

Radford University

**PERSONNEL
INFORMATION
MANUAL**

Personnel Information Manual

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RADFORD UNIVERSITY

PERSONNEL INFORMATION MANUAL

1. BENEFITS AND RELATED INFORMATION

1.1 EMPLOYEE ASSISTANCE PROGRAM (EAP) (Added July 1, 2001)

Counseling and referral for employees having personal problems such as alcohol, substance abuse, marital or family difficulties, financial problems, and mental and medical disorders are available through the employee's health care provider. Employees enrolled in the COVA Care health care plan may access this coverage by contacting Value Options. Services are also available to dependents. The toll-free number is 1-866-725-0602.

1.2 FAMILY AND MEDICAL LEAVE

University employees may be eligible for up to 12 weeks (480 hours) per calendar year of unpaid, job-protected leave if they have been employed for one year and have worked at least 1250 hours during the 12 months preceding the effective date of the leave. This leave is granted to care for the employee's child after birth, placement, adoption, or foster care; to care for the employee's spouse, child, or parent who has a serious health condition; or for a serious health condition that makes the employee unable to perform his/her job. Eligibility will be reviewed every calendar year. Medical re-certification may be required. The employee's health insurance is continued during the leave provided the employee continues to pay the employee portion of the premium amount. State policy permits employees who are approved for FMLA leave to use up to one-third of their personal sick leave hours held at the beginning of the FMLA leave.

1.3 FLEXIBLE REIMBURSEMENT ACCOUNTS

Flexible Reimbursement Accounts are voluntary plans, which qualify for payroll deduction on a pre-tax basis. Two types of Flexible Reimbursement Accounts are available:

1.3.1 Medical Reimbursement Account (Added July 1, 2001)

Employees can establish a medical reimbursement account to pay certain out-of-pocket medical expenses for themselves and qualified dependents on a pre-tax basis. Employees are eligible to establish a medical reimbursement account after six-months of employment. Employees must enroll during the 5th month of employment with an effective date the first day of their 6th month of employment.

1.3.2 Dependent Care Account

Employees can establish a dependent care account to pay for the care of qualified dependents on a pre-tax basis. Employees are eligible to establish a dependent care account on the first day of their first full month of employment.

1.4 HEALTH CARE COVERAGE (Revised July 1, 2004)

Group health insurance is available through the Commonwealth of Virginia. Anthem Blue Cross and Blue Shield offers the COVA Care plan, and the plan includes basic dental coverage and a prescription drug program. Under the plan, the employee may choose one of three types of membership: Employee Only, Employee Plus One, or Family Coverage.

A hospital pre-admission review or review within 48 hours following an emergency admission is required.

Additional coverage options such as Out-of-Network, Expanded Dental, and Vision, and Hearing coverage may be added for an additional charge. The health plan administrators and contact telephone contact numbers are:

COVA Care Medical, Vision and Hearing

Anthem Blue Cross and Blue Shield 1-800-552-2682

COVA Care Behavioral Health and Employee Assistance Program (EAP)

Value Options, Inc. 1-866-725-0602

COVA Care Dental Benefits

Delta Dental Plan of Virginia 1-888-335-8296

COVA Care Prescription Drug Program

Medco Health Solutions, Inc.

1-800-355-8279

Details on your health coverage may be found in the member handbook or on the Web at www.dhrm.virginia.gov.

The selected plan is effective the first day of the month following the receipt of the enrollment form in the Human Resource office. Changes in coverage are made during an open enrollment period or when a qualifying event has occurred. Marriage, divorce, death, adoption or birth of a child, and termination of spouse's health care coverage due to termination of employment or employer discontinuing coverage are qualifying events which allow membership changes if application is made within 31 days of the event.

Extended health care coverage is available to employees and/or spouses or dependents when coverage is lost due to a qualifying event such as loss of dependent status, divorce, termination of employment, etc. Enrollment must occur within 60 days of the qualifying event. Contact Human Resources for further details.

Under the provisions of the Health Insurance Portability and Accounting Act (HIPAA), upon termination, separating employees and dependents will be provided a Certificate of Coverage indicating prior group health care coverage, if applicable.

1.5 IDENTIFICATION CARDS

All salaried University employees and temporary or part-time faculty with appointments for at least one semester are eligible for free employee identification (ID) cards. Current ID cards allow an employee and his/her eligible dependents access to University recreational facilities during evenings and weekends when school is in session; full use and borrowing privileges for materials from McConnell Library; and admission to athletic events and cultural activities, either free of charge or at a reduced rate. ID cards will become invalid with the termination of employment.

1.6 LIFE INSURANCE

1.6.1 Group Life Insurance

The state provides group term life insurance coverage at no cost to the employee. The amount of coverage is twice the employee's annual salary, rounded to the nearest 1,000 for natural death and four times the rounded annual salary for accidental death. This insurance is provided without a medical examination. This group life coverage ceases upon termination of employment. The group policy may be converted to an individual policy within 31 days of termination.

1.6.2 Optional Life Insurance (Added July 1, 2001)

Active employees eligible for group life insurance may also participate in the Optional Life and Accidental Death and Dismemberment Plan. Insurance may be purchased for the employee, spouse, and children. Premiums are based on low group rates and are paid through payroll deduction. Enrollment forms completed within 31 days of hire date assure the participant will receive a minimum level of coverage without evidence of good health. Participants with at least 5 years of coverage may continue benefits into retirement at group rates.

1.7 LONG-TERM CARE INSURANCE (Added July 1, 2000)

The Commonwealth of Virginia offers long-term care insurance to eligible state employees with coverage available for their spouses, parents, parents-in-law, and to state retirees (if purchased before retirement date) and their spouses through Aetna U.S. Healthcare. Long-term care refers to a wide range of personal care, health care, and social services for people of all ages who can no longer care for themselves. Eligible employees may choose among several benefit options.

Information can be obtained from Aetna by calling 877-894-2470 or by visiting their Web site at <http://www.aetnaushc.com/custom/group/commonwealthva/>.

1.8 PARKING TAGS

All faculty, staff and students wishing to park vehicles on University property must purchase a parking tag. New tags will be available during August and will be valid for one year. Faculty and staff receive a complimentary parking tag beginning with the year they attain 30 years of state service by September 1. A detailed explanation of parking rules and regulations is available from Parking Services. Faculty and staff parking on campus should familiarize themselves with these regulations. Parking Services is located in Walker Hall and may be reached at extension 6244.

1.9 RETIREMENT PLANS

All full-time, salaried classified employees are enrolled in the Virginia Retirement System when employed. Faculty members, at the time of employment, must make an irrevocable choice between participation with the Virginia Retirement System (VRS) or an Optional Retirement Plan (ORP).

1.9.1 Virginia Retirement System (VRS)

The Virginia Retirement System (VRS) is a defined benefit plan. Retirement benefits are determined by years of service and the average of the highest 36 consecutive months of salary. At retirement, several annuity options are available. Five years of service is required to be vested. Full contribution is paid for the employee by the state. The earliest an employee can retire is age 50 with at least 10 years of service credit. Full annuity benefits are available upon attaining 30 years of service and age 50, or upon attaining age 65.

1.9.2 Optional Retirement Plan Options (ORP)

Optional Retirement Plans are available through the following companies: Fidelity Investments and TIAA-CREF. Optional retirement plans are defined contribution plans. Full contributions are made for the employee by the University at a fixed rate of 10.4%. Individuals participating in an ORP are immediately vested. Employees may change from one ORP company to another once a year during an open enrollment period.

1.10 TAX SHELTERED INVESTMENTS

1.10.1 Tax Deferred Annuities

Tax-deferred annuities are offered by a number of companies participating in the voluntary payroll deduction program administered by the Commonwealth's third party administrator, Fringe Benefits Management Company. An administrative fee is paid by each participating company or by the employee. A list of approved companies is available from Human Resources. The amount contributed to any of these plans is not taxed currently for state and federal income tax purposes. Tax liability is deferred until funds are withdrawn after retirement or age 59 ½.

1.10.2 Deferred Compensation Plan (457)

The University will make payroll deductions for the Commonwealth of Virginia's Deferred Compensation Plan. This plan is a defined contribution pension plan where the participant assumes the investment risk. The minimum an employee may contribute is \$10 per pay period. There is no loan provision in this plan and hardship withdrawals are more restrictive than 403(b) plans.

1.10.3 Cash Match Plan (Added April 1, 2000)

Employees who make a contribution to a 403(b) tax deferred annuity or 457 deferred compensation plan are eligible to participate in the Commonwealth of Virginia's Cash Match Plan. Employees must have an account with a company, which is participating

with both the Commonwealth's third party provider and the cash match program. Employees will receive the lesser of \$20 or 50% of their contribution each pay period.

1.11 U.S. SAVINGS BONDS

United States Savings Bonds are available through the payroll deduction plan. Deductions may be initiated at any time.

