The University of Arkansas at Pine Bluff
Faculty/Staff Handbook
REVISED - FALL 2006
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INTRODUCTION
The University of Arkansas at Pine Bluff (UAPB) is the second oldest state-supported institution of higher education in Arkansas, and is one of two institutions with a land grant mission. In 1873, the legislature established Branch Normal College to be a part of Arkansas Industrial University (University of Arkansas at Fayetteville) for the convenience and well-being of the “poorer classes”. After passage of the Second Morrill Act of 1890, it was thirty-one years later in 1921 that a full instructional program which emphasized agriculture and allied trades, the land grant mission, to be established. In 1933, the campus received certification as a four-year college, and became known as Agricultural, Mechanical, and Normal College (AM&N). AM&N received full accreditation from the North Central Association in 1950, and in 1971, the legislature merged AM&N with the University of Arkansas, and it thereafter has been known as the University of Arkansas at Pine Bluff (UAPB).

UAPB’s mission was later expanded to offer the highest possible quality of higher education programs while providing for the sound growth and improvement in the quality of academic programs. UAPB’s mission it to continue to offer programs providing opportunities for young people in Arkansas who are culturally disadvantaged, as well as to provide programs attractive to students from other groups. UAPB has continued its open admissions policy, research and outreach efforts as a traditional land grant institution, and its commitment to formal and informal education for citizens of Arkansas. UAPB’s challenge is to enroll, nurture and graduate students for career track employment in positions of influence and leadership in their chosen fields of study. Throughout UAPB’s history, many graduates have achieved leadership positions in industry, education and government, not only within the State of Arkansas, but throughout the United States.

The contribution each employee makes is an important factor in the success of UAPB. This handbook is the result of a good faith effort to provide information concerning employment at UAPB. If an employee needs additional information to address a particular issue, the employee should seek assistance from immediate supervisors, department heads, or Human Resources personnel.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

POLICY STATEMENT
UAPB is an equal opportunity/affirmative action institution that adheres to the basic principles of non-discrimination. In keeping with this practice, UAPB reaffirms its policy of providing equal employment opportunity without regard to race, color, creed, national origin, sex, age or disability.

UAPB will make every effort to comply with all local, state and federal laws related to fair employment practices and equal employment opportunity, including, but not limited to, the Equal Pay Act; Title VI and Title VII of the Civil Rights Act; Age Discrimination in Employment Act; Title IX of the Education Amendments; Executive Orders No. 11246 and No. 11375; Revised Order No. 4; Sections 503 and 504 of the Rehabilitation
Act; Veteran’s Readjustment Assistance Act; Americans with Disabilities Act; Arkansas Veterans Preference; State of Arkansas Executive Order 89-1; Arkansas Act 99 of 1989; Arkansas Act 426 of 1993; Arkansas Civil Rights Act; and other applicable state and federal laws and regulations. UAPB will not discriminate against any applicant for employment or current employee on the basis of religion, race, color, creed, national origin, sex, age, disability or Veterans status in the recruitment, testing, selection, rate of pay or other aspects of employment.

The Executive Council is charged with administering programs concerning affirmative action. To insure the effectiveness of UAPB’s affirmative action efforts, the Affirmative Action Officer is responsible for monitoring the affirmative action program, reporting regularly on its progress and acting as an intermediary in areas requiring intervention. Vice Chancellors, Deans, Directors, Department Heads, Coordinators, and others are expected to actively participate in efforts concerning affirmative action. Hiring procedures, applicable forms, recruitment materials and other information concerning matters of affirmative action may be obtained from the Human Resources office.

II. DISCRIMINATION, HARASSMENT, RETALIATION AND SEXUAL MISCONDUCT COMPLAINTS

POLICY STATEMENT ON DISCRIMINATION

The University of Arkansas at Pine Bluff is committed to providing an environment that emphasizes the dignity and worth of every member of its community and that is free from harassment and discrimination based upon race, color, religion, national origin, service in the uniformed services (as defined in state and federal law), veteran status, sex, age, pregnancy, gender identity, sexual orientation, physical or mental disability or genetic information. Such an environment is necessary to a healthy learning, working and living atmosphere. Accordingly, all acts of discrimination, harassment, retaliation and sexual misconduct as defined by this Policy are prohibited.

JURISDICTION – SEXUAL MISCONDUCT POLICY

Title IX protects the University community from sexual discrimination, harassment and misconduct in a school’s education programs and activities. Title IX protects the University community in connection with all academic, educational, extracurricular, athletic and other University programs, whether those programs take place on University property, in University transportation, at a class or training program sponsored by the University at another location or elsewhere.

This Policy shall not be construed or applied to restrict academic freedom at the University, nor shall it be construed to restrict constitutionally protected expression. Consistent with state and federal law, reasonable accommodation will be provided to persons with disabilities.
All Complaints of or concerns about conduct that may violate this policy should be submitted to:

Title IX Coordinator  
University of Arkansas at Pine Bluff  
Office of Affirmative Action  
Administration Building, Room 102  
P: 870-575-8406 or F: 870-575-4753  
e-mail: affirmaction@uapb.edu  

For Students  
Deputy Title IX Coordinator  
Dean of Students  
Caldwell Hall, Room 201  
P: 870-575-8361 or F: 870-575-4652  
e-mail: dsl@uapb.edu

