



# STAFF HANDBOOK

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# **WELCOME TO THE ARKANSAS STATE UNIVERSITY SYSTEM**

This handbook has been prepared to introduce you to employment in the Arkansas State University System (ASU System). Please read this handbook carefully. One of your first responsibilities is to be familiar with its contents. This handbook outlines the ASU System's policies and campus operating procedures; however, it is impossible to anticipate every employment situation which may arise. This manual is only a summary, so please review the ASU System website at [www.asusystem.edu](http://www.asusystem.edu) for policies and your institution's website for operating procedures or contact your supervisor or your Human Resources department if you have any questions.

The ASU System is governed by the Arkansas State University System Board of Trustees and the Office of the President located in Little Rock. Member institutions of the ASU System are:

- Arkansas State University, in Jonesboro (A-State)
- Arkansas State University-Beebe
- Arkansas State University-Mountain Home
- Arkansas State University-Newport
- Arkansas State University Mid-South, in West Memphis
- Arkansas State University Three Rivers, in Malvern
- Henderson State University, in Arkadelphia

Although the ASU System Office and each of the System's institutions share a common Board of Trustees, other than employees assigned to the ASU System Office, all employees are employed by their particular ASU System member institution, not by the ASU System. This handbook applies to employees throughout the ASU System, regardless of whether they are employed by the ASU System or one of its member institutions. Unless otherwise specified, policies of the ASU System set forth or described in this handbook are also the policies of each ASU System member institution.

This handbook does not constitute a contract for employment with the ASU System or any of its institutions, either express or implied, and the ASU System reserves the right at any time to change, delete, or add to any of the

provisions at its sole discretion without notice. Furthermore, the provisions of this handbook are designed by the ASU System to serve as guidelines rather than absolute rules. Exceptions may be made from time to time on the basis of particular circumstances. If at any time you have questions regarding your employment, please contact your supervisor or your Human Resources department.

Employment in the ASU System is at will. Either you or your ASU System institution may terminate the employment relationship at any time, with or without cause and with or without notice. The at-will relationship remains in full force and effect notwithstanding any statements to the contrary made by ASU System or individual institution employees or set forth in any documents.

This employee handbook supersedes all previous employee handbooks and management memos which may have been issued on subjects covered herein. In the event of a change in any law, regulation, or ASU System Policy cited in this handbook, the current law or policy will be automatically substituted and applied.

## MISSION STATEMENTS

**Arkansas State University System.** The mission of the ASU System is to contribute to the educational, cultural, and economic advancement of Arkansas by providing quality general undergraduate education and specialized programs leading to certificate, associate, baccalaureate, masters, professional, and doctoral degrees; by encouraging the pursuit of research, scholarly inquiry, and creative activity; and by bringing these intellectual resources together to develop the economy of the state and the education of its citizens throughout their lives.

Each component of the ASU System will be characterized by:

- A supportive learning environment; personal development, leadership, and service opportunities; and facilities, technologies and support necessary to meet the needs of students, faculty, and staff;
- Racial, ethnic, gender and cultural diversity in the faculty, staff, and student body, supported by practices and programs that embody the ideals of an open, democratic, and global society;
- Instructional technologies, student support services, and on-line and distance education to advance the purposes of teaching and learning; and
- A commitment to sharing human, physical, information, and other resources among system components, and with state agencies, schools and higher education institutions, to expand and enhance programs and services available to the citizens of Arkansas.

The ASU System's [Vision, Mission, and Goals](#) are described in further detail on the ASU System website.

Each institution within the ASU System also has its own mission statement and rich history. More information about the missions of the ASU System's institutions is available at the following links:

**Arkansas State University (A-State):** [About Arkansas State](#)

Arkansas State University-Beebe: [Mission & History](#)

Arkansas State University-Mountain Home: [We Are Trailblazers](#)

Arkansas State University-Newport: [History & Mission](#)

Arkansas State University Mid-South: [Institutional Profile](#)

Arkansas State University Three Rivers: [Our Mission](#)

Henderson State University: [Mission, Vision, and Core Values](#)

## **NON-DISCRIMINATION STATEMENT**

The ASU System does not discriminate on the basis of color, sex, sexual orientation, gender identity, race, age, national origin, religion, marital status, 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, and financial aid.

## **EMPLOYMENT OVERVIEW**

### **EQUAL EMPLOYMENT OPPORTUNITY**

The State of Arkansas does not discriminate in access to employment opportunities or in employment or practices on the basis of race, color, religion, sex, national origin, age, disability, or genetic information. It is the policy of the ASU System to provide equal employment opportunity to all qualified persons; to prohibit discrimination against any employee or applicant for employment because of race, color, ancestry, religion, gender, age, disability, genetic information, national origin, status as a veteran or other status protected by law; and to promote the full realization of equal employment opportunity through a positive continuing program of affirmative action.

It is the responsibility of all departments and all personnel, supervisory and non-supervisory, to see that this policy is implemented throughout the ASU System.

### **AFFIRMATIVE ACTION POLICY**

The ASU System is committed to the goal of equal opportunity for all. This policy is adopted by the Arkansas State University System Board of Trustees. All personnel responsible for hiring employees and recruiting students share a responsibility to support the ASU System's equal opportunity and affirmative action program and to provide leadership in achieving its goals.

### **DRUG AND ALCOHOL-FREE WORKPLACE**

It is the policy of the ASU System to maintain an educational and working environment that is free from the



influence of unlawful drugs and alcohol in compliance with the Drug Free Schools and Communities Act and the Drug-Free Workplace Act. Therefore, it is the policy of the ASU System that the unlawful manufacture, distribution, dispensing, possession, or use, of a controlled substance and/or alcohol on any property owned or maintained by the ASU System, or as a part of any institution activity, is strictly prohibited.

Individuals who violate this policy will be subject to a number of sanctions imposed both by the ASU System and by the state and federal criminal justice systems, including termination of employment.

In addition to any sanctions and/or disciplinary action which may be taken by the ASU System, the ASU System may refer violations to the appropriate legal authorities for criminal prosecution.

## **REHABILITATION ACT AND TITLE II OF THE AMERICANS WITH DISABILITIES ACT**

The ASU System is committed to complying with all applicable provisions of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, which prohibit discrimination against qualified individuals with disabilities on the basis of disability in all programs, activities, and services of public entities. The ASU System will not discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee or can perform the essential functions of the job with or without reasonable accommodations. Consistent with this policy of non-discrimination, the ASU System will provide reasonable accommodations to a qualified individual with a disability, who has made the ASU System aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the relevant ASU System institution. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their supervisor or their Human Resources department. The ASU System and its member institutions encourage individuals with disabilities to come forward and request reasonable accommodation.

## **TITLE IX NON-DISCRIMINATION AND REPORTING STATEMENT**

The ASU System and its member institutions do not discriminate on the basis of sex in any education program or activity that they operate. Further, the ASU System institutions are subject to Title IX of the Education Amendments of 1972 and are therefore required by Title IX and 34 C.F.R. Part 106 not to discriminate in such a manner. This requirement extends to admissions and employment with the university. Inquiries about the application of Title IX or 34 C.F.R. Part 106 to A-State may be referred to your campus' Title IX Coordinator, to the Assistant Secretary for Civil Rights for the U.S. Department of Education, or both.

Information providing the title and complete contact information for each institutional Title IX Coordinator within the ASU System can be found at the following links for the campus Title IX resource page:

- [Arkansas State University \(A-State\)](#)
- [Arkansas State University – Beebe](#)
- [Arkansas State University – Mountain Home](#)
- [Arkansas State University – Newport](#)
- [Arkansas State University Mid-South](#)
- [Arkansas State University – Three Rivers](#)
- [Henderson State University](#)

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by phone, or by email using the contact information provided above or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, provided above.

## **TITLE IX OF EDUCATION AMENDMENTS**

Title IX is a comprehensive federal law that prohibits discrimination on the basis of sex in any federally funded education program or activity.

Title IX benefits both males and females, and is at the heart of efforts to create gender equitable schools. The law requires educational institutions to maintain policies, practices and programs that do not discriminate against anyone based on sex. Under this law, males and females are expected to receive fair and equitable treatment in all areas of public schooling including recruitment, admissions, educational programs, and activities, course offerings and access, counseling, financial aid, employment assistance, facilities and housing, health and insurance benefits, marital and parental status, scholarships, sexual discrimination and athletics. The ASU System has designated a Title IX Coordinator for each institution. Any incidence of sexual discrimination, of any kind should be reported to the Title IX Coordinator who will take prompt action to secure a full and equitable review. In the event the sexual discrimination allegation is against the Title IX Coordinator, the report should be made to the ASU System Office of General Counsel. Contact information for each institution's Title IX Coordinator is located on the respective institution's website.

## **SEXUAL DISCRIMINATION**

The ASU System is committed to providing an educational and work environment for its students, faculty, and staff that is free from sexual discrimination including sexual harassment, sexual assault, sexual violence, stalking, domestic violence, and dating violence, as prohibited by Title IX of the Educational Amendments of 1972, and/or Title VII of the 1964 Civil Rights Act. No form of sexual discrimination will be tolerated.

It is important to preserve all evidence of sexual discrimination, especially if the discrimination is also a criminal offense, such as sexual assault, stalking, domestic violence, or dating violence.

Supervisors and staff members must recognize that their positions necessarily embody unequal power relationships with their subordinates and students. Because of the inherent power differences in these relationships, the potential exists for the less powerful to perceive a coercive element in suggestions relative to activities outside those appropriate to the professional relationship. It is the responsibility of supervisors and staff members to behave in such a manner that their words or actions cannot reasonably be perceived as coercive.

Each institution has a Title IX Coordinator who is charged with investigating all allegations of sex-based discrimination. Employees with supervisory responsibilities, including deans, vice chancellors, department chairs, faculty, student conduct personnel, human resources personnel, athletic administrators, coaches, and institution police personnel must report incidents of sexual discrimination either observed by them or reported to them to the Title IX

Coordinator. The Title IX Coordinator will conduct a prompt, thorough, and objective investigation of such claims. If sexual discrimination has occurred, appropriate remedial action commensurate with the severity of the offense will be taken up to and including termination. All reports, complaints, and investigations are treated with discretion and confidentiality is maintained to the extent allowed by law.

The Title IX Coordinator will notify the appropriate law enforcement agency of all reports of sexual assault, stalking, domestic violence or dating violence unless such report is prohibited by law. The person who has allegedly been subjected to sexual discrimination may also contact law enforcement and may seek an order of protection, no contact order, or similar order. The Title IX Coordinator will assist the person alleging to be subjected to sexual discrimination and the person alleged to have committed sexual discrimination with locating resources for counseling, medical treatment, legal advice, or other services.

Each institution within the ASU System provides educational materials and programs on sexual discrimination. Contact the Human Resources department or Title IX Coordinator for information on awareness and prevention of sexual discrimination.

The ASU System reserves the right to take those legally permitted supportive measures it deems necessary in response to an allegation of sexual discrimination in order to protect individuals' rights and personal safety. Such supportive measures may include, but are not limited to: modification of campus living or employment arrangements; interim suspensions from campus; no contact or communications requirements; leave with or without pay; and, reporting the matter to law enforcement. Persons reporting allegations of sexual discrimination must follow the Title IX (Sexual Harassment Discrimination) Grievance Procedure, or the Other Sex-Based Discrimination Procedure, as applicable.

## **RETALIATORY ACTION PROHIBITED**

Retaliation against a person who files a charge of discrimination, participates in an investigation, refuses to participate in an investigation, or opposes an unlawful employment practice is prohibited by law and the ASU System. Any person who needs further explanation or who believes he or she has been retaliated against should contact the Human Resources department.

## **NURSING MOTHERS**

The ASU System complies with the Nursing Mother Amendment to the Fair Labor Standards Act, which provides for unpaid breaks to express breast milk. Please see your Human Resources department for further information.

## **EMPLOYMENT OF RELATIVES (NEPOTISM)**

Relatives may be employed in the same or different departments within an ASU System institution, and employment opportunities are offered to spouses or other relatives on a competitive basis unless prohibited by law or regulation.

To avoid potential or perceived conflicts of interest that may arise when an employee participates formally or informally in decisions to hire, retain, promote, or determine the salary of a related person, the ASU System has adopted the following System Policy:

- No employee will have any direct or indirect supervision or direction over an employee to whom they are related by marriage or blood.

- No employee will participate in any peer judgment or administrative review of any employee to whom they are related by marriage or blood.