1.12 VIRGINIA CREDIT UNION

The Credit Union offers a full line of services for state employees. All or part of a payroll check may be deposited. Services include quickline telephone computer response for account transfers and balance information, checking accounts, savings accounts, Christmas Club accounts, loans, Visa or MasterCard membership rates, certificates of deposit, money market certificates, etc. Membership applications are available in Human Resources.

1.13 WORKERS' COMPENSATION

Employees are covered under the Virginia Workers' Compensation Act for payment of medical bills and compensation for loss of pay incurred as a result of injuries received on the job or on official University business. Employees must report any accident to their supervisor immediately. An Employer's Accident Report, a Supervisor's Incident Report for Worker's Compensation, and a Panel Physician Selection form (all available from Human Resources) must be completed and forwarded to Human Resources within 24 hours after the accident occurs or is reported. An Instruction Sheet for Supervisors stating procedures and listing the approved panel of physicians and a Worker's Compensation Fact Sheet for employees is also available from Human Resources.

1.14 UNEMPLOYMENT COMPENSATION

Employees are covered under the Virginia Unemployment Compensation Act. The Act provides some income to qualified individuals who are out of work. The Virginia Workforce Center administers the program and determines eligibility and the benefit amount. The University reimburses the Virginia Workforce Center for all compensation disbursed as a result of previous work for the University.

2. EQUAL OPPORTUNITY POLICIES AND PROCEDURES

2.1 RADFORD UNIVERSITY ACCOMMODATION PROCEDURE FOR EMPLOYEES WITH DISABILITIES (Revised by the Board of Visitors May 4, 2001)

Radford University does not discriminate on the basis of disability and is committed to providing access to its programs, services, and activities for qualified individuals with disabilities. Efforts to ensure equal opportunity and reasonable accommodation for employees with disabilities are based on the Americans with Disabilities Act. Inquiries may be directed to the ADA Coordinator in the Department of Human Resources at 704 Clement Street. Telephone: voice 540-831-5421, hearing impaired 540-831-5128.

Definition of Who Is Covered By the Law and Essential Functions. A "qualified individual with a disability" is an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position. "Essential functions" are those duties that are so fundamental to the position that the individual cannot do the job without being able to perform the essential functions.

A person with a "disability" is an individual who:

- has a physical or mental impairment that substantially limits one or more major life activities, e.g., caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, or working;
- has a record of or is regarded as having a substantially limiting impairment.
- Current users of illegal drugs are substantially limiting impairment; or excluded from the definition.

Reasonable Accommodation and the Interactive Process. An accommodation is a change involving the workplace that enables a person with a disability to enjoy equal employment opportunities. Individuals with disabilities who are otherwise qualified may request and are entitled to a "reasonable accommodation." Individuals do not need to use particular words to request a reasonable accommodation. The process of determining reasonable accommodation encourages communication between the University and the qualified individual with a disability and follows this interactive process:

1. Analyze the particular job to determine its purpose and essential functions;
2. Consult with the individual to find out how the disability limits job functioning and how such limits may be overcome through accommodation;
3. Identify and assess possible accommodations; and

4. Consider the individual's preferred accommodation and select the most appropriate accommodation for both the individual and the University.

Medical Information. Because it is the obligation of the individual with a disability to request an accommodation, the University will make an accommodation only to the known limitations of an otherwise qualified individual with a disability. If the disability or need for accommodation is not obvious, or if information already submitted by the individual is insufficient for the University to make a determination, the University may ask those who request an accommodation to provide current documentation of the disability by an appropriate health care or rehabilitation professional. Documentation will include functional limitations that require a reasonable accommodation and a description of what modifications, if any, are appropriate. Failure to provide necessary documentation where it has been properly requested can result in a denial of reasonable accommodation. Finally, medical information will be kept confidential and may be disclosed only to those involved in determining whether to grant the reasonable accommodation.

Examples of Reasonable Accommodation. Determined on a case-by-case basis, accommodations may include modifying the job application process to permit an individual with a disability to be considered for a job, making existing facilities readily accessible to and usable by people with disabilities, offering a flexible or modified work schedule (with no reduction in total hours worked), acquiring or modifying certain equipment or devices, or providing auxiliary aids and services to ensure effective communication. The University is not obligated to provide personal devices or services. An individual who poses a significant health or safety risk to self or others is not "qualified" if reasonable modification to the University's policies, practices, or procedures cannot eliminate that risk.

Reassignment. The University will work with a qualified individual with a disability to determine if an accommodation is needed and, if needed, whether an accommodation can be made that will allow that individual to meet performance standards. However, the University is not required to lower existing production standards applicable to the quality or quantity of work for a given job. Reassignment to a *vacant* position is a "last resort" accommodation and will be considered a reasonable accommodation if the University determines that no other reasonable accommodation will permit the employee with a disability to perform the essential functions of his or her current position. If the employee is qualified for the position, s/he will be reassigned to the job as a reasonable accommodation and will not have to compete for it. The University is not required to create a position to provide an accommodation.

Undue Hardship. The University is not required to provide a particular accommodation if it will impose an "undue hardship" on the operation of the University. (Even in such instances, however, the University will consider alternative accommodations, if such exist, that do not impose an undue hardship.) An undue hardship is a request that is unduly costly, extensive,

substantial, disruptive, or that fundamentally alters the nature of the program, service or activity in question. If the cost of an accommodation will impose an undue hardship on the University, the individual with the disability will be given the option of providing the accommodation or paying that portion of the cost that will constitute an undue hardship. Ultimately, the University has the discretion to choose between equally effective accommodations and may choose one that is less expensive or easier to provide.

Reasonable Accommodation Procedures. The Department of Human Resources (HR) will oversee the reasonable accommodation procedures and formal grievance procedure and will provide assistance and information to all who are involved in the process.

1. Individuals will initiate a request for reasonable accommodation orally or in writing from their supervisor; a supervisor or manager in their immediate chain of command; or HR.
2. Although an individual's oral request will trigger the four-step interactive process, the individual will be encouraged to request a reasonable accommodation in writing.
3. First-line supervisors will consider and approve requests for reasonable accommodation wherever possible. Where the person's specific disability or limitation is unclear, where an effective accommodation is not obvious, or where the choice is being made between different possible reasonable accommodations, the department head will engage in the interactive process with the individual requesting an accommodation.
4. The department will make a decision as soon as possible within 20 workdays of the date of the request. The processing of reasonable accommodation requests will be expedited in appropriate cases. If the time frame cannot be met, the department must notify the individual with the reason for the delay and consider whether there are temporary measures that can be taken to assist the person with a disability until a decision on the requested accommodation can be made.
5. If the request for a reasonable accommodation is denied, it will be stated in writing and will include specific reasons for the denial, also informing the individual of his/her right to engage in the University's formal grievance procedure.

Formal Grievance Procedure. Individuals who want to challenge the denial of a reasonable accommodation will initiate the University's formal grievance procedure within five workdays by completing the *Reasonable Accommodation Complaint Form* and sending it to HR.

1. The reviewer from HR will analyze related documentation, interview individuals with expertise in the issue, and seek clarification of the steps that have been taken to resolve the problem. After considering the evidence and the reasonableness of

proposed accommodations, a written decision will be made based on a review of the findings. The review process will be done as soon as possible within 15 workdays of the date of the request.

2. The complainant may request a reconsideration of the case, within 10 workdays from receiving the notification of the decision, to the vice president of the division in which providing a reasonable accommodation is an issue.
3. Serving as the designee of the President, the vice president will make a final review of the case. The vice president will forward a written decision to the complainant with a copy going to HR as soon as possible within 20 workdays after the request for a review is received.

Conditions Regarding the Policy

- Use of this grievance procedure is not a prerequisite to filing a complaint with the EEOC. For the address and telephone number, contact the Department of Human Resources.
- For issues of discrimination not related to accommodation, individuals may use the University's Discrimination Complaint Procedure.
- Specific time limitations stated in the Accommodation Procedure may be extended by mutual agreement or by extenuating circumstances.
- Any act of retaliation against an individual who has requested an accommodation or participated in the accommodation process is prohibited and may result in disciplinary action.
- The official records of the University concerning reasonable accommodation requests and related medical information will be kept in Human Resources.

REASONABLE ACCOMMODATION COMPLAINT FORM
Radford University

Name _____

Telephone number _____ E-mail _____

Address _____

Check one: Employee Applicant Department _____

1. What accommodation have you been offered? By whom? Date?

2. Why is it not acceptable?

3. What accommodation have you suggested? To whom? Date?

4. Why is it more appropriate?

You may write on the back or use another sheet of paper.

2.2 RADFORD UNIVERSITY DISCRIMINATION COMPLAINT PROCEDURE (Revised by the Board of Visitors August 25, 1998)

Statement of Nondiscrimination

Radford University does not discriminate with regard to race, color, sex, sexual orientation, disability, age, veteran status, national origin, religion, or political affiliation in the administration of its educational programs, activities, admission or employment practices. Inquiries may be directed to the Director of Human Resources at 704 Clement Street. Telephone: voice 540-831-5421, hearing impaired 540-831-5128.