FILING REPORT WITH LOCAL LAW ENFORCEMENT
In some instances, sexual misconduct may constitute both a violation of University Policy and criminal activity. The University grievance process is not a substitute for instituting legal action. The University encourages individuals to report alleged sexual misconduct promptly to campus officials AND to law enforcement authorities, where appropriate. Individuals may file a report directly with local law enforcement agencies by dialing 911. Individuals may also contact any of the following for assistance in filing a report with local law enforcement:

UNIVERSITY POLICE DEPT.  
1900 REEKER STREET  
PINE BLUFF, AR 71601  
870-575-8102

PINE BLUFF POLICE DEPT.  
200 EAST 8TH AVENUE  
PINE BLUFF, AR 71601  
870-543-5100

JEFFERSON COUNTY SHERIFF  
101 EAST BARRAQUE STREET  
PINE BLUFF, AR 71611  
870-541-5351

PRESERVING EVIDENCE
It is important that evidence of sexual assault be preserved, because it may be needed for prosecuting the criminal case. Victims and others should not alter the scene of the attack. The victim should not change clothes, bathe or shower, drink or eat anything, or brush her/his teeth before reporting the assault. Any items worn by the victim during the assault, but are not currently being worn, and any materials encountered during the assault (i.e., bed sheets, blankets, etc.) should be placed in a paper bag and brought along with the victim to a local hospital emergency department that has kits to collect and preserve evidence of rape and sexual assault.

STUDENT AND VISITOR RESPONSIBILITY TO REPORT
Students and visitors to the University are strongly encouraged to report allegations of discrimination, harassment, retaliation and sexual misconduct to the Title IX Coordinator and/or deputy. A report, written or verbal, should be made as soon as possible, preferably within 24 hours, after the incident in order to facilitate an effective response. The longer a report is delayed, the more difficult it will be for the University to investigate. Reports may be made by the person experiencing the misconduct or by a third party, such as a witness or someone who is told of the misconduct.

MANDATORY EMPLOYEE REPORTING
In order to enable the University to respond effectively and to proactively stop instances of discrimination, harassment, retaliation and sexual misconduct at the University, all
employees must, as soon as possible and preferably within 24 hours of receiving information regarding a potential violation of this Policy, report information to the Title IX Coordinator (or deputy Coordinator) or Campus Police. Only employees who are statutorily prohibited from reporting such information (e.g., licensed health-care professionals) are exempt from these reporting requirements. This Policy is not intended to restrict curriculum or prohibit or abridge the use of particular textbooks or curricular materials.

OFF-CAMPUS CONDUCT

Conduct that occurs off campus can be the subject of a Complaint or report and will be evaluated to determine whether it violates this Policy. Allegations of off-campus sexual misconduct are of particular concern and should be brought to the University’s attention.

CONFIDENTIALITY

Subject to the other provisions of this Policy and the requirements of law, every possible effort will be made to ensure that all information received as part of the University’s Complaint/Grievance Procedure is treated discreetly. All parties to the Complaint are required to maintain the confidentiality of all information received during this process. However, it is not possible to guarantee that all Complaints will remain confidential because of the University’s obligation to investigate allegations of misconduct. All requests to maintain confidentiality shall be directed to the Title IX Coordinator who has the authority to make such determinations.

Except as compelled by law or in the interest of fairness, just resolution or health and safety considerations, disclosure of information contained in Complaints, their substance, procedures and the results of investigations will be limited to the immediate parties, witnesses and other appropriate officials. Limited disclosure may also be necessary to conduct a full and impartial investigation.

AVAILABILITY OF COUNSELING AND ADVOCACY

Counseling and other mental health services for victims of sexual assault are available on campus and in the community. Students and employees may use the Health Services Center or Student Counseling, Assessment and Development Center. Employees of the University may be able to seek help through the Employee Assistance Program. Community mental health agencies, such as the Southeast Arkansas Behavioral Healthcare Mental Health Facility. Additionally, counselors and psychotherapists in private practice in the area can provide individual and group therapy. Coalition Against Spouse Abuse (CASA), Women’s Shelter or Domestic Violence and Rape Crisis Programs may assist with making referrals for individual counseling and support groups and in identifying non-counseling campus and community resources that may be of additional help and serve as a victim advocate upon request.

EDUCATION AND AWARENESS PROGRAMS

The University’s Title IX Office, Student Counseling, Assessment and Development Center and UAPB Campus Police are responsible for planning and coordinating campus education and awareness programs about all forms of sexual assault, including rape, acquaintance rape, domestic violence, dating violence, and other sex offenses. Programs are presented
regularly throughout the academic year in residence halls, fraternities, sororities, and for other student organizations, academic classes, employee training and professional development, and in other settings that are likely to reach people throughout the campus community. Campus-wide education and awareness activities are also conducted during Sexual Assault Prevention and Awareness Week.

POLICY EXPECTATIONS WITH RESPECT TO CONSENSUAL RELATIONSHIPS
There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as teacher and student, or supervisor and employee). These relationships may be less consensual than perceived by the individual whose position confers power. The relationship also may be viewed in different ways by each of the parties, particularly in retrospect. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to a romantic or sexual involvement, this past consent may not remove grounds for a later charge of a violation of Policy.

The University does not wish to interfere with private choices regarding personal relationships when those relationships do not interfere with the goals and policies of the University. However, for the personal protection of members of this community, relationships in which power differentials are inherent (faculty-student, staff-student, administrator-student or employee) are prohibited except in extraordinary circumstances.

