of sanctions, the Respondent may elect to acknowledge his or her actions and take responsibility for the alleged Sexual Misconduct. In such a situation, the Title IX Coordinator will propose sanction(s) for the Respondent. If both the alleged victim and the Respondent agree to such proposed sanction(s), then the Complaint will be resolved without any further rights of appeal by either party.

If either the alleged victim or the Respondent objects to the proposed sanction(s), then the Hearing Board will convene for the exclusive purpose of determining sanctions, which determination may be subject to appeal by either party pursuant to Section V(b)(v) of this Policy. For purposes of this sanction hearing, all of the other provisions of this Policy relating to the imposition of a sanction for Sexual Misconduct shall apply.

(b) The Informal Resolution Process.

(i) The Mediation; The Presiding Officer. When the Complaint is to be resolved according to the informal resolution process, there will be a mediation overseen by the Title IX Coordinator or a Deputy Title IX Coordinator.

(ii) Notice of the Mediation. The Title IX Coordinator will provide concurrent written notice to the alleged victim and the Respondent, setting forth the date, time and location of the mediation.

(iii) No Contact Prior to Mediation. The parties may not contact each other outside of the mediation, even to discuss the mediation.

(iv) Attendance. Both the alleged victim and the Respondent are expected to attend the mediation. If either party fails to appear at the mediation, and such party was provided proper notice of the mediation as set forth above, then absent extenuating circumstances, the Title IX Coordinator may either direct that resolution of the Complaint be determined according to the formal resolution process set forth above, or if the alleged victim fails to appear without good cause, dismiss the Complaint.

(v) The Mediation.

1) The Alleged Victim’s Rights. During the mediation, the alleged victim may:

- (a)** Confront the Respondent in the presence of, and facilitated by, the Presiding Officer.
- (b)** Communicate his or her feelings and perceptions regarding the incident and the impact of the incident (either by communicating directly with the Respondent or by communicating indirectly with the Respondent through the Presiding Officer), and/or
- (c)** Relay his or her wishes and expectations regarding protection in the future.

2) Resolution. During the mediation, the Presiding Officer will attempt to facilitate the parties’ resolution of the Complaint. If the mediation results in a resolution between the parties and the Title IX Coordinator finds the resolution to be appropriate under the circumstances (giving consideration to the extent to which the resolution will protect the safety of the alleged victim and the entire University community), the informal disciplinary procedure will be concluded and the Complaint will be closed. If the parties are unable to reach a resolution, the formal resolution process outlined in Article V of this Policy will promptly commence.

(vi) **Privacy and Disclosure.** In order to comply with FERPA and Title IX and to provide an orderly process for the presentation and consideration of relevant information without undue intimidation or pressure, the informal resolution process is not open to the general public. Accordingly, documents prepared in anticipation of the mediation (including the Investigative Report and the Notice of Mediation) and other information introduced at the mediation may not be disclosed outside of the mediation, except as may be required or authorized by law.

209 HIRING RELATIVES - NEPOTISM

A.C.A. §§25-16-1001 through 1007; Governor's Executive Order 98-04

State law prohibits an individual from working in certain positions for a state agency for the following reasons:

1. Public officials are prohibited from hiring relatives;
2. An employee is prohibited from supervising a relative; and
3. Employees working for the same agency who plan to marry must disclose this to the agency director.

Definitions

Employee: A person whose employment is not seasonal or temporary and whose actual performance of duty requires one thousand (1,000) or more hours during a fiscal year.

Public Official: The Secretary of State, Governor, Lieutenant Governor, Treasurer of the State, Auditor of the State, Attorney General, Commissioner of State Lands, a member of the Senate, a member of the House of Representatives, and the executive head of any agency, department, board, commission, institution, bureau, or council of this state.

Relative: A husband, wife, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, sister, stepbrother, stepsister, half-brother, half-sister, brother-in-law, sister-in-law, daughter, son, stepdaughter, stepson, daughter-in-law, son-in-law, uncle, aunt, first cousin, nephew, or niece.

State agency: All boards, commissions, departments, agencies, institutions, state- supported institutions of higher education, and offices of constitutional officers of the State of Arkansas; and The General Assembly, including divisions, commissions, and bureaus operating under the authority of the General Assembly.

Supervisory employee: Any individual having authority in the interest of the state agency to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees of a state agency; or the responsibility to direct other employees of a state agency, to adjust their grievances, or to effectively recommend an action if the exercise of authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Specific Provisions

A public official shall not appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the state agency in which the

official is serving or which the official exercises jurisdiction or control over any person who is a relative of the public official and is an employee of a state agency or as a result of the public official's action could be an employee of a state agency.

Within each state agency, no employees who are related shall be placed within the same line of supervision whereby one relative is in a supervisory position over the other. A temporary change in supervision resulting in the supervision of a relative will not be considered a violation of Arkansas law provided the supervision does not exceed 30 days. No hiring, firing, pay adjustments, or other personnel actions may occur during this temporary period of supervision.

All state agencies are required to obtain completed and signed disclosure forms from the top applicant(s), whether the applicant is a current or former (within the last 24 months) state employee or has never been employed by the state prior to a formal offer of employment. The disclosure requirements are as follows:

- F3-F4 - Employee Disclosure/Certification and Employment of Family Members Form
The F3-F4 form is a two page document in which an applicant and/or employee discloses his or her familial relationship, position and office, as defined. Additionally, the form provides the hiring official and subsequent reviewers, the opportunity to determine whether the applicant/employee meets or does not meet the requirements for hire, as defined.
- F5-F6, F7 - Employee Disclosure Requirements/Restrictions Notice
This portion of the form series is a three page document which includes information to an applicant and/or employee regarding financial interest gained through a familial tie to a state contract or grant, the penalties for non-disclosure, receipt and understanding of the legislation, and disclosure of his or her familial relationship, type of business, state contracting entity, amount, and nature of the benefit received/to be received.
- F8 - Employee Disclosure of Family Members Form (State Application Portion)
The F8 form is a checklist format found on state application forms for family member disclosure.

210 MARRIED STATE EMPLOYEES

A.C.A. §§25-16-1001 through 1007; Governor's Executive Order 98-04

For employees working for the same state agency who plan to marry, if the marriage will result in a violation of the Arkansas law prohibiting relatives from working within the same line of supervision whereby one relative is in a supervisory position over the other, the agency director or designee shall provide written notice of the following alternatives to resolve the violation:

1. Transferring one (1) of the employees to another position within the state agency;
2. Transferring one (1) of the employees to another state agency; or

3. The resignation of one (1) of the employees.

The employees shall have the opportunity to choose among the alternatives; however, there is no guarantee that a position will be available within the employee's current agency, or another agency. If the employees are unable to agree within sixty (60) days, the agency director or their designee shall choose from the alternatives to correct the violation.

Agencies must inform employees of the law by written notification of the rules, including of the rules in the agencies employee handbook, and/or inclusion in new employee orientation programs.

The nepotism section of the State of Arkansas Employment Application shall be completed in its entirety listing the name, relationship, and job title of all relatives currently employed by the state agency for which application of employment is being submitted. The Human Resources section of the agency or institution will then decide if the hiring of the applicant is in violation of this law.

This provision does not apply to an employee who was hired, transferred or promoted in a state agency prior to August 12, 2005.

Penalties

Anyone who approves a position and authorizes compensation to an employee in violation of this law, the person will be charged with a Class A misdemeanor. A public official who knowingly violates this law shall be subject to a civil penalty of one thousand dollars (\$1,000).

211 WORKERS' COMPENSATION

A.C.A. §21-4-208; §21-5-417

Employees who encounter an injury or illness on-the-job and are entitled to workers' compensation benefits, upon proper application, may utilize their accrued sick leave as a supplement to such benefits.

The combination of workers' compensation benefits and sick leave pay shall not exceed the employee's normal pay period salary. Employees receiving workers' compensation benefits for a permanent disability are eligible for full pay from both sources.

The option will reduce the employee's accrued sick leave on a proportional basis. For example, an employee's normal salary is \$150.00. The employee receives \$75.00 workers' compensation benefits and elects to receive an additional \$75.00 per week in sick leave payments. Thus, the employee uses sick leave at a rate of one-half the weekly salary which is equivalent to 2-1/2 days of sick leave for each week of disability.

The sick leave used to supplement workers' compensation will be reinstated in reverse order from which absence due to sick leave is charged for that portion of time taken that was covered by workers' compensation. For example, absence due to sick leave is charged in the following order:

earned sick leave, earned annual leave, leave without pay. Reinstated leave will then be annual leave, then sick leave. Leave without pay is not covered by worker's compensation and therefore is not re-established.

In the event an employee receives workers' compensation payments as a salary benefit in addition to sick leave payments and the combined payments exceed the employee's normal weekly pay, the employee shall pay the excess amount to the university for deposit in the university's fund from which the sick leave has been paid. Upon receipt of the excess amount of pay, the university shall then restore to the employee's credit that amount of sick leave that was used in a proportion that the workers' compensation payment is to the employee's weekly pay.

Agencies must continue to remit the employer's contribution to the State Employees/ Public School Employees Insurance Program when an employee is on leave without pay and receiving workers' compensation benefits as a result of a work related injury or illness.

300 COMPENSATION AND PAYROLL POLICIES

301 Compensation

302 Overtime and Compensatory Time

303 Monthly, Bi-Weekly, and Hourly Salaries

304 Obtaining Setoff

305 Payout of Leave

306 Regular Salary Procedures

307 Retroactive Pay Prohibited

308 Career Service Pay

301 COMPENSATION

There are three (3) general types of payrolls used by the University. Salary payrolls for instructional, administrative, non-classified, and some classified personnel are paid monthly and either receive a direct deposit or their check is issued through the Payroll Office on the last working day following the end of the payroll period. Wage payrolls for employees who worked by the hour are paid semi-monthly on the 15th and last work day of each month. Payrolls for work-study student employees and those paid from University funds are paid by the 15th of the month following the end of each pay period. Student payroll checks are issued through the Student Accounts Office.

Classified personnel at Tech are compensated according to the Higher Education Uniform Classification and Compensation Act (Act 599 of 2017). All state and classified personnel beginning initial employment enter at level 1 of the pay grade assigned for the position except for some special entry rates. Employees may become eligible for an additional increase after twelve months, however, this increase must be earned by demonstrated work performance, experience and proven ability.

302 OVERTIME AND COMPENSATORY TIME

A.C.A. §19-4-1612 and §21-5-214; Fair Labor Standards Act

Employees considered nonexempt⁴ for overtime under the Federal Fair Labor Standards Act are encouraged to complete their job duties within a normal 40 hour work week. In the event that excess hours are required; advance authorization by the immediate supervisor is required. All compensatory time must be reflected on employee's official timesheet. A Compensatory Time Earned form must be completed and approved by the immediate supervisor and the appropriate Department Head before compensatory time is granted. Nonexempt employees will accrue compensatory time at the rate of one and one-half times the number of hours worked in excess of 40 hours within a specified work week (Sunday to Saturday). The following actions are the preferred order for addressing the accumulation of compensatory time:

1. Supervisors should adjust work schedules and/or leave approval during the workweek to prevent the accumulation of compensatory time.
2. Supervisors may request or direct employees to use their compensatory time during a period of time that has minimal impact on the work unit's operations. This action may be taken to reduce the accrued compensatory time balance and avoid cash payments.
3. Employees must exhaust all accrued compensatory time before use of annual leave.

Employees may only carry forward 80 hours of compensatory time at the beginning of each calendar year. Compensatory time in excess of 80 hours should be used prior to the end of each calendar year. If at any time during the year, an individual employee's compensatory time balance exceeds 240 hours; the hours in excess of 240 must be compensated in cash payment. Cash Overtime payment is the least desirable method of compensation for overtime work. Predetermined emergency personnel are the only employees that may be eligible for cash overtime payment. An Overtime Approval form must be submitted with both Supervisor and Vice President approval before any cash overtime will be paid.

303 MONTHLY, BI-WEEKLY, AND HOURLY SALARIES

A.C.A. §19-4-1607

Except for those state agencies which operate principally on a scholastic year, or on a part-time basis, or where such salaries or personal services are specifically established for a period less than one (1) year, all salaries established by the General Assembly shall be considered to be a maximum amount to be paid for a twelve-month payroll period.

No greater amount than that established for the maximum annual salary of any state official or employee shall be paid to such employee during any such twelve-month payroll period, nor shall more than one-twelfth (1/12) of such annual salary be paid to any such employee

⁴ The determination of exempt versus non-exempt is complex and may be on a case-by-case basis. Current examples of exemptions include: executive, administrative, professional employees; employees in computer-related occupations, and highly compensated workers. For more information, please go to www.dol.gov/whd/overtime/fact_sheets.htm.

during any calendar month.

The limitations set out in this section may be converted to biweekly or weekly increments of one-twenty-sixth (1/26) or one-fifty-second (1/52) of the maximum annual salary.

Remuneration Payment

The remuneration paid to an employee of the state may exceed the maximum annual salary as authorized by the General Assembly as follows:

1. Overtime payments as authorized by law;
2. Payment of a lump sum to a terminating employee, to include accrued annual leave payment, accrued compensation time, accrued holiday and birthday leave, lump sum payment of sick leave balances upon retirement as provided by law;
3. Payment for overlapping pay periods at the end of the fiscal year as defined or authorized by law;
4. Payment for the biweekly twenty-seven (27) pay periods;
5. Payment for career service recognition as authorized by law;
6. Payment for a merit increase payment as authorized by law;
7. Payment in accordance with special language salary provisions in individual agency appropriation acts as authorized by law;
8. Payment of salary differentials such as hazardous duty, education, certification, geographic and second language as well as shift differentials and on call payments as authorized by law; and
9. As approved under §21-5-209.