Complaint Procedure

Radford University has an internal grievance procedure providing for prompt and equitable resolution of discrimination complaints. Only acts of discrimination committed by University employees in connection with their University employment may be reviewed through the procedure identified in this document. The term "employee" refers to any faculty or staff member or any student with a contractual employment agreement, e.g., GTA's. In all cases of alleged discrimination in which the violation is committed by a student, status as a student is adjudicated by the University's student judicial system. All faculty, staff, and students have access to this procedure.

A. Informal Procedure

1. Individuals who believe they may have been subjected to discrimination, but are uncertain as to whether a complaint is justified or whether they wish to initiate a formal complaint, may discuss their concerns confidentially and informally with the Director of Human Resources. Students may also consult a staff member at the Center for Counseling and Student Development or the Office of the Dean of Students. These individuals will be advised of the option of filing a complaint with the U.S. Department of Education, Office for Civil Rights.
2. The internal discrimination complaint procedure is initiated when the complaint is filed in writing with the Director of Human Resources. A complaint will be filed within 30 calendar days of the most recent action giving rise to the grievance.
3. The Director of Human Resources will schedule an interview at the earliest convenience of the complainant, but ordinarily no later than 10 work days after the Director of Human Resources has received the complaint.
4. The investigation of a complaint will be initiated by informing the alleged offender of the allegations and giving him or her an opportunity to

respond. The appropriate vice president or the President, if the alleged offender is employed in a department that reports to the President, may be included in a meeting with the alleged offender.

5. Efforts will be made to resolve complaints informally whenever informal resolution appears possible. If the University determines that an informal resolution is not possible, or if attempts to achieve such informal resolution do not succeed, the alleged offender will be informed of the formal procedure, as described below.
6. If the complainant is satisfied with the outcome in the informal procedure, no further action is required.

B. *Formal Procedure*

1. Where informal resolution is not achieved, the complaint will be dealt with as a formal complaint and heard by a panel. Within 10 workdays of the decision to deal with the complaint as a formal accusation, Director of Human Resources will organize a panel to hear the complaint.
2. The review panel will consist of three members from the University community. Each party will select a panel member. The third member will chair the panel and will be selected by the vice president of the division in which the accused is an employee or by the President, if the accused is employed in a department that reports to the President. To ensure an impartial panel, no member may have had prior involvement in the investigation of the complaint; have direct or indirect supervisory responsibility for either party; or be in a direct or indirect subordinate position to either party. Panels hearing complaints relating to denial of tenure, promotion, or reappointment must consist of three tenured faculty members.
3. The panel will hold the hearing within 15 work days after all its members have been selected and will render its decision within 10 work days of the conclusion of the hearing. Written guidelines will govern the conduct of the panel hearing.
4. Both parties and witnesses may present evidence to the panel. Based on the evidence presented, the panel will decide by majority vote whether discrimination occurred and report its decision in writing to the appropriate vice president with notice to the Director of Human Resources. The Director of Human Resources will ensure that the complainant and accused are informed in writing of the panel's decision. If there is a finding of discrimination, the vice president will take appropriate action, which may include imposing sanctions or recommending sanctions to the appropriate supervisor.

5. The complainant or accused may appeal the panel's decision in writing to the President. The President may refer the appeal decision to another individual or group, if appropriate. The appeal must be made within three workdays of notification of the finding of the panel. A decision regarding the appeal will be made as soon as possible, but normally no later than 10 workdays after the written appeal is received.
6. If the panel or the President finds that there is no validity to the complaint, all members of the University community who have been involved in the investigation will be informed in writing by the Director of Human Resources.

Conditions Regarding the Grievance Procedure

The time periods contained in this procedure may be extended by agreement of the parties. The panel may, under unusual circumstances with just cause, extend the time periods applicable to the panel.

Disciplinary action may be taken against any person bringing a known false charge of discrimination.

The Director of Human Resources may perform or designate another member of the Human Resources Staff to perform these responsibilities.

If a person having responsibility under this procedure is the alleged offender, the President will designate an individual to exercise that person's authority. If the President is the alleged offender and the complaint cannot be resolved informally, the complaint will be referred to the Board of Visitors.

The Director of Human Resources will administer this procedure and maintain the official records of Radford University relating to the complaints filed.

Use of this grievance procedure is not a prerequisite to filing a complaint with an agency outside the University, such as the U.S. Department of Education, Office for Civil Rights (for students) and the U.S. Equal Employment Opportunity Commission or the Commonwealth's Office of Equal Employment Services (for faculty and employees). Addresses and telephone numbers of enforcement agencies are available from the Director of Human Resources.

For issues of discrimination related to accommodation, individuals with disabilities who are otherwise qualified will use the procedures outlined in the University's Accommodation Procedure for Employees with Disabilities. For issues of discrimination related to sexual harassment, individuals may use the procedures outlined in the University's Sexual Harassment Policy.

Any act of retaliation against a student or an employee who has filed a complaint or participated in the complaint process is prohibited and may result in disciplinary action.

2.3 RADFORD UNIVERSITY SEXUAL HARASSMENT POLICY **(Revised by the Board of Visitors August 25, 1998)**

POLICY STATEMENT

Radford University is committed to creating and maintaining a work and study environment which is free of conduct and communication of a sexual nature that interferes with an individual's work or academic performance or creates an intimidating, hostile, or offensive work, academic, or living environment.

In compliance with Section 703 of Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, the University will not tolerate any verbal, nonverbal, or physical behavior which constitutes sexual harassment by employees of the University in connection with their employment. The term "employee" refers to any faculty or staff member or any student with a contractual employment agreement, e.g., GTA's. In all cases of alleged sexual harassment in which the violation is committed by a student, status as a student is adjudicated by the University's student judicial system. Violations of the policy prohibiting sexual harassment may lead to disciplinary actions, including reprimands, suspension, or termination of employment or academic status.

Definition of Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when at least one of the following conditions is met:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic success.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work, academic, or living environment.

Examples of Sexual Harassment

Examples of physical and verbal conduct which may constitute sexual harassment are:

1. Physical assault.
2. A direct or implied threat that submission to sexual advances will be a condition of employment, promotion, grades, etc.
3. A direct and unwanted proposal or subtle unwanted pressure to engage in sexual activity.
4. A pattern of conduct causing discomfort or humiliation, e.g., unnecessary touching or remarks of a sexual nature, including comments about dress, jokes, or anecdotes.

Consensual Relationships

Consenting romantic and sexual relationships between employee and student or between supervisor and supervisee are generally deemed imprudent. An employee who enters into a relationship with a student, or a supervisor with a supervisee, where a professional power differential exists, must realize that, if a charge of sexual harassment is subsequently lodged, it will be exceedingly difficult to prove mutual consent as a grounds for defense.

Complaint Procedures

Employees and students who believe they may have been sexually harassed, but are uncertain as to whether a complaint is justified or whether they wish to initiate a formal complaint, may find it helpful to discuss their concerns confidentially and informally with the Director of Human Resources. Students may also consult a staff member of the Center for Counseling and Student Development or the Office of the Dean of Students. NOTE: The Director of Human Resources may perform or designate another member of the Human Resources Staff to perform these responsibilities.

If an individual has a complaint of sexual harassment, it is recommended that the individual first inform the alleged offender about the unwelcome behavior. If the alleged offender does not change the unwelcome behavior after being informed, or if the offended individual is uncomfortable about approaching the alleged offender, the procedure specified in this policy for filing a complaint should be followed.

Personnel with supervisory responsibility are required to take immediate and appropriate action when incidents of sexual harassment or possible sexual harassment are brought to their attention. These individuals will contact the Director of Human Resources for guidance.

Use of this grievance procedure is not a prerequisite to filing a complaint with an agency outside the University. In addition, individuals may elect to use the University's

Discrimination Complaint Procedure for issues of sexual harassment that constitute discrimination.

Because of the sensitive nature of situations involving sexual harassment, and in order to assure efficient and confidential resolution of these issues while preserving the rights of all affected persons, the University has established the following procedure to address sexual harassment complaints against employees of the University. Specific time limitations stated in this policy may be extended by mutual agreement or by extenuating circumstances.