In some extraordinary and narrowly limited circumstances it may be in the best interest of the ASU System to allow an employee to hold a supervisory position notwithstanding the concurrent employment of a spouse or relative. In such cases, appointment to such a position is only available upon the prior recommendation of the president of the ASU System and approval of the Board of Trustees. In such cases, with input from others within the unit, the chancellor and the administrative head of the campus or service area shall develop written procedures to protect the employees involved, and the ASU System, from the appearance of bias, prejudice or favoritism.

“Employee” means a person whose employment is not seasonal or temporary and whose actual performance of duty requires fifteen hundred (1500) or more hours during the fiscal year.

“Supervisory employee” means any individual having authority in the interest of the ASU System to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees of the ASU System; or the responsibility to direct other employees of the ASU System, 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.

## **SMOKE-FREE ENVIRONMENT**

Pursuant to Arkansas law, smoking or the use of an e-cigarette is prohibited on all ASU System property including buildings, grounds, and vehicles. Any person convicted of violating the smoking prohibition shall be punished by a fine. Repeated violations may result in disciplinary action. Some System campuses are completely tobacco free. Please contact your Human Resources department for information governing tobacco use on your campus.

# **EMPLOYMENT STATUS**

## **HIRING PROCEDURES**

Each person seeking employment within the ASU System shall file an application for employment with the appropriate Human Resources department.

Pre-employment testing may be required in cases where necessary to determine minimum qualifications. Test results will be made available as necessary to department heads and/or supervisors.

During the interview process, each applicant will be required to complete (1) an Employee Disclosure and Certification form, and (2) an Employee Disclosure Requirements Notice in accordance with law or regulation. These forms must be approved by the Human Resources department. No offer of employment may be made prior to this approval process.

To be considered for employment with the ASU System, a person must meet any minimum age limitations required by law. For example, employees must be at least 18 years old if employed in a hazardous occupation and

21 years of age if employed as an officer in an ASU System institution police department.

Background checks will be performed as directed by [ASU System policy](#).

## **BENEFIT ELIGIBILITY**

Only employees appointed to a benefits eligible position may participate in ASU System benefit programs. Benefits eligible employees who work less than forty (40) hours per week participate proportionately in vacation and sick leave. Such employees are eligible for insurance coverage.

Those employees in a non-benefits eligible position may not work more than twenty-nine (29) hours per week.

## **CAREER SERVICE RECOGNITION**

Benefits eligible non-faculty employees who work at least forty (40) hours per week become eligible to receive yearly career service recognition payments on their career service credit date. Employees who have received career service payments in the previous biennium shall receive payments on their career service credit date or their increase eligibility date, whichever occurs first within the fiscal year so long as sufficient funds are available for such purpose. Payments to eligible employees shall be made on the anniversary of the employee's latest hire date.

## **PERFORMANCE EVALUATION**

Some ASU System institutions conduct performance evaluations for new hires. All employees are evaluated annually by May 1. The evaluation process should be an opportunity for supervisors and employees to review specific information on performance, to determine what priorities for performance should be, and to set future goals for development. Your institution's Human Resources department or your supervisor can provide specific information on the performance review process.

## **CHANGE IN STATUS**

A change in status occurs when an employee receives a promotion, a demotion, a reclassification, or a transfer. During the first six months in any position, an employee is not eligible for transfers to other positions on any institution.

In the event of a change in status, the employee's accrued annual leave and sick leave are transferred and will become the obligation of the department to which the employee is transferred. When transferring to a position that is not eligible for annual and/or sick leave, the employee may not use such leave in the new position. Employees who terminate their employment with the ASU System and are rehired may be eligible for reinstatement of benefits. See your Human Resources department for further information.

## **PERSONNEL RECORDS CHANGE**

Your Human Resources Department maintains complete and permanent records on each employee and uses this information for official purposes. Employees are responsible for notifying their supervisor and their Human Resources Department of changes in name, address, telephone number, dependent status, change in number of dependents for tax withholding purposes, and other personnel changes. Employees may make an appointment with their Human Resources department representative to review information contained in their personnel file. Information in personnel files shall remain confidential and may be only reviewed by the employee, supervisor, hiring supervisor, appropriate

Human Resources personnel, or other appropriate ASU System employees unless required to be disclosed by law.

## **EMPLOYMENT AT ANOTHER STATE AGENCY**

An ASU System employee may accept employment from another state agency provided the individual's combined salaries do not exceed the line-item maximum salary for which the individual is eligible at the primary agency of employment and provided appropriate approval is given.

The secondary employing agency must submit a Concurrent Employment Request for State approval by preparing the initial part of the form, then it must be submitted to the primary employing agency. The primary employing agency completes the remaining portion of the form, then must submit it to the State for approval. Approval for a non-faculty employee must be approved by the campus Human Resources department.

The Chief Fiscal Officer of the Arkansas Department of Finance and Administration approves the completed Concurrent Employment Request and notifies both agencies.

## **CONFLICT OF INTEREST**

All benefits eligible employees of ASU System are required to complete a written form annually to disclose any participation in activities outside the ASU System which could constitute a conflict of interest or conflict of commitment. Your supervisor will provide this disclosure form. If you have questions regarding conflicts of interest, please contact your Human Resources Department.

## **STATE AGENCY TRANSFERS**

When an employee transfers between state agencies and/or institutions of higher education, the employee's accrued leave must be accepted by the receiving agency. Upon transfer, the employee should begin accrual at the receiving agency's accrual rate.

## **RECORDING ETHICS**

ASU System does not permit the recording of conversation surreptitiously. The concealed recording of conversations among administrators, faculty, students, or staff constitutes grounds for dismissal.

## **SOCIAL MEDIA**

ASU System recognizes the value of using social media to advance the interests of the ASU System. Employee use of social media must comply with the ASU System Appropriate Use of Information & Technology Resources Policy.

## **PERSONAL CONDUCT**

Employees should always conduct themselves in the workplace so as to promote the orderly and efficient operation of the university. Violations shall be regarded as cause for disciplinary action, up to and including discharge. Discharge may result from an accumulation of minor infractions as well as for a single serious infraction.

Except for employees having written contracts, employment in the ASU System is always at-will, meaning an employee may be terminated at any time with or without cause and with or without notice.

Any employee may be subject to immediate dismissal and may not be considered eligible for reemployment for dishonesty, insubordination, incompetence, violence, unprofessional conduct, or other unacceptable behavior.

In the event termination is necessary, the supervisor should review all information regarding the termination with the Human Resources Department, prior to action.

## **BEHAVIORS THAT MAY RESULT IN DISCIPLINARY ACTION**

Employees are prohibited from engaging in conduct listed below and may receive discipline up to and including termination for such behavior. This list has been established to serve as examples of behavior that could warrant a range of disciplinary sanctions and is not exclusive. Appropriate levels of discipline may be based on the severity of employee behavior.

1. Violating any ASU System Policy set by the Board of Trustees or any operating procedure, rule, regulation, or guideline established by an institution;
2. Displaying disrespectful and/or inappropriate behaviors toward a student, employee, or supervisor;
3. Refusing to do assigned work or failing to carry out the reasonable assignment of a manager, supervisor, or department head;
4. Being inattentive to duty, including sleeping on the job;
5. Falsifying a time card or other ASU System record or giving false information to anyone whose duty is to make such record;
6. Smoking on any ASU System property including building, grounds, and vehicles;
7. Operating state-owned vehicles, equipment or private vehicles on state business without proper license or operating any vehicle on ASU System property or on ASU System business in an unsafe or improper manner;
8. Possessing an unauthorized weapon, firearm, or explosive on ASU System property;
9. Appropriating state or student equipment, time, or resources for personal use or gain;
10. Computer abuse, including but not being limited to, misuse of computer accounts, unauthorized destruction of files, creating illegal accounts, possession of unauthorized passwords, disruptive behavior on the computer and non-work-related utilization of computer software or hardware;
11. Misusing or willfully neglecting ASU System property, funds, materials, equipment or supplies;
12. Fighting, engaging in horseplay or acting in any manner which endangers the safety of oneself or others. This includes acts of violence as well as threats of violence;
13. Interfering in any way with the work of others;
14. Stealing or possessing without authority any equipment, tools, materials, or other property of the ASU System or attempting to remove them from the premises without approval or permission from the appropriate authority;
15. Sexual Harassment including, but not being limited to, unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature or behaviors which create a hostile environment. Examples include:
  - a. Verbal harassment including, but not being limited to, comments or questions about a person's sexual behavior, sexually oriented jokes, comments or questions about a person's body, and conversations with sexual innuendo;
  - b. Physical harassment including, but not being limited to, unwelcome touching, fondling, patting, pinching, or kissing; and
  - c. Direct or implied threats that failure to cooperate with the request or advance will result in negative employment consequences.

16. Improper behavior related to attendance, including excessive absenteeism, tardiness, leaving work early, extending break periods, or failure to report or work when scheduled;
17. Failure to report sick or annual leave time used;
18. Taking or attempting to take property from the university, its students, employees, visitors or patrons;
19. Providing false information on employment applications or other records;
20. Failure to comply with safety rules and regulations, including but not being limited to failure to immediately report all accidents and injuries, failure to comply with and/or follow safety rules and regulations, and failure to wear required personal protective equipment;
21. Use of official position and influence for personal gain;
22. Unauthorized disclosure of records or other business information; and
23. Misconduct related to the use and/or possession of alcoholic beverages and controlled substances, including:
  - a. Unlawful manufacture, distribution, possession or use of illegal drugs or controlled substances;
  - b. Unlawful manufacture, distribution, dispensing, possession or use of alcoholic beverages on any property owned or maintained by Arkansas State University or as a part of university activity;
  - c. Consuming or possessing controlled substances on university premises without a prescription;
  - d. Being under the influence of alcohol when reporting to or while at work;
  - e. Being under the influence of controlled substances with or without a prescription or being under the influence of illegal drugs when reporting to or while at work; and
  - f. Failure to pass a required drug or alcohol screen.
24. Use of vulgar or obscene language;
25. Threatening and/or intimidating other persons, fighting and/or instigating a fight, and/or horseplay;
26. Verbally abusing, physically attacking or obstructing any person;
27. Gambling on ASU System property;
28. Acts of moral turpitude;
29. Illegal acts committed by employees when not at work that reflects adversely upon the ASU System; and
30. Discrimination against any person based on protected status.

## **PROGRESSIVE DISCIPLINE POLICY**

The ASU System utilizes a progressive discipline policy. It is the goal of the ASU System to use progressive steps in employee disciplinary matters except when immediate termination is warranted. The existence and use of a progressive discipline policy does not in any way alter the at-will status of employees.

The employee's supervisor will administer any appropriate corrective or disciplinary action. Appropriate action will be determined based on factors such as severity, frequency, and degree of deviation from expectations and length of time involved. Because of the great variety of situations that may arise, the university may need to make decisions related to employment in a manner other than as provided in this section.

Disciplinary actions may take place in several forms. The forms of disciplinary actions are Verbal Counseling, Written Counseling, Final Counseling, and Dismissal. Your Human Resources Department should be consulted when disciplinary action with an employee is necessary. The following outlines the four forms of disciplinary action.

**Verbal Counseling.** Verbal counseling sessions may take place between employees and supervisors in situations that are deemed less serious in nature. Every effort to determine and resolve the cause of the problem should be made. At the same time, however, it should be specifically stated that the employee is receiving a formal warning. Documentation of the verbal counseling should occur utilizing the Employee Counseling Form (available from the forms section of the Human Resources website). Copies of all documentation of verbal counseling should



be distributed as follows: one copy to the employee, one copy to the department file, and one copy to your Human Resources Department for inclusion in the employee's personnel file.

**Written Counseling.** Written counseling sessions take place between a supervisor and an employee when the behavior of the employee is a repeated violation and verbal counseling has been administered, when the behavior hinders the operations of the department in which the employee works, or when the behavior hampers the progress of the university. Written warnings should be documented on an Employee Counseling Form. Copies of all written warnings should be distributed as follows: one copy to the employee, one copy to the department file, and one copy to your Human Resources Department for inclusion in the employee's personnel file.

**Final Counseling.** Final counseling is utilized when previous counseling has failed to produce the proper results. Final Counseling may also be utilized to address an initial incident or an incident that is too severe for a verbal or written warning yet not sufficiently severe for dismissal. Copies of all Final Counseling Forms should be distributed as follows: one copy to the employee, one copy to the department file, and one copy to your Human Resources Department for inclusion in the employee's personnel file.

**Dismissals.** Employment may be terminated after other disciplinary measures have failed or when a first time incident occurs that is extremely serious. An employee may be discharged at any time without regard to any progressive steps if he or she commits an offense for which immediate discharge is specified as a penalty or if, in the university's judgment, the employee's continued presence would be contrary to the well-being of the university or its employees. Your Human Resources Department should be consulted prior to the dismissal of an employee.