304 OBTAINING SETOFF

A.C.A. §26-36-303

The Arkansas Department of Finance and Administration is authorized to obtain a setoff of State Income Tax refunds to collect a debt resulting from an overpayment of salary or wages.

When the university opts to collect an overpayment of salary or wages to a current or former employee through a setoff of a State Income Tax refund must send the current or former employee a Debt Collection Letter that allows the current or former employee thirty (30) days to request a hearing concerning the validity of the debt. Current or former employee's requesting a hearing within the timeframe must be granted a hearing by the university.

305 PAYOUT OF LEAVE

A.C.A. §§21-4-204 through 207; §21-4-404; and §§21-4-501 through 505

Termination/Resignation of employee

Annual Leave

For a regular employee, a maximum of 30 working days or 240 hours, including holidays and

birthdays, is paid out.

Sick Leave

No sick leave is paid out.

Death of the employee

No payment is made until it has been determined that the deceased employee was not indebted to the state.

Annual Leave

A maximum of 480 hours or 60 working days, including holidays and birthdays.

Sick Leave

Only classified employees may receive a payout of accrued sick leave upon their death. A deceased employee or his or her beneficiary cannot receive an amount that exceeds \$7,500. The amount of sick leave paid out is calculated as follows:

1. If the deceased employee had accumulated at least 50 days but fewer than 60 days of sick leave, the employee shall receive an amount equal to 50% of the number of accrued sick leave days rounded to the nearest day multiplied by 50% of the employee's daily salary.
2. If the deceased employee has accumulated at least 60 days but fewer than 70 days of sick leave, the deceased employee shall receive an amount equal to 60% of the number of accrued sick leave days rounded to the nearest day multiplied by 60% of the employee's daily salary;
3. If the deceased employee has accumulated at least 70 days but fewer than 80 days of sick leave, the deceased employee shall receive an amount equal to 70% of the number of accrued sick days rounded to the nearest day multiplied by 70% of the employee's daily salary; and
4. If the deceased employee has accumulated at least 80 or more days of sick leave, the deceased employee shall receive an amount equal to 80% of the number of accrued sick leave days rounded to the nearest day multiplied by 80% of the employee's daily salary.

The daily salary is determined by dividing the annual salary by 260.

Paid sick leave taken under FMLA will be added to the deceased employee's final sick leave balance for the purpose of qualifying for the incentive payout; however, the amount paid out is based on the unused sick leave balance at the time of death.

Retirement of the employee

Annual Leave

For a regular state employee, a maximum of 240 hours or 30 working days, including holidays

and birthdays.

Sick Leave

Only classified employees may receive a payout of accrued sick leave upon their retirement. An employee cannot receive an amount that exceeds \$7,500. The amount of sick leave paid out is calculated as follows:

1. If the employee has accumulated at least 50 days but fewer than 60 days of sick leave, the employee shall receive an amount equal to 50% of the number of accrued sick leave days rounded to the nearest day multiplied by 50% of the employee's daily salary.
2. If the employee has accumulated at least 60 days but fewer than 70 days of sick leave, the employee shall receive an amount equal to 60% of the number of accrued sick leave days rounded to the nearest day multiplied by 60% of the employee's daily salary;
3. If the employee has accumulated at least 70 days but fewer than 80 days of sick leave, the employee shall receive an amount equal to 70% of the number of accrued sick days rounded to the nearest day multiplied by 70% of the employee's daily salary; and
4. If the employee has accumulated at least 80 or more days of sick leave, the employee shall receive an amount equal to 80% of the number of accrued sick leave days rounded to the nearest day multiplied by 80% of the employee's daily salary.

The daily salary is determined by dividing the annual salary by 260.

Paid sick leave taken under FMLA will be added to the employee's final sick leave balance for the purpose of qualifying for the incentive payout; however, the amount paid out is based on the unused sick leave balance at the time of retirement.

306 REGULAR SALARY PROCEDURES

A.C.A. §19-4-1601

This law establishes the General Assembly's authority to fix salaries for State employees and fees of all officers in the state. All salaries and wages will be fixed in law and the provisions in this law shall be applicable to all authorized regular salary positions in appropriation acts unless specific exception is made otherwise in the law.

The Higher Education Uniform Classification and Compensation Act (Act 599 of 2017) implements the intent of the Regular Salary Procedures and Restrictions Policy with respect to:

- The entry salary of all classified and unclassified positions;
- The frequency with increases throughout each grades; and
- The maximum annual salary allowed in each grade of the pay plans.

The law specifically provides that the rate of pay shall not exceed the maximum rate of pay

for the position classification during any one (1) fiscal year unless specific provisions are made in law.

When determining an employee's rate of pay, their qualifications and length of service must be taken into consideration.

All salaries may only be paid by the university if there are appropriations and funds available for wages and salaries.

State employees may not be paid any additional cash allowances, including but not limited to uniform allowance, clothing allowance, motor vehicle depreciation or replacement allowance, fixed transportation allowance, and meals and lodging allowance, other than for reimbursement of costs actually incurred by the employee unless specific provisions are made in law.

307 RETROACTIVE PAY PROHIBITED

A.C.A. §19-4-1610

In the event that a state employee is being paid less than the maximum provided for by law, and the President of the University provides for an increase in the rate of pay for the employee, the employee's rate of pay shall not exceed one-twelfth (1/12) of the annual maximum salary allowed for that grade, for the remainder of the annual period. In no case shall such payments be made for the preceding fiscal year.

No increase in the rate of pay, either by paying the full amount of the maximum salary or by placing an employee in a position calling for a greater salary, shall be construed as authorizing the payment of any retroactive salary to the employee. In no case shall such payments be made for the preceding fiscal year.

Salary payments made to correct an administrative error shall not be considered retroactive pay, nor shall such payment be construed as exceeding the employee's maximum authorized pay. Payments may be made to correct an administrative error for the preceding fiscal year if the payment is requested within twelve (12) months of the end of the preceding fiscal year and it is approved by the Chief Fiscal Officer of the State.

308 CAREER SERVICE PAY

A.C.A. §21-5-106

Employees who satisfy the eligibility requirements may be awarded annual lump sum career service recognition payments on the next regularly scheduled pay cycle after the completion of state service based on the following schedule:

Years of Service	Amount of Recognition Payment
10-14 years	\$800
15-19 years	\$1,000

20-24 years	\$1,200
25 or more years	\$1,500

To receive the full amount of the recognition payment, the service must have been in regular full-time positions.

Employees who work part-time in regular salary positions may receive annual career service recognition payments on a pro-rata basis.

Authorized leave without pay and leave for military service when veteran's reemployment rights are exercised will not preclude an employee from being eligible for the career service payment.

The payments are subject to state and federal tax withholding and are included by retirement systems to determine benefits.

400 LEAVE POLICIES

- 401 Annual Leave**
- 402 Catastrophic Leave**
- 403 Serving as a Juror or Witness**
- 404 Educational Leave**
- 405 Emergency Paid Leave, Disaster Service Volunteer Leave, Emergency and Rescue Service Leave**
- 406 Family Medical Leave**
- 407 Holiday Leave**
- 408 Inclement Weather**
- 409 Long Term Leave of Absence Without Pay**
- 410 Organ Donation Leave**
- 411 Child Educational Leave**
- 412 Maternity Leave**
- 413 Military Leave**
- 414 Funeral Leave**
- 415 Bereavement Leave**
- 416 Sick Leave**
- 417 Transfer Leave**

401 ANNUAL LEAVE

A.C.A. §§ 21-4-204 and 205; and §21-5-1007

This policy applies to all employees except faculty, graduate assistants, hourly, intermittent, extra labor help, and per diem employees.

An employee who works in a regular salary position shall accrue annual and sick leave in the same proportion as time worked.

Specific Provisions

An employee who works in a regular salary position shall accrue annual leave as defined in the timetable below. Full-time employees accrue leave at the rates shown in the timetable listed below. Employees who work less than full-time per year accrue annual leave in the same proportion as time worked. For example, employees who work half-time would receive half of the annual leave accrual shown on the timetable. Employees must have completed full years of employment before movement to the next higher accrual rate. For example, an employee would not move to the second level of annual leave accrual rate until they had completed three (3) full years of employment and starting their fourth (4th) year.

<u>Years of Employment</u>	<u>Monthly</u>	<u>Annually</u>
Through 3 years	1 Day	12 Days
4 through 5 years	1 Day, 2 Hours	15 Days

6 through 12 years	1 Day, 4 Hours	18 Days
13 through 20 years	1 Day, 6 Hours	21 Days
Over 20 years	1 Day, 7 Hours	22.5 Days

1. Through three (3) years: Employees must have completed three (3) full years of employment, before movement to the next higher accrual rate—(1 through 36 months).
2. Four (4) through five (5) years: Employees must have completed three (3) full years of employment and be starting their fourth (4th) year—(37 through 60 months).
3. Six (6) through twelve (12) years: Employees must have completed five (5) full years of employment and be starting their sixth (6th) year—(61 through 144 months).
4. Thirteen (13) through twenty (20) years: Employees must have completed twelve (12) full years of employment and be starting their thirteenth (13th) year—(145 through 240 months).
5. Over twenty (20) years: Employees must have completed twenty (20) full years of employment and be starting their twenty-first (21st) year—(241 months and beyond).

Annual leave accrued during a calendar month is not considered to be earned by an active employee in active pay status until the last working day of the month, and the leave must be earned before it can be used. For accrual purposes only, new employees will accrue their full monthly accrual of annual leave if employed on the first (1st) working day of the month and are in active status on the payroll through the entire month. New employees will accrue half their monthly accrual if employed on the 16th of the month and are in active status on the payroll through the last working day of that month. (If the 16th falls on a weekend or holiday, accrual begins on the first (1st) working day thereafter.)

Annual leave is granted on the basis of work days, not calendar days. Non-work days, such as holidays and weekends, are not charged as annual leave.

Annual leave shall be granted to permanent, probationary, provisional, and temporary employees who are working one-half time on a pro rata basis. Annual leave shall not be granted to emergency, hourly, intermittent, or per diem employees. An employee who works a minimum of 1000 hours per year in a regular salary position shall accrue annual leave. Employees who work less than full time, but more than 1000 hours per year, accrue annual leave in the same proportion as time worked.

Any employee who works in a regular salary position shall accrue annual leave in the same proportion as time worked.

Annual Leave is cumulative and no employee shall have over 30 days accumulated on December 31st of each year. Accrued leave may exceed 30 days during the calendar year, but those days in excess of 30 will be forfeited if not used by December 31st of each year. Employees who have a balance of over 30 days at the end of the calendar year may donate

their time over 30 days to the Catastrophic Leave Bank ~~or as shared leave~~. Accrued Birthday and Holiday leave balances are not forfeited at the end of the year even though the employee is carrying over 30 days of annual leave.

An employee may request to use accrued annual leave at any time. The Department Head may grant the leave request at such time that will cause the least disruption to the efficient operation of the university.

Employees shall not borrow from anticipated future accruals and may not use annual leave accrued by other employees.

The minimum annual leave amount an employee can use is fifteen (15) minutes. No smaller amounts shall be used.

Employees continue to earn annual leave at their normal accrual rate when on annual or sick leave.

An employee may not earn annual leave when in a leave without pay status for ten (10) or more cumulative days within a calendar month.

All compensatory time must be used before the use of annual leave.

Employees transferring without a break in service, between state agencies and/or state-supported institutions of higher education, that are covered by these policies, shall retain all accumulated annual leave.

When an employee terminates employment with the state, they are eligible to receive a payout of their annual, as well as earned birthday and holiday, leave balances; however, the payout may not exceed thirty (30) days or 240 hours.

Additional Provisions

The President, Vice Presidents, and academic Deans are entitled to accrue annual leave with full pay on the basis of 20 working days per calendar year, or on the basis of the schedule contained in this section, whichever is greater.

Administrative Staff, defined as administrative positions other than those listed above, Auxiliary Non-Classified positions, and twelve-month academic positions (with the exception of Deans), all as listed in the current appropriation act, are entitled to accrue leave with full pay on the basis of 15 working days per calendar year or the basis of the schedule contained in this section, whichever is greater.

402 CATASTROPHIC LEAVE

A.C.A. §21-4-214; A.C.A. §21-4-217

Arkansas law establishes a Catastrophic Leave Bank Program. The Catastrophic Leave Bank Program creates no expectation or promise of continued employment, and is intended simply to assist eligible employees during medical emergencies.

Definitions

Catastrophic Leave Bank: A pool of accrued annual and sick leave voluntarily donated by employees which may be approved for use by employees who meet the catastrophic illness/injury eligibility requirements.

Catastrophic Illness: A medical condition of an employee, spouse, parent of the employee, or a child of the employee which may be claimed as a dependent under the Arkansas Income Tax Act of 1929, as certified by a physician that requires an employee's absence from duty for a prolonged period of time and which, except for the catastrophic leave program, would result in a substantial loss of income to the employee because of the exhaustion of all earned sick, annual, holiday and compensatory leave.

Catastrophic Leave for Maternity Purposes: An eligible female employee may receive up to four consecutive weeks of paid leave within the first twelve weeks after the birth of the employee's biological child or placement of an adoptive child in the employee's home.

Prolonged Period of Time: A continuous period of time (minimum of thirty (30) working days) whereby a medical condition prevents the employee from performing the employee's duties.