A. *Informal Procedure*

1. Employees and students who feel they have been victims of sexual harassment are urged to contact the Director of Human Resources at 704 Clement Street for a confidential interview. The telephone numbers are 540-831-5421 for voice; 540-831-5128, hearing impaired.
2. The Director of Human Resources will schedule an interview at the earliest convenience of the complainant, but ordinarily no later than 10 work days after the complainant has contacted the Director of Human Resources.
3. The Director of Human Resources will listen to the complaint and assist the complainant in clarifying his/her experiences. If appropriate, the Director of Human Resources will advise the complainant of his/her options, including options outside the University's internal complaint procedures:
 - a. A student or employee may initiate the University's internal complaint procedure by filing a complaint in writing with the Social Equity Office. A complaint should be filed within 180 days of the action giving rise to the grievance.
 - b. A student may file a formal complaint with the U.S. Department of Education, Office for Civil Rights. Such a complaint must be filed within 180 days from the date of the occurrence of the alleged sexual harassment, unless the time for filing is extended for good cause. If the University's internal complaint procedure is used, the complainant must file with the Office for Civil Rights within 60 days of exhausting the University's internal complaint procedure.
 - c. An employee may file a formal complaint with the U.S. Equal Employment Opportunity Commission or the Commonwealth's Office of Equal Employment Services. Such a complaint must be filed within 180 days of the occurrence of the alleged sexual harassment.

- d. A classified employee may file a complaint of sexual harassment through the State Employee's Grievance Procedure. Such a complaint must be filed within 30 days of the occurrence of the alleged sexual harassment.
4. The investigation of a complaint will be initiated by informing the alleged offender of the allegations and giving him or her an opportunity to respond. The appropriate vice president or the President, if the alleged offender is employed in a department that reports to the President, may be included in a meeting with the alleged offender.
5. Efforts will be made to resolve complaints informally whenever informal resolution appears possible. If the University determines that an informal resolution is not possible, or if attempts to achieve such informal resolution do not succeed, the alleged offender will be informed of the formal procedure, as described below.
6. If the complainant is satisfied with the outcome in the informal procedure, no further action is required.

B. Formal Procedure

1. Where informal resolution is not achieved, the complaint will be dealt with as a formal complaint and heard by a panel. Within 10 work days of the decision to deal with the complaint as a formal accusation, the Director of Human Resources will organize a panel to hear the complaint.
2. The review panel will consist of three members from the University community. Each party will select a panel member. The third member will chair the panel and will be selected by the vice president of the division in which the accused is an employee or by the President, if the accused is employed in a department that reports to the President. To ensure an impartial panel, no member may have had prior involvement in the investigation of the complaint; have direct or indirect supervisory responsibility for either party; or be in a direct or indirect subordinate position to either party.
3. The panel will hold the hearing within 15 work days after all its members have been selected and will render its decision within 10 work days of the conclusion of the hearing. Written guidelines will govern the conduct of the panel hearing.
4. Both parties and witnesses may present evidence to the panel. Based on the evidence presented, the panel will decide by majority vote whether sexual harassment occurred and report its decision in writing to the appropriate vice president with notice to the Director of Human

Resources. The Director of Human Resources will ensure that the complainant and accused are informed in writing of the panel's decision. If there is a finding of discrimination, the vice president will take appropriate action, which may include imposing sanctions or recommending sanctions to the appropriate supervisor.

5. The complainant or accused may appeal the panel's decision in writing to the President. The President may refer the appeal decision to another individual or group, if appropriate. The appeal must be made within three work days of notification of the finding of the panel. A decision regarding the appeal will be made as soon as possible, but normally no later than 10 work days after the written appeal is received.
6. If the panel or the President finds that there is no validity to the complaint, all members of the University community who have been involved in the investigation will be informed in writing by the Director of Human Resources.

Whether or not a formal complaint is filed, the University has a legal duty to investigate and take appropriate action in response to any potential incident of sexual harassment. When an investigation results in a finding of sexual harassment and a formal complaint has not been filed, action will be taken under the appropriate disciplinary policy.

Conditions Regarding the Sexual Harassment Policy

- ***Retaliation Prohibited.*** This policy seeks to encourage students and employees to express freely, responsibly, and in an orderly way any problem or complaint of sexual harassment. Any act of reprisal, interference, restraint, or penalty against a student or an employee who has filed a complaint or participated in the complaint process is prohibited. Retaliation constitutes a violation of the sexual harassment policy and will be dealt with under the provisions of the appropriate disciplinary policy.
- ***Frivolous or False Charges.*** This policy shall not be used to bring frivolous or malicious charges. Disciplinary action under the appropriate policies or provisions of the Student Conduct Code concerning misconduct shall be taken against any person bringing a known false charge of sexual harassment.
- ***Confidentiality.*** Strict confidentiality by all parties involved is an expectation of this policy. The Director of Human Resources and the panel will release information concerning the complaint and the parties involved only on a need-to-know basis.
- ***Records Maintenance.*** The Director of Human Resources will be responsible for contacting in writing all supervisory personnel involved in investigations to request that all records of complaints and investigations (including photocopies) be sent to the Director of Human Resources for maintenance. All records are confidential and will be kept on file for three years, in compliance with state and federal requirements.

- **Responsibilities.** The Director of Human Resources has the responsibility for implementation and administration of this policy.

If a person having responsibility under this policy is the alleged offender, the President will designate an individual to exercise that person's authority. If the President is the alleged offender and the complaint cannot be resolved informally, the complaint will be referred to the Board of Visitors.

Responsibility for a comprehensive training program will be coordinated by the Director of Human Resources. The program will include awareness training for administrators, faculty, staff members, and students. Student programs will be coordinated through the Office of the Vice President for Student Affairs; faculty programs through the Office of the Vice President for Academic Affairs; and staff programs through the Department of Human Resources.

3. GENERAL POLICIES AND INFORMATION

3.1 RADFORD UNIVERSITY ALCOHOL AND DRUG POLICY

In compliance with the Commonwealth of Virginia's Policy on Alcohol and Other Drugs, the Drug-Free Workplace Act of 1988, and the Drug-Free Communities and Schools Act Amendments of 1989, Radford University has developed the following policy. A copy of the Commonwealth of Virginia's Policy on Alcohol and Other Drugs may be obtained from the Radford University Department of Human Resources.

- I. Employees of Radford University are prohibited from the following acts:
 - A. The unlawful or unauthorized manufacture, distribution, dispensation, possession, or use of alcohol and other drugs on the worksite;
 - B. Impairment on the worksite from the use of alcohol or other drugs, except the use of drugs for legitimate medical purposes;
 - C. Action which results in the criminal conviction for
 - 1. A violation of any criminal drug law, based upon conduct occurring either on or off the worksite; or
 - 2. A violation of any alcohol beverage control law or law which governs driving while intoxicated, based upon conduct occurring on the worksite.
 - D. Failure to report to their supervisors that they have been convicted of any offense, as defined in C above, within five calendar days of the conviction.

Included under this policy are all employees of the University including salaried and wage faculty and staff.

The worksite consists of any state-owned or leased property or any site where official duties are being performed by state employees.

Any employee who commits a prohibited act shall be subject to the full range of disciplinary actions, including discharge, and may be required to participate satisfactorily in an appropriate rehabilitation program.

II. Counseling, Treatment, and Rehabilitation Programs

Employees with health care coverage in the COVA Care Plan have access to an employee assistance program (EAP) and substance abuse services through Value Options. Other agencies may provide assistance and referral information. These include the Department of Mental Health, Mental Retardation, and Substance Abuse Services; the Department of Health; the Department of Rehabilitative Services; or the Department for Rights of Virginians with Disabilities.

VIRGINIA LAWS PERTAINING TO THE UNLAWFUL POSSESSION OR DISTRIBUTION OF CONTROLLED SUBSTANCES, ILLICIT DRUGS AND ALCOHOL

LEGAL SANCTIONS

ALCOHOL

Virginia's Alcohol Beverage Control Act contains a variety of laws governing the possession, use, and consumption of alcoholic beverages. The Act applies to the students and employees of this institution. As required by the Federal Drug-Free Schools and Communities Act of 1989, the pertinent laws, including sanctions for their violation, are summarized below:

1. It is unlawful for any person under age 21 to purchase or possess any alcoholic beverage. Violation of the law exposes the violator to a misdemeanor conviction for which the punishment is confinement in jail up to twelve months and a fine up to \$2,500, either or both. Additionally, such person's Virginia driver's license may be suspended for a period of not more than one year.
2. It is unlawful for any person to sell alcoholic beverages to persons under the age of 21 years of age. Violation of the law exposes the violator to a misdemeanor conviction for which the punishment is confinement in jail for up to twelve months and a fine up to \$2,500, either or both.
3. It is unlawful for any person to purchase alcoholic beverages for another when, at the time of the purchase, he knows or has reason to know that the person for whom the alcohol is purchased is under the legal drinking age. The criminal sanction for violation of the law is the same as #2 above.
4. It is unlawful for any person to consume alcoholic beverages in unlicensed public places. Persons violating the law, upon conviction, expose the violator to a misdemeanor conviction for which the punishment is a fine up to \$250.