Consensual romantic or sexual relationships in which one party maintains a direct supervisory or evaluative role over the other party are prohibited. Therefore, persons with direct supervisory or evaluative responsibilities who are involved in such relationships must bring those relationships to the timely attention of their supervisors. This will likely result in removing the employee from the supervisory or evaluative responsibilities, or shifting the student or employee out of being supervised or evaluated by someone with whom he or she has established a consensual relationship. Failure to self-report such relationships to a supervisor as required may result in disciplinary action for an employee, up to and including termination.

COMPLAINT/GRIEVANCE PROCEDURE
These procedures are intended to apply to all grievances involving discrimination, harassment, retaliation, and sexual misconduct but sexual assault should be handled by law enforcement as described in this Policy, including but not limited to those brought by a student against an employee and/or fellow student, employee against fellow employee and/or student, and third party against employee and/or student. All other grievances by students, employees or third parties shall be addressed through other grievance procedures. The University benefits from formal and informal procedures that encourage prompt resolution of Complaints and concerns raised by members of the University community.
INFORMAL COMPLAINT PROCESS

The College does not require a Complainant to utilize the Informal Complaint Process if doing so is impracticable or unsafe, or if the Complainant believes that the conduct cannot be effectively addressed through informal means. For example, the Informal Complaint Process should not be used to address allegations of sexual assault. However, in other circumstances where it is practical and safe to do so, every reasonable effort should be made to constructively resolve issues with students, faculty, staff and administrators before pursuing the Formal Complaint Process. Under the Informal Complaint Process, a Complainant may elect to resolve his/her Complaint by discussing it with the offending party. If these efforts are unsuccessful, the Formal Complaint Process may be initiated.

FORMAL COMPLAINT PROCESS

Upon receiving a report of alleged or possible violation of this Policy, the Title IX Coordinator and/or deputy will evaluate the information received and determine what further actions should be taken. The Title IX Coordinator will follow the procedures described in this Policy. The Title IX Coordinator and/or deputy will take steps, either directly with the complainant or through a reporting employee, to provide information about the University’s Complaint/Grievance Procedure, as well as available health and advocacy resources and options for criminal reporting.

INVESTIGATION

The Title IX Coordinator will be responsible for overseeing the prompt, fair, and impartial investigation and resolution of Complaints filed with the University. The Title IX Coordinator or his/her designee will investigate all Complaints of discrimination, harassment, retaliation and sexual misconduct and determine any accommodations or other remedial short-term actions necessary in light of the individual circumstances presented.

The Title IX Coordinator or his/her designee will apprise the human resources, manager, and the vice chancellor for the appropriate division or department of the Complaint, or if the Complaint is against a student, the Dean of Students and Vice Chancellor of Student Affairs.

The Title IX Coordinator or his/her designee, who will have been properly trained, will:

- identify the correct policies allegedly violated;
- conduct an immediate initial investigation to determine if there reasonable grounds exist for believing that the conduct at issue violates this policy;
- meet with the Complainant to finalize the Complaint;
- prepare the notice of allegations on the basis of initial investigation;
- develop a strategic investigation plan which may include a witness list, an evidence list, an intended timeframe, and an order of interviews for all witnesses, including the Respondent;
- conduct a thorough, reliable and impartial investigation during which witnesses may or may not be given notice prior to the interview;
- complete the investigation promptly, and without unreasonable deviation from the intended timeline;
make a written finding on the case, based on a preponderance of the evidence, which indicates that it is more likely than not that a Policy violation has or has not occurred, and identifies appropriate remedies and/or sanctions, if any; and

prepare a complete report on the investigation and findings. This report shall be maintained by the Title IX Coordinator and made available in the event of an appeal.

As noted above, an investigation of the Complaint will be conducted by the Title IX Coordinator or his/her designee unless it is clear from the face of the Complaint or the Title IX Coordinator’s initial meetings with the parties that no reasonable grounds exist for believing that the conduct at issue violates this Policy.

In the event that the Complaint was made by someone other than the alleged victim, the Title IX Coordinator will consider the following factors in determining whether it is reasonable to investigate the Complaint:

- the source and nature of the information,
- the seriousness of the alleged incident,
- the specificity of the information,
- the objectivity and credibility of the source of the information,
- whether the alleged victims can be identified, and
- whether those individuals wish to pursue the matter.

In the event that the Title IX Coordinator determines that an investigation of the Complaint should not be conducted, he/she will determine and document (in consultation, as necessary, with the alleged victim, the Respondent and any other University administrators) the appropriate resolution of the Complaint and inform the parties of the same.

With all Complaints, if the Title IX Coordinator determines that an investigation should be conducted, the Title IX Coordinator will promptly investigate the matter. The existence of concurrent criminal investigations or proceedings shall not delay the investigation of any Complaint filed under this Policy.

If another individual is designated to investigate the matter, the Title IX Coordinator will share the investigator’s name and contact information with the alleged victim and the Respondent and will forward the Complaint to the investigator. Within three (3) business days of such appointment, the investigator, the alleged victim or the Respondent may identify to the Title IX Coordinator in writing any real or perceived conflicts of interest posed by assigning such investigator to the matter. The Title IX Coordinator will carefully consider such statements and will assign a different individual as investigator if it is determined that a material conflict of interest exists.