Medical Condition: Emergencies limited to catastrophic and debilitating medical situations, severely complicated disabilities and/or severe accidents of the employee or a qualifying family member that could not have been anticipated and which cause the employee to be unable to perform his/her job, require a prolonged period of recuperation and/or require the employee's absence from duty as documented by a physician or other appropriate healthcare provider. Elective surgery does not qualify as a medical condition for catastrophic leave purposes.

For maternity purposes, the birth of the employee's biological child or placement of an adoptive child in the employee's home is the medical condition. Approved catastrophic leave will be granted for the birth of the employee's biological child effective the date of the birth or after and approved catastrophic leave will be granted for the placement of an adoptive child in the employee's home effective the date the child is placed in the home or after, but both within the first twelve weeks after the birth or placement.

Dependent Child Certification: Complete the "Dependent Child Certification Form", sign and attach to the catastrophic leave request. If the child was acquired after the most current income tax filing, provide other proof, i.e., birth certificate, adoption order, etc.

Substantial Loss of Income: A continuous period of time where the employee will not be compensated by the employing state agency/institution due to a medical condition after the exhaustion of all earned sick, annual, holiday and compensatory leave. This requirement does not apply for maternity purposes.

Onset of the Illness or Injury: The initial beginning, or start, as certified by a physician or other appropriate healthcare provider, of the medical condition which created the need for the catastrophic leave request. If a recurrence of the same illness necessitates a subsequent catastrophic leave request, the eligibility requirement that the employee has eighty (80) hours of combined sick and annual leave at the onset of the illness shall not be required on the illness recurrence date.

Eligibility Requirements for Catastrophic Leave

1. The applicant must be a regular, non-faculty, benefits-eligible, full-time, employee of the university. A person who works less than full-time (forty hours per week) or who is in an extra-help position is ineligible to participate as a recipient in the Catastrophic Leave Bank Program; an employee in a regular, part-time position may elect to donate annual and sick leave.
2. The employee must have been employed by the State of Arkansas for at least one year in a regular, full-time position.
3. Employees with a medical emergency must have exhausted all accumulated sick, annual, holiday and compensatory leave, and, at the “onset of the illness or injury”, had to his or her credit at least eighty hours of combined sick and annual leave. For maternity purposes, the eighty (80) hours of combined sick and annual leave credit is not required at the time of application for catastrophic leave.

The 80-hour requirement for a medical emergency due to illness/injury may be waived for an otherwise eligible employee if an “extraordinary circumstance” is declared by an institution of higher education president/director due to the applicant providing documentation that one of the following conditions has occurred:

- The employee applying for catastrophic leave had, during the previous one year period, another medically documented illness or injury which was not compensated under an approved Catastrophic Leave Bank Program, but was documented under the Family and Medical Leave Act (FMLA) as a qualifying event, and caused the exhaustion of all sick and annual leave, or
- The employee applying for catastrophic leave had, during the previous one year period, exhausted his or her sick and annual leave as a direct result of supplementing workers' compensation benefits, which were received due to an on-the-job injury or illness with the State of Arkansas.

4. If the medical condition is due to illness/injury or for maternity purposes and the employee is covered by workers' compensation, the compensation based on catastrophic leave, when combined with the weekly workers' compensation benefit received by the employee, shall not exceed the compensation being received by the employee at the onset of the illness/injury or maternity leave.
5. The employee has not been disciplined for leave abuse during the past one year period from the date of application. This requirement does not apply for maternity purposes.
6. An employee is eligible for approved catastrophic leave due to injury/illness for a maximum of six (6) months (1,040 hours) within a five year period. This requirement does not apply for maternity purposes.
7. The combination of catastrophic leave for the stated medical conditions, due to illness/injury or for maternity purposes, received by an employee may not exceed one thousand, two hundred (1,200) hours in a calendar year (1,040 hours for illness/injury and 160 hours for maternity purposes).
8. Catastrophic Leave Bank Committee shall not grant an employee catastrophic leave beyond the date certified by a physician or other appropriate healthcare provider for the employee to return to work.
9. An employee shall not be approved for catastrophic leave for a medical emergency unless that employee has provided an acceptable medical certificate from a physician or other appropriate health care provider supporting the continued absence and setting forth that the employee is, and will continue to be, unable to perform the employee's duties due to a catastrophic illness/injury of the employee or a qualifying family member. The employee is responsible for providing information regarding his/her assigned job duties to the physician in order to have a more accurate medical certification. This requirement does not apply for maternity purposes.
10. An employee shall not be approved for catastrophic leave for a maternity purpose unless the employee has provided acceptable proof of the birth or placement. For the birth of an employee's biological child, acceptable proof includes a hospital announcement with the mother's name and/or the biological child's name, hospital discharge papers with the mother's name and the biological child's name, or a birth certificate of the biological child. For the placement of an adoptive child in an employee's home, acceptable proof includes the following:
 - a. Formal document from the placement entity with the mother's name and the child's name, or;
 - b. Legal guardianship papers with the mother's name and the child's name.

Donations of Leave to the Catastrophic Leave Bank

The President or his or her designee shall screen leave donated by the employees of the university to ensure that the following criteria are met:

1. Accrued leave may only be donated to the Catastrophic Leave Bank in one (1) hour increments. Donations of leave shall be granted hour-for-hour and not dollar-for-dollar.
2. No employee of a participating agency/institution shall be allowed to donate leave to the Catastrophic Leave Bank if such donation will reduce that employee's accrued sick and annual leave balance to less than eighty (80) hours. This restriction does not apply to employees who are terminating their employment.
3. Annual and/or sick leave which has been donated to the Catastrophic Leave Bank may not be restored to the employee who donated the leave time.
4. Approved donations of leave shall be transmitted to the Catastrophic Leave Bank by submitting an approved donor form.

Catastrophic Leave Committee

Membership: The Committee shall be comprised of at least five (5) members, one who is from the Ozark campus, representing a cross section of the university, and shall be appointed by the President and shall serve a term of two years. The Committee shall elect a chairperson from the committee membership. The Office Human Resources shall designate a person from the office to serve as ex-officio on the Committee.

Responsibility: The purpose of the Committee will be to review all catastrophic leave requests, ensure that all eligibility requirements are met, and make recommendations to the President. The Committee shall make determinations of continuing eligibility.

403 SERVING AS A JUROR OR WITNESS

A.C.A. §21-4-213; §16-43-806; §21-5-104

Serving as a Juror

A university employee serving as a juror in state or federal court shall be entitled to the following:

1. Full compensation;
2. Any fees paid for such services; and
3. Is not required to use annual leave.

Any state agency that deducts any juror fees from an employee's compensation is guilty of a misdemeanor and upon conviction shall be fined not less than twenty-five dollars (\$25) up to two hundred fifty (\$250). Violation of this law constitutes grounds for dismissal.

Serving as a Witness

If a university employee is subpoenaed as a witness to give a deposition or testimony in state or federal court, at a hearing, or before anybody with power to issue a subpoena, the state employee is:

1. Entitled to his or her salary
 - a. If the employee is a witness in a matter within the employee's scope of employment, or
 - b. If the employee is a witness outside the scope of employment and the employee is not serving as a paid expert witness or is not a party to the matter.
2. Entitled to witness fees
 - a. If the employee is a witness in a matter outside the employee's scope of employment, or
 - b. If the employee is a party to the matter other than as a representative of the state employer.
3. Entitled to mileage fees
 - a. If the employee is a witness in a matter within the employee's scope of employment and the employee uses a personal vehicle for travel in obeying the subpoena and the agency does not reimburse the employee for travel expenses; or
 - b. If the employee is a witness in a matter outside the employee's scope of employment and the employee does not use a state-owned vehicle for travel in obeying the subpoena.
4. Required to use annual leave
 - a. If the matter is outside the employee's scope of employment, and
 - b. If the employee is serving as a paid expert or is a party.

A law enforcement officer who is subpoenaed to appear when the officer is not scheduled for regular duty is not entitled to salary. The officer is entitled to retain any witness or mileage fees.

Employees who work night shifts and are required to serve in court during the day or are subpoenaed as a witness to give a deposition in a court or hearing, not involving personal litigation or service as a paid witness outside the scope of university employment, shall be allowed to take court and jury leave on the night shift of the day on which they served.

404 EDUCATIONAL LEAVE

A.C.A. §21-4-211

A permanent employee who is given out-of-service training may be granted educational leave by the President on the following conditions:

Specific Requirements

1. The employee agrees to continue in the service of the university for a period of time as statutorily required or, in the absence of a specific law, at least twice the length of his/her course of training.
2. An employee who does not fulfill these obligations shall be required to pay the university the total cost, or a proportionate share of the cost, of the out-service training and compensation paid during the training period.
3. A written contract setting forth all terms of the agreement shall be signed by the employee and a representative of the university.

Salary, Rights and Benefits

The employee shall retain all rights in the position held at the time when leave was granted or in one of comparable security and pay.

The employee shall retain all benefits and rights during the training period that accrued during that time to regular employees.

The amount of the salary paid during the training period will be as agreed on by the employee and the President; however, the salary cannot exceed the regular salary paid to the employee.

Payment of tuition, fees, books and transportation may be made if money has been specifically appropriated by the General Assembly for such purposes.

405 EMERGENCY PAID LEAVE, DISASTER SERVICE VOLUNTEER LEAVE, EMERGENCY AND RESCUE SERVICE LEAVE

A.C.A. §12-85-102; §21-4-104

To promote the most efficient operation of state government, to allow state employees to take emergency paid leave to address the losses they incur in the wake of severe weather conditions such as tornadoes, damaging high winds, heavy rain, and flooding, and to allow state employees to take leave to participate in disaster relief efforts.

Emergency Paid Leave

The University President is authorized to grant emergency paid leave to those employees who suffer the loss of, or substantial damage to, their principal place of residence due to tornadoes, high winds, rain, flooding, or other severe weather conditions. The emergency paid leave may not exceed forty (40) hours. The University President may only grant this leave to employees whose principle residence is located in a county that has been declared to be a disaster area by the Governor as a result of severe weather.

The university shall maintain records of the amount of emergency paid leave claimed and forward their reports to the Office of Personnel Management.

Employees may use additional earned leave time over and above the emergency paid leave granted if approved by the University President.

Disaster Service Volunteer Leave

An employee of a state agency or state-supported institution of higher education may be granted leave with pay for not more than fifteen (15) working days in any calendar year to participate in specialized disaster relief, without loss of seniority, pay, annual leave, sick leave, compensatory time, offset time, or overtime wages if the employee:

1. Is trained and certified as a disaster service volunteer by the American Red Cross;
2. Has specialized disaster relief services that are requested by the American Red Cross in connection with a disaster; and
3. Obtains consent from the President of the University.

Leave shall only be granted for disaster relief services occurring within Arkansas or states contiguous to Arkansas.

The employee shall receive their regular rate of pay for the regular work hours during which the employee is absent from work.

The number of certified disaster service volunteer state employees and institution employees shall not be greater than 100 at any one time.

Within 60 days of the request, the American Red Cross will prepare a report to submit to the Department of Finance and Administration stating the reasons and needs for the request.

With regard to the Employee Request for Leave form, these two types of leave shall be specified in the leave category and codes as follows:

1. State employees receiving emergency paid leave will be categorized in the 'Other' column on the leave form and coded as PROL;
2. State employees receiving disaster service volunteer leave will be categorized in the 'Other' column on the leave form and coded as DSTR.

Emergency and Rescue Services

A state employee who is a member of the following is entitled to fifteen (15) working days of paid leave in a calendar year to participate in a training program or in emergency and rescue services:

1. The United States Air Force Auxiliary Civil Air Patrol or the United States Coast Guard Auxiliary. The leave must be at the request of the employee's wing commander, the wing commander's designated representative, or District 15 Captain; or
2. The National Disaster Medical System, a Disaster Mortuary Operational Response Team, or a Disaster Medical Assistance Team, of the Office of Emergency

Management of the Office of the Assistant Secretary of Preparedness and Response of the United States Department of Health and Human Services. The absence must be in response to a United State Department of Health and Human Services National Disaster Team Alert Order.

406 FAMILY MEDICAL LEAVE

Family Medical Leave Act of 1993; 29 C.F.R. §825

The FMLA allows employees to balance their work and family life by taking unpaid leave for certain family and medical reasons. The FMLA seeks to accomplish these purposes in a manner that accommodates the legitimate interests of employers, and minimizes the potential for employment discrimination on the basis of gender, while promoting equal employment opportunity for men and women.

Definitions

Group Health Plan - A plan (including a self-insured plan) of, or contributed to by, an employer (including a self-employed person) or employee organization to provide health care (directly or otherwise) to employees, former employees, the employer, or others associated or formerly associated with the employer in a business relationship, or their families.

Health Care Provider - A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or any other person determined by the United States Department of Labor to be capable of providing health care services. Included in the second part of that definition are podiatrists, dentists, clinical psychologists, clinical social workers, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated to exist by x-ray), nurse practitioners and nurse-midwives and Christian Science Practitioners.

In Loco Parentis - Those with day-to-day responsibilities to care for or financially support a child. Employees who have no biological or legal relationship with a child may, nonetheless, stand in loco parentis to the child and be entitled to FMLA leave. Similarly, an employee may take leave to care for someone who, although having no legal or biological relationship to the employee when the employee was a child, stood in loco parentis to the employee when the employee was a child, even if they have no legal or biological relationship.

Parent - A biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."

Period of Incapacity - A period of time when an employee or family member is unable to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from.