CONTROLLED SUBSTANCES AND ILLICIT DRUGS

The unlawful possession, distribution, and use of controlled substances and illicit drugs, as defined by the Virginia Drug Control Act, are prohibited in Virginia. Controlled substances are classified under the Act into "schedules," ranging from Schedule I through Schedule VI, as defined in sections 54.1-3446 through 54.1-3456 of the Code of Virginia (1950), as amended. As required by the Federal Drug-Free Schools and Communities Act of 1989, the pertinent laws, including sanctions for their violation, are summarized below:

1. Possession of a controlled substance classified in Schedules I or II of the Drug Control Act, upon conviction, exposes the violator to a felony conviction for which the punishment is a term of imprisonment ranging from one to ten years, or in the discretion of the jury or the court trying the case without a jury, confinement in jail for up to twelve months and a fine up to \$2,500, either or both.
2. Possession of a controlled substance classified in Schedule III of the Drug Control Act, upon conviction, exposes the violator to a misdemeanor conviction for which the punishment is confinement in jail for up to twelve months and a fine up to \$2,500, either or both.
3. Possession of a controlled substance classified in Schedule IV of the Drug Control Act, upon conviction, exposes the violator to a misdemeanor conviction for which the punishment is confinement in jail for up to six months and a fine up to \$1,000, either or both.

4. Possession of a controlled substance classified in Schedule V of the Drug Control Act, upon conviction, exposes the violator to a misdemeanor conviction for which the punishment is a fine up to \$500.
5. Possession of a controlled substance classified in Schedule VI of the Drug Control Act, upon conviction, exposes the violator to a misdemeanor conviction for which the punishment is a fine up to \$250.
6. Possession of a controlled substance classified in Schedule I or II of the Drug Control Act with the intent to sell or otherwise distribute, upon conviction, exposes the violator to a felony conviction for which the punishment is imprisonment from five to forty years and a fine up to \$500,000. Upon a second conviction, the violator must be imprisoned for not less than five years but may suffer life imprisonment, and fined up to \$500,000.
7. Possession of a controlled substance classified in Schedules III, IV, or V of the Drug Control Act with the intent to sell or otherwise distribute, upon conviction, exposes the violator to a misdemeanor conviction for which the punishment is confinement in jail for up to one year and a fine up to \$2,500, either or both.
8. Possession of marijuana, upon conviction, exposes the violator to a misdemeanor conviction for which the punishment is confinement in jail for up to thirty days and a fine up to \$500, either or both. Upon a second conviction, punishment is confinement in jail for up to one year and a fine up to \$2,500, either or both.
9. Possession of less than one-half ounce of marijuana with intent to sell or otherwise distribute, upon conviction, exposes the violator to a misdemeanor conviction for which the punishment is confinement in jail for up to one year and a fine up to \$2,500, either or both. If the amount of marijuana involved is more than one-half ounce to five pounds, the crime is a felony with a sanction of imprisonment from one to ten years, or in the discretion of the jury or the court trying the case without a jury, confinement in jail for up to one year and a fine up to \$2,500, either or both. If the amount of marijuana involved is more than five pounds, the crime is a felony with a sanction of imprisonment from five to thirty years.

Additionally, the Code of Virginia section 18.2-255.2 specifically prohibits the manufacture, selling, distribution, or possession with the intent to sell, give, or distribute any controlled substance, imitation controlled substance, or marijuana at any time on or near any property of a public institution of higher education. Violation of this section constitutes a separate and distinct felony punishable by one to five years imprisonment and a fine of up to \$100,000.

HEALTH RISK-ABUSE OF ALCOHOL

Alcohol consumption causes a number of marked changes in behavior. Even low doses significantly impair the judgment and coordination required to drive a car safely, increasing the likelihood that the driver will be involved in an accident. Low to moderate doses of alcohol also increase the incidence of a variety of aggressive acts, including spouse and child abuse. Moderate to high doses of alcohol cause marked impairments in higher mental functions, severely altering a person's ability to learn and remember information. Very high doses cause respiratory depression and death. If combined with other depressants of the central nervous system, much lower doses of alcohol will produce the effects just described.

Repeated use of alcohol can lead to dependence. Sudden cessation of alcohol intake is likely to produce withdrawal symptoms, including severe anxiety, tremors, hallucinations, and convulsions. Alcohol withdrawal can be life-threatening. Long-term consumption of large quantities of alcohol, particularly when combined with poor nutrition, can also lead to permanent damage to vital organs such as the brain and the liver.

Mothers who drink alcohol during pregnancy may give birth to infants with fetal alcohol syndrome. These infants have irreversible physical abnormalities and mental retardation. In addition, research indicates that children of alcoholic parents are at greater risk than other youngsters of becoming alcoholics.

Federal Trafficking Penalties

As of November 18, 1988

CSA	PENALTY		Quantity	DRUG	Quantity	PENALTY	
	2nd Offense	1st Offense				1st Offense	2nd Offense
I and II	Not less than 10 years. Not more than life. If death or serious injury, not less than life.	Not less than 5 years. Not more than 40 years. If death or serious injury, not less than 20 years. Not more than life.	10-99 gm or 100-999 gm mixture	METHAMPHETAMINE	100 gm or more or 1 kg* or more mixture	Not less than 10 years. Not more than life. If death or serious injury, not less than 20 years. Not more than life. Fine of not more than \$4 million individual, \$10 million other than individual.	Not less than 20 years. Not more than life. If death or serious injury, not less than life.
			100-999 gm mixture	HEROIN	1 kg or more mixture		
			500-4,999 gm mixture	COCAINE	5 kg or more mixture		
	Fine of not more than \$4 million individual, \$10 million other than individual.	Fine of not more than \$2 million individual, \$5 million other than individual.	5-9 gm mixture	COCAINE BASE	50 gm or more mixture		
			10-99 gm or 100-999 gm mixture	PCP	100 gm or more or 1 kg* or more mixture		
			1-10 gm mixture	LSD	10 gm or more mixture		
			40-399 gm mixture	FENTANYL	400 gm or more mixture		
		10-99 gm mixture	FENTANYL ANALOGUE	100 gm or more mixture			
Drug	Quantity	First Offense		Second Offense			
Others ²	Any	Not more than 20 years. If death or serious injury, not less than 20 years, not more than life. Fine \$1 million individual, \$5 million not individual.		Not more than 30 years. If death or serious injury, life. Fine \$2 million individual, \$10 million not individual.			
III	All	Any	Not more than 5 years. Fine not more than \$250,000 individual, \$1 million not individual.		Not more than 10 years. Fine not more than \$500,000 individual, \$2 million not individual.		
IV	All	Any	Not more than 3 years. Fine not more than \$250,000 individual, \$1 million not individual.		Not more than 6 years. Fine not more than \$500,000 individual, \$2 million not individual.		
V	All	Any	Not more than 1 year. Fine not more than \$100,000 individual, \$250,000 not individual.		Not more than 2 years. Fine not more than \$200,000 individual, \$500,000 not individual.		

*Law as originally enacted states 100 gm. Congress requested to make technical correction to 1 kg.

²Does not include marijuana, hashish, or hash oil. (See separate chart.)

Federal Trafficking Penalties - Marijuana

As of November 18, 1988

Quantity	Description	First Offense	Second Offense
1,000 kg or more; or 1,000 or more plants	Marijuana Mixture containing detectable quantity*	Not less than 10 years, not more than life. If death or serious injury, not less than 20 years, not more than life. Fine not more than \$4 million individual, \$10 million other than individual.	Not less than 20 years, not more than life. If death or serious injury, not less than life. Fine not more than \$8 million individual, \$20 million other than individual.
100 kg to 1,000 kg; or 100-999 plants	Marijuana Mixture containing detectable quantity*	Not less than 5 years, not more than 40 years. If death or serious injury, not less than 20 years, not more than life. Fine not more than \$2 million individual, \$5 million other than individual.	Not less than 10 years, not more than life. If death or serious injury, not less than life. Fine not more than \$4 million individual, \$10 million other than individual.
50 to 100 kg	Marijuana	Not more than 20 years. If death or serious injury, not less than 20 years, not more than life. Fine \$1 million individual, \$5 million other than individual.	Not more than 30 years. If death or serious injury, life. Fine \$2 million individual, \$10 million other than individual.
10 to 100 kg	Hashish		
1 to 100 kg	Hashish Oil		
50-99 plants	Marijuana	Not more than 5 years. Fine not more than \$250,000, \$1 million other than individual.	Not more than 10 years. Fine \$500,000 individual, \$2 million other than individual.
Less than 50 kg	Marijuana		
Less than 10 kg	Hashish		
Less than 1 kg	Hashish Oil		

*Includes Hashish and Hashish Oil

(Marijuana is a Schedule I Controlled Substance)

3.2 ACCEPTABLE USE POLICY FOR UNIVERSITY COMPUTER AND INFORMATION TECHNOLOGY (Revised July 1, 2002)

Radford University's computers, networks, and information systems exist to promote shared access to computing, communication, and information systems necessary to support the university's missions of teaching, research, and public service. Thus, all account holders of university information facilities have a responsibility to use these systems in a respectful, ethical, professional, and legal manner.