Upon receipt of the Complaint, the Title IX Coordinator will promptly begin the investigation, which shall include but is not limited to the following:
conducting interviews with the Complainant, the alleged victim (if not the Complainant), the Respondent, and third-party witnesses (including expert witnesses, where applicable) and summarizing such interviews in written form;

visiting, inspecting, and taking photographs at relevant sites; and

where applicable, collecting and preserving relevant evidence (in cases of corresponding criminal reports, this step may be coordinated with law enforcement agencies).

Throughout the investigation, the Title IX Coordinator will remain neutral. The Title IX Coordinator should obtain, where applicable and where possible, the written consent of any third-party witnesses to the disclosure, as contemplated by this Policy, of any personally identifiable information contained in the Complaint, the Investigative Report, and for any other documents the disclosure of which is contemplated by this Policy in order to further the resolution of the Complaints.

Initial Meeting with Complainant and/or Alleged Victim. As soon as is practicable, the Title IX Coordinator will contact the Complainant and the alleged victim (if not the Complainant) to schedule an initial meeting to, as applicable:

- provide a copy of this Policy;
- provide a copy of the Discrimination, Harassment and Sexual Misconduct Complaint on which the Complainant may, if he or she agrees to disclose the information, provide details regarding the allegation, including the name of the accused individual and the date, location and general nature of the alleged violation of Policy (the Complaint Form may be completed by Complainant or dictated to the Title IX Coordinator, who will confirm the accuracy of his or her documentation with the Complainant);
- explain avenues for resolution;
- explain the steps involved in an investigation under this Policy;
- discuss confidentiality standards and concerns;
- determine whether the Complainant or the alleged victim (if not the Complainant) wishes to pursue a resolution through the University or no resolution of any kind;
- refer to law enforcement, counseling, medical, academic or other resources, as appropriate; and
- discuss, as appropriate, possible interim measures that can be provided during the pendency of the investigative and resolution processes.

Interim Measures. Unless circumstances dictate otherwise, the Title IX Coordinator will promptly issue a “No Contact” order to all parties upon notice of any sexual assault Complaint. In all cases, the University may implement any necessary interim measures, deemed appropriate and reasonably available, regardless of whether a Complaint has been filed (with either campus administrators or law enforcement agencies) or whether an investigation has commenced (by either campus administrators or law enforcement agencies). Interim measures may include, but are not limited to:
issuing no-contact orders;
providing an escort to ensure that an individual can move safely between classes, work, and/or activities;
reassigning on-campus housing;
dissolving a campus housing contract and offering a pro-rated refund;
changing work arrangements or location;
rescheduling class work, assignments, and examinations;
arranging for the Complainant to take an incomplete in a class;
reassigning class section;
permitting a temporary withdrawal from the University;
providing alternative course completion options;
providing counseling services; and
providing academic support services.

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

Initial Meeting with Respondent. If the Complainant or alleged victim (if not the Complainant) wishes to pursue resolution through the University or if the University otherwise deems that a further investigation is warranted, as soon as is reasonably practicable after the Title IX Coordinator’s initial meeting with the Complainant (and, if applicable, the alleged victim), the Title IX Coordinator will schedule an initial meeting with the Respondent. During the initial meeting with the Respondent, the Investigator will, as applicable:

- provide sufficient written information, consistent with privacy laws and any request for confidentiality, to allow Respondent to address the allegation (e.g., the name of the Complainant/alleged victim, the date, location, nature of the alleged violation of Policy, etc.);
- provide a copy of this Policy;
- explain the University’s procedures for resolution of the Complaint;
- explain the steps involved in an investigation under this Policy;
- discuss confidentiality standards and concerns;
- discuss non-retaliation requirements;
- inform of any interim measures already determined and being provided to the Complainant and/or the alleged victim that would directly affect the Respondent (e.g., changing his or her class schedule, moving him or her to an alternate residence hall, etc.);
- refer to law enforcement, counseling, medical, academic or other resources, as appropriate; and
- discuss, as appropriate, possible interim measures that can be provided to the Respondent during the pendency of the investigative and resolution processes.
Investigative Report. The Title IX Coordinator shall complete a written investigative report ("Investigative Report") that shall include the following items:

- The name and sex of the alleged victim and, if different, the name and sex of the person reporting the allegation (It should also include any other relevant protected class characteristics if the Complaint involves a violation of this Policy based on a protected status other than gender);
- a statement of the allegation, a description of the incident(s), and the date(s) and time(s) (if known) of the alleged incident(s);
- the date that the Complaint or other report was made;
- the date the Complainant and alleged victim (if not the Complainant) were interviewed;
- the date the Respondent was interviewed;
- the names and sex of all persons alleged to have committed the alleged violation of this Policy (It should also include any other relevant protected status characteristics if the Complaint involves a violation of this Policy based on a protected status other than gender);
- the names and sex of all known witnesses to the alleged incident(s);
- the dates that any relevant documentary evidence (including cell phone and other records as appropriate) was obtained;
- any written statements of the Complainant (or victim, if different from the Complainant), the Respondent and any witnesses;
- summaries of all interviews conducted, photographs, and descriptions of relevant evidence, summaries of relevant electronic records, and a detailed report of the events in question;
- a written finding on the case, based on a preponderance of the evidence which indicates whether or not it is more likely than not that a Policy violation has occurred;
- the policy or policies violated and, in consultation, as necessary, with the Complainant, alleged victim (if different than the Complainant), Respondent, and other University officials, any remedial and/or disciplinary action deemed appropriate under the circumstances;
- the response of University personnel and, if applicable, University-level officials, including any interim measures and permanent steps taken with respect to the Complainant, alleged victim (if different than the Complainant) and the Respondent; and
- a narrative of all action taken to prevent recurrence of any harassing incident(s), including any written documentation.