## **TERMINATIONS/RESIGNATIONS**

ASU System strives to maintain good working conditions. Instances of personal or job dissatisfaction should be discussed with the supervisor and/or your Human Resources Department before the employee considers termination of employment.

If an employee wishes to terminate employment with the ASU System, two weeks' notice to the supervisor is requested, but not required. If an employee voluntarily terminates employment with proper notice and the employee's work record has been satisfactory, the employee may be considered for reemployment.

Should it be necessary to eliminate a position because of a reduction in work force, reasonable efforts may be made to place the employee elsewhere in the ASU System.

Upon termination, resignation, retirement, death, or other action by which a person ceases to be an employee of the ASU System, any amount which may be due the employee or the employee's estate for unused annual or sick leave shall be issued within 30 days of completing checkout process.

When an employee terminates and later returns to the ASU System, both sick and annual leave may be reinstated. See your Human Resources Department for eligibility requirements.

## **CHECK-OUT PROCEDURE**

Upon termination of employment, existing employees must complete the check-out procedure by obtaining approval from the appropriate departments to verify that all accounts are paid in full and that any supplies, keys, or

other materials issued to them have been returned. The ASU System will set off any amounts owed by the employee to the institution from the employee's final paycheck. In addition, employees who transfer from one department to another must return all keys and supplies to the department from which they are terminating. Checkout forms are not required for interdepartmental transfers.

## **PAYROLL PROCEDURES**

### **SALARIES**

Pay increases are determined each year by administrative action, giving consideration to legislative recommendations and the availability of funds. A pay increase may also be recommended for an employee who has been promoted to a position of considerably broader responsibility. No automatic increases are granted.

### **NOTIFICATION OF SALARY LETTERS**

Employment is not guaranteed for each fiscal year. Some campuses provide staff members with notification letters that their position has been funded for the upcoming year. Such letters are for informational purposes only and do not constitute an express or implied promise of employment and do not change the at-will status of staff employees.

### **ISSUANCE OF SALARY PAYMENT**

Salary payments for the ASU System are issued on the 15th and last working day of the month. Contact the Department of Human Resources or your supervisor for information on payment distribution.

The ASU System is required by federal law to withhold social security, if applicable, and federal income tax according to exemptions claimed on the employee's W-4 form filed with your Human Resources Department. State law requires the deduction of state income tax according to exemptions claimed on the state withholding certificate. Under the Fair Labor Standards Act, the ASU System is prohibited from and will not withhold improper deductions from your wages. Any employee who believes that an improper deduction has been made should promptly contact the Human Resources Department which will ensure that reimbursement is paid for any erroneous withholdings.

### **DISTRIBUTION OF W-2 FORMS**

The ASU System employees' W-2 forms for the previous calendar year will be distributed prior to January 31 of each year. All employees (current and terminated) are responsible for notifying Human Resources of any change in their permanent mailing address.

### **PAYROLL DEDUCTIONS**

At the employee's request, state law permits a few other items to be withheld from payroll checks, including retirement; group insurance for health, life, and dental; Arkansas State Employees Association dues; and 125 Flexible Benefit Program deductions. Your Human Resources department will be able to provide a list of current authorized payroll deductions.

## **SHIFT DIFFERENTIAL PAY**

Employees who are regularly assigned to a late shift may be compensated at an additional percentage. To be eligible for shift work, the hours of work must not begin earlier than 2:30 p.m. and end no later than 8 a.m. the following day. When an employee has been on the late shift and has been receiving the shift differential pay and is removed from shift work or reassigned to a normal shift, the employee's salary shall revert to the former rate of pay on the day of the change in shift assignment.

# **HOURS AND DAYS OF WORK**

## **WORKING HOURS**

The normal work hours for an employee vary by institution within the ASU System. Further, it may be necessary for a department to vary the normal work hours based upon departmental needs. See your institution's Human Resources department for further information.

## **ABSENCE FROM THE JOB**

If an employee must be absent or late reporting to work for any reason, the employee must notify the supervisor prior to the beginning of the work schedule. If an employee fails to inform the supervisor in a timely manner, disciplinary action will result. If an employee misses three consecutive days without calling the supervisor, the employee has voluntarily resigned from the employee's position and will be terminated.

Requests to use sick leave for purposes of medical, dental, or optical examinations, hospital stays, funerals, or other authorized uses should be made in advance when possible. Forms are available either online or from the supervisor for recording the various types of leave taken. Completion of these forms is necessary for accurate recording of leave taken, regardless of rank or status. The forms must be submitted to your Human Resources Department.

## **PAID HOLIDAYS**

ASU System employees are eligible for eleven paid holidays per year. Generally, these days are observed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), and Christmas (5 days). In order to observe a two-week break at the close of the calendar year, a campus may charge employees with annual days. Employees should utilize annual leave for the purpose of observing holidays not established by the State of Arkansas, including religious observances.

## **ELIGIBILITY FOR HOLIDAY PAY**

All benefits eligible employees are eligible to receive holiday pay only if they are in pay status on their last scheduled workday before the holiday and at least one hour on the first scheduled workday after the holiday. 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. When a holiday occurs on an employee's regularly scheduled day off, the employee will be given equivalent time off. Employees must work on holidays when the needs of the department require it. The needs will be determined by the supervisor and/or department director. 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. Normally, 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.

## **EXTRA COMPENSATION**

State-supported institutions of higher education may pay additional compensation to employees for the performance of additional duties assigned to them at a non-job related, institution-sanctioned events provided that those additional duties are performed at times other than normal working hours. All extra compensation must be approved by your Human Resources department prior to any work being performed.

## **INCLEMENT WEATHER**

ASU System institutions remain open for all academic classes and all other services during inclement weather except in extreme circumstances. Any decision to close an institution or to delay or cancel classes is made solely by the chancellor of the specific institution. ASU System institutions will notify employees, students, and local news media regarding any closing plans. All those who travel to a campus should use good judgment in making travel arrangements during inclement weather.

On those occasions when inclement weather occurs and the university remains open, all employees are expected to meet their employment obligations and to arrive for work on time. Those employees who arrive more than two hours late will be charged annual leave time (if available) or leave without pay. Employees are expected to notify appropriate administrative personnel of the inability to get to campus or of a late arrival.

In the unusual event that an institution is closed, employees of designated departments providing essential services are expected to report to work. Such departments include but are not limited to University Police Department and Facilities Management. Employees uncertain of whether their presence is required should contact their supervisors. Equivalent time off will be awarded to staff members of essential service departments who work during such periods.

## **OVERTIME (COMPENSATORY TIME)**

Non-exempt employees are eligible for compensatory time, as outlined by the State of Arkansas, in accordance with the Fair Labor Standards Act. The following policy will be used in granting compensatory time:

1. Compensatory time shall mean time worked over 40 hours during a work week with supervisor's authorization.
2. Compensatory time will be earned at the rate of one and one-half hour for each full hour worked in excess of 40 hours per week. The actual number of hours worked in excess of 40 should be reported by completing a Compensatory Time Earned Form to your Human Resources Department.
3. Compensatory time should be used as soon as possible.
4. Compensatory time may be used in lieu of sick leave and must be used until the balance is depleted before using annual leave.
5. Employees whose job duties involve public safety activity, emergency response activity, or seasonal activity can accrue no more than 480 hours of compensatory time. The 480 hours equal 320 hours of straight time.
6. Employees whose job duties do not involve public safety activity, emergency response activity, or seasonal activity can accrue no more than 240 hours of compensatory time. The 240 hours equal 160 hours of straight time.

7. Compensatory time earned shall be included as a separate category on the employee's time sheet kept in your Human Resources department.
8. Employees shall request to use earned compensatory time following the operating procedures established by the employee's institution.
9. Upon termination, a lump sum payment of accrued or unused compensatory time will be made at a rate of not less than:
  - a. The average regular rate received by an employee during the last three years of the employee's employment; or
  - b. The final regular rate received by an employee, whichever is higher.

## **REST PERIODS**

The ASU System recognizes that a short rest period or coffee break is important for reducing fatigue and allows time away from the work routine. Under normal circumstances, employees are therefore allowed a 15-minute break in the morning and another one in the afternoon on all regularly scheduled eight-hour days.

# **EMPLOYEE LEAVE BENEFITS**

## **ANNUAL LEAVE POLICY**

Annual leave eligibility, accrual, and use is governed by the [ASU System Annual Leave Policy](#) and each ASU System institution's related campus operating procedure.

## **SICK LEAVE**

Sick leave is a benefit available to ASU System employees who work in benefits eligible positions. Paid sick leave is not granted as annual leave, but should be used when an employee is unable to work because of illness, injury, or medical, dental or optical treatment. Sick leave may also be granted to employees due to the death or serious illness of a member of the employee's immediate family. Immediate family shall mean the father, mother, individual acting as a parent or guardian, sister, brother, husband, wife, child, grandparents, or grand-child, of the employee or the employee's spouse. An employee may be required to furnish to the supervisor a certificate from an attending physician for five or more consecutive days of sick leave or when a pattern of absences indicates an abuse 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. Sick leave may not be used in the place of annual leave or for non - health related situations.

Employees who leave ASU System employment are entitled to be paid for unused accrued sick leave in accordance with Arkansas law.

Full-time benefits eligible staff accrue sick leave at the rate of one day for each complete month of service. Nine hundred sixty (960) hours of sick leave may be carried over at the end of the calendar year. Benefits eligible employees who work less than forty (40) hours per week accrue sick leave in the same proportion to time worked.

Employees will accrue half their monthly accrual of sick leave if employed on the first working day of the month and work through the 15th of that month. Employees will accrue half their monthly accrual if employed on the 16th of

the month and work through the last working day of that month. (If the 16th falls on a weekend or holiday, accrual begins on the first working day thereafter).

Sick leave may not be accumulated during leave without pay when such leave totals ten or more days within a calendar month. When an employee is laid off due to budgetary reasons or curtailment of university activities and is reemployed by the university within six months, accrued sick leave may be restored.

Sick leave is granted on a basis of workdays and not calendar days. It is deducted from the employee's accrued sick leave in 15-minute increments. Non-workdays such as weekends and holidays falling within a period of sick leave are not charged as sick leave. Absence due to illness or disability is charged in the following order:

1. Earned sick leave;
2. Compensatory time;
3. Earned annual leave; then
4. Leave without pay.

If the employee is FMLA eligible and the need for leave qualifies for FMLA protection, the FMLA leave will run concurrently with the other forms of paid leave.

Employees who are absent from work due to a temporary occupational injury or illness and who are entitled to Workers' Compensation benefits may, upon proper application, utilize their accrued sick leave as a supplement to Workers' Compensation so as to receive weekly benefits from both sources equal to but not in excess of their normal weekly pay at the time of the injury or onset of illness. This option, when exercised, will reduce the employee's accrued sick leave on a basis proportional to the sick leave pay being claimed.

Maternity leave shall be treated as any other leave for sickness or disability. Upon return from maternity leave the employee will be given the same or comparable position to the one she occupied prior to the leave. The employee is expected to give her supervisor as much notice as possible prior to beginning maternity leave and at least two weeks' notice prior to returning to work.

## **CATASTROPHIC LEAVE**

ASU System maintains a catastrophic leave bank to assist employees during a catastrophic illness. In the event an employee is unable to work for a prolonged period of time due to severe illness, and upon exhaustion of all earned sick, annual, holiday, and compensatory leave time, the employee may apply to the leave bank for additional paid leave.

To be eligible to participate in the program, an employee must be classified as benefits eligible full time, have completed a minimum of two full years of service with ASU System institution, and have a minimum balance of 80 hours total annual and sick leave at the onset of the injury or illness. Employees working less than forty (40) hours are not eligible to participate.

For more information, please contact your Human Resources Department.

## CHILDREN'S EDUCATIONAL ACTIVITY LEAVE

Arkansas law provides for a specified number of hours of leave for the purpose of engaging in and traveling to or from the educational activities of a child. Leave may be taken in increments.

1. "Child" means

A. a person enrolled in pre-kindergarten through grade 12 who is of the following relation to a state employee:

i. Natural child;

ii. Adopted child;

iii. Stepchild;

iv. Foster child;

v. Grandchild; or

vi. Ward of the state employee by virtue of the state employee having been appointed the person's legal guardian or custodian; or,

vii. Any other legal capacity where the employee is acting as a parent for the child.