Radford's Acceptable Use Policy applies to any individual (faculty, staff, and guests) using Radford University owned or leased computers, networks, Internet connections, and communications systems transmitting either data, voice, or video information. Activities involving these systems shall be in accordance with university policy and relevant state, federal, and international laws.

All account holders of university information facilities agree to demonstrate respect for (1) the privacy of others, (2) intellectual property rights (copyrights, trademarks, licenses, etc.) and ownership of information, (3) the operation and integrity of the various information systems, (4) individuals' rights to be free of intimidation, harassment, and unwarranted annoyances, and (5) relevant state and federal laws relating to information technology.

While respecting an individual employee's privacy, the university cannot guarantee confidentiality. The university has the right to monitor all aspects of university systems, including sites, instant messaging systems, chat or news groups visited by users, material downloaded or uploaded by users, and e-mail sent and/or received by users. Such information stored or transmitted on university systems by employees are considered university property and subject to disclosure to appropriate university administrators in a need-to-know situation, such as the investigation of a complaint. Electronic records retained on university systems are subject to state and federal Privacy Acts as well as Freedom of Information Acts. World Wide Web information located in designated web directories will be considered public information if read access is granted. The maintenance, operation, and security of computing resources require responsible RU personnel to monitor and access the system. Radford University reserves the right to do periodic host scans to ensure there are not security holes on machines connected to the Radford University network.

The Commonwealth's Public Records Management Program does not consider electronic media suitable for permanent archival storage. Thus, all university employees are responsible for ensuring that permanent university records are stored on appropriate archival media, such as paper or microfilm. Employees who fail to appropriately archive important university information may be subject to disciplinary action due to negligence.

Access to university information systems is a privilege that may be revoked for reasons including, but not limited to, violations of the Acceptable Use Policy for Computer and Information Technology Systems. Access may be revoked on an interim basis by the university in order to safeguard university resources, to limit the university's liability for damages due to violations of the Acceptable Use Policy, and to investigate allegations of abuse of the Acceptable Use Policy. The university considers any violation of the Acceptable Use Policy to be a serious offense, and violators will be subject to disciplinary action as specified in the Teaching and Research Faculty, Administrative and Professional Faculty, and Classified Staff Handbooks.

Violators may also be subject to prosecution under various relevant state and federal laws. The university disclaims all liability for harm or offense suffered as a result of the conduct or action of account holders of the university's information systems.

All account holders will abide by the following conditions:

- A. Account holders are responsible for all activity that occurs in or through their accounts and/or their computers.
 - 1. Account holders shall not share access to individual computer accounts.
 - 2. Account holders shall keep passwords secret.
- B. Account holders may only access information that is their own, information to which they have been given explicit documentable authorization to access, or public information. World Wide Web information located in designated web directories will be considered public information if read access is granted.
- C. Account holders shall abide by all relevant state and federal laws governing copyrights, trademarks, licensing terms for corporate software, ownership of information, and related material.
- D. Account holders, in respect of the operation and integrity of a shared system, shall not attempt to interfere with the normal operation, integrity, validity, or the security of any university or non-university information system.
 - 1. Account holders shall abide by the regulations posted in computer labs and on university systems.
 - 2. Account holders shall not attempt to misappropriate or guess system passwords nor inappropriately use system accounts.
 - 3. Account holders shall not use other computers or programs to decode passwords, access restricted system control information, or monitor restricted system or network communications.
 - 4. Account holders shall not intentionally monopolize or waste resources such as Central Processing Unit (CPU) time, network bandwidth, disk storage, printers, paper, manuals, etc.
 - 5. Account holders shall report possible security violations and/or problems to appropriate university systems administrators.
 - 6. Account holders shall assist university officials with the investigation of violations of university computing policies and will provide university officials with unencrypted files necessary for the investigation of violation of university computing policies. Failure to cooperate with such investigations will result in suspension of privileges and discipline under the Standards of Conduct.

- E. Account holders shall not use university systems to store or transmit obscene or pornographic material in violation of state and federal law.
- F. University information systems shall not be used for non-RU-affiliated, on-going commercial business enterprises or for any unauthorized mass mailings.
- G. Account holders shall not use university systems to abuse, verbally assault, defame, harass, intimidate, or otherwise annoy an individual or individuals.
- H. Account holders shall observe the conditions of the Radford University Privacy Statement when developing web pages and web applications. The Privacy Statement is found on the Radford University homepage.

3.3 CONFLICT OF INTEREST AND ETHICS IN CONTRACTING LAW

The citizens of the Commonwealth are entitled to be assured that the judgment of public officers and employees will not be compromised or affected by inappropriate conflicts. The State and Local Government Conflict of Interest Act (Sections 2.1-639.2 through 639.23) and Article of the Virginia Public Procurement Act, Ethics in Contracting (Sections 11-72 through 11-80), provide the body of law applicable to all University employees regarding such conflicts.

While these laws are too complex to summarize, faculty and staff should be aware that the following situations may represent violations:

- A. Soliciting or accepting money or gifts
 - 1. for services performed within the scope of your official duties other than from the University;
 - 2. for compensation for obtaining employment, an appointment or promotion of any person with any government agency;
 - 3. for consideration of the use of your public position to obtain a contract for any person/business with any government agency; or
 - 4. that may tend to influence you in the performance of your official duties.
- B. Accepting any business/professional opportunity that is being afforded to you to influence you in the performance of your official duties.
- C. Using any confidential information for your or another party's benefit that you have acquired by reason of your job and which information was not available to the public.
- D. Having a personal interest in a University agreement/contract (i.e., financial benefit accruing to you or a member of your immediate family by reason of

ownership of more than 3% of the business or annual income/salary from the business exceeding \$10,000) other than your contract of employment.

- E. Having a personal interest in a contract with another state agency that was not awarded through a competitive process.
- F. Involvement by you or a member of your immediate family in any manner in a University procurement transaction while at the same time negotiating/arranging for prospective employment with that bidder or offeror.
- G. While involved in any manner in a procurement transaction, soliciting or accepting any money, service or anything of value from any bidder or offeror, contractor or subcontractor, unless consideration of equal/greater value is exchanged.

The cited Code of Virginia sections should be consulted by any faculty or staff who may be involved in any such situation as summarized above. The Code may be accessed at <http://legl.state.va.us/>. Employees who have questions should consult with the Vice President for the division in which they report.

3.4 POLICY FOR CONTRACTUAL ARRANGEMENTS

The authority to contract with non-governmental entities on behalf of the University is vested by the University President to the Director of Materiel Management and Contracts. No other employee may contractually obligate the University without prior written authorization. Individuals who have been delegated authorization must not sign contractual agreements, which exceed their level of authority. Individuals who have not been delegated contractual authority must not sign contractual agreements. Such agreements should be submitted to the Department of Materiel Management and Contracts for review and signature. Individuals who sign contractual agreements without the appropriate authorization expose the University to liability and themselves to liability and disciplinary action.

3.5 EMPLOYEE SUGGESTION PROGRAM

The Commonwealth of Virginia Employee Suggestion Program (ESP) is designed to use employee's suggestions to improve agency or state operations and to reward employees for the value of their suggestions. The amount of money awarded is based on the savings resulting from the suggestion. Time off with pay instead of cash may be given in some instances. Suggestions may be submitted online at <http://esp.dhrm.virginia.gov/> or assistance may be obtained from Human Resources.

3.6 UNIVERSITY SMOKING POLICY

1. Purpose

Radford University has a vital interest in maintaining a healthy and safe environment for its students, faculty, staff and visitors while respecting individual choice. The following policy has been established consistent with these concerns and to ensure compliance with the Governor's Executive Order No. 41 which bans smoking in offices occupied by executive branch agencies and institutions, including institutions of higher education. The order further directs that smoking shall be banned in any other building operated by executive branch agencies and institution, including institutions of higher education.

2. Applicability

This policy applies to all employees, students, visitors, and all other individuals while they are on university owned or operated property, or in university vehicles.

3. Definition

The burning of tobacco or any other material in any type of smoking equipment, including, but not restricted to cigarettes, cigars, or pipes.

4. Policy

Smoking is prohibited in all university-owned and operated buildings and enclosed spaces. The right of the nonsmoker to protect his or her health will take precedence over an individual's desire to smoke. The following specific guidelines shall apply:

- A. Smoking is prohibited in all indoor and enclosed locations owned or operated by the University;
- B. Smoking is prohibited in all outdoor athletic and other facilities and spaces that are defined by a fence or wall;
- C. Smoking is prohibited within 25 feet of the entrance of any such building or facility;
- D. Smoking is prohibited in all university vehicles, whether state-owned or leased;
- E. Smoking is prohibited in any area in which a fire or safety hazard exists.

5. Procedures

A. Communication

All faculty, staff, students, and visitors will be informed of this policy through appropriate means.

B. Signage

Signs shall be posted in each building and facility stating that “*This is a Smoke-Free Building/Facility.*” Signs shall also be posted to prohibit smoking in any area in which a fire or safety hazard exists. Signs shall be posted identifying designated smoking areas.