If the Title IX Coordinator is unable to obtain the consent of third-party witnesses, he or she will redact the Investigative Report to the extent necessary to avoid inappropriate disclosure of such witness’s personally identifiable information, while ensuring that such redaction does not prevent resolution of the Complaint.

If the Title IX Coordinator determines and documents, based on the investigation, that
reasonable grounds exist to believe that the conduct at issue constitutes a violation of this Policy, the Title IX Coordinator will determine the appropriate remedy and/or sanction to be imposed and will include the appropriate remedy and/or sanction in the Investigative Report. Imposition of the appropriate remedy and/or sanction will be imposed only after all appeals have been exhausted.

In determining the appropriate remedy and/or sanction, the University will act to end the discrimination, harassment, retaliation or sexual misconduct, prevent its recurrence and remedy its effects on the victim and/or University community. Sanctions will depend upon the nature and gravity of the misconduct, any record of prior discipline for a violation of this Policy, or both. Sanctions may include, without limitation, withholding a promotion or pay increase, reassigning employment, terminating employment, temporary suspension without pay, compensation adjustments, expulsion or suspension from the University, disciplinary probation, expulsion from campus housing, mandated counseling and/or educational sanctions as deemed appropriate.

The Title IX Coordinator shall complete and distribute the Investigative Report, concurrently, to the alleged victim and Respondent within thirty (30) calendar days following receipt of a Complaint. All parties to whom the Investigative Report is distributed pursuant to this Policy should maintain it in confidence. The Investigative Report may only be disclosed as contemplated by this Policy.

If the Title IX Coordinator finds no reasonable grounds to believe that the conduct at issue constitutes a violation of this Policy, then the Title IX Coordinator will determine and document the appropriate resolution of the Complaint in the Investigative Report and will promptly notify the parties of that determination.

**APPEAL INVOLVING FACULTY/STAFF**

All appeals where the Respondent is a University faculty or staff member shall be made to the Chancellor or his/her designee. Both the alleged victim and the Respondent may appeal any or all of the Title IX Coordinator’s decision in writing to the Chancellor or his/her designee within ten (10) business days of receipt of the Investigative Report. The appealing party must also provide a copy of the appeal to the Title IX Coordinator within the same time period. The appeal should include a brief statement describing any or all parts of the Investigative Report that is being appealed and the reason for appeal. Acceptable means of notification include email, facsimile, hand delivered notification or postal delivery. The Title IX Coordinator will promptly inform the other party of the appeal.

Within thirty (30) days of receipt of the appeal, the Chancellor or his/her designee will make a final determination as to whether the Complaint should be closed, whether a violation of Policy has occurred, and/or whether any additional or different remedial action or sanctions are warranted. The Chancellor or his/her designee will concurrently notify the alleged victim and the Respondent of his/her decision.

All non-tenured faculty and staff members of the University are at-will employees who may be terminated at any time, with or without cause. With regard to such faculty and staff, nothing in this Policy shall create an expectation of continued employment with the
University or be construed to prevent or delay the University from taking any disciplinary action deemed appropriate (including suspension and immediate termination of employment) for any violation of state law, federal law or University policy. When the Respondent is a faculty member with tenure and the sanction imposed or upheld by the Chancellor or his/her designee is dismissal of the Respondent’s employment, the matter shall proceed pursuant to Board Policy 405.1.

**APPEAL INVOLVING A STUDENT**

In those instances where the Respondent is a University student, the alleged victim and/or the Respondent may appeal any or all of the Title IX Coordinator’s decision to a Hearing Panel by providing a written appeal to the Chancellor or his/her designee with a copy also being provided to the Title IX Coordinator. The appeal must be submitted within ten (10) business days of receipt of the Investigative Report and must include a brief statement describing any or all parts of the Investigative Report being appealed and the reason for appeal. Acceptable means of notification include email, facsimile, hand delivered notification or postal delivery.

Within three (3) business days of receiving the appeal, the Chancellor or his/her designee will appoint the members of the Hearing Panel, to include at least three faculty and/or staff members. The Chancellor or his/her designee will select one member of the Hearing Panel to act as the Chair. The Title IX Coordinator will provide a copy of the Complaint and the Investigative Report to each member of the Hearing Panel and, if only a portion of the Title IX Coordinator’s findings and determinations are appealed, the Title IX Coordinator will specify which part(s) of the alleged misconduct will be the subject of the hearing.

Promptly after the appointment of the members of the Hearing Panel, the Title IX Coordinator will provide concurrent written notice to the alleged victim and the Respondent, setting forth the names of the individuals selected to serve on and chair the Hearing Panel. If only a portion of the findings and determination are appealed, the Title IX Coordinator will also specify in the notice which part(s) of the alleged misconduct will be the subject of the hearing.

The parties may challenge the participation of any member of the Hearing Panel by submitting a written objection to the Chancellor or his/her designee within three (3) business days of receipt of the notice of the composition of the Hearing Panel. Any objection must state the specific reason(s) for the objection. The Chancellor or his/her designee will evaluate the objection and determine whether to alter the composition of the Hearing Panel. Failure to submit a timely and proper objection will constitute a waiver of any right of objection to the composition of the Hearing Panel. Any changes in the composition of the Hearing Panel will be provided in writing to both parties prior to the date of the hearing.