2. "Developmental disability" is defined as a disability of a person which:

A. Is attributable to:

i. An impairment of general intellectual functioning or adaptive behavior, including cerebral palsy, spina bifida, Down syndrome, epilepsy, or autism;

ii. Any other condition of a person found to be closely related to intellectual and developmental disability because the condition results in an impairment of general intellectual functioning or adaptive behavior similar to that of a person with an intellectual and developmental disability or requires treatment and services similar to that required for a person with an intellectual and developmental disability; or

iii. Dyslexia resulting from a disability described in subsection (2)(A)(i) or subsection (2)(A)(ii) of this section;

- B. Originates before the person attains twenty-two (22) years of age;
- C. Has continued or can be expected to continue indefinitely; and
- D. Constitutes a substantial impairment 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 sheltered employment or job training.

3. "Educational activity" means any school-sponsored activity, including without limitation:

- A. Attending a parent-teacher conference;
- B. Participating in school-sponsored tutoring of the child;
- C. Participating in a volunteer program sponsored by the school in which the child is enrolled;
- D. Attending a field trip with the child;
- E. Attending a school-sponsored program or ceremony in which the child is participating;
- F. Attending a graduation or homecoming ceremony in which the child is participating;
- G. Attending an awards or scholarship presentation in which the child is participating;
- H. Attending a parents' or grandparents' breakfast in which the child is participating;
- I. Attending a classroom party in which the child is participating;
- J. Attending a school committee meeting of the school in which the child is enrolled;
- K. Attending an academic competition in which the child is participating;
- L. Attending an athletic, music, or theater program in which the child is enrolled; and,
- M. Engaging in any of the activities listed above which are connected with a prekindergarten program.

4. "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.

Unused leave may not be carried over to the next calendar year and is not compensated to the state employee at the time of retirement. The supervisor must approve the leave before the leave may be taken. Leave shall be granted if the employee's time off will not interfere with the efficient operation of the office.



## **COURT AND JURY LEAVE**

Any employee who is subpoenaed as a witness or called as a juror shall be entitled to their regular compensation, in addition to any fees paid by the court for such services, and any absences from work for such purposes shall not be counted as annual leave.

Employees who choose to serve as expert witnesses shall be required to take annual leave for the time required for such testimony.

## **DISASTER SERVICE VOLUNTEER LEAVE**

Employees requesting leave to provide volunteer disaster assistance may be eligible for "Disaster Service Volunteer Leave." An employee of the ASU System who is trained and certified as a disaster service volunteer by the American Red Cross, whose specialized disaster relief services are requested by the Red Cross in connection with a disaster, and who obtains consent from the chancellor of their institution may be granted leave from work with pay for not more than 15 working days in any 12 month period to participate in specialized disaster relief, without loss of seniority, pay, annual leave, sick leave, compensatory time, offset time or overtime wages.

1. The employee is required to submit a copy of his or her certificate as a disaster service volunteer before leave may be granted.
2. The employee's institution shall compensate an employee granted leave under this section at the employee's regular rate of pay for those regular work hours during which the employee is absent from work.
3. Leave under this act shall be granted only for disaster relief services occurring within the State of Arkansas or for disaster relief services occurring within states contiguous to the State of Arkansas.
4. An employee deemed to be on leave under this Act shall not be deemed to be an employee of the State for purposes of workers' compensation.

## **EMERGENCY PAID LEAVE**

The Governor may authorize up to 40 hours of Emergency Paid Leave for those State employees who suffer loss of, or substantial damage to, their principal place of residence due to a natural disaster.

## **FAMILY AND MEDICAL LEAVE ACT**

The Family and Medical Leave Act (FMLA) provides time off for employees to care for family members or due to their own illness. To be eligible, employees must have been employed by their ASU System institution for a total of 12 months and have worked a total of 1,250 hours in the past 12 months.

FMLA leave is unpaid leave (meaning the employee does not receive any pay entitlement from this type of leave). ASU does require that the employee use any available sick leave, compensatory time, and/or annual leave, prior to being placed in unpaid leave status (meaning FMLA leave runs concurrent with any other leave).

The FMLA entitles eligible employees to a total of 12 work weeks of unpaid leave during any 12- month period for one of the following reasons:

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

At A-State, ASU-Mountain Home, ASU-Newport, and Henderson State University, the 12-month period is measured forward from the date the employee first takes FMLA leave. Using this measurement, an employee is entitled to 12 weeks of leave during the year beginning on the first date FMLA leave is taken; the next 12-month period begins the first time FMLA leave is taken after completion of any previous 12-month period.

At ASU Mid-South, ASU Three Rivers, and ASU-Beebe, the 12-month period is measured backward from the date an employee uses any FMLA leave, which is described in federal regulations as a "rolling" 12-month period. Using this measurement, each time an employee takes FMLA leave, the remaining leave entitlement is any balance of the 12 weeks that have not been used during the immediately preceding 12 months.

The FMLA also provides up to 26 workweeks of leave to care for a seriously injured or ill covered military service member and up to 12 workweeks of qualifying exigency leave for reasons related to the call to active duty of covered service member spouses, children, or parents.

**Serious Health Condition.** Generally, a serious health condition is defined as:

1. A condition which requires overnight hospitalization;
2. A condition which requires a minimum of three days of absence, with a doctor's visit and a continuing regimen of care; or
3. A chronic condition for which the employee or family member continues to receive care.

Conditions for which cosmetic treatments are administered, routine dental, orthodontic, or periodontal problems or illnesses such as cold, the flu, or upset stomach, are not ordinarily considered a serious health condition.

If an employee knows in advance that leave will be taken, the employee should notify the supervisor at least 30 days prior to leave, or as soon as practicable if the leave will begin in less than 30 days. A request for Family and Medical Leave form should be completed by the employee as soon as the employee knows the employee will be requesting time off for FMLA. A medical certification from the employee's doctor must also be submitted in a timely manner for leave that cumulatively exceeds five days. The supervisor may request that a recertification be submitted after a 30-day period.

If a supervisor learns that leave is for an FMLA purpose after leave has begun, the entire leave time may be counted as FMLA leave. An employee desiring to have a leave period designated as FMLA must so notify the supervisor within two business days of returning to work.

Only the amount of leave actually taken may be counted toward the 12 weeks of leave to which an employee is entitled. For example, if an employee requests FMLA for chronic health condition which requires that the employee see a specialist in Little Rock, the amount of time taken off for travel and the doctor's visit should be counted.

**Maternity.** An expectant mother may take FMLA leave before the birth of the child for prenatal care or doctor's visits or if her condition makes her unable to work.

An employee may request FMLA 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 the employee's attorney or doctor representing the birth parent, or submit to a physical examination.

After the birth or placement of a child for adoption or foster care, an employee may use any or all remaining leave time. The employee may not return on a part-time basis or intermittently take additional time after returning to work, unless the child is seriously ill, without supervisor's approval.

An employee may request intermittent or reduced-schedule leave 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.

Intermittent leave may be taken for a serious health condition which requires treatment by a health care provider intermittently rather than one continuous period of time.

Intermittent or reduced-schedule leave may be taken for absences where the employee or family member is incapacitated because of a chronic serious health condition even if the employee does not receive treatment by a health care provider (for example: asthma, diabetes, and epilepsy). In these cases, an employee is incapacitated only if the employee is unable to perform the essential functions of the position.

If spouses are both employed by an ASU System institution, they may take a combined total of 12 weeks to care for a newborn, newly adopted/foster child, or to care for the employee's parent with a serious health condition. They may use the balance of "their leave time for other FMLA situations. For example, if a husband and wife are both employed by the university and have a baby, the mother might take eight weeks of FMLA leave and the father might take four weeks. Together they have taken 12 weeks for the birth. The father may still take eight additional weeks within a one-year period for another FMLA situation. The mother may still use the additional four weeks for another FMLA situation.

FMLA allows leave for substance abuse only to undergo treatment by a healthcare provider and specifically excludes employee absence because of use of the substance. Stress qualifies as a serious health condition only if it rises to the level of mental illness or results in a physical illness.

All medical information gathered as a result of the serious health condition is considered confidential.

During the FMLA leave, benefits coverage will be continued. Employees who are placed on leave without pay status must make arrangements to pay any benefits premiums for which they are responsible.

Upon return from FMLA leave, an employee will be returned to the employee's original position or an equivalent position. If a medical certification was required, the employee will be required to provide a return to work certification. Return to work may be delayed if this certification is not provided.

The amount of FMLA time used by an employee will be recorded by your Human Resources Department.

## **LEAVE FOR BONE MARROW OR ORGAN DONATION**

The ASU System may grant an employee's written request for up to 30 days additional leave with pay to serve as a human organ donor. The ASU System may also grant up to seven days additional leave with pay to serve as a bone marrow donor. This leave will not affect paid leave accrual or time credited toward career service. The employee must provide their Human Resources department with written verification by the physician to perform the transplantation that the employee is to serve as a human organ or bone marrow donor. After the transplant, the employee must provide written verification by the physician performing the transplantation that the employee did serve as a human organ or bone marrow donor.

## **LEAVE OF ABSENCE WITHOUT PAY**

The ASU System may grant an employee's written request for a leave of absence without pay not to exceed six months unless granted in accordance with the provision for military leave. Leave without pay is not to be granted until all of the employee's accumulated annual leave has been exhausted and any employee on leave of absence without pay does not accumulate annual leave or receive pay for any legal holidays. An employee may continue with the insurance programs, provided arrangements have been made in advance with your Human Resources department for the employee to pay all applicable premiums.

Leave without pay will not be granted if approval would create an undue hardship on the employee's institution.

"Undue hardship" is defined as:

- An action requiring significant difficulty or expense when considered in relationship to such factors as 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 agency's operation and mission; or
- Financial difficulty and requests that are unduly extensive, substantial, or disruptive, or those that would fundamentally alter the nature of the operation of the institution.

ASU System will assess, on a case-by-case basis, whether a particular request for leave without pay would cause undue hardship. If an employee fails to return to work at the end of a period of leave without pay, the employee will be terminated.

## **MILITARY LEAVE FOR SERVICE-CONNECTED DISABILITIES**

All employees of ASU System 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 by the United States Department of Veterans Affairs to be reexamined or treated for the disability shall be entitled to a leave of absence with pay for a period not to exceed six (6) days for that purpose during any one (1) calendar year.

If an employee receives a leave of absence under this section, 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 of absence shall be in addition to the regular annual leave and sick leave allowed to 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, and life and disability insurance benefits and any other rights, privileges, and benefits to which he or she has become entitled.

For purposes of computations to determine whether the employee may be entitled to retirement benefits, the period of the leave of absence shall be deemed continuous service.

ASU System 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.

## **PROPORTIONATE PAY FOR MILITARY MEMBERS**

During the period that an employee of the ASU System is called into active duty, as a member of the National Guard or any of the reserve components of the armed forces by order of the President or the Governor, of an emergency nature for contingency for more than thirty (30) consecutive days, the employee shall be eligible for continued proportionate salary payments, which when combined with the employee's active duty pay, incentives, and allowances, except for uniform and clothing allowances, equal the amount that the employee would have otherwise received but for the employee's required active duty under the order of the President or the Governor.

Differential payments will be calculated and payable to the current active State employees only.

Terminated employees are not eligible for payments. However, if an employee's service terminated as a result of a disability incurred while on active duty, the employee is entitled to the payment.

If an employee becomes deceased while on active duty, the employee's beneficiary is entitled to the payment.

Payments dating back to September 11, 2001, to the present are to be paid as a onetime lump sum payment. Thereafter, if the employee is still on active duty, payments will be made on a bi-weekly basis.

Employees must provide a Leave and Earning Statement showing the employees' military pay or Form DD214 which indicates the date the employee was called to active duty and the date released from active duty.

Leave and Earning Statements for those currently on active duty, after the initial submission to payroll, need only be submitted thereafter when a pay change occurs. The payments will be subject to state and federal taxes.

Payments authorized will not be retirement eligible earnings at the time of payment and will not be reported to APERS, thus there will be no matching paid to APERS. When the employee returns to state service as an active state employee, the retirement service will be purchased for them by the university and the retirement matching will be paid at the time. If the employee is a member of the APERS contributory plan, the employee will pay the employee's contributions to APERS by personal payment. These contributions will not be tax deferred.

Benefit eligible, full-time employees who work forty (40) hours per week, who are members of the National Guard or any of the reserve branches of the US Armed Forces will be granted leave at the rate of fifteen (15) working days per calendar year, plus necessary travel time for annual training purposes. Up to fifteen (15) unused military leave days may be carried over to the succeeding year for a maximum of thirty (30) military leave days for military training purposes for that calendar year.