6. Responsibilities

Each supervisor, manager, department head, director, dean, and vice president is responsible for consistently enforcing the provisions of this policy in their area of accountability.

Facilities Operations is responsible for placing and maintaining appropriate signage. The Director of Facilities Planning & Construction is responsible for designating nonsmoking areas in which a fire or safety hazard exists.

All faculty, staff, students, and visitors are responsible for observing the smoking policy. Successful enforcement of the smoking policy depends on respect for the rights of and cooperation among all members of the university community.

7. Sanctions

Sanctions will be commensurate with the severity and/or frequency of the offense and will be handled in accordance with provisions of applicable handbooks or codes of conduct.

3.7 USE OF UNIVERSITY RESOURCES

Expenditures

In accordance with the requirements of Section 2.2-1822 of the Code of Virginia, the Department of Accounts may question any state-funded expenditure. Agency purchases from state funds must be considered essential to the operation of the agency. Since all state-funded expenditures are subject to public scrutiny, faculty and staff should consider the appearance of unusual purchases on the university and state government in general prior to the authorization. Following are examples of expenditures which are considered improper uses of state funds:

A. Employee personal expenses

1. Books for classes (unless they remain property of the State)
2. Snacks or refreshments
3. Baby sitting
4. Non-business related newspapers or magazine subscriptions
5. Personal articles that are lost or stolen
6. Tuxedos or other formal wear
7. Clothing (non-uniform) or repairs to clothing damaged in the work place

8. All expenses related to personal negligence of the employee, such as traffic fines.
- B. Agency-sponsored event expenses incurred which do not clearly support the agency mission
1. Retirement parties or employee going-away parties
 2. Holiday decorations
 3. Alcoholic beverages
 4. Charitable contributions
 5. Gifts and flowers

Equipment, Time, and Information

All state employees need to be particularly careful to observe state law, policy, and guidelines regarding the involvement of state employees in non-state activities while on state government time, and the use of state resources, facilities, equipment, and services.

Employees are to:

- Refrain from the use of state resources (e.g., telephones, facsimile machines, stationery, copy machines, etc.) for any purpose other than official state business.
- Refrain from personal or organizational involvement in any non-state business while on state government time.
- Refrain from the distribution of any information that would not normally be distributed in the normal course of operations by a secretariat, agency, department, or organization, except pursuant to a request under the Freedom of Information Act.

3.8 PAY INFORMATION

3.8.1 Pay Schedules

Full-time, salaried employees are paid semi-monthly on the 1st and the 16th of each month. Paychecks are electronically deposited into an employee-authorized bank account.

Part-time teaching faculty members are paid monthly on the 1st day of the month. During the fall semester, four checks are issued beginning on October 1. During spring semester, four checks are issued beginning on February 1.

Part-time administrative and professional faculty members are paid monthly on the 1st of each month.

3.8.2 Pay Deductions

The following constitute the only payroll deductions authorized by the State Comptroller:

- A. Insurance premiums
 - 1. Health care insurance
 - 2. Dependent care reimbursement account
 - 3. Medical reimbursement account

- B. Taxes
 - 1. Federal income
 - 2. State income
 - 3. Social Security (OASDI) and Medicare (HI)
 - 4. Federal tax on life insurance valued over \$50,000 (IMPLIFE)

- C. Miscellaneous
 - 1. U. S. savings bonds
 - 2. The Commonwealth's deferred compensation plan
 - 3. Virginia Credit Union
 - 4. Radford University Foundation, Inc.
 - 5. Combined Virginia Campaign (CVC)
 - 6. Optional Life and Accidental Death and Dismemberment Insurance
 - 7. Parking
 - 8. Variety of disability, insurance, and investment products provided by companies participating in the voluntary payroll deduction program administered by the Commonwealth's third party administrator, Fringe Benefits Management Company.

4. PROFESSIONAL DEVELOPMENT

4.1 EDUCATIONAL AID POLICY

Educational aid is available to qualified employees of Radford University through the Educational Aid Policy when the education is job-related and of benefit to the University. Employees taking courses at Radford University may be eligible for tuition waiver. (See Employee Tuition Waiver Policy/Procedures.) Employees taking job-related courses for credit at another college or university may be eligible for reimbursement of some or all tuition and fees. With approval, employees may attend multiple classes as a resident or non-resident student and qualify for the payment of tuition and fees and/or educational leave with partial or no pay. The University may also pay for approved job-related non-credit courses, workshops, and seminars.

GENERAL PROVISIONS

1. In order to qualify for aid, the department head must approve all courses or degree programs. Educational leave and associated expenses must be approved by the appropriate Vice President.
2. The amount of tuition and fees approved must be paid from the departmental budget where the employee works.
3. There must be a reasonable expectation that the employee will be continuing employment with the University.
4. Educational aid is contingent on the employee's successful completion of a course or academic progress in a program.
5. Time spent in employer-required educational activities outside of the normal work schedule by employees not exempt from provisions of the Fair Labor Standards Act shall be considered time worked.
6. Educational opportunities will be available to employees without regard to race, religion, sex, sexual orientation, age, national origin, political affiliation, veteran status, or disability.
7. Employees may be taxed for the amount of tuition paid or waived.

PURPOSES OF EDUCATIONAL AID

1. Train employees in the use of new or modified methods and equipment;
2. Train employees in the skills and knowledge required by changes in the employees' current positions;

3. Train employees for advancement to positions for which qualified applicants are not otherwise available;
4. Provide faculty and staff with the opportunity to undertake study or to attain an advanced degree to meet specific needs or accreditation standards of their department or college.

TYPES OF PROGRAMS

1. *After hours* - primarily evening and weekend courses taken by employees while continuing their regular duties. (To receive tuition reimbursement, complete Form PR 22.)
2. *During hours (non-credit)* - part-time or full-time instruction which does not provide academic credit and which requires partial or total absence from regular duties for a short period of time. (To receive tuition reimbursement, complete Form PR 22.)
3. *During hours (credit)* - part-time or full-time instruction which provides degree credits. This category includes courses taken during a period of reduced employment, and a course taken in addition to full-time employment. (See below.)
4. *Resident study* - primarily full-time academic degree-credit courses at accredited institutions of higher learning. This includes summer school courses attended by employees whose regular employment is for an academic year. (See below.)

EDUCATIONAL PROGRAMS FOR CREDIT

PART-TIME EDUCATIONAL PROGRAMS - An educational program is considered part-time if only one class is taken during work hours. If authorized by their department head, full-time, salaried faculty and staff are eligible to take classes at institutions of higher education other than Radford University. In addition to the General Provisions, the following provisions must be met:

1. Training provided under this authorization must be clearly related to the job the employee is currently performing for the university.
2. The employee and department head must enter into a memorandum of agreement three weeks prior to the enrollment of the employee in the course. The Memorandum of Agreement for Tuition Reimbursement, Form PR 22, contains the description of the course and the benefit to Radford University. It also specifies the obligations of both the employee and the university. The Memorandum of Agreement will be forwarded to Human Resources for review and approval.
3. If approved, full-time salaried employees may enroll during normal working hours and be reimbursed for one course per semester or summer session. Employees cannot

participate in both the tuition waiver and reimbursement programs. Tuition for only one class can be waived or reimbursed per academic session.

4. For all classified employees, time used to attend class during assigned work hours must be made up on an hour-for-hour basis under a plan approved by the department head or supervisor, unless the course is required by the university.
5. Payment for such courses shall be in the form of a reimbursement to the employee only for tuition and fees, contingent upon the satisfactory completion of the course. The employee must provide Human Resources with a copy of the bill for tuition and transcript or grade report. Payment will be made from departmental funds. Payment may be made directly to the institution for an employer-required course.

FULL-TIME EDUCATIONAL PROGRAMS (including resident study) - An employee cannot take more than one class within an academic session during working hours without having his/her employment reduced to part-time. A department head may agree to reduce an employee's hours of work without agreeing to the payment of tuition and fees for job-related courses. Educational leave can be granted with partial or no pay. In addition to the General Provisions, the following provisions must be met:

1. The employee must obtain permission through administrative channels to the Vice President citing the anticipated length and the justification and benefit to Radford University three months prior to enrollment. Upon approval, the department head must initiate a PR 40 for the educational leave.
2. The university shall not pay more than half salary, plus registration, laboratory fees, and tuition. Books and other study materials purchased separately are not to be included in the cost paid by the university.
3. Payment for approved expenses will be made as a reimbursement to the employee or directly to the educational institution.
4. Using the *Memorandum of Agreement for Educational Leave*, Form PR 42, the employee will execute a promissory note with 3% interest compounded annually for the amount of all salary and/or tuition and fees paid by the university. The note and interest will be canceled in their entirety by the return of the employee to Radford University for a period equal to at least twice that of the period of absence (for faculty, the minimum payment period is one year); if the employee returns to university service for a lesser period, he must repay on a pro-rata basis the portion of the note and interest that has not been fulfilled by employment. The note will be executed at the date of the initial payment, with interest to accrue at the date study is terminated; the principal will be listed at the full estimated university expenditure, later to be adjusted to the amount of salary and/or tuition and fees actually paid by the university to or for the employee.