Submission of Written Materials. Within five (5) business days of receipt of the notice of the initial composition of the Hearing Panel, the alleged victim and the Respondent may provide the Chair of the Hearing Panel with a list of witnesses, if any, that they propose that the Hearing Panel call and a brief description of each proposed witness’s connection to and/or knowledge of the issues in dispute, and a written statement of position.
Notice of the Hearings. Not less than five (5) business days but not more than ten (10) business days after delivery of notice of the initial composition of the Hearing Panel to the parties, the Hearing Panel will provide a separate notice to the alleged victim, Respondent and any witnesses or other third parties whose testimony the Hearing Panel deems relevant, requesting such individuals to appear before the Hearing Panel. The notice should set forth the date, time, and location for the individual’s requested presence. The Hearing Panel shall provide the names of the witnesses or other third parties that the Hearing Panel plans to call in its notices to the alleged victim and the Respondent. The hearing shall be conducted within twenty (20) business days but no sooner than ten (10) business days of the receipt of the appeal.

Failure to Appear. If any party fails to appear before the Hearing Panel if requested to do so, and such party was provided proper notice of the hearing as set forth above, then absent extenuating circumstances, the Hearing Panel will proceed to determine the resolution of the Complaint.

Support Persons. Both the alleged victim and the Respondent may be accompanied by one support person to assist them during the hearing process. This support person can be anyone, including an attorney. Unless the student has received a suspension of ten (10) or more days or expulsion, the support person may not address the Hearing Panel, present evidence, make objections or statements, ask questions of any party or witness or otherwise participate in the hearing, beyond privately communicating with the party that he/she is supporting. If the student has received a suspension of ten (10) or more days or expulsion, the support person may fully participate during the disciplinary appeal proceeding.

The Chair must be notified five (5) business days in advance of the hearing if a party will be accompanied by a support person. The Chair may disallow the attendance of any support person if he/she is also a witness or if, in the discretion of the Chair, such person’s presence would be disruptive or obstructive to the hearing or otherwise warrant removal. All support persons must agree to keep any and all information presented in the hearing confidential in order to attend. Absent accommodation for disability, the parties may not be accompanied by any other individual during the hearing process except as set forth in this Policy. College officials may seek advice from the University of Arkansas System Office of General Counsel on questions of law and procedure at any time during the process.

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

Prior Sexual Conduct. Evidence of the prior sexual conduct of the alleged victim and the Respondent with others will not be permitted at the hearings, with the following exceptions:

- evidence is permitted to show that the alleged victim has in the past been formally disciplined by the University for falsely filing Complaints alleging a violation of this Policy;
• evidence is permitted to show that the Respondent has in the past been either convicted in a criminal proceeding or formally disciplined by the University for conduct which would violate this Policy, if deemed relevant; and
• evidence regarding the past sexual activity of the Respondent (regardless of whether the Respondent was formally charged with a violation of the Policy with respect to such conduct) may be permitted to show that the Respondent has engaged in a pattern of behavior similar to the alleged violations of policy at issue before the Hearing Panel, provided that (1) the Respondent has not been found “not responsible” by the University in a proceeding related to such conduct and (2) the Chair has made written findings both that the evidence is reliable and trustworthy and that the conduct is sufficiently and substantially similar to the conduct at issue before the Hearing Panel to suggest a pattern of behavior.

Hearing Procedure. The Hearing Panel will conduct a hearing during which it will interview and question the Complainant, the alleged victim, the Respondent, and any witnesses or other third parties whose testimony the Hearing Panel deems relevant. The parties will not be allowed to personally question or cross-examine each other during the hearing, but will be allowed to question witnesses. The Chair will resolve all questions concerning procedure or the admission of evidence or testimony, including the relevancy and reliability of the evidence and testimony. All participants at the hearing are expected to provide truthful testimony. The Complainant and/or alleged victim have the option not to be in the same room with the Respondent during the hearing. Any party may choose not to testify or appear before the Hearing Panel; however, his/her exercise of that option will not preclude the Hearing Panel from making a determination regarding the Complaint filed against the Respondent.

Decision of the Hearing Panel. Following the conclusion of the hearing, the Hearing Panel will confer and by majority vote determine whether the evidence (including the information provided in and by the Investigative Report, the parties’ written statements, if any, the evidence presented at the hearings, and the testimony of the parties and witnesses) establishes that it is more likely than not that the Respondent committed a violation of this Policy. In other words, the standard of proof will be the preponderance of the evidence. If the Hearing Panel determines that more likely than not the Respondent committed a violation of this Policy, the Hearing Panel will recommend sanctions and give consideration to whether a given sanction will (a) bring an end to the violation in question, (b) reasonably prevent a recurrence of a similar violation, and (c) remedy the effects of the violation. The Hearing Panel will forward its recommendations regarding sanctions to the Chancellor or his designee, who will make the final determination regarding all sanctions.

Sanctions for a finding of responsibility will depend upon the nature and gravity of the misconduct, any record of prior discipline for a violation of this Policy, or both. Sanctions may include, without limitation, expulsion or suspension from the University, disciplinary probation, expulsion from campus housing, mandated counseling, and/or educational sanctions deemed appropriate by the Hearing Panel.