Military leave for annual training will be granted without loss of pay and shall be in addition to annual leave. Any employee volunteering for training in addition to annual training shall take annual leave for that elective training.

The employee must attach a copy of the employee's military orders to each request for military leave.

**Active Duty for Military Service:** A benefits eligible full-time employee who works forty (40) hours per week, 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.

**Active Duty for the Purpose of Specialized Training:** In cases where an employee volunteers or is ordered to active duty for the purpose of special training, the employee will be placed on leave without pay for the period of training unless the employee elects to use the employee's accrued annual leave. 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 the leave without pay period, and the annual leave accrual rate will be calculated as though there had been no period of absence.

When the employee is released from active duty, the employee shall be reinstated to the position vacated or an equivalent position for which the employee is qualified in the same agency or its successor in interest.

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) 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 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 shall, for purposes of computations to determine whether such persons may be entitled to retirement benefits, 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 university to remit the employer's contributions to update the employee's account.

Former employees returning to the university 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 four (4) years (or five (5), when re-enlistment was at the request of the military) will lose all re-instatement rights and will be considered a rehire. Military service time may be extended beyond the five (5) year period for reasons stated under federal law.

Benefits eligible full-time employees who work forty hours per week, who are called to active duty in emergency situations as declared by the Governor or President shall be granted leave with pay. The period of leave with pay for emergency active duty will not exceed 30 working days per calendar year. Periods beyond the 30 day limit may be charged to annual leave at the employee's option and if necessary, to leave without pay. If an employee's active duty in emergency situations begins in one calendar year and ends in the next calendar year and the employee is subsequently redeployed due to an emergency situation, the employee is eligible for 30 days paid leave in the new calendar year. To be eligible for emergency active military duty paid leave, the employee must be actively employed by the university 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.

# EMPLOYEE BENEFITS & SERVICES

The ASU System reserves the right to modify, amend, or terminate any benefit plan at any time and for any reason.

## ATHLETIC EVENTS

All ASU System employees may purchase season tickets to A-State athletic events for themselves and their immediate family at a reduced rate. Rates will be available preceding each athletic season. For information on ticket availability please contact the Human Resources department at A-State.

## BOOKSTORE

Some ASU System institutions are able to offer employee discounts in their institution's official bookstore. These discounts vary by institution. Please contact your Human Resources department for more information. Employees will be asked to show proof of employment on all purchases.

## EDUCATIONAL PRIVILEGES

ASU System benefits eligible employees, retired employees, their spouses and their unmarried dependent children (dependent children must be 23 years of age or less, unmarried, living at home or in a residence hall, and must be an identified dependent for IRS tax purposes on the annual tax form, or some other form of dependency documentation, such as divorce decree) may enroll for undergraduate studies for credit or for audit on a space-available basis at a 75% discount of tuition. For graduate level studies, these persons are eligible for a waiver of one-half tuition. Persons who receive the tuition discount will have any institution-sponsored scholarships adjusted accordingly. Persons who choose to accept a full-fee grant-in-aid or assistantship will be charged the regular tuition. Dependent tuition discounts will continue to be available after the death of a current benefits eligible employee or retiree of the ASU System. Not all courses are offered at discounted tuition rates. Please contact your Human Resources Department for information regarding tuition reductions.

## PROFESSIONAL DEVELOPMENT PROGRAM

The ASU System utilizes the Professional Development Program to recognize employees for professional development efforts. For additional information please contact your Human Resources department.

## STAFF DEVELOPMENT

ASU System employees are encouraged to take advantage of job enrichment opportunities to improve their effectiveness in their work and to promote their own career advancement.

All benefits employees who are scheduled to work forty (40) hours per week are eligible for educational enrichment opportunities, so long as it does not interfere with the efficient operation of the department, including the following:

1. With the approval of the supervisor, an employee may enroll in one course for up to 3 hours per week for credit or audit during the fall and/or spring semester during their regular workday (includes lunch hour).

2. With the approval of the supervisor, an employee may enroll in one course each summer term during the regular workday provided the employee takes two hours of vacation per class. This policy is waived for Admissions Counselors, who may take one three-hour course per summer term without taking vacation pay as the nature of their job prevents them from taking classes during their regular working hours during the fall and spring semester.
3. With acknowledgement of the immediate supervisor and upon verification of employment status by Human Resources, an employee may take up to the full class load allowed by the ASU System during hours outside of their regular workday.
4. The supervisor may exercise flexibility in determining an employee's work schedule. This flexibility must ensure the department's needs are met without reducing the number of hours in a regular workday.
5. To recognize employees for professional development, some campuses have developed professional development policies. For more information, please contact your Human Resources Department.

## **FITNESS RELEASE TIME BENEFIT**

ASU System employees may make use of a three (3) hour per week release time benefit for physical fitness purposes. This program is a year-round benefit and is available to fulltime, benefited employees. This benefit may not be used in conjunction with the educational benefit. Employees who wish to make use of this benefit should see their supervisor.

By utilizing the release time benefit, ASU System employees agree to the following:

1. Supervisors work with employees and set a time for their fitness activities that is beneficial to both the employee and the office. Employees and supervisors must have an understanding that fitness release time is limited to active participation in a physical fitness activity and is not to be used for any other purpose.
2. Supervisors are not required to keep a record of employee release time. All employees who want to participate should be considered trustworthy. Supervisors who choose to document their employee's release time may do so at their discretion.
3. If a supervisor determines that an employee is abusing this benefit, the supervisor can terminate the employee's participation for the term in the same manner that he or she would for abusing classroom participation.
4. Any injury that may occur during an employee's release time, as a result of participation in activities, or in transit to and from the activities, is not incurred in the course and scope of employment, or in the coming to or going from employment, and is therefore not covered by workers' compensation. By participating in the release time benefit, an employee personally accepts the responsibility of personal injury or property damage.

## **RETIREMENT BENEFITS**

Eligible employees may participate in the Teachers Insurance Annuity Association – College Retirement Equities Fund (TIAA-CREF) retirement plan.



## **EARLY RETIREMENT**

ASU System employees are eligible for retirement at age sixty-five (65). Employees between the ages of fifty-five (55) and sixty (60) shall become eligible for early retirement benefits in the calendar year in which the sum of their age and the number of years of continuous benefits eligible service to ASU System totals seventy (70).

Employees sixty (60) years of age and older are eligible for early retirement benefits in the calendar year in which they have at least ten (10) years of continuous benefits eligible service to ASU System.

Employees electing early retirement will receive benefits as set out in the ASU System Early Retirement Benefits Policy.

## **IDENTIFICATION CARD**

Employees will be issued an identification card. Upon termination, the ID card must be returned to the supervisor or your Human Resources Department before the last check will be released.

## **INSURANCE - COBRA**

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), continuation of medical coverage for up to 18 months, at the employee's expense, will be allowed for employees leaving the ASU System, their spouses and dependents, except those employees terminated for gross misconduct. Reduction in hours of employment that could cause coverage to cease is also considered as a qualifying event for continued coverage. Divorce, legal separation, loss of dependent child status, the covered employee's death or entitlement to Medicare, may also give a covered spouse and dependent children the right to elect continued coverage under COBRA for up to three years. In the event of termination of employment or a qualifying event that ends dependent coverage, continuation of coverage may be elected. Contact your Human Resources Department.

## **HEALTH PLAN**

All benefits eligible employees are eligible for participation in the ASU System health plan. The plan provides health benefits under the plan in which the employee is enrolled. The plan receives and maintains your medical information in the course of providing these health benefits to the employee. The plan hires a third-party administrator to help provide these benefits. These business associates also receive and maintain medical information in the course of assisting the plan. All statements of coverage are subject to the terms, conditions, restrictions and other eligibility requirements set forth in the plan document.

Changes in the coverage may be made during the annual open enrollment period or if you qualify for a Special Enrollment Period. Please contact your Human Resources department for more information.

## **INSURANCE - LIFE**

The ASU System provides life insurance for all benefits eligible employees and their eligible dependents at no cost to the employee. Please contact the department of Human Resources for requirements and benefit amounts. Employees may elect to apply for additional Supplemental Life Insurance and Dependent Life Insurance for an employee's spouse or children at the employee's expense.

## **INSURANCE - LONG-TERM DISABILITY**

The ASU System provides a long-term disability plan for benefits eligible employees who have completed the required 90 days of service. Application must be completed at the time of disability. Please contact your Human Resources department for requirements and benefit amounts.

## **FLEXIBLE BENEFITS PLAN (125)**

The Flexible Benefits Plan (125) is voluntary and enables employees to tax-shelter a portion of their income to pay for insurance premiums for family coverage or to redirect money into a spending account that can be used for medical expenses, or childcare.

## **INSURANCE - ADDITIONAL**

For a complete list of insurance options available to benefits eligible employees, visit the [“Employee Benefits”](#) section of the ASU System website.

## **LIFETIME PASS POLICY**

All faculty and staff members who have rendered 10 or more years of benefits eligible service to the university at the time of retirement shall be entitled to one free A-State general admission ticket to all athletic and university-sponsored events, with the exception of private or professional promotional events such as for-profit concerts, rodeos, ice shows, and other programs held in the First National Bank Arena or the Fowler Center. The retiree may purchase a ticket for his or her spouse at athletic events at the employee discount rate or elect to upgrade the general admission ticket they receive.

The lifetime pass policy is administered through the Office of the Associate Vice Chancellor for Finance and Administration on the A-State campus in coordination with individual campuses. This policy is effective with retirements after July 1, 1997. The policy will be reviewed annually and may be modified, amended, or terminated at any time and for any reason.

## **PARKING**

Staff members of ASU System campuses who choose to park a vehicle in an institution’s parking areas should contact the appropriate campus parking authorities for parking regulations or restrictions.

## **RE-EMPLOYMENT OF RETIREES**

Former employees who retired from the ASU System pursuant to the Early Retirement Incentive Program, Act 187 of 1987, may not be re-employed by the ASU System.

Any former employee who retired from the ASU System and is rehired shall be considered a new hire or a rehire and eligible for benefits including insurance, sick leave, annual leave, and career service bonus, consistent with state policy. Any former employee who retired from a state agency, institution, board, or commission and is rehired in an extra-help position is ineligible for benefits.

For additional information please contact your Human Resources department.

## **SAFETY**

It is the intention of the ASU System to provide safe and healthy working conditions and to establish and promote safe practices at all times by all employees. Any safety concern should be reported to your supervisor or the Human Resources Department.

## **EMERGENCY PROCEDURES**

All campuses have an Emergency Procedures Manual that will outline steps to be taken in case of fire, earthquake, bomb threat, explosion, chemical leak, tornado, campus evacuation, active shooters, and the campus warning system.

## **UNEMPLOYMENT BENEFITS**

ASU System employees are covered under the State Unemployment Compensation Act. Unemployment compensation will be paid if the person qualifies for benefits.

## **WEAPONS**

To the fullest extent allowed by Arkansas law, all weapons are prohibited on all campuses within the Arkansas State University System. Weapons include but are not limited to firearms, explosive devices, hazardous chemicals, (other than pocket-sized sprays used for personal protection) knives with blades longer than four inches, nun chucks, brass knuckles, tasers or other electrical stun devices, bows or cross bows, arrows, objects that propel projectiles, replicas of weapons (including water or toy guns), or any device or substance designed or used to inflict a wound, cause injury, or incapacitate. If a weapon is discovered, it will be confiscated and employees will be subject to disciplinary procedures, including termination and/or arrest. Arkansas law allows a concealed-carry licensee to possess a weapon in a publicly owned and maintained parking lot if the licensee is carrying a concealed handgun in his or her motor vehicle or has left the concealed handgun in his or her locked and unattended motor vehicle.

## **WORKERS' COMPENSATION BENEFITS**

The ASU System strives to maintain a safe and healthy environment for all employees. The ASU System provides Workers' Compensation benefits for employees who are injured during the course of work. To ensure that full benefits may be obtained, it is crucial that the employee notify the direct supervisor immediately following a work-related injury. The employee and the supervisor must complete all Workers' Compensation paperwork within twenty-four (24) hours of the initial injury. The employer will not be responsible for disability, medical or other benefits prior to receipt of the report of injury.

All medical work-related injuries/illnesses will be treated at medical facilities designated for the institution. For specific information on designated facilities, employees should contact their supervisor or the Department of Human Resources. Employees working at off campus sites are to seek medical care at the nearest facility and coordinate further care with the Department of Human Resources. All work-related injuries/illnesses must be reported immediately.