5. Neither sick nor annual leave will be earned during periods of educational leave with partial or no pay. However, if educational leave is combined with part-time university employment, leave will be earned proportionally to the percentage of employment. Employer contributions to the Virginia group life insurance plan and to the Virginia Retirement System or optional retirement plan will be paid for the period of absence, provided at least half salary is paid. In regard to health insurance, coverage continues and the state makes its contribution for up to 24 months if the employee receives partial pay. If the leave is without pay, coverage may continue 12 months, provided the employee pays the entire cost.

NON-CREDIT STUDY

This study includes job-related short courses, workshops, and seminars for which no college credit is given.

1. Time spent in mandatory training will be considered work time for non-exempt employees. If the training occurs during a time when a non-exempt employee is not scheduled to work, he/she will be compensated with pay or equivalent time off.
2. Participation in non-credit educational programs is subject to the approval of the department head. The department head can elect to pay or not pay expenses associated with the training. The department head may require the employee to make-up time missed if the training is not mandatory.

4.2 EMPLOYEE TUITION WAIVER POLICY/PROCEDURES (Revised April 2005)

For eligible Radford University employees, tuition and fees may be waived for one course (up to four credit hours) taken at Radford University each semester or summer session in which they are employed.

Eligibility: The following employees of Radford University are eligible for the waiver of tuition program:

- Full-time, salaried employees
- Part-time teaching faculty
- Part-time administrative/professional faculty
- “1,500-hour” wage employees

Admission: An employee must obtain student status by applying to the Admissions Office or the College of Graduate and Extended Education.

Availability: An employee may not be enrolled in any course where such enrollment would result in the displacement of a regularly enrolled student.

Audit: Auditing a course is allowed. The audit form, which requires signatory approvals, is available in the Registrar’s Office.

Policies: An employee must follow current academic and registration policies regarding grades and credit, auditing courses, withdrawal procedures, completing a degree, etc. For further information, contact the Registrar’s Office.

Job-relatedness: An employee may take classes that are not job-related or part of a job-related degree program.

Missed Work Time: An employee must make up any time used to attend classes during regular working hours. The employee’s immediate supervisor must verify that work time missed to take a class has been made up.

Taxability: Current taxability guidelines can be found at <http://www.radford.edu/~finrept/newpage12.htm>.

Request Procedure: An employee must complete the *Employee Tuition Waiver Request Form (PR17)*, obtain signatory approvals, and route the form to Human Resources. Human Resources will notify the employee when the request form is approved, keep the original request form, and forward a copy to the Student Accounts Office.

Registration: An employee must register for classes approved through tuition waiver only on specified dates and times during the schedule adjustment period. Additional information on registering for classes may be obtained from the Registrar’s Office.

RADFORD UNIVERSITY EMPLOYEE TUITION WAIVER REQUEST

Name _____ Work Phone _____ RU ID# _____

Job Title _____ Department _____ P.O. Box _____

Request for 20 _____ Fall Spring Maymester Summer I Summer II Summer III

Index Number _____ Course Abbreviation and Number (i.e., ACTG 203) _____

Title _____ Class Schedule _____

Are you taking this course for credit? Yes No If yes, how many credits? _____

RU student status: Undergraduate Graduate Non-Degree-Seeking

Name of degree program, if applicable: _____

If you are a non-degree-seeking employee taking a job-related graduate course, please explain job relatedness.

I request waiver of tuition for the above course and certify I have read, understand and qualify under the policy governing this request.

Signed _____ **Date** _____
Employee

The scheduling of this course will not significantly interrupt or impede the normal work schedule of this department. This employee has made up the time used to attend the last class which he/she took under this policy. I have discussed with this employee how he/she will make up missed work time to attend class this semester. Furthermore, if this class is both graduate-level and job-related, the justification which has been provided by the employee is appropriate. This employee has my approval to take this class.

Signed _____ **Date** _____
Supervisor

Signed _____ **Date** _____
Department Head

Approved Disapproved

HUMAN RESOURCES USE ONLY

The faculty/staff member named in this request meets the qualifications for this tuition waiver.

Comments _____

Signed _____ **Date** _____
Authorized Human Resources Official

MEMORANDUM OF AGREEMENT FOR TUITION REIMBURSEMENT
Radford University

Name of Employee _____

Title _____ Department _____

Beginning and Ending Dates of Course or Leave _____

Attended/Location _____

Institution To Be Attended/Location _____

Terms and Amount of Stipend _____

JUSTIFICATION

1. General Description of Program _____

2. Objective of Program and Benefit to Radford University _____

AGREEMENT

1. I agree to pay all non-tuition expenses associated with taking the course identified above, i.e., books, study materials, etc.
2. I agree to pay the cost of tuition with the understanding that I will be reimbursed if I successfully complete my course.
3. I agree to furnish Radford University Human Resources with a copy of the university transcript or other acceptable record that the course taken has been successfully completed.
4. I agree to work with my supervisor or department head to make-up all time missed on an hour-for-hour basis. Upon completion of the course, I will submit to Human Resources a record of the make-up time on Form PR 17 - Part 2.
5. I understand that payment may be made directly to the institution for an employer-required course. In this case, numbers 2, 3 and 4 above do not apply.

Signature of Employee Date

1. I agree that the course described above is job-related and would be of benefit to the employee and department.
2. I agree that with the receipt of appropriate documentation and concurrence of Human Resources, I will reimburse the employee the cost of tuition from department funds, unless the payment was made by RU directly to the institution.

Name of Department Head Signature of Department Head Date

HUMAN RESOURCES USE ONLY

The employee named in this request has met all requirements for the reimbursement of tuition for the course identified.

Human Resources Representative Date

MEMORANDUM OF AGREEMENT FOR EDUCATIONAL LEAVE
Radford University

Name of Employee _____

Title _____ Department _____

Beginning and Ending Dates of Leave _____

Institution To Be Attended/Location _____

Terms and Amount of Stipend _____

JUSTIFICATION

1. General Description of Program _____

2. Objective of Program and Benefit to Radford University _____

AGREEMENT

1. In consideration of this leave of absence, I will execute the promissory note on the reverse side of this document agreeing to return to Radford University for a period equal to twice that of the period of absence (minimum of one academic year for faculty) which service shall fully cancel any financial obligations resulting from the partial salary and/or tuition and fees paid to me or for me while on leave of absence. In the event I do not return to Radford University or I return for a period of service less than twice the period of leave (minimum of one academic year for faculty), I agree to repay immediately on a pro-rata basis that portion of the partial salary and/or tuition and fees which has not been canceled by employment.
2. I agree to furnish Radford University Human Resources with a copy of the university transcript or other acceptable record which will show the titles of the courses taken, the number of credit hours, and the grades received or a notation of progress achieved in the program.
3. If I withdraw from my program of study at a date in advance of the termination of the leave, I will immediately return to full-time employment at Radford University.

Signature of Employee Date

APPROVALS

Department Head Dean Vice President

HUMAN RESOURCES USE ONLY

The employee named in this request has met the requirements for the reimbursement of tuition for the program identified.

Human Resources Representative Date

PROMISSORY NOTE

On _____ (*Date of End of Leave*), for value received the undersigned promises to pay Radford University the sum of \$_____ plus 3% interest compounded annually, the interest to accrue at the date leave is terminated.

1. This note and interest will be canceled in its entirety by the return of the employee to Radford University for a period equal to twice that of the period of absence with a minimum obligation of at least one academic year (applies to faculty only). If the employee returns to Radford University for a lesser period of service, he/she must repay on a pro-rata basis the portion of the note and interest which has not been fulfilled by employment.
2. Homestead and all other exemptions, presentment, demand, protest and notice of dishonor are hereby waived by the undersigned.
3. If this note is not paid at maturity and is collected by suit or attorney, the maker hereof agrees to pay in addition to the amount of this note a maximum of thirty (30%) percent collection or attorney's fee, said amount being agreed upon as a reasonable fee for collection.
4. The holder of this note may grant to any person liable for the payment of the debt evidenced hereby extensions of the time of said debt, or any part thereof, without notice to any other person, and no such extension shall impair or affect the liability of any person responsible for the payment of the debt.
5. The principal amount listed is the total estimated amount which will be advanced or reimbursed to the undersigned; if a greater or lesser amount is received, the principal amount will be adjusted to the amount actually paid by Radford University as of the termination of the leave of absence.
6. This note and interest may be canceled in whole or in part if the employment is terminated by the State, for any reason, prior to the completion of the required period of service following the absence, provided the President of the University concurs in such cancellation.
7. In the event of death or state-approved disability retirement, this note is canceled.

Signature of Employee

Date

Signature of Witness

Date