Ordinarily, sanctions will not be imposed until the resolution of any timely appeal under
this Policy. However, if it is deemed necessary to protect the welfare of the victim or the
University community, the Hearing Panel may recommend and the Chancellor or his/her
designee may determine that any sanctions be imposed immediately and continue in effect
until such time as the appeal process is exhausted.

At such time that the appeal process is exhausted, the Title IX Coordinator will determine
the final accommodations to be provided to the victim, if any, and the Title IX Coordinator
will communicate such decision to the victim and the Respondent to the extent that it
affects him/her.

The Title IX Coordinator will also take steps to prevent any harassment of or retaliation
against the Complainant, the victim (if not the Complainant), or third parties, such as
informing them about how to report subsequent problems, following up with them to ensure
that there are no subsequent problems, providing training for the campus community, and
providing counseling for the Respondent. The Title IX Coordinator will also take steps to
prevent the harassment of or retaliation against the Respondent.

Furthermore, the Title IX Coordinator will take prompt corrective action if the Complainant
or the victim (if not the Complainant) experiences retaliation or is subjected to further
violation of this Policy or if the original sanctions imposed on the Respondent are
ineffective to protect the safety and well-being of the Complainant, the victim (if not the
Complainant), or other members of the University community. The Title IX Coordinator
will also take reasonable steps to eliminate any hostile environment that has been created,
such as conducting trainings and disseminating informational materials. In taking the
above-outlined steps, the Title IX Coordinator will make every reasonable effort to
minimize the burden on the Complainant and/or alleged victim.

Final Outcome Letter. Within ten (10) business days following the conclusion of the
hearings, the Hearing Panel will issue a written decision letter (the “Final Outcome Letter”)
concurrently to the Respondent, and the alleged victim (if not the Complainant). The Final
Outcome Letter will set forth (1) the name of the Respondent, (2) the violation(s) of this
Policy for which the Respondent was found responsible, if any, (3) the recommended
sanctions imposed on the Respondent, if any, and it may set forth names of other
individuals, such as a victim or witness, provided that such other individuals provide their
written consent to such inclusion.

In order to comply with FERPA, the letter will not include information considered part of a
party’s “education record” (as that term is defined by FERPA) that is not otherwise exempt
from disclosure under the Act, or other information about sanctions that do not relate to the
victim.

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

**TIME PERIODS**
The University will make every reasonable effort to ensure that the investigation and resolution of a Complaint occurs in as timely and efficient a manner as possible. The

University’s investigation and resolution of a Complaint (including an appeal, if applicable) will generally be completed within 60 calendar days of the receipt of the Complaint, absent extenuating circumstances. Hearings, if at all, will take place after the conclusion of the investigation. If hearings have taken place, both the Complainant and the Respondent generally will receive a Final Outcome Letter within ten (10) business days of the conclusion of the hearing.

Any party may request an extension of any deadline by providing the Title IX Coordinator or his or her respective deputies with a written request for an extension that includes reference to the duration of the proposed extension and the basis for the request.

For purposes of calculating all time periods set forth in this Complaint and Grievance Policy, a business day is defined to mean normal operating hours, Monday through Friday, excluding recognized national and state holidays and University closings.

Timelines may be modified in cases where information is not clear, judged to be incomplete, relevant parties are not available for interview, and/or other related circumstances as may arise. The Title IX Coordinator may also modify any deadlines contained in this Policy as necessary and for good cause.

**ACKNOWLEDGEMENT OF RESPONSIBILITY**
At any time prior to the issuance of the Investigative Report or the date of his/her designated hearing, the Respondent may elect to acknowledge his/her actions and take responsibility for the alleged policy violation. In such situation, the Title IX Coordinator will propose sanction(s). If either party objects to the proposed sanction(s), they may appeal the sanction pursuant to this Policy.

**NO RETALIATION**
Retaliation against any person who files a Complaint, participates in an investigation, or opposes a discriminatory employment or educational practice or policy is prohibited. A person who believes retaliation has occurred should notify the Title IX Coordinator as soon as possible.

**FALSE REPORTS**
Willfully making a false report of sexual harassment is a violation of University policy and is a serious offense. Any person who willfully makes or participates in making a false or frivolous report of discrimination, harassment, retaliation or sexual misconduct will be subject to disciplinary action. False reporting may also violate state criminal statutes and civil defamation laws.
OFFICE OF CIVIL RIGHTS COMPLAINT
Although Complainants are encouraged to resolve their grievances related to discrimination by utilizing this Complaint/Grievance Procedure, they have the right to file a complaint directly with the U.S. Department of Education, Office for Civil Rights (OCR). Information regarding applicable timelines and procedures is available from OCR. You may call 1-800-421-3481 to obtain further information about filing a complaint with OCR.

EFFECTIVE DATE
The University reserves the right to make changes and amendments to this Policy as needed, with appropriate notice to the community. However, the Policy in force at the time that a Complaint is filed will be the Policy used throughout the investigation, hearing and any appeals that are heard.

DOCUMENTATION
The University will retain documentation (including but not limited to the written Complaint, notifications, the Investigative Report, any written findings of fact, petitions for appeal, any documents or evidence submitted by the parties, hearing transcripts or recording (if any) and any written communication between the parties), for at least three (3) years. Documentation pertaining to terminations, expulsions or educational sanctions may be retained indefinitely.

DEFINITION OF TERMS
Complainant: Any party who makes a Complaint against a student, employee, staff member or campus visitor.