Accrued sick leave, if available, may be used to supplement Workers' Compensation benefits so that the

employee will receive normal pay. Therefore, all payments from Public Employees Claims Division for Workers' Compensation must be reported to the payroll office.

## **WORKPLACE VIOLENCE**

The ASU System observes a zero-tolerance policy regarding workplace violence. Fighting or other activities which may endanger the wellbeing of employees, students, or others may result in immediate termination of employment. Actions that create an environment that is threatening, violent, intimidating, hostile, or abusive will not be tolerated and must be immediately reported to a supervisor.

## **SHARED GOVERNANCE**

Staff employees in the ASU System participate in shared governance as established at some ASU System institutions. Please see your Human Resources department for information regarding shared governance at your institution.

# **STAFF GRIEVANCE PROCEDURES**

## **GRIEVANCE ISSUES**

The Staff Grievance Procedure applies only to alleged institutional error which affects the terms or conditions of that staff member's employment. Institutional error occurs when no legitimate reason exists for the action taken. Decisions which require the exercise of judgment or discretion cannot constitute institutional error. This procedure may be used for complaints alleging discrimination on the basis of protected status other than those which are governed by the Title IX (Sexual Harassment Discrimination) Grievance Procedure or the Other Sex-Based Discrimination Grievance Procedure. This procedure may also be used for allegations of discrimination, excluding those governed by the Title IX (Sexual Harassment Discrimination) Grievance Procedure or the Other Sex-Based Discrimination Grievance Procedure, taken against the staff member by students, employees, or third parties. Often, grievances can be reviewed and resolved through the informal discussion process. However, when a difference of opinion exists and the grievance remains unresolved, the issue should proceed through a more formal complaint procedure for a final decision.

All grievances will be investigated within the stated time frame to ensure prompt yet thorough action. The relevant institution's Human Resources department head will grant time adjustments only for extenuating circumstances. The ASU System will not discriminate against any person who has filed a grievance.

A grievance must be activated within sixty (60) days from the time the events leading to the complaint occurred.

## **INFORMAL DISCUSSIONS**

Initially, a staff person having a grievance should discuss the grievance with the immediate supervisor. It is the supervisor's responsibility to give an impartial, informal hearing; to make a complete investigation; and, if possible, to arrive at a resolution which is mutually agreeable. The supervisor is expected to reply orally to the staff member within ten (10) working days. If a mutually agreeable resolution is not reached within ten (10) working days after presentation of the grievance to the supervisor, the employee may submit a written complaint to the head of the department.

If the grievance involves the immediate supervisor and the employee does not feel comfortable discussing the situation with the supervisor, the employee may contact his or her Human Resources department.

## **WRITTEN COMPLAINT**

If the grievance is not solved through informal discussions, a written complaint should be submitted to the head of the department within ten (10) working days after a response is received from the supervisor. A grievance may be filed in the Human Resources department and, upon request, a staff person there will assist in the preparation of a complaint and explain the steps involved in the grievance procedure. The Human Resources department maintains files on all grievances and monitors their outcome once they have reached this level.

## **DEPARTMENT HEAD'S RESPONSE**

After receiving a written complaint, the department head has ten (10) working days to prepare a written response. In that time, the department head shall consult the supervisor involved, study all the pertinent facts, carefully examine any policies involved, discuss the issue with the employee and if possible, resolve the matter within the framework of existing university policy to the satisfaction of the employee and the supervisor. The employee and the Human Resources department should receive written notification of the department head's response to the complaint.

If the time period has expired without a response, or if a mutually agreeable resolution is not reached within this time period, the employee has ten (10) working days to submit a written complaint to the Staff Hearing Committee. This action should be forwarded through your Human Resources department with a copy of the notification sent to the department head.

## **STAFF HEARING COMMITTEE COMPOSITION**

The Staff Hearing Committee is made up of a pool consisting of no fewer than fourteen (14) and no more than twenty-one (21) members representing administrative, professional, clerical, and service/maintenance staff. Members are appointed by the chancellor and serve a two-year term with one half of the committee being replaced annually. The Chancellor of the campus appoints seven (7) of these members to review each case. The committee elects a chairman each year.

A member of Human Resources sits as an ex-officio, non-voting member of the Staff Hearing Committee, offering technical assistance on procedural and policy matters.

## **STAFF HEARING COMMITTEE FUNCTIONS**

The Staff Hearing Committee functions in a flexible and informal manner to determine whether institutional error has occurred and, if so, to recommend an appropriate corrective action. Complaints for Staff Hearing Committee review must be submitted to the Human Resources Department to be forwarded to the committee. The committee has twenty (20) working days to prepare a written response after it has received a complaint. All proceedings shall be in closed session and will not include the grievant, the party complained against, or other witnesses unless the Committee requests their oral testimony. In the event that oral testimony is requested, the grievant and the party complained against may be present and question the witnesses. Each party may have an advisor present during the testimony who may provide personal consultation but may not actively participate in the hearing. The parties must disclose to the Chair of the Staff Hearing Committee the identity of any advisor at least two (2) working days before any hearing. No audio or video recording is permitted.

In reviewing a case two options are open to the Committee:

1. It may find no institutional error has occurred and recommend that no further action be taken.
2. It may find that institutional error has occurred and recommend a remedy for a change in the term or condition of employment.

## **STAFF HEARING COMMITTEE FINDINGS**

In all instances the committee shall make a record of its findings, a statement of its conclusion, including the reason or policy criteria used in reaching a decision, and its recommendations for resolution of the grievance. The Committee decision shall be forwarded to the Chancellor of the campus for action. Copies will be filed with the Human Resources department as a part of the complaint record and sent to the grievant and the department head. Within ten (10) working days of receipt of the Committee recommendation, the Chancellor will accept or reject the Committee recommendation in writing after review of all file materials. The Chancellor's decision is final.

## **DOCUMENT COLLECTION**

When a grievance proceeding has been closed, all material relating to that case shall be retained on file in the Human Resources department for five years. Care will be taken to ensure that no incomplete or inaccurate information pertaining to the grievance is retained in the file. Grievance proceedings are considered confidential and no person involved with the grievance may make the documents public except as required by law.

# **TITLE IX (SEXUAL HARASSMENT DISCRIMINATION) GRIEVANCE PROCEDURE**

## **GRIEVANCE ISSUES**

The Title IX (Sexual Harassment Discrimination) Grievance Procedure applies only to allegations of Sexual Harassment Discrimination occurring in the United States and in an educational program or activity of any campus within the Arkansas State University System, which is made by a person participating in or attempting to participate in an educational program or activity of the campus. Sexual Harassment Discrimination refers specifically to allegations of Sexual Harassment under Title IX, Sexual Assault, Stalking, Domestic Violence, and Dating Violence, as those terms are defined below (collectively, "Sexual Harassment Discrimination").

Sexual Harassment under Title IX is defined as unwelcome gender-based verbal or physical conduct and occurs when:

1. Submission to, or toleration of, such conduct is made a term or condition of instruction, employment, or participation in other university activities;
2. Submission to, or rejection of, such conduct is used as a basis for employment or education decisions affecting the individual; or
3. Such conduct is severe, pervasive, and objectively offensive such that it has the effect of unreasonably interfering with an individual's education or employment performance.

Sexual Assault occurs when a person is subjected to an unwanted sexual act without consent. Sexual acts occur without consent when they are performed by force, in response to a threat, against a person's will, or where a person

is incapable of giving consent due to minority, intellectual impairment, or use of mind-altering substances such as drugs or alcohol.

Stalking is defined as engaging in a course of conduct directed at a specific person that would cause a reasonable person to (A) fear for his or her safety or the safety of others; or (B) suffer substantial emotional distress.

Domestic Violence is defined as felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Arkansas, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Arkansas.

Dating Violence is defined as violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship, and (iii) the frequency of interaction between the persons involved in the relationship.

## **REPORT OF SEXUAL HARASSMENT DISCRIMINATION**

Any employee, student, or visitor participating in or attempting to participate in an educational program or activity offered by a campus in the Arkansas State University System who believes he or she has been subjected to Sexual Harassment Discrimination should report the incident to the applicable campus's Title IX Coordinator utilizing the reporting form available on the Title IX web site for the campus. Employees with supervisory responsibilities including deans, vice chancellors, department chairs, faculty, student conduct personnel, human resources personnel, athletic administrators, coaches, and university police personnel must report incidents of Sexual Harassment Discrimination either observed by them or reported to them to the Title IX Coordinator. In the event the Sexual Harassment Discrimination allegation is against the Title IX Coordinator, the report form should be submitted to the Office of General Counsel. Reporting may be done by telephone, fax, email, or a hard copy communication, and may be submitted during or outside of business hours. In order to ensure timely investigation and remedy, a Sexual Harassment Discrimination grievance should be activated within sixty (60) days from the time the events leading to the complaint occurred as delay in reporting impedes the ability to achieve prompt resolution. Reports of Sexual Assault, Sexual Violence, Stalking, Domestic Violence, and Dating Violence will be reported to law enforcement authorities, if such a report is not prohibited by law.

Criminal investigations by any law enforcement agencies or investigations conducted under the Faculty, Staff, or Student Handbooks may occur simultaneously with a Title IX (Sexual Harassment Discrimination) grievance.

## **TITLE IX COORDINATOR'S RESPONSE**

1. Upon receipt of a report of an allegation of Sexual Harassment Discrimination, the Title IX Coordinator will contact the person alleged to have been subjected to the Sexual Harassment Discrimination (hereinafter referred to as a "Complainant") within two (2) business days. During the initial contact, the Title IX Coordinator shall notify the Complainant of available supportive measures with or without the filing of a formal complaint, the process for filing a formal complaint, and the potential code of conduct violations for knowingly providing false information. If the Complainant decides to file a formal complaint, the Complainant must submit a written and signed statement of the facts surrounding the allegations sufficient to allow the Title IX Coordinator to determine whether:

- a. the actions alleged to have occurred meet the definition of Sexual Harassment, Sexual Assault, Dating Violence, Domestic Violence, or Stalking;
- b. the actions alleged to have occurred were perpetrated against someone who was engaged in or attempting to engage in an educational activity or program offered by the campus;
- c. the actions alleged to have occurred were perpetrated by someone who is a student or employee of the campus, if the person's identity is known;
- d. the acts alleged to have occurred took place against a person located in the United States; and,
- e. the acts alleged to have occurred took place in a location or under circumstances over which the campus exercises substantial control, including but not limited to on campus buildings, buildings owned or operated by registered student organizations, or during off campus class events.

The formal complaint may be submitted electronically or in hard copy format. If the Complainant determines that he or she does not wish to pursue a formal complaint, the Title IX Coordinator shall assist the Complainant with appropriate continued supportive measures, and shall make a determination as to whether or not, based on the information that the Title IX Coordinator has at that time, the Title IX Coordinator will sign a formal complaint. The Title IX Coordinator shall only sign a formal complaint over the objection of a Complainant in the event that, based on the available facts at the time, failure to do so would be clearly unreasonable and would amount to deliberate indifference.

2. Following the receipt of the formal complaint, the Title IX Coordinator will send a Notice of Allegations to both the Complainant, and the person alleged to have perpetrated the sexual discrimination (hereinafter referred to as the "Respondent"). The Notice of Allegations will:
  - a. set forth the allegations outlined in the formal complaint;
  - b. advise the parties on the Title IX Grievance Procedure, including their right to not participate;
  - c. set forth the available supportive measures for the parties, which will be equitably available to each;
  - d. outline the availability of and describe the informal resolution procedure;
  - e. notify the parties that they have the right to have an advisor of their choice, who may but does not have to be an attorney, and that the advisor may attend but not directly participate in any meetings or interviews throughout the investigation;
  - f. notify the parties that they are required to have an advisor for the purposes of the hearing, and the availability of an advisor to be provided by the campus in the event that either party cannot obtain one;
  - g. state the standard of evidence used in the Title IX Grievance procedure is preponderance of the evidence;
  - h. state that the parties each have the right to inspect, review, and respond to all information and evidence gathered, which will be presented to the parties promptly after its receipt by the Title IX Coordinator or investigator;
  - i. inform the parties of the potential code of conduct violations that can be pursued in the event that a party knowingly gives false statements or evidence; and,
  - j. state clearly that the Respondent is presumed "not responsible" unless and until there is a finding of responsibility at the conclusion of the hearing.
  