Serious Health Condition - An illness, injury, impairment, or physical or mental condition that involves:

1. Inpatient care: Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice or residential medical care facility.
2. Continuing treatment by a health care provider: Any period of incapacity of more than three consecutive calendar days, that also involves continuing treatment as follows:
 - a. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or
 - b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under supervision of a health care provider. A regimen of continuing treatment includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. It does not include the taking of over-the-counter medications or other similar activities that can be initiated without a visit to a health care provider.
3. Any period of incapacity due to pregnancy, or for prenatal care.
4. Treatment for a chronic health condition: 1) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider, 2) continues over an extended period of time (including recurring episodes of a single underlying condition), and 3) may cause episodic rather than a continuing period of incapacity (asthma, diabetes, epilepsy, etc...).
5. A period of incapacity: Permanent or long-term incapacity due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include: Alzheimer's', severe stroke or the terminal stages of a disease.
6. Multiple treatments for non-chronic conditions: Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition such as cancer, severe arthritis, or kidney disease that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment. FMLA only allows leave for substance abuse in order to undergo treatment by a health care provider and specifically excludes employee absence because of the use of the substance. Stress qualifies as a serious health condition only if it rises to the level of a mental illness or results in a physical illness.

Son or Daughter - A biological, adopted, foster child, stepchild, legal ward or a child of a person standing in loco parentis who is:

1. Under eighteen (18) years of age; or
2. Eighteen (18) years of age or older and incapable of self-care because of mental or physical disability at the time the FMLA leave is to commence.

Spouse - Determined by applicable state law and U.S. Supreme Court decisions.

Treatment - For purposes of FMLA, includes examinations to determine if a serious health condition exists and evaluations of the condition, but does not include routine physical examinations, eye examinations, or dental examinations.

Eligibility

To be eligible for leave under this policy an employee must have been employed by the university for at least twelve (12) months and must have worked at least 1,250 hours during the twelve month period preceding the commencement of the leave.

Spouses who are both employed by the state are entitled to a total of twelve weeks of leave (rather than twelve weeks each) for the birth or adoption of a child or for care of a sick parent. However, each spouse would be entitled to twelve (12) weeks for their own serious health condition or the care of a child or spouse. Each employee is entitled to FMLA for the care of his/ her parent only. Nevertheless, the marital couple is limited to a combined 12 weeks for this purpose regardless of which parent or the number of parents involved.

Leave Entitlement

The Family and Medical Leave of 1993 (FMLA), entitles "eligible" employees to a total of twelve (12) workweeks of leave during any 12-month period for one of the following reasons:

1. The birth of a son or daughter, and to care for the newborn child;
2. The placement with the employee of a son or daughter for adoption or foster care;
3. The care of the employee's spouse, son or daughter, or parent with a serious health condition; and,
4. A serious health condition that makes the employee unable to perform the functions of the job.

The 12-month period used by the state for determining eligibility is the calendar year. In the case of birth or adoption, eligibility for FMLA leave shall expire at the end of the 12-month period beginning on the date of a child's birth or placement. However, leave used for this purpose shall also be calculated on a calendar year basis.

The National Defense Authorization Act of 2008 amended the Family Medical Leave Act to provide eligible employees leave rights related to military service. The new leave entitlements are:

1. Qualifying Exigency Leave - Eligible employees are entitled to up to 12 weeks of leave in a calendar year because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. The qualifying exigency's for which employees can use FMLA leave are:
 - a) Short-notice deployment
 - b) Military events and related activities
 - c) Childcare and school activities
 - d) Financial and legal arrangements
 - e) Counseling

- f) Rest and recuperation
 - g) Post-deployment activities
 - h) Additional activities not encompassed in the other categories, but agreed to by the employer and employee
2. Military Caregiver Leave - Eligible employees who are the spouse, parent, child, or next of kin of a service member who incurred a serious injury or illness on active duty in the Armed Forces may take up to 26 weeks of leave in a calendar year to care for the injured service member. Military Caregiver Leave is used in combination with regular FMLA leave.

Designation of Family and Medical Leave

Employee Notice

The employee's notice to the employer may be verbal or written. The first time the employee requests leave, the employee is not required to specifically mention the FMLA. However, the employee is required to provide enough information for the employer to know that the leave may be covered by the FMLA, and when and how much leave the employee anticipates needing to take.

If possible, the employee shall provide the employer with a completed Certification of Physician or Practitioner form 30 days prior to the date leave begins and make efforts to schedule leave so as not to disrupt agency/institution operations when the necessity for leave is foreseeable such as for the birth or adoption of a child, or planned medical treatment. If circumstances require that leave begin in less than 30 days, the employee shall provide such notice as is practical. In cases of illness, the employee will be required to report periodically on his or her status and intention to return to work.

Employer Notice

If the university has knowledge that an employee's requested leave period is covered by FMLA, it is the responsibility of the university to notify the employee that they have been placed on FMLA leave. The university must determine whether leave will be counted within **5 business days** of the time the employee gives notice of the need for leave, or if the university does not initially have sufficient information to make a determination, at the point this information become available.

Each time the university is required to provide the eligibility notice, it will also provide the employee with a rights and responsibilities notice, notifying the employee of his or her obligations concerning the use of FMLA leave and the consequences of failing to meet those obligations.

If the university learns that the leave is for an FMLA purpose after leave has begun or within two days of the employee's return to work, the entire or some portion of the leave period may be retroactively counted as FMLA. An employee desiring to have a leave period designated as FMLA and obtain FMLA protections for the absence must notify the Office of Human Resources within two business days of returning to work.

Substitution of Paid Leave

FMLA leave is without pay. However, if an eligible employee has accrued, unused leave, the employee must substitute, such paid leave, including any paid shared leave and catastrophic leave benefits, for any FMLA leave taken during the 12-week period, with the exception that an employee taking maternity leave is not required to substitute accrued, unused leave while on FMLA leave. Paid leave to handle personal and family medical needs is currently available under existing sick, annual, shared, and catastrophic leave policies.

Intermittent/Reduced Leave Schedule

FMLA may be taken “intermittently or on a reduced leave schedule” under certain circumstances.

1. So long as it does not result in a reduction in the total amount of leave to which the employee is entitled. Only the amount of leave taken may be counted toward the 12 weeks of leave to which an employee is entitled. For example, if an employee who normally works five days a week takes one day, the employee would use 1/5 of a week of FMLA Leave.
2. When medically necessary. If an employee requests intermittent leave that is foreseeable based on planned medical treatment, the university may require such employee to transfer temporarily to an available alternative position with equivalent pay and benefits but which better accommodates recurring periods of leave.
3. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the employer agrees. Such a schedule reduction might occur where an employee, with the university’s agreement, works part-time after the birth of a child, or takes leave in several segments. The university’s agreement is not required for leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.
4. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work.
5. An employee may request leave before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. For example, the employee may be required to attend counseling sessions, appear in court, consult with his or her attorney or doctor(s) representing the birth parent, or submit to a physical examination.
6. An employee may request intermittent or reduced leave schedule to care for a family member in situations where the family member’s condition itself is intermittent or where the employee may be needed to share care responsibilities with another party or to make arrangements for changes in care, such as transfer to a nursing home.
7. For a serious health condition which requires treatment by a health care provider periodically, rather than for one continuous period of time.
8. For absences where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health

condition even if he/she does not receive treatment by a health care provider.

Certification

A request for leave for an employee's own serious health condition or to care for seriously ill child, spouse or parent must be supported by a certificate issued by a health care provider. The certificate must contain the following information:

1. The date on which the serious health condition commenced.
2. The probable duration of the condition.
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition.
4. If the leave is to care for a family member, the certificate must contain a statement that the eligible employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time required.
5. If the leave is due to the employee's illness, a statement that the employee is unable to perform the functions of the position must be included.

The university must allow the employee at least **15 calendar days** to obtain the medical certification.

Confidentiality

Medical information as a result of the serious health condition is considered confidential. If an employee submits a complete certification signed by a health care provider, the employee's supervisor may not request additional information from the employee's health care provider. However, a human resources professional, a leave administrator, another health care provider, or a management official may contact the employee's health care provider for purposes of clarification and authenticity of the medical certificate.

Second Medical Certification

If there is reason to doubt the validity of a medical certification, the university may require a second opinion from a health care provider designated or approved by the university so long as that provider is not employed by the state on a regular basis.

Third Medical Certification

If that opinion differs, the opinion of a third health care provider jointly approved by the university and employee may be solicited. That opinion shall be final and binding. The opinions of both the second and third health care providers shall be obtained at the university's expense.

The university and the employee must each act in good faith to attempt to reach agreement on whom to select for the third health care provider. If the university does not attempt in "good faith" to reach agreement, the university will be bound by the first certification. If the employee does not attempt in "good faith" to reach agreement, the employee will be bound by the second certification.

Recertification

The university may request the employee to provide a recertification no more often than every 30 days and only in connection with an absence by the employee. If a certification indicates that the minimum duration of the serious health condition is more than 30 days, the university must generally wait until that minimum duration expires before requesting recertification. However, in all cases, including cases where the condition is of an indefinite duration, the university may request a recertification for absences every six months.

The university may request a recertification in less than 30 days only if:

1. The employee requests an extension of leave,
2. The circumstances described by the previous certification have changed significantly, or
3. The employer receives information that causes it to doubt the employee's stated reason for the absence or the continuing validity of the existing medical certification.

Employment and Benefits Protections

Health Benefits

The university shall maintain benefits coverage for the employee under its group health plan at the same level and under the conditions coverage would have been provided if the employee had continued in employment. The university shall continue to pay the "employer matching" portion of the health insurance premium and the employee will pay the employee's portion if such was the arrangement prior to leave. If the university paid the full premium it must continue to do so.

The same group health plan benefits provided to the employee prior to taking FMLA leave must be maintained during the FMLA leave. Therefore, if family member coverage is provided to an employee, family member coverage must be maintained during the FMLA leave. Similarly, benefit coverage during FMLA leave for medical care, surgical care, hospital care, dental care, eye care, mental health counseling, substance abuse treatment, etc. must be maintained during leave if provided in the university's group health plan, including a supplement to a group health plan whether or not provided through a flexible spending account or other component of a cafeteria plan.

An employee may choose not to retain health coverage during leave. However, when the employee returns from leave, the employee is entitled to be reinstated on the same terms as prior to taking the leave, without any qualifying period, physical examination, exclusion of preexisting conditions, etc.

The university's obligation to maintain health benefits under FMLA stops if and when an employee informs the university of an intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted. The university's obligation also stops if an employee's premium payment is more than 30 days late. Written notice to the employee that the payment has not been received must be mailed at least 15 days before coverage is to cease.

The university may recover any payments made by the university to cover the employee's share of the premium once the employee returns to work. The university may recover its share of health plan premiums paid during unpaid FMLA if the employee fails to return to work unless the failure to return to work is due to a serious health condition or other circumstances beyond an employee's control. If the university has maintained other benefits such as life or disability insurance in order to meet its responsibilities to provide equivalent benefits to the employee upon return from FMLA leave, the university is entitled to recover the costs incurred for paying

the premium whether or not the employee returns to work.

Job Restoration

Upon return from FML an employee shall be entitled to be restored to (a) the position formerly occupied or (b) a position with equivalent employment benefits, pay and other terms and conditions of employment.

Apart from the paid leave actually used during the FML period, the taking of leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. However, no seniority or employment benefits shall be accrued during the period of leave. The employee is not entitled to any right, benefit, or position of employment other than any right, benefit or position to which the employee would have been entitled had the employee not taken leave.

407 HOLIDAY LEAVE

A.C.A. §§1-5-101 through 104; 21-4-210

Arkansas State Government observes the following holidays:

New Years Day	January 1
Dr. Martin Luther King, Jr. Birthday	The third Monday in January
George Washington’s Birthday and Daisy Gatson Bates Day	Transferred to Holiday Break
Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Veterans Day	Transferred to Holiday Break
Thanksgiving Day	The fourth Thursday in November
Friday after Thanksgiving (By Governor’s declaration only)	The fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
An employee’s birthday	An employee is granted one holiday to observe his/her birthday

The university will be closed on the above legal holidays with the exception of the Employee’s Birthday. Also, George Washington’s Birthday/Daisy Gaston Bates Day, and Veterans Day are taken during the Christmas holiday break period. However, these closings do not apply to employees who are essential to the preservation and protection of the public peace, health and safety.

The university may require employees to work on a legal holiday. An employee who is required to work on a legal holiday shall be entitled to equivalent time off on another date.

The Governor may issue an Executive Proclamation and proclaim additional days as holidays in observance of special events or for other reasons.

Eligibility for Holiday Pay

1. All "regular salaried" and "extra help" employees are eligible to receive holiday pay if they are in pay status on at least fifteen (15) minutes on their last scheduled work day before the holiday and at least fifteen (15) minutes on the first scheduled work day after the holiday.
2. An employee on leave of absence without pay is not in pay status and is not eligible to receive holiday pay.
3. An employee with 10 or more days of leave without pay in a calendar month is not eligible for holiday pay, even if the employee is in a pay status fifteen (15) minutes the day before and fifteen (15) minutes the day after the holiday.
4. When a holiday occurs while an employee is on annual or sick leave, that day will be considered a holiday and will not be charged against the employee's annual or sick leave.
5. Employees must work on holidays when the needs of the university require it. This need will be determined by the President or the President's designee.
6. Days off in lieu of holidays worked may be taken at a time approved by the employee's supervisor. (Such time off is to be taken as soon as is practical.)
7. Employees who work a flex schedule earn holiday hours at the same rate as the number of hours the employee was scheduled to work on the holiday.
8. Employees who work less than full-time may take the holiday at a rate proportionately equal to their time worked. For example, if an employee works half-time, a holiday would be granted equivalent to four (4) hours.
9. Holidays which occur on a Saturday will be observed on the preceding Friday. Holidays which occur on a Sunday will be observed on the following Monday.
10. The minimum holiday leave amount an employee can use is fifteen (15) minutes. No smaller amount shall be authorized or used.