Consent: Consent is clear, knowing and voluntary. Consent is active, not passive. Silence, in and of itself, cannot be interpreted as consent. Consent can be given by words or actions, as long as those words or actions create mutually understandable clear permission regarding willingness to engage in (and the conditions of) sexual activity.

If coercion, intimidation, threats, or physical force are used there is no consent. If a person is mentally or physically incapacitated or impaired so that such person cannot understand the fact, nature or extent of the sexual situation, there is no consent; this includes impairment or incapacitation due to alcohol or drug consumption, or being asleep or unconscious. Incapacitation is a state where someone cannot make rational, reasonable decisions because he or she lacks the capacity to give knowing consent. There is no consent when there is force, expressed or implied, or use of duress or deception upon the victim. Silence does not necessarily constitute consent. Past consent to sexual activities does not imply ongoing future consent. Whether an individual has taken advantage of a position of influence over an alleged victim may be a factor in determining consent.

Coercion is unreasonable pressure for sexual activity. Coercive behavior differs from seductive behavior based on the type of pressure someone uses to get consent from another. When someone makes clear to you that they do not want sex, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.
Force is the use of physical violence and/or imposing on someone physically to gain sexual access. Force also includes overt threats, implied threats, intimidation and coercion that overcome resistance or produce consent.

Under Arkansas law, the age of consent varies with the degrees of assault, the age of the actor, and the relationship of the actor to the other party. For specific information, please refer to Arkansas statutes (e.g., Arkansas Code Annotated § 5-14-125, Sexual Assault in the Second Degree).

Sexual activity with someone known to be mentally or physically incapacitated, or based on the circumstances, or someone who could reasonably be known to be mentally or physically incapacitated, constitutes a violation of this Policy.

This Policy also covers a person whose incapacity results from mental disability, sleep, involuntary physical restraint, or from the taking of rape drugs. Possession, use and/or distribution of any of these substances, including Rohypnol, Ketamine, GHB, Burundanga, etc. is prohibited, and administering one of these drugs to another person is a violation of this Policy. More information on these drugs can be found at http://www.911rape.org/

Use of alcohol or other drugs will never function as a defense to a violation of this Policy. Consent to any one form of sexual activity cannot automatically imply consent to any other forms of sexual activity. Previous relationships or prior consent cannot imply consent to future sexual acts.

**Dating Violence:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the alleged victim. It includes any unwelcome physical violence such as hitting, pulling, shoving, kicking, biting or throwing things; and sexual assault, sexual exploitation and sexual harassment.

**Discrimination (general definition):** Conduct that is based upon an individual’s race, color, religion, national origin, service in the uniformed services (as defined in state and federal law), veteran status, sex, age, pregnancy, gender identity, sexual orientation, physical or mental disability or genetic information that excludes an individual from participation, denies the individual the benefits of, treats the individual differently or otherwise adversely affects a term or condition of an individual’s employment, education, living environment or participation in a University program or activity. This includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

**Discriminatory Harassment:** Detrimental action based on an individual’s race, color, religion, national origin, service in the uniformed services (as defined in state and federal law), veteran status, sex, age, pregnancy, gender identity, sexual orientation, physical or mental disability or genetic information. Harassing conduct may take various forms, including, name-calling, graphic or written statements (including the use of cell phones or the Internet), or other conduct that may be physically threatening, harmful, or humiliating. Harassment does not have to include intent to harm, be directed at a specific target or involve repeated incidents. Gender-based harassment includes sexual harassment.
**Domestic Violence:** Physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault between family or household members; or any sexual conduct between family or household members, whether minors or adults, that constitutes a crime under the laws of this state. Family or household members means spouses, former spouses, parents and children, persons related by blood within the fourth degree of consanguinity, any children residing in the household, persons who presently or in the past have resided or cohabited together, persons who have or have had a child in common, and persons who are presently or in the past have been in a dating relationship together. See also, Arkansas Code Annotated § 9-15-103—"Domestic Abuse").

**Hostile Environment:** A hostile environment exists when there is harassing conduct based on race, color, religion, national origin, service in the uniformed services (as defined in state and federal law), veteran status, sex, age, pregnancy, gender identity, sexual orientation, physical or mental disability or genetic information that is sufficiently serious (i.e., severe, pervasive, or persistent) and objectively offensive to deny or limit a person’s ability to participate in or benefit from the University’s programs, services, opportunities or activities; or when such conduct has the purpose or effect of unreasonably interfering with an individual’s employment. Harassment that creates a hostile environment ("hostile environment harassment") violates this Policy.

**Non-Consensual Sexual Contact:** Non-consensual sexual contact is any intentional sexual touching, however slight, with any object by a male or female upon a male or a female that is without consent and/or by force. Sexual Contact includes intentional contact with the breasts, buttock, groin, or genitals, or touching another with any of these body parts, or making another touch you or themselves with or on any of these body parts; any intentional bodily contact in a sexual manner, though not involving contact with/of/by breasts, buttocks, groin, genitals, mouth or other orifice.

**Non-Consensual Sexual Intercourse:** Non-consensual sexual intercourse is any sexual intercourse however slight, by a male or female upon a male or a female that is without consent and/or by force. Intercourse includes vaginal penetration by a penis, object, tongue or finger; anal penetration by a penis, object, tongue, or finger; and oral copulation (mouth to genital contact or genital to mouth contact), no matter how slight the penetration or contact.

**Respondent:** The person(s) against whom a Complaint has been