3. Immediately following the issuance of the Notice of Allegations, the Title IX Coordinator will review the formal complaint to verify that the conduct complained of meets the definition of sexual harassment, sexual assault, domestic violence, dating violence, or stalking; that it occurred in the campus's education program or activity; and, it occurred against a person in the United States. Following the verification of this information, the Title IX Coordinator will take one of the following actions:



- a. If the allegations in the formal complaint fails to meet any of these requirements, it must be dismissed under the Title IX Grievance Procedure, but can be pursued under the Other Sex-Based Discrimination Grievance Procedure, of which the Title IX Coordinator shall advise the parties. The parties will be notified simultaneously in writing of this action.
  - b. If the formal complaint meets the requirements, but the Complainant requests in writing to withdraw the allegations or formal complaint; the Respondent is no longer enrolled or employed by the campus; or, specific circumstances prevent the Title IX Coordinator from gathering enough evidence to make a determination, the Title IX Coordinator may dismiss the Title IX investigation. In such an instance, the Title IX Coordinator shall notify both parties simultaneously in writing of the dismissal of the formal complaint, and the reason for the dismissal. Either party may appeal this dismissal to the Director of Human Resources (or the Director of Human Resource's direct supervisor, if the Director of Human Resources is also the Title IX Coordinator for the campus). The appeal must be transmitted within five business (5) days of the issuance of the decision by the Title IX Coordinator. The Director of Human Resources (or their supervisor, as applicable) shall review the decision, the rationale for the decision, and the appeal, and shall make the final determination as to whether the Title IX Discrimination Grievance shall be permitted to proceed to investigation, and shall transmit that decision, simultaneously and in writing, to both parties within five (5) business days of the receipt of the appeal.
  - c. If the formal complaint meets the requirements, and the investigation isn't dismissed as permitted or required in Section C.3., the formal complaint shall proceed to the investigation. If the formal complaint meets the requirement set forth in Section A. herein, the allegations of the formal complaint may only be addressed under the Title IX (Sexual Harassment Discrimination Grievance Procedure).
4. Within forty-five (45) business days after receipt of a formal complaint, the Title IX Coordinator, or investigator, will conduct a full and impartial investigation, considering all available inculpatory and exculpatory evidence, by: interviewing the complainant, the respondent, and any witnesses identified throughout the investigation; considering any expert testimony offered by either party; and, by reviewing any documentary evidence submitted by either party or obtained by the Title IX Coordinator or investigator.

The Title IX Coordinator or investigator will:

- a. not seek or consider any evidence which is protected by a legally acknowledged privilege without the written consent of the party who holds the privilege;
- b. not consider evidence of the Complainant's sexual history or predisposition, unless offered to prove that someone else committed the acts the Respondent is accused of, or specific incident between the Complainant and Respondent are offered to prove consent;
- c. make no credibility assessments based solely on a party's status as a complainant or respondent;
- d. provide any party requested to attend a meeting or interview with written notice of the day, time, location, invited participants, and purpose of the meeting or interview no less than two (2) business days in advance of the proposed meeting;
- e. make ongoing determinations, throughout the investigation, regarding the appropriateness of available supportive measures, such as: suspension from employment with or without pay; suspension from classes following an individualized determination that based upon the allegations the Respondent poses an immediate threat to a faculty member, staff member, or student; issuance of a no contact directive to both parties; reassignment of job duties; counseling; campus escort services; increased security and monitoring certain areas on campus; or, changing class or classroom assignments. If immediate action is required, the Title IX Coordinator shall work with the appropriate administrator to implement supportive measures.

5. After studying all the pertinent facts and documents, carefully examining any policies involved, and discussing the issue with the parties and witnesses, the Title IX Coordinator shall either:
  - a. propose an informal resolution procedure be utilized to the parties which, if accepted, shall be documented in writing, and, if successful, shall conclude the investigation, or, if unsuccessful, shall result in the investigation proceeding towards a formal hearing, with all informal resolution proceeding documents being maintained and submitted to the Hearing Committee: or,
  - b. gather all evidence collected throughout the investigation that is directly related to the allegations in the complaint and simultaneously submit, in electronic or hard copy, it to the parties and their advisors, if any. The parties shall have ten (10) business days to review and respond to all evidence provided. The Title IX Coordinator or investigator will review and consider the response(s) of the parties before completing its investigative report. The investigative report shall be a formal written report which sets forth:
    - i. the timeline of the investigation, beginning with the formal complaint, and includes all notices given, meetings or interview conducted, and communications received;
    - ii. the allegations contained in the formal complaint;
    - iii. the evidence relevant to the allegations gathered throughout the investigation; and,
    - iv. the specific form of sexual discrimination the Respondent is alleged to have engaged in.
6. Following the completion of the investigative report, the Title IX Coordinator will simultaneously submit, in electronic or hard copy, the investigative report to both parties and their advisors, if any. Both parties shall have a period of ten (10) business days to review the investigative report before the hearing date. Both parties have the option to submit a written response to the investigative report. The investigative report and any written responses by either party shall be submitted to the Title IX Hearing Committee.
7. Timelines may be extended by the Title IX Coordinator in extenuating circumstances and for good cause shown.
8. Allegations of sexual discrimination which meet the requirements of a Title IX offense and which are made by a student against a staff or faculty member shall not be resolved by the informal resolution procedure.

## **TITLE IX DISCRIMINATION HEARING COMMITTEE COMPOSITION**

The Title IX Discrimination Hearing Committee is composed of members selected by the Chancellor or the Chancellor's designee from the Academic Hearing Committee, the Student Conduct Hearing Committee, and the Staff Hearing Committee for that campus. The Title IX Discrimination Hearing Committee is composed of five (5) voting members, and one (1) ex-officio non-voting chair. A member of the Human Resources department or Human Resources' designee sits as an ex-officio, non-voting chair of the Title IX Discrimination Hearing Committee, making determinations of relevance, overseeing the orderly operation of the hearing, and offering technical assistance on procedural and policy matters. One (1) voting member of the Title IX Discrimination Hearing Committee shall be a student, one (1) shall be a faculty member, and one (1) shall be a staff member. One (1) voting member shall be selected so that his or her primary classification of student, faculty, or staff aligns with the primary classification of the Complainant, and one (1) voting member shall be selected so that his or her primary classification aligns with the primary classification of the Respondent. The Title IX Discrimination Hearing Committee shall have specific training on sexual discrimination under Title IX, and the Arkansas State University System Title IX policy and Title IX Grievance Procedure.

## **TITLE IX DISCRIMINATION HEARING COMMITTEE FUNCTIONS**

The Title IX Discrimination Hearing Committee shall review the investigative report of the Title IX Coordinator, the responses to the investigative report by the party(ies), the inculpatory and exculpatory evidence (that being both evidence which proves and evidence which disproves statements or allegations made by a witness or party) relevant to the allegations gathered by the Title IX Coordinator or investigator, any live testimony offered by the party(ies) and/or witnesses, and any evidence offered by the party(ies) to determine, based on the preponderance of the evidence, whether the Respondent is responsible for a violation of the Title IX policy, and, if so, to recommend an appropriate action to end the discrimination, prevent its recurrence, and remove its effects on the Complainant and the University community.

Each party shall be represented by an advisor, who may but does not have to be an attorney. The advisor will directly participate in the hearing, and question witnesses on the respective party's behalf. If either party is unable to obtain an advisor, the campus will provide a pool of advisors who have been trained on Title IX from which the party may select an advisor. A party who needs the campus to provide them with an advisor shall give notice to the campus no less than five (5) business days prior to the hearing so availability may be determined and the selected advisor can have an opportunity to review all relevant materials. If a party appears at the hearing without an advisor, and without having given notice of his or her need for an advisor, the campus will assign an advisor who is trained on Title IX, and who is selected by the campus based on availability. In the event that either party's advisor hinders the ability to conduct the hearing in an orderly fashion, that advisor may be removed from the hearing by the Chair of the Hearing Committee, and shall be replaced by an advisor to be provided by the campus.

The entirety of the hearing will be recorded by the Chair of the Hearing Committee, and conducted in closed session. At the request of either party, or in the discretion of the Chair of the Hearing Committee, the parties may be located in separate physical locations, but by use of appropriate technology shall be able to simultaneously see and hear each other and the Hearing Committee, and be seen and heard by the Hearing Committee.

During the course of the hearing, the Hearing Committee will call the witnesses interviewed during the investigation for testimony, and each party's advisor shall be permitted to question those witnesses. Both parties shall be permitted to offer an opening statement, and to testify and offer witnesses, including expert witnesses, to testify. In the event that either party wishes to call witnesses, they will disclose the identity of the witnesses to the Chair of the Hearing Committee no less than two (2) business days prior to the hearing. The Chair of the Hearing Committee will notify each party of the witnesses the other party intends to call. Testimony shall be elicited through direct and cross-examination by both parties, acting by and through their respective advisors, and the Hearing Committee. The Hearing Committee shall draw no inferences based on a party's or witness's refusal to testify. Each party shall be permitted to present evidence for the Hearing Committee's consideration. All evidence collected by the Title IX Coordinator or investigator throughout the investigation will be presented to the Hearing Committee, and both parties shall have the right to utilize the evidence as part of their presentation to the Hearing Committee. Both parties shall have the opportunity to offer a closing statement.

## **TITLE IX DISCRIMINATION HEARING COMMITTEE FINDINGS**

Within twenty (20) business days of the conclusion of the hearing, the Hearing Committee shall issue a written decision which will be simultaneously sent to both parties and their advisors by the Chair of the Hearing Committee. The written decision shall include:

1. the timeline of the investigation, beginning with the formal complaint and including all notices, interviews, communications, and the hearing date;
2. the finding of facts from the evidence and testimony presented at the hearing in support of the determination

regarding responsibility;

3. the Hearing Committee's determination regarding responsibility based on the preponderance of the evidence;
4. the rationale for the determination regarding responsibility, including the application and analysis of the testimony and evidence presented to the Hearing Committee to Title IX policy to the allegations contained in the formal complaint for each alleged violation contained in the formal complaint;
5. any disciplinary or remedial sanctions to be imposed, which may be up to and including suspension or expulsion, as appropriate;
6. a statement that each party has the right to appeal the decision of the Hearing Committee within five (5) business days on the bases of: procedural irregularity that affected the outcome: new evidence not reasonably available at the time of the Hearing Committee's determination that could affect the outcome; and/or, bias or conflict of interest on the part of the Title IX Coordinator, investigators, or Hearing Committee; and,
7. a statement that the standard of evidence used in the appeal shall be the preponderance of the evidence.

### **TITLE IX DISCRIMINATION APPEAL COMMITTEE PROCEDURE**

1. Either party shall have five (5) business days following the issuance of the Hearing Committee's written decision to submit an appeal. Either party may appeal on the basis of:
  - a. procedural irregularity that affected the outcome;
  - b. new evidence not reasonably available at the time of the Hearing Committee's determination that could affect the outcome; and/or,
  - c. bias or conflict of interest on the part of the Title IX Coordinator, investigator, or Hearing Committee.
2. The letter of appeal shall be submitted to the Chair of the Hearing Committee, and shall set forth the specific basis or bases for the appeal, and all facts, evidence, and a statement in support of the basis or bases of appeal.
3. Any letter of appeal shall be transmitted to the other party by the Chair of the Hearing Committee, and that party shall have two (2) business days to respond, in writing, to the contents of the letter of appeal. Any response shall be presented by the Chair of the Hearing Committee to the appealing party, who shall have two (2) business days to respond. Any response by the appealing party shall be presented by the Chair of the Hearing Committee to the other party, who shall have two (2) business days to respond. The letter of appeal, all responses to the same, the Hearing Committee's written decision, the Title IX investigative report, and the recording of the hearing (hereinafter referred to as the "Appeal Packet") will be presented by the Chair of the Hearing Committee to the Title IX Discrimination Appeal Committee for consideration.
4. The Title IX Discrimination Appeal Committee shall be comprised of one (1) student, one (1) faculty member, and (1) staff member selected by the Chancellor or the Chancellor's designee. Each member shall have specific training on sexual discrimination under Title IX, and the Arkansas State University System Title IX policy and Title IX Grievance Procedure. No member of the Hearing Committee may serve on the Appeal Committee for the same formal complaint. The Title IX Appeal Committee shall convene in closed session to consider the Appeal Packet. The Appeal Committee shall use the preponderance of the evidence basis in making its determination on the basis for appeal.

Within ten (10) business days of the receipt of the Appeal Packet, the Appeal Committee shall issue a written recommendation. The Appeal Committee can recommend either that:

- a. the bases of appeal are not supported by the Appeal Packet and confirm the decision of the Hearing Committee; or,
- b. the bases of appeal are supported by the Appeal Packet, and:

- i. overturn the decision of the Hearing Committee, or
  - ii. confirm the finding of the Hearing Committee but modify the sanctions or remedial measures ordered by the Hearing Committee.
5. The written recommendation shall state the recommendation of the appeal, and the rationale for the recommendation. The Appeal Committee shall transmit its written decision to the Chancellor. The Chancellor shall have ten (10) business days to review the Appeal Packet and the written recommendation of the Appeal Committee, and issue a written decision accepting or rejecting the recommendation of the Appeal Committee. The Chancellor's decision is final.