408 INCLEMENT WEATHER

All employees are expected to report to work in the event of severe weather on a work day unless the University is officially closed by the Administration. If the campus is open, office work, physical plant operations, etc., are expected to continue. If the inclement weather policy is announced after 5 p.m. of the preceding work day, employees arriving by 10 a.m. the following day will be given credit for a full day's attendance. Employees arriving after 10 a.m. will be charged the full amount of time involved in the tardiness. Employees not coming to work at all will be charged a full days absence. In the event of an announced early closure due to inclement weather, employees are expected to complete critical tasks. Employees absent on

early closure days will still be required to record their full day absence as leave time.

Employees specifically identified as critical personnel may be required to report to work regardless of weather conditions. Critical personnel will be allowed excused time off to be used at a later date for time worked while campus is officially closed. All excused leave must be used within the pay period of the inclement weather. If the inclement weather event occurs on the last day of the pay period the excused time must be used in the following pay period. Excused time is only allowed for predetermined employees deemed critical personnel. Non-critical personnel may not voluntarily come to work while campus is closed and claim excused time off.

409 LONG TERM LEAVE OF ABSENCE WITHOUT PAY

A.C.A. §21-4-210

Leave of absence without pay (LWOP) is the least desirable employment status and should be requested by employees only in rare circumstances. An employee on unapproved LWOP may be subject to disciplinary action, up to and including termination.

Employees may not take leave without pay (LWOP) as authorized in Arkansas Law until all their leave has been exhausted, except in the following circumstances:

1. Maternity leave;
2. Inclement weather as designated by state policy;
3. Active duty military leave;
4. Budget reductions as determined by the University President;
5. University disciplinary actions according to the University's written policies.

The University President may grant continuous leave without pay. Any such period shall not exceed six (6) continuous months. Each request for leave without pay (LWOP) is to be considered on a case-by-case basis. At the expiration of a six (6) month period of LWOP, additional extensions up to six (6) months may be requested by the employee if updated justification with appropriate documentation is provided.

Approval or disapproval of requests for leave without pay as an accommodation should be determined based upon impact on the university's operation and mission and whether approval would create an undue hardship on the university.

"Undue hardship" is defined as "an action requiring significant difficulty or expense" when considered in relationship to a number of factors. These factors may include, but not limited to, the nature of the position occupied by the employee and cost of the request in relation to the size, resources, nature and structure of the university's operation and mission. Whether or not an accommodation request would create an undue hardship focuses on the resources and circumstances of the university in relationship to the cost or difficulty of providing a specific leave request. Undue hardship refers not only to financial difficulty, but also to requests that are unduly extensive, substantial, or disruptive, or those that would fundamentally alter the nature

of operation of the university.

410 ORGAN DONATION LEAVE

A.C.A. §21-4-215

All university employees (as defined below) are entitled to leave with pay for up to thirty (30) days per calendar year in order to serve as a human organ donor. In addition, all employees (as defined below) are entitled to leave with pay for up to seven (7) days per calendar year to serve as a bone marrow donor.

Definitions

Bone marrow donor: a person from whose body bone marrow is taken to be transferred to the body of another person.

Organ: a human organ that is capable of being transferred from the body of a person to the body of another person, including eyes.

Organ donor: a person from whose body an organ is taken to be transferred to the body of another person.

Specific Provisions

Employee: a full-time employee of the university.

In order to qualify for organ donor or bone marrow donor leave, employees must request the leave in writing and provide the university with written verification by the physician performing the transplant that the employee will serve as a human organ or bone marrow donor. Following the transplantation, the employee shall provide the university with written verification by the same physician that the employee did serve as a human organ or bone marrow donor.

A university employee may use this leave without loss or reduction in pay, leave, or credit for time of service.

411 CHILD EDUCATIONAL LEAVE

A.C.A. §21-4-216; §6-15-509

Purpose

All employees (as defined below) shall be entitled to eight (8) total hours of leave, regardless of the number of children, during any one (1) calendar year for the purpose of engaging in and traveling to and from the educational activities or interscholastic activities of a child.

Definitions

Child: A person enrolled in prekindergarten through grade 12, including a home-schooled student, who is of the following relation to an employee:

1. Natural child
2. Adopted child
3. Stepchild
4. Foster child
5. Grandchild
6. Ward of the employee by virtue of the employee's having been appointed the person's legal guardian or custodian
7. Any other legal capacity where the employee is acting as a parent for the child.

Child includes a person who meets the criteria above but is over eighteen (18) years of age and:

1. Has a developmental disability; or
2. Is declared legally incompetent.

Developmental Disability: A disability of a person that:

- (A)(1) Is attributable to mental retardation, cerebral palsy, spina bifida, Down syndrome, epilepsy, or autism; (2) Is attributable to any other condition of a person found to be closely related to mental retardation because the condition results in an impairment of general intellectual functioning or adaptive behavior similar to that of a person with mental retardation or requires treatment and services similar to that required for a person with mental retardation; or (3) Is attributable to dyslexia resulting from a disability described in (A)(1) or (A)(2);
- (B) Originates before the person attains the age of twenty-two (22) years;
- (C) Has continued or can be expected to continue indefinitely; and
- (D) Constitutes a substantial handicap to the person's ability to function without appropriate support services, including, but not limited to, planned recreational activities, medical services such as physical therapy and speech therapy, and possibilities for sheltered employment or job training.

Educational Activity: Any school-sponsored activity including without limitations:

1. Attending a parent-teacher conference;
2. Participating in school-sponsored tutoring of the child;
3. Participating in a volunteer program sponsored by the school in which the child is enrolled;
4. Attending a field trip with the child;
5. Attending a school-sponsored program or ceremony in which the child is participating;
6. Attending a graduation or homecoming ceremony in which the child is participating;
7. Attending an awards or scholarship presentation in which the child is participating;
8. Attending a parents' or grandparents' breakfast in which the child is participating;
9. Attending a classroom party in which the child is participating;
10. Attending a school committee meeting of the school in which the child is enrolled;
11. Attending an academic competition in which the child is participating;
12. Attending an athletic, music, or theater program in which the child is enrolled; and

13. Engaging in any of the activities listed above that are connected with a prekindergarten program.

Home-schooled student: A student legally enrolled in an Arkansas home school.

Interscholastic activity: An activity between schools subject to regulations of the Arkansas Activities Association that is outside the regular curriculum of a school district, including without limitation an athletic activity, a fine arts program, or a special interest club or group; and taught by an individual with a minimum of a high school diploma.

Prekindergarten: means an educational and child development program that is designed to prepare children who are at least three (3) years of age for an academic kindergarten program.

Resident school: The school to which the student would be assigned by the resident school district in which the home-schooled student's parent resides.

Employee: A full time employee of the university.

Specific Provisions

A home-schooled student shall not participate in interscholastic activities at a public school other than the student's resident school.

Children's Educational Activities Leave that is unused may not be carried over to the next year. Children's Educational Activities Leave is not compensable to the employee at the time of retirement.

412 MATERNITY LEAVE

A.C.A. §21-4-209

Maternity leave is treated as any other leave for sickness or disability; however, the employee may elect to take unpaid leave of absence without pay without exhausting accumulated annual and sick leave.

An employee may request catastrophic leave to receive paid maternity leave.

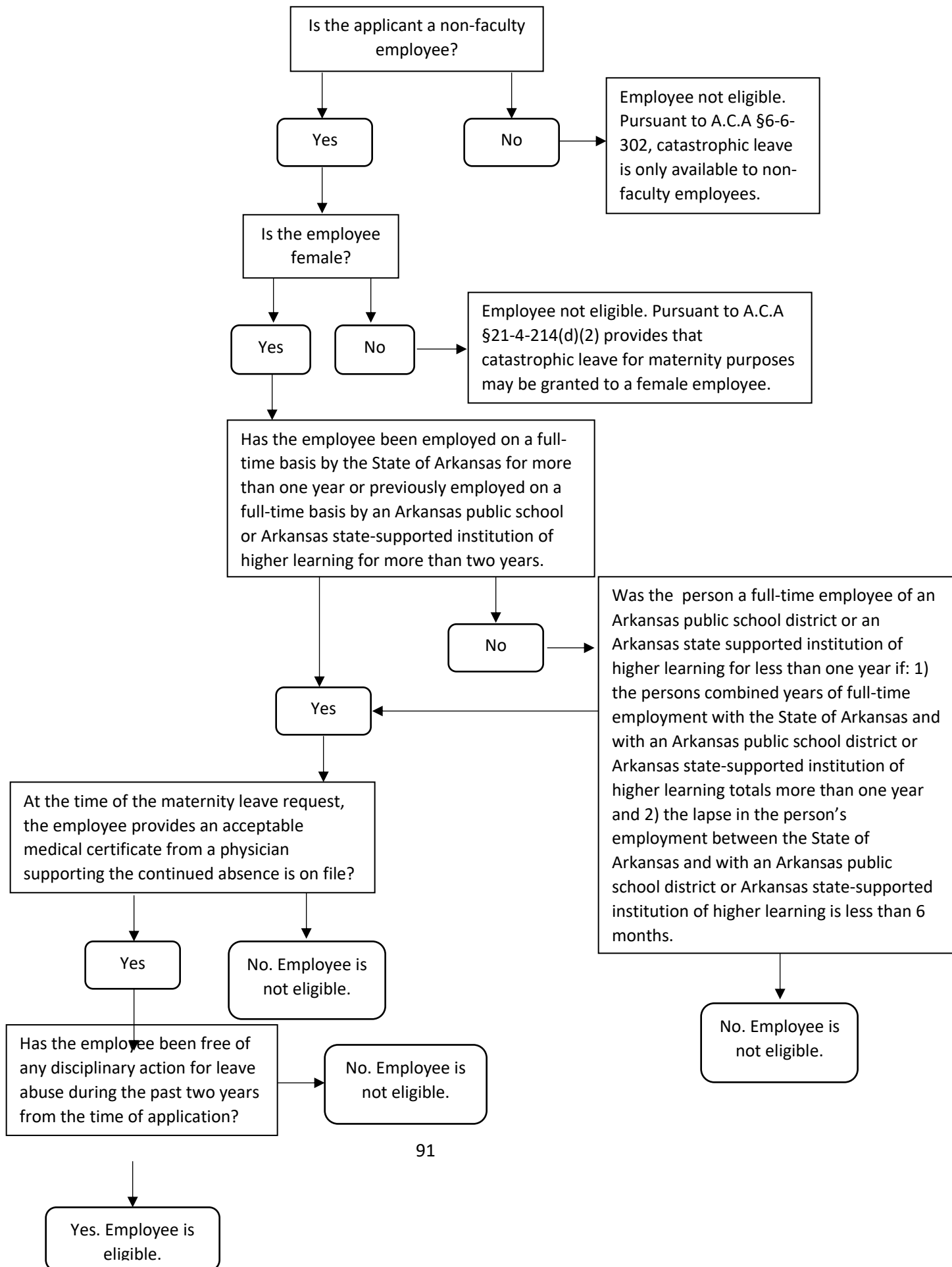
If an employee is eligible for both catastrophic leave for maternity purposes and family medical leave for maternity purposes, the two shall run concurrently.

Pursuant to Act 182 of 2017, catastrophic leave under A.C.A. §21-4-214 may be used by eligible employees for maternity leave under certain circumstances. Generally, the provisions are as follows:

1. Up to four consecutive weeks of catastrophic leave with full pay may be granted to an employee for maternity purposes.

2. An employee shall be eligible for catastrophic leave for maternity purposes only within the first twelve weeks after the birth or adoption of a child.
3. After the expiration of the four weeks of catastrophic leave for maternity purposes, the employee's maternity leave shall be treated as any other leave for sickness or disability.
4. Maternity leave shall be treated as any other leave for sickness or disability. Accumulated sick leave and annual leave, if requested by the employee, shall be granted for maternity use, after which leave without pay may be used.
5. Catastrophic leave for maternity purposes shall run concurrently with any leave under the Family Medical Leave Act of 1993, 29 U.S.C. 2601.
6. Catastrophic leave for maternity purposes may be granted to a female employee after: (a) the birth of the employee's biological child; or (b) the placement of an adoptive child in the home of the employee.
7. An employee on catastrophic leave for maternity purposes is not required to exhaust sick or annual leave before being granted catastrophic leave for maternity purposes.
8. Employees on catastrophic leave for maternity purposes do not accrue sick or annual leave while on catastrophic leave for maternity purposes.
9. **For specific guidance on whether an employee is eligible for participation in the catastrophic leave for maternity program, see the flowchart located at www.atu.edu/ucounsel.**

Catastrophic Leave for Maternity Purposes Flowchart



413 MILITARY LEAVE

A.C.A. §21-4-102; §21-4-105; §21-4-212; §21-4-302; §§21-4-311 and 312; and §21-5-1202

Military leave may only be used by active members of the US Armed Forces which include: United States Marine Corp, United States Army, United States Navy, United States Air Force, Arkansas National Guard, and all reserve branches of the armed forces.

There are five types of military leave available to state employees:

1. Called to regular active duty;
2. Annual training, including drill;
3. Called to duty in emergency situations;
4. Called to duty for specialized training; and
5. Treatment for a service-connected disability.

1. Regular Active Duty

A regular, full-time employee who is drafted or called to active duty in the Armed Forces of the United States or who volunteers for military service, shall be placed on extended military leave without pay.

All unused sick leave at the time of military leave will be reinstated at the time the employee returns. All accrued, unused annual leave at the time of military leave will be reinstated at the time the employee returns to state employment unless the employee requested and received a lump-sum payment for the accrued, unused annual leave when placed on the extended military leave.

Employees performing active military service for fewer than thirty-one (31) days must report for reemployment on the first regularly scheduled workday within eight (8) hours after discharge from military service. Those serving more than thirty (30) days but less than one hundred and eighty-one (181) days must report within fourteen (14) days after discharge. Those serving more than one hundred and eighty (180) days must report for reemployment within ninety (90) days after discharge from military service.

The employee will be reinstated to the position vacated or an equivalent position for which he or she is qualified in the same agency or its successor in interest. The employee shall not lose any seniority rights or any of the other benefits and privileges of employment.

Former employees returning to State service after military service, but who extended their enlistment or re-enlisted for additional military service beyond the initial period for more than a period of 4 years will lose all re-instatement rights and will be considered a rehire. Military service time may be extended beyond the 5 year period for reasons stated in 38 US Code Section 4312(c).

2. Annual Training

Employees participating in military training programs made available National Guard or any of the reserve branches or the US Public Health Service training program shall be entitled to a leave of absence for a period of 15 days plus necessary travel time for annual training requirements, including drill requirements, or other duties performed in an official duty status in any one calendar year. To the extent this leave is not used in a calendar year, it will accumulate for use in the succeeding calendar year until it totals 15 days at the beginning of the calendar year. An employee who requests military leave shall furnish a copy of his or her orders for his or her personnel file.

Whenever an employee of a political subdivision is granted military leave for a period of 15 days per calendar year or fiscal year, the military leave will accumulate for use in succeeding calendar years or fiscal years until it totals 15 days at the beginning of the calendar year or fiscal year, for a maximum number of military leave days available in any one calendar year or fiscal year to be 30 days.

The period of military service shall, for purposes of computations to determine whether such person may be entitled to retirement benefits, be deemed continuous service and the employee shall not be required to make contributions to any retirement fund. The state agency or political subdivision shall continue to contribute its portion of any life or disability insurance premiums during the leave of absence on behalf of the employee, if requested, so that continuous coverage may be maintained.

When an employee is granted a leave of absence under this, he or she shall be entitled to his or her regular salary during the time he or she is away from his or her duties during such leave of absence. This leave of absence shall be in addition to the regular annual leave accrued by the employee. During a leave of absence, the employee shall be entitled to preserve all seniority rights, efficiency or performance ratings, promotional status, retirement privileges, life and disability insurance benefits, and any other rights, privileges, and benefits to which they may become entitled.

3. Emergency Situation

Regular, full-time state agency employees who are called to active duty in emergency situations (and in situations covered by 10 United States Code §12304) as declared by the Governor or President shall be granted leave with pay not to exceed 30 working days. Periods beyond the 30 day limit may be charged as annual leave at the employee's option and, if necessary, as leave without pay.

Emergency situations means any case of invasion, disaster, insurrection, riot, breach of peace, or imminent danger; threats to the public health or security; or threats to the maintenance of law and order.

The reinstated employee will not lose any seniority rights with respect to leave accrual rates, salary increases, Reduction in Force policies, or other benefits and privileges of employment.

The period of military service, for purposes of computations to determine whether such persons may be entitled to retirement benefits, should be deemed continuous service and the employee shall not be required to make any contributions to any state supported retirement fund. To receive service credit for retirement purposes, a copy of the employee's DD214 must be submitted to the appropriate retirement system. The retirement system will notify the appropriate agency to remit the employer's contributions to update the employee's account.

To be eligible for emergency active military duty paid leave, the employee must be actively employed by the state and submit a copy of military orders for each emergency deployment. Military leave for emergency active duty situations is granted in addition to annual military leave for training purposes and annual leave.

4. Specialized Training

An employee who volunteers or is ordered to duty for the purpose of special training is placed on leave without pay for the period of training unless the employee elects to use accrued annual leave. This training is considered sporadic and separate from the required annual training. This leave without pay is given in addition to the paid leave for annual military training.

The employee retains eligibility rights including accumulated annual leave (unless the above option has been exercised) and any sick leave not used at the time the employee begins the training. The employee does not accumulate annual or sick leave during a leave without pay period, and the annual leave accrual rate will be calculated as though there had been no period of absence.

5. Service-Connected Disability

All state agency employees who have been rated by the United States Department of Veterans Affairs or its predecessor to have incurred a military service-connected disability and have been scheduled to be reexamined or treated for the disability shall be entitled to a leave of absence with pay.

The employee shall be entitled to his or her regular salary during the time the employee is away from his or her duties during the leave of absence. The leave with pay may not exceed 6 days for the purpose specified in this law during any one calendar year. The leave of absence shall be in addition to the regular annual leave and sick leave allowed to the employee. During the leave of absence allowed under this law, the employee shall be entitled to preserve:

1. All seniority rights, efficiency or performance ratings, promotional status, retirement privileges, and life and disability insurance benefits; and
2. Any other rights, privileges, and benefits to which he/she has become entitled.

For computation purposes to determine whether the employee may be entitled to retirement benefits, the period of the leave of absence shall be deemed continuous service. The state agency shall continue to contribute its portion of any life or disability insurance premiums during the leave of absences on behalf of the employee, if requested, so that continuous

coverage may be maintained.

Military Leave – Vacancy and Compensation

Any person appointed to fill the office or perform the duties of an employee on a military leave of absence who dies, resigns, or in any manner or for any cause vacates the office or position to which he or she was appointed, the Governor, or person whose duty it would be to fill the office or position if a vacancy should occur, shall select and appoint a capable and competent person to perform the duties of the office or position until the term of office or employment expires or until the official or employee appears for the purpose of resuming the office or position. The appointment shall expire upon the expiration of the term of the office or employment of the employee for the purpose of the resumption of his or her duties. The deputies or other persons appointed to fill the office or position of the official or employee during a leave of absence under the provisions of this subchapter shall receive the same compensation and shall be paid in the same manner as the official or employee whose duties he or she assumes. During the time any official or employee is absent from his or her office or position on a leave of absence granted under the provisions of this subchapter, he or she shall not be entitled to compensation.

414 FUNERAL LEAVE

Requests for leave to attend funeral services for an immediate/step family member are made under Sick Leave. Requests for leave to attend funeral services for someone who is not an immediate/step family member will be made under Annual Leave or Leave-Without-Pay.

Immediate/step family members are defined in the chart below.

Funeral Leave	
Definition of Immediate and/or Step Family Members	
Brother	Husband
Child	In-Laws
Father	Mother
Grandchildren	Sister
Grandparents and Great Grandparents	Wife
Any individual acting as a parent or legal guardian of an employee	

For immediate and/or step family members an employee may take up to five (5) days of Sick Leave to attend funeral services. If additional time off is required due to family responsibilities, an employee may use Annual Leave or apply for Leave-Without-Pay.

415 BEREAVEMENT LEAVE

For immediate and/or step family members an employee may take up to ten (10) days of Sick Leave for bereavement leave. If additional time off is required due to family responsibilities, an employee may use Annual Leave or apply for Leave-Without-Pay.

416 SICK LEAVE

A.C.A. §§21-4-206 through 208; §21-4-501

State employees who work in a regular salary position accrue paid sick leave at the rate of 1 day (8 hours) for each completed month of service. Sick leave with pay is allowed to permanent, probationary, provisional, and temporary employees who are working ½ time or more on a pro-rata basis for each complete month of service. Emergency, hourly, intermittent, extra help, and per diem employees do not accrue sick leave.

Sick leave can only be used for the following purposes:

1. When the employee is unable to work because of sickness, injury or for medical, dental or optical treatment,.
2. Death or serious illness of employee's immediate family member. Immediate family is defined as the father, mother, sister, brother, spouse, child, step-child, grandparents, great grandparents, grandchild, in-laws or any individual acting as a parent or guardian of an individual.

Sick leave accrued during a calendar month is not considered to be earned by an active employee until the last working day of the month, and the leave must be earned before it can be used. For accrual purposes only, employees will accrue half their monthly accrual of sick leave if employed on the first (1st) working day of the month and are in active status on the payroll through the 15th of that month. Employees will accrue half their monthly accrual if employed on the 16th of the month and are in active status on the payroll through the last working day of that month. (If the 16th falls on a weekend or holiday, accrual begins on the first (1st) working day thereafter.) Employees will not borrow from anticipated future accruals.

Sick leave is approved on the basis of work days, not calendar days. Non-work days, such as holidays and weekends, are not charged as sick leave. The minimum sick leave amount an employee can use is 15 minutes. Absences due to sick leave, except in the case of maternity leave, shall be charged in the following order: (1) earned sick leave; (2) earned annual leave; (3) catastrophic leave; and (4) leave without pay. If an employee does not qualify for catastrophic leave, the employee may request leave without pay.

Employees who are on sick leave for five (5) or more consecutive days must furnish a certificate of illness from an attending physician. An agency or institution which has a written procedure to identify patterns of sick leave usage may require an employee to furnish a certificate from an attending physician for any use of sick leave. A certificate from a Christian Science practitioner listed in the Christian Science Journal may be submitted in lieu of a physician's certificate.

Employees continue to earn sick leave at the normal accrual rate when they are on sick leave or annual leave, but an employee may not earn sick leave when in a leave without pay status for 10 or more cumulative days within a calendar month.

No employee can carry over to the next calendar year more than 120 days, or 960 hours, of accumulated sick leave. Accrued leave may exceed 960 hours during the calendar year, but those days in excess of 120 days hours will be forfeited if not used by December 31st of each year. Employees who have a balance of over 120 days at the end of the calendar year may donate their time over 120 days to the catastrophic leave bank.

Leave Transfer and Payout

Employees transferring without a break in service between state agencies that are covered by this policy will retain all accumulated sick leave.

If an employee is terminated due to a reduction in force, the employee will have all accrued sick leave restored if the employee returns to state employment within 6 months of termination.

Employees are not entitled to payment for accrued and unused sick leave when they terminate their employment; however, they may be eligible for a payment when they retire or die.

417 TRANSFER OF LEAVE

A.C.A. §§21-4-204 through 207

Employees transferring between state agencies without a break in service retain their annual and sick leave benefits upon transferring to their new state agency.

If an employee separates from a state agency or institution of higher education and is paid for their annual leave upon separation, the employee is not allowed to return to state employment until he or she has exhausted the number of days for which they were paid annual leave. If the employee has been separated from state government for 30 working days or less, they have the option of purchasing their unexpired leave balance from the hiring state entity.

If an employee receives compensation for unused sick leave at retirement and returns to state employment, the employee is not required to wait until the expiration of the number of days for which he or she received additional compensation before returning to state employment or to repay the amount of the compensation.

When an employee is laid off because of budgetary reasons or curtailment of activities and he or she is reinstated within a period of six (6) months, accumulated sick leave may be restored to his or her credit.

When an officer or employee of a state office or agency excluded from the provisions of the Uniform Attendance and Leave Act leaves employment of the excluded office or agency and becomes employed by an agency or institution which is subject to the Uniform Attendance and Leave Act, the period of employment with the excluded office or agency shall be included as state employee service for the purpose of determining the rate at which the employee earns

paid annual leave.

Upon return to state employment, the hiring state entity shall request a Proof of Prior Service from each agency or institution of higher education where the employee has previously worked. The employee's rate of annual leave accrual shall be determined by considering all past state employment.

500 TERMINATION OF EMPLOYMENT

501 Termination, Suspension & Dismissal Procedures

502 Grievance Procedure

501 TERMINATION, SUSPENSION & DISMISSAL PROCEDURES

- A. If an employee plans to terminate employment with the University, the University expects a two-week notice. The employee is expected to be physically present on their last day of employment. The following outlines the termination process:
1. All terminations must be reported immediately to the Office of Human Resources in writing by the employee.
 2. Before an employee's final paycheck will be issued the following should be completed:
 - a. Exit interview with the Office of Human Resources
 - b. Exit interview packet of termination materials completed and returned to the Office of Human Resources
 - c. Clearance from the Library, Media Services, Physical Plant, Public Safety, Student Accounts Office, and other offices as required.
 - d. Any questions concerning leave, conversion of insurance, or retirement will be addressed during this interview
 3. Once the Office of Human Resources receives written notification from an employee, a Notice of Termination will be sent to the Payroll Office.
 4. Any keys or University property the employee may have must be returned prior to the delivery of the final pay check.
 5. After clearance has been approved, and step 4 above has been complied with, the employee may pick up the final paycheck from the Payroll Office, or it can be directly deposited, unless otherwise arranged.
 6. Supervisors are cautioned that the policy on Termination and Grievances must be fully complied with.