## **DOCUMENT COLLECTION**

When a Title IX discrimination grievance proceeding has been closed, all materials relating to that case shall be retained on file by the Title IX Coordinator for seven (7) years. Care will be taken to ensure that no incomplete or inaccurate information pertaining to the grievance is retained in the file. Title IX discrimination grievance proceedings are considered confidential and no person involved with the grievance may make the documents public except as required or permitted by law.

## **RETALIATORY ACTION PROHIBITED**

Retaliation against a person who files a charge of discrimination, participates in an investigation, refuses to participate in an investigation, or opposes an unlawful employment practice is prohibited by law and the ASU System. Any person who needs further explanation or who believes he or she has been retaliated against in connection with a Title IX (Sexual Harassment Discrimination) grievance should contact their campus Title IX Coordinator.

# **OTHER SEX-BASED DISCRIMINATION GRIEVANCE PROCEDURE**

## **GRIEVANCE ISSUES**

The Other Sex-Based Discrimination Grievance Procedure applies to all allegations of sex-based discrimination that are not covered by the Title IX (Sexual Harassment Discrimination) Grievance Procedure. "Other Sex-Based Discrimination" includes, but is not limited to:

1. Allegations of discrimination on the basis of sex that do not involve allegations of sexual harassment or sexual violence;
2. Allegations of sexual harassment or sexual violence that cannot proceed under the Title IX (Sexual Harassment Discrimination) Grievance Procedure because:
  - a. The allegations do not meet the specific definitions of Sexual Harassment under Title IX, Sexual Assault, Stalking, Domestic Violence, or Dating Violence applicable to the Title IX (Sexual Harassment Discrimination) Grievance Procedure;
  - b. The acts alleged to have occurred took place against a person located outside of the United States; or
  - c. The acts alleged to have occurred took place outside of a location over which the campus exercises substantial control or under circumstances over which the campus lacked substantial control;

3. Allegations of retaliation for reporting or participating in the investigation of any claim of sex-based discrimination; and
4. Allegations of any activity prohibited by 34 C.F.R. § 106.31(b).

The following types of allegations are not grievable under this Other Sex-Based Discrimination Grievance Procedure:

1. Allegations that are subject to the Title IX (Sexual Harassment Discrimination) Grievance Procedure; and
2. Allegations of actions permitted by 34 C.F.R. § 106.14.

## **REPORT OF OTHER SEX-BASED DISCRIMINATION**

Any employee, student, or visitor participating in or attempting to participate in an educational program or activity offered by a campus in the Arkansas State University System who believes he or she has been subjected to Other Sex-Based Discrimination should report the incident to the applicable campus's Title IX Coordinator utilizing the reporting form available on the Title IX web site for the campus. Employees with supervisory responsibilities including deans, vice chancellors, department chairs, faculty, student conduct personnel, human resources personnel, athletic administrators, coaches, and university police personnel must report incidents of Other Sex-Based Discrimination either observed by them or reported to them to the Title IX Coordinator. In the event the Other Sex-Based Discrimination allegation is against the Title IX Coordinator, the report form should be submitted to the ASU System Office of General Counsel. Reporting may be done by telephone, fax, email, or a hard copy communication, and may be submitted during or outside of business hours. In order to ensure timely investigation and remedy, an Other Sex-Based Discrimination grievance should be activated within sixty (60) days from the time the events leading to the complaint occurred, as delay in reporting impedes the ability to achieve prompt resolution. Reports of sexual violence will be reported to law enforcement authorities, if such a report is not prohibited by law.

Criminal investigations by any law enforcement agencies or investigations conducted under the Faculty, Staff, or Student Handbooks may occur simultaneously with an Other Sex-Based Discrimination grievance.

## **TITLE IX COORDINATOR'S RESPONSE**

1. Upon receipt of a report of an allegation of Other Sex-Based Discrimination, the Title IX Coordinator will contact the person alleged to have been subjected to the Other Sex-Based Discrimination (hereinafter referred to as a "Complainant") within two (2) business days. During the initial contact, the Title IX Coordinator shall notify the Complainant of available supportive measures with or without the filing of a formal complaint, the process for filing a formal complaint, and the potential code of conduct violations for knowingly providing false information.

The formal complaint may be submitted electronically or in hard copy format. If the Complainant determines that he or she does not wish to pursue a formal complaint, the Title IX Coordinator shall assist the Complainant with appropriate continued supportive measures, and shall make a determination as to whether or not, based on the information that the Title IX Coordinator has at that time, the Title IX Coordinator will sign a formal complaint. The Title IX Coordinator shall only sign a formal complaint over the objection of a Complainant in the event that, based on the available facts at the time, failure to do so would be clearly unreasonable and would amount to deliberate indifference.

2. Following the receipt of the formal complaint, the Title IX Coordinator will send a Notice of Allegations to both the Complainant, and the person alleged to have perpetrated the Other Sex-Based Discrimination (hereinafter referred to as the “Respondent”). The Notice of Allegations will:
  - a. set forth the allegations outlined in the formal complaint;
  - b. advise the parties on the Other Sex-Based Discrimination Grievance Procedure, including their right to not participate;
  - c. set forth the available supportive measures for the parties, which will be equitably available to each;
  - d. outline the availability of and describe the informal resolution procedure;
  - e. notify the parties that they have the right to have an advisor of their choice, who may but does not have to be an attorney, and that the advisor may attend but not directly participate in any meetings or interviews throughout the investigation;
  - f. notify the parties that they are required to have an advisor for the purposes of the hearing, and the availability of an advisor to be provided by the campus in the event that either party cannot obtain one;
  - g. state the standard of evidence used in the Other Sex-Based Discrimination Grievance Procedure is preponderance of the evidence;
  - h. state that the parties each have the right to inspect, review, and respond to all information and evidence gathered, which will be presented to the parties promptly after its receipt by the Title IX Coordinator or investigator;
  - i. inform the parties of the potential code of conduct violations that can be pursued in the event that a party knowingly gives false statements or evidence; and,
  - j. state clearly that the Respondent is presumed “not responsible” unless and until there is a finding of responsibility at the conclusion of the hearing.
3. Immediately following the issuance of the Notice of Allegations, the Title IX Coordinator will review the formal complaint to verify that the conduct complained of is grievable under this Other Sex-Based Discrimination Grievance Procedure.
4. Within forty-five (45) business days after receipt of a formal complaint, the Title IX Coordinator, or investigator, will conduct a full and impartial investigation, considering all available inculpatory and exculpatory evidence, by: interviewing the Complainant, the Respondent, and any witnesses identified throughout the investigation; considering any expert testimony offered by either party; and, by reviewing any documentary evidence submitted by either party or obtained by the Title IX Coordinator or investigator.

The Title IX Coordinator or investigator will:

- a. not seek or consider any evidence which is protected by a legally acknowledged privilege without the written consent of the party who holds the privilege;
- b. not consider evidence of the Complainant’s sexual history or predisposition, unless offered to prove that someone else committed the acts the Respondent is accused of, or specific incident between the Complainant and Respondent are offered to prove consent;
- c. make no credibility assessments based solely on a party’s status as a complainant or respondent;
- d. provide any party requested to attend a meeting or interview with written notice of the day, time, location, invited participants, and purpose of the meeting or interview no less than two (2) business days in advance of the proposed meeting;
- e. make ongoing determinations, throughout the investigation, regarding the appropriateness of available supportive measures, such as: suspension from employment with or without pay; suspension from classes following an individualized determination that based upon the allegations the

Respondent poses an immediate threat to a faculty member, staff member, or student; issuance of a no contact directive to both parties; reassignment of job duties; counseling; campus escort services; increased security and monitoring certain areas on campus; or, changing class or classroom assignments. If immediate action is required, the Title IX Coordinator shall work with the appropriate administrator to implement supportive measures.

5. After studying all the pertinent facts and documents, carefully examining any policies involved, and discussing the issue with the parties and witnesses, the Title IX Coordinator shall either:
  - a. propose an informal resolution procedure be utilized to the parties which, if accepted, shall be documented in writing, and, if successful, shall conclude the investigation, or, if unsuccessful, shall result in the investigation proceeding towards a formal hearing, with all informal resolution proceeding documents being maintained and submitted to the Hearing Committee; or
  - b. gather all evidence collected throughout the investigation that is directly related to the allegations in the complaint and simultaneously submit, in electronic or hard copy, it to the parties and their advisors, if any. The parties shall have ten (10) business days to review and respond to all evidence provided. The Title IX Coordinator or investigator will review and consider the response(s) of the parties before completing its investigative report. The investigative report shall be a formal written report which sets forth:
    - i. the timeline of the investigation, beginning with the formal complaint, and includes all notices given, meetings or interview conducted, and communications received;
    - ii. the allegations contained in the formal complaint;
    - iii. the evidence relevant to the allegations gathered throughout the investigation; and,
    - iv. the specific form of sexual discrimination the Respondent is alleged to have engaged in.
6. Following the completion of the investigative report, the Title IX Coordinator will simultaneously submit, in electronic or hard copy, the investigative report to both parties and their advisors, if any. Both parties shall have a period of ten (10) business days to review the investigative report before the hearing date. Both parties have the option to submit a written response to the investigative report. The investigative report and any written responses by either party shall be submitted to the Title IX Hearing Committee.
7. Timelines may be extended by the Title IX Coordinator in extenuating circumstances and for good cause shown.
8. Allegations of sexual discrimination which meet the requirements of a Title IX offense and which are made by a student against a staff or faculty member shall not be resolved by the informal resolution procedure.

## **OTHER SEX-BASED DISCRIMINATION HEARING AND APPEALS PROCESS**

Once the Other Sex-Based Discrimination grievance is ripe for a hearing, the grievance shall be heard by the Title IX Hearing Committee established under the Title IX (Sexual Harassment Discrimination) Grievance Procedure. In the case of a hearing under this Other Sex-Based Discrimination Grievance Procedure, the Title IX Hearing Committee shall be responsible for determining, based on the preponderance of the evidence, whether the Respondent is responsible for committing an Other Sex-Based Harassment violation, and, if so, to recommend an appropriate action to end the discrimination, prevent its recurrence, and remove its effects on the Complainant and the university community.

The hearing and appeals process shall follow the same processes outlined in the Title IX (Sexual Harassment Discrimination) Grievance Procedure.



## **DOCUMENT COLLECTION**

When an Other Sex-Based Discrimination grievance proceeding has been closed, all materials relating to that case shall be retained on file by the Title IX Coordinator for seven (7) years. Care will be taken to ensure that no incomplete or inaccurate information pertaining to the grievance is retained in the file. Other Sex-Based Discrimination grievance proceedings are considered confidential and no person involved with the grievance may make the documents public except as required or permitted by law.

## **RETALIATORY ACTION PROHIBITED**

Retaliation against a person who files a charge of discrimination, participates in an investigation, refuses to participate in an investigation, or opposes an unlawful employment practice is prohibited by law and the ASU System. Any person who needs further explanation or who believes he or she has been retaliated against in connection with an Other Sex-Based Discrimination grievance should contact their campus Title IX Coordinator.

## **INTERNET CODE OF CONDUCT**

Information Technology Resources may be used only for their authorized purposes -- that is, to support the research, education, administrative, and other functions of the ASU System. The particular purposes of any IT resource as well as the nature and scope of authorized, incidental personal use, may vary according to the duties and responsibilities of the user. All employees must comply with the System Appropriate Use of Information & Technology Resources Policy.

## **AT-WILL EMPLOYMENT REAFFIRMED**

The ASU System Staff Handbook does not constitute a contract for employment with the ASU System or any of its member institutions, either express or implied, and the ASU System reserves the right at any time to change, delete, or add to any of the provisions at its sole discretion. Furthermore, the provisions of this handbook are designed by the ASU System to serve as guidelines rather than absolute rules, and exceptions may be made from time to time on the basis of particular circumstances.

Employment with ASU System is at-will. Either you or your ASU System institution may terminate the employment relationship at any time, with or without cause. The at-will relationship remains in full force and effect notwithstanding any statements to the contrary made by ASU System or institution employees or set forth in any documents. This ASU System Staff Handbook supersedes all previous staff handbooks and management memos which may have been issued on subjects covered herein.

***Revised December 2023***