7. Pursuant to A.C.A. §11-4-405, employees who have been discharged are to be paid all wages they are due by the next regular payday.
- B. Any employee may be dismissed from the University's employment with the same two- week notice; however, the following procedure is required:
1. The employee must receive a conference with the supervisor or department head at which time the unsatisfactory aspects of the work performance of the employee must be discussed and reported on appropriate Performance Evaluation Forms, followed immediately by a written memorandum from the supervisor to the employee outlining the points covered in the conference. A copy of this memorandum and Performance Evaluation must be on file in the department office and a copy submitted to the Office of Human Resources.
 2. After a reasonable trial period of not less than two weeks, the employee may be dismissed for continued unsatisfactory performance.
- C. Suspension due to dishonesty, insubordination, violation of the law, violation of the sexual harassment or sexual misconduct policy, or other conduct reflecting unfavorably upon the reputation of the University may be made without prior notice. Suspension may be made with or without pay depending upon the severity of the case and will be determined by the administration. This does not obviate the right of the employee to due process.
- D. Dismissal due to dishonesty, insubordination, violation of the law, or other conduct reflecting unfavorably upon the reputation of the University may be made without prior notice or termination pay. This does not obviate the right of the employee to due process.
- E. If an employee has a complaint, he/she should follow the Grievance Procedures as outlined in this handbook.
- F. An employee discharged by the University may, within one week after termination, follow the grievance procedure for a complaint concerning their discharge. A delay of more than two weeks will not be considered a reasonable time for this step.

502 GRIEVANCE PROCEDURE

Any employee having a grievance, complaint or question concerning a condition of his or her employment should pursue the grievance, complaint, or question within 14 days of the event calculated as of the date of contact with Human Resources causing the grievance, complaint or question, and take the steps as follows:

Informal Process

1. **STEP ONE.** Discuss the matter first with his/her supervisor. If the matter is not resolved, the employee should contact the Office of Human Resources to indicate you are

initiating an informal grievance and a representative from the Office of Human Resources will appoint someone to serve as a mediator to facilitate this discussion. It is the duty of the supervisor to make a thorough investigation and, if possible, to arrive at an answer or settlement which is mutually agreeable.

2. **STEP TWO.** If the matter is not resolved, the matter must then be presented verbally to the appropriate Vice President or Athletic Director by the employee with the immediate supervisor and a representative from the Office of Human Resources. If a mutually agreeable settlement is not reached within ten business days, the employee may then submit a formal complaint in writing to the Director of Human Resources and to the supervisor.

Exception: In the case of complaints based on alleged sexual harassment or alleged sexual misconduct involving the employee's immediate supervisor, the employee is not required to discuss the complaint at that level.

Formal Process

1. The Formal Grievance committee membership shall include:
 - A. The grievance committee shall consist of three members.
 - B. Two members of the grievance committee shall be selected by random draw from the then existing Staff Senate Grievance Committee Pool. A selected member who announces a conflict of interest to the Staff Senate President shall be excused and another member's name drawn. Both the grievant and respondent shall also be allowed, based upon an announced conflict of interest to the Staff Senate President, to have one member of the pool recuse.
 - C. The third person on the grievance committee shall be a chairperson selected from the campus community by the Chief of Staff.
 - D. The Director of Human Resources shall serve as a secretary and have no vote. The Affirmative Action Officer will serve as an advisor and have no vote.
2. The Grievance Committee shall hear the grievance as well as such witnesses as it deems necessary relative to the grievance. The formal hearing procedures are as follows:

Procedures for Formal Grievance Hearing

- A. Call to order by Chairperson with opening comments regarding the procedures for conducting the hearing.
 - i. The parties in the hearing will conduct themselves in a professional manner. Unruly behavior, inappropriate language or interruption of others will not be tolerated. The parties to the hearing shall not badger, harass, or intimidate witnesses. Further, once a witness has been asked a question by a party and the witness has answered it, the party shall not ask the question again. The chairperson will have responsibility for maintaining order throughout the hearing.
 - ii. Failure of the grievant to follow the procedures and requirements set forth herein may result in denial of the grievance.

- iii. Failure of the respondent to follow these requirements or other requirements set forth herein may result in disciplinary actions by the University.
 - iv. The relevant issues of the hearing will be identified by the chairperson, and the chairperson will have the right to caution parties if subjects considered irrelevant are introduced.
 - v. The chairperson will confirm that all parties have the official file of the hearing.
 - vi. An official transcript of the hearing will serve as the record of the hearing with a copy to be made available to both parties.
 - vii. A list of witnesses to be called by each party along with a summary of their expected testimony will be submitted to the chairperson and the opposing party at least two days prior to the hearing. Only witnesses relevant to the proceeding, as determined by a majority of the committee, may be called. Further, witnesses not listed may not be called. There is no subpoena power and the university will not force witnesses to attend. The hearing will be closed and witnesses will be excused after presenting testimony and responding to questions. Failure to comply with the requirements under this section will result in witnesses not be permitted to testify in this grievance process. Arkansas Tech University specifically prohibits retaliation by any employee against another employee as the result of participation by an employee in the university's grievance process. An employee who is found to have engaged in retaliation will be subject to discipline up to and including termination of employment.
 - viii. Documents to be introduced by each party will be submitted to the Chairperson and opposing party at least two days prior to the hearing. Only documents relevant to the proceeding, as determined by a majority of the committee, will be introduced at the hearing. Further, documents not submitted in compliance with these procedures may not be introduced in the grievance process or appeal.
 - ix. Each party (grievant and respondent) may have one person who serves in an advisory capacity only. The advisor will not be permitted to participate in the hearing process.
- B. The Chairperson will introduce the participants.
 - C. The grievant will have up to ten minutes to present a statement which summarizes the nature of the grievance and the action which is requested.
 - D. The Committee members may question the grievant.
 - E. The grievant may call in relevant witnesses one at a time to present statements. Up to ten minutes will be allowed for each witness. The chairperson will have discretion to allow questions past the ten minute limit.
 - F. Committee members may question each witness.
 - G. The respondent may have ten minutes to present an opening statement pertaining to the complaint.
 - H. The Committee members may question the respondent.
 - I. The respondent may call in relevant witnesses to present statements. Up to ten minutes will be allowed for each witness. The chairperson will have discretion to

- allow questions past the ten minute limit.
- J. The Committee members may question each witness.
 - K. Committee members may pose questions to both parties.
 - L. A closing statement of up to ten minutes may be presented by the grievant.
 - M. A closing statement of up to ten minutes may be presented by the respondent.
 - N. A rebuttal statement of up to five minutes may be presented by the grievant.
 - O. A closing statement will be presented by the Chairperson with clarification of the role of the Committee.
 - P. Committee adjourns into executive session, where it will deliberate and make findings and a recommendation by a majority vote.
3. The Committee will reach its findings and recommendation within three business days of the close of the hearing. Copies of the findings and recommendations will be made available to all parties in the proceedings. The evidentiary standard to be used by the Committee shall be the preponderance of the evidence standard.
 4. The recommendations of the Committee will be presented in writing to the President within three (3) working days of the close of the hearing for review and action.
 5. The President will review the Committee's recommendations and will submit, within three business days of receipt of the Committee's recommendation, his or her decision in writing to all parties, representatives, and supervisors involved. The Committee will be copied on this decision. The decision of the President will be final and binding on all concerned.

600 EMPLOYEE CONDUCT

601 Hours of Work

602 Attendance

603 Break Time

604 Time Reporting

605 Telephone Calls

606 Parking

607 Attitude

608 Travel

609 Personnel Records

610 Children in the Workplace

611 Wage Garnishment

612 Animals on Campus

601 HOURS OF WORK

The hours of work are from 8:00 a.m. to 5:00 p.m. with one hour for lunch. However, this may vary at times depending on the job requirements, departmental routine and administrative approval. All employees are expected to be in their respective departments and ready for work at the scheduled starting time. The work week consists of five (5) days. Due to state policy, compensatory time is given in most instances for overtime work.

602 ATTENDANCE

Attendance is vitally important to the University, supervisors, and co-workers. Remember that the total effort of a department diminishes when employees are not present. It is important that employees be present during all normal working hours except when emergencies prevent an employee's presence. When illness keeps an employee at home or when an employee must be absent for some other reason, an employee is responsible for notifying their supervisor at the time the employee is scheduled to report to work. The employee's failure to do so will constitute an unexcused absence.

An unexcused absence is an absence from work where the supervisor is not notified or the employee does not have available any of the leave time that accrues under the provisions of this handbook. Additional items that will be considered unexcused absences include:

- Leaving work early before the end of your scheduled work for any reason that is unexcused after notifying your supervisor.
- Arriving after your scheduled work hours that is unexcused after notifying your supervisor.
- Absence for any reason that is unexcused with proper call-in to supervisor.
- Absence for any reason that is unexcused without proper call-in to supervisor.

Three (3) unexcused absences are grounds for termination. An unexcused absence should be written in memorandum form, signed by the supervisor in the employee's presence, and forwarded to the Office of Human Resources.

On January 1 of each year, unexcused absences accumulated during the calendar year will be evaluated during the employee's performance evaluation, then removed and begin at zero for the New Year.

If the employee knows in advance that he/she will be absent due to an illness in the family, jury duty, special health care or treatment, notify your supervisor or department head for approval.

603 BREAK TIME

A mid-morning and mid-afternoon break of no more than 15 minutes each, to be taken on campus, is authorized. Break periods are not cumulative and cannot be saved and used for other purposes. Breaks should not interfere with work schedules and deadlines. Health and safety may require adjustments to the frequency of breaks, as approved by a Vice President.

604 TIME REPORTING

Classified employees should complete time sheets at the end of each pay period.

Supervisors are responsible for the submission of time records in accordance with the prescribed University formats and deadlines. Timesheets must reflect an accurate record of all hours worked. An approval signature, whether manual or electronic, will reflect the approver's personal responsibility for the truthfulness and validity of the time record. Timesheets and leave reports are required to be approved by both the employee's immediate supervisor as well as the appropriate department head. Those supervisors approving time records should agree with the approved supervisor and department head list maintained in the payroll office. This approver list will be maintained on a position basis to reflect any changes in personnel. Supervisor changes may be requested by memorandum to the Payroll Office by the appropriate department head.

605 TELEPHONE CALLS

Calls of a personal nature are discouraged during working hours.

606 PARKING

When an employee reports for the first day of work, arrangements should be made to purchase a parking permit for your vehicle.

607 ATTITUDE

Arkansas Tech University is a public educational institution whose success depends largely upon the personal attitudes of its employees toward the general public, students and visitors.

Employees have an obligation to be considerate and courteous to all students, faculty, staff, visitors, co-workers and supervisors. All jobs are important, and should be performed in a professional manner. The impression employees create on our students and the public is very important to University operations. An employee's personal appearance must be professional with all attire appropriate for the job.

To acknowledge employees that exhibit exemplary attitudes in the workplace, the University has developed a "Service Excellence" program. The Service Excellence program promotes initiatives that unite the ATU family in providing a seamless experience of exceptional service to all of our campus community. Service excellence extends far beyond the traditional approach to service. Service excellence at Arkansas Tech is about all units working together to create consistent attitudes, behaviors, and processes. The idea behind our philosophy and the direction of our standards is intended to empower our workforce to provide exceptional service that ultimately contributes to a culture of continuous improvement aiming for organizational excellence. More information about the University's Service Excellence program can be found by visiting: <https://www.atu.edu/serviceexcellence/>.

608 TRAVEL

It may be necessary for employees to travel to different locations for business or training exercises related to the general operation and best interest of the University. Travel request forms must be completed and submitted in advance to the proper office for approval. A separate travel request form must be completed for each traveler who will be requesting reimbursement. Reimbursement not to exceed state allowances will be made for meals, travel and lodging unless otherwise approved, such as out-of-state travel, for example.

609 PERSONNEL RECORDS

It is vitally important that personnel records be up-to-date at all times. Employees should report all changes in address, telephone number, marital status, number of dependents, and any other information pertinent to personnel records to the Office of Human Resources as soon as they occur. Incomplete information can result in the loss of some benefits.

610 CHILDREN IN THE WORKPLACE

Arkansas Tech makes every effort to provide a family-friendly environment for its students, faculty and staff and encourages children to participate in family and youth oriented programs on campus. The University understands that brief and infrequent visits by children of faculty, staff and students to campus and facilities occur for a variety of reasons (such as on-campus events, entertainment, meals and other activities). While it is not the policy to restrict visits by children for such activities, the frequent, regular, or extended presence of children during working hours is not permitted due to (i) the potential for interruption of work or educational activity; (ii) health and safety concerns; and (iii) potential liability to the University.

611 WAGE GARNISHMENT

Garnishment is a legal procedure through which the salary of an employee is withheld for payment of a debt.

The University honors wage garnishment orders and follows guidelines set out in federal wage garnishment laws.

612 ANIMALS ON CAMPUS

Arkansas Tech University is committed to allowing people with disabilities the use of a Service or Assistance Animal, as necessary, on campus to facilitate their full-participation in University programs and activities. Set forth below are specific requirements and guidelines concerning the appropriate use of and protocols associated with Service Animals and Assistance Animals. Arkansas Tech University reserves the right to amend this policy as circumstances require.

Section I. Definitions

A. Service Animal

A Service Animal is “any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the handler’s disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, pulling a wheelchair, assisting an individual during a seizure, providing physical support and assistance with balance and stability to individuals with mobility disabilities, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Dogs whose sole function is to provide comfort, emotional support, well-being, or companionship do not constitute work or tasks for purposes of this definition⁵.”

B. Assistance Animal

Assistance Animals are (1) animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or (2) animals that provide emotional support which alleviates one or more identified symptoms or effects of a person’s disability. Some, but not all, animals that assist persons with disabilities are professionally trained. Other Assistance Animals are trained by the Handlers. In some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed as

⁵ Department of Justice Revised ADA Regulations Implementing Title II and Title III, Federal Register, September 15, 2010 (Volume 75, Number 178)

a reasonable accommodation by the person with the disability. Unlike a Service Animal, an Assistance Animal does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all times. Assistance Animals may be considered for access to University housing, however, they are not permitted in other areas of the university (e.g. libraries, academic buildings, classrooms, labs, student center, etc.).

C. Partner/Handler/Owner

A Partner/Handler/Owner is a person with a Service or Assistance Animal. (The term Handler will be used in this document to reflect any of these terms.)

D. Pet

A pet is a domestic animal kept for pleasure or companionship. A pet is not considered a Service Animal or an Assistance Animal. Pets are not permitted on campus and are not covered by this policy.

E. Approved Animal

An “approved animal” is a Service Animal or Assistance Animal that has been granted as a reasonable accommodation by Arkansas Tech University under this policy.

Section II. Service Animal Use on Campus

Visitors: Visitors to campus with Service Animals may access all public facilities, with the exception of areas where service animals are specifically prohibited due to safety or health restrictions, where the Service Animal may be in danger, or where the Service Animal’s use may compromise the integrity of research.

Employees: Employees with a disability who wish to utilize a Service Animal as a reasonable accommodation in a University office or other areas of campus buildings not open to the general public must register with the Disability Services office and complete paperwork with the Office of Human Resources.

Section III. Guidelines for Maintaining an Approved Animal at Arkansas Tech University

A. Introduction

The following guidelines apply to all Approved Animals and their Handlers, unless the nature of the documented disability of the Handler precludes adherence to these guidelines, and permission for a variance from the guidelines has been granted.

B. Care and Supervision

Care and supervision of the Approved Animal are the responsibility of the individual who

benefits from the Approved Animal's use. The Handler is required to maintain control of the Approved Animal at all times.

The Handler is also responsible for ensuring the cleanup of the Approved Animal's waste and, when appropriate, must toilet the animal in areas designated by the University consistent with the reasonable capacity of the Handler. Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and securely tied up before being disposed of in an outside trash dumpster. Litter boxes should be placed on mats so that waste is not tracked onto carpeted surfaces.

C. Animal Health and Well-Being

1. **Vaccination:** In accordance with local ordinances and regulations the Approved Animal must be immunized against diseases common to that type of animal. Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Although not mandated, cats should have the normal shots required for a healthy animal. Local licensing requirements are followed.
2. **Health:** Animals, other than cats and dogs, to be housed in University housing must have an annual clean bill of health from a licensed veterinarian. Documentation can be a vaccination certificate for the animal or a veterinarian's statement regarding the animal's health. The University has authority to direct that the animal receive veterinary attention. (Local licensing law is followed.)
3. **Leash:** If appropriate the Approved Animal must be on a leash, unless the leash would inhibit the Approved Animal's ability to be of service.
4. **Other Conditions:** Disability Services may place other reasonable conditions or restrictions on the Approved Animal depending on the nature and characteristics of the Approved Animal.

D. Requirements for Faculty, Staff, Students, and Other Members of the University Community

Members of the University community are required to abide by the following practices:

1. They are to allow a Service Animal to accompany its Handler at all times and in all places on campus, except where animals are specifically prohibited.
2. They are not to touch or pet a Service or Assistance Animal unless invited to do so.
3. They are not to feed a Service or Assistance Animal.
4. They are not to startle a Service or Assistance Animal, deliberately.
5. They are not to separate or to attempt to separate a Handler from his or her Service or Assistance Animal.
6. They are not to inquire for details about the Handler's disabilities. The nature of a person's disability is a private matter.

E. Removal of Approved Animal

The University may exclude/remove an Approved Animal when:

1. The animal poses a direct threat to the health or safety of others;
2. The animal's presence results in a fundamental alteration of the University's program;
3. The Handler does not comply with Handler's Responsibilities in University housing;
4. The animal or its presence creates an unmanageable disturbance or interference (e.g. barking, wandering, displaying aggressive behavior) and the behavior is outside the duties of the Approved Animal on the Arkansas Tech University campus;
5. The animal is not house broken;
6. The animal is physically ill;
7. The animal is unreasonably dirty; or
8. The animal is found by the university to be out of control and the animal's handler does not take immediate and effective action to control it.

F. Damage

Handlers of Approved Animals are solely responsible for any damage to persons or University property caused by their animals.

G. Areas Off Limits to Service Animals

The University may prohibit the use of Service Animals in certain locations because of health and safety restrictions (e.g. where the animals may be in danger, or where their use may compromise the integrity of research). Restricted areas may include, but are not limited to, the following areas: custodial closets, boiler rooms, facility equipment rooms, research laboratories, classrooms with research/demonstration animals, areas where protective clothing is necessary, wood and metal shops, motor pools, rooms with heavy machinery, and areas outlined in state law as being inaccessible to animals. Exceptions to restricted areas may be granted on a case-by-case basis by contacting Disability Services and the appropriate department representative; the person directing the restricted area has the final decision.

700 Employee Benefits

701 Types of Appointments – Benefits of Each

702 Insurance

703 Retirement

704 Social Security Participation

705 Tuition Benefit Policy

706 I.D. Card Usage

707 Business Discount

708 Unemployment Insurance

709 Arkansas State Employees Association

710 Credit Union

711 Tech Retiree Benefits

701 TYPES OF APPOINTMENTS – BENEFITS OF EACH

A full-time employee is under Notice of Employment for at least 30 hours a week. They are eligible for group insurance, vacation and sick leave, paid holidays, tuition waiver benefit, bookstore discounts, credit union participation, and the Section 125 plan. They also participate in Worker's Compensation, Retirement and Social Security.

Part-time employees are under Notice of Employment for Less than $\frac{3}{4}$ time in a regular salary position with an expected employment duration of at least nine months. They are not eligible for group insurance. However, part-time employees participate in Workers' Compensation, Retirement, and Social Security programs, and are eligible for vacation and sick leave if scheduled to work at least one thousand (1,000) hours for the University. They are also eligible for aid for on-campus study, bookstore discounts, and credit union participation.

Extra-labor staff is employed as seasonal, casual or extra help employees in positions which are not permanent and for an expected employment duration of less than nine months. These employees participate in Workers' Compensation and Social Security programs and are eligible for holiday pay; however, they may only be eligible for retirement benefits

702 INSURANCE

The insurance programs offered to full-time employees by the University are as follows:

A. Health Insurance

Group insurance is available to all full-time employees. This currently includes dental, vision, and also includes hospitalization and other illness coverage up to a major medical maximum. The University participates in the premium payments for employees' coverage.

B. Life Insurance

Group term insurance with accidental death provision is available on an elective basis

to all full-time employees. The amount of coverage provided depends upon the employee's salary. The University participates in the premium payments.

C. Long-term Disability Insurance

Long-term disability insurance is available to full-time University employees to purchase.

D. Short Term Disability Insurance.

1. Short Term Disability Insurance

This insurance is designed to cover a person who is disabled on a short-term basis only.

E. Cancer Insurance

1. Cancer Insurance

This plan is designed to pay in addition to the regular medical insurance plan.

F. Medical Reimbursement

1. Medical Reimbursement

This plan can benefit you if you have any predictable out-of-pocket medical, dental, or vision for you and/or any of your legal tax dependents.

703 RETIREMENT

All full-time and half-time employees are required by law to participate in one of the following retirement systems plus Social Security. Employee payments to the following systems are matched at varying rates by the University.

A. Teachers Insurance and Annuity Associate (TIAA)

This is a non-profit organization sponsored by the Carnegie Foundation specifically for educational institutions. Coverage by this system or the Arkansas Public Employees Retirement System is mandatory for all administrative and professional personnel. Retirement is permissible at any age.

B. Arkansas Teacher Retirement System

Benefits from this system are comparable to TIAA; however, transfers to other institutions not in the Arkansas System are not permitted. Currently, retirement from the system is permissible at age 60 or at any age with 28 years of service. Not all employees are eligible for Arkansas Teacher Retirement. Please check with the Office of Human Resources for more information.

C. Arkansas Public Employees Retirement System

This system is mandatory for all employees not eligible and covered by one of the above systems. Coverage in other state, county, and city employment is transferrable. Currently retirement is permissible at age 65 or at any age with 28 years of service.

Supplemental Retirement Plans are also available with certain specified companies.

704 SOCIAL SECURITY PARTICIPATION

All employees are required by law to participate in social security contributions. Deductions at federal rates will be made from each individual's compensation.

705 TUITION BENEFIT POLICY

I. Eligibility

All full-time, active ATU employees, their spouses, and their dependants (as defined by the Internal Revenue Service Qualifying Child Test: <https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit/qualifying-child-rules>) are eligible. Employees on workers' compensation, military or family medical leave are eligible. Employees on leave without pay are not eligible.

Tuition Waiver requests must be submitted by the first day of class (fall, spring, summer, condensed classes) in order for the waiver to be considered.

For the employee's waiver and/or the dependent's waiver to be valid the employee must be an active employee on the first day of class (fall, spring, summer, condensed classes).

II. Extent of Benefit

a. Employee

i. For employees hired after July 1, 2018 and for current employees on June 30, 2018 who earn hours after July 1, 2018, employees may take up to a lifetime total of 144 undergraduate and/or 40 graduate master's level, semester credit hours at ATU with a 100% tuition and fee waiver benefit (excluding course specific fees). For purposes of clarity, hours already earned by existing employees on June 30, 2018 will not count against the lifetime total caps that begin on July 1, 2018.

ii. Employees must have the permission of their immediate supervisor and appropriate dean or vice president to take courses. Employees may not take classes during regular duty hours without permission from their supervisor. The sole exception to this is that with their supervisor's permission, an employee may take a course in lieu of their lunch hour.

iii. Employees' semester credit hours may not exceed 18 hours total in any fiscal year (July 1 through June 30) unless approved by the Vice President for the employee's specific unit.

iv. Tuition and fee waiver will cover audited courses provided the employee initially registers to audit the course.

b. Dependents

i. Employee's spouses and dependents may take up to a lifetime total of

144 undergraduate and/or 40 graduate master's level, semester credit hours at ATU with a 50% tuition only waiver benefit. Dependents may receive a full discount of tuition for three semester credit hours or 50% of total tuition for the semester, whichever is greater. Reduced tuition for dependents applies only to tuition not otherwise covered by scholarships and the total should not exceed the total tuition charged for the semester. The maximum graduate course discount is equivalent to three semester credit hours per term.

ii. Tuition waiver benefit does not cover audited courses for dependents.

III. Failure and Withdrawal guidelines

a. Failure

i. Employees who receive failing grades, F in undergraduate level courses and D or F in graduate level courses, must repay 100% of the total tuition and fee benefit for each course in which they receive a failing grade.

b. Withdrawal

i. Employees and dependents who withdraw or change the status of their course(s) to audit after the last day to withdraw with a full reduction of tuition and fees and before the last day to withdraw with an 80% reduction of tuition only (as indicated by the Academic Calendar) will be required to repay the University benefit by 20% of tuition and all fees.

ii. Employees and dependents who withdraw or change the status of their course(s) to audit after the final day for an 80% reduction in tuition (as indicated by the Academic Calendar) will be required to repay the University 100% of the total waiver benefit.

c. Appeal

To appeal the requirement of repayment for failure or withdrawal in (a) or (b) above, the employee shall use the Financial Aid appeal process for students. The instructions for submitting such an appeal are located here:

<https://www.atu.edu/finaid/docs/Appeal Letter latest.pdf>

IV. Financial Obligation

a. Failure to Pay

i. Employees and/or dependents who do not complete their financial obligation to the University due to III, a., i. or III b., i, ii, iii; will be billed for the amount owed. If not paid, the University has the right to forward the account outstanding to a collections processor or the use of the State's Set-Off Fund.

706 I.D. CARD USAGE

Active full-time and regular Part-time employees, including members of the immediate family, may receive free admittance to most athletic events upon presentation of the employee I.D. card. The card may be obtained at the Student Accounts Office upon presentation of proof of employment.

Employees are also entitled to discounts on purchases of new and used books and supplies from the college bookstore.

Library materials may also be checked out upon presentation of the employee I.D. card.

707 BUSINESS DISCOUNTS

Occasionally, all employees and members of the immediate family are eligible to receive discounts from area businesses. Information may be obtained in the Office of Human Resources.

708 UNEMPLOYMENT INSURANCE

Unemployment insurance is a benefit provided to all employees when unemployment results through no fault of their own.

709 ARKANSAS STATE EMPLOYEES ASSOCIATION

ASEA is an independent, non-profit organization which works to make conditions better for state employees. The association works with the legislature, agencies and institutions of state government, and employees of the state. Information is available in the Office of Human Resources. Dues can be payroll deducted.

710 CREDIT UNION

Employees may participate in the Priority Federal Credit Union through payroll deduction of at least \$5 per month. Additional information is available in the Office of Human Resources.

711 TECH RETIREE BENEFITS

- A. Employees who are age 60 or above and have completed ten (10) years of service at Arkansas Tech University may retire and have a portion of their health insurance premium paid by Arkansas Tech University until the retiree reaches Medicare eligibility age. All employer contributions will then cease. Also a partial premium is paid for life insurance. All other family insurance coverage is the responsibility of the retiree.
- B. As is the case with all other benefits, this is subject to continuing approval by the Board of Trustees. Arkansas Tech University reserves the right to amend, revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. 08/2001
- C. Retirees are issued an Arkansas Tech University identification card free of charge.

- D. Retirees are admitted free to conference athletic events by showing the Tech identification card.
- E. Discounts at the Tech Bookstore are given to retirees.
- F. The Tech identification card allows retirees the use of the Library when it is open.
- G. Retirees are invited to special social events on the campus which are for the purpose of entertaining faculty and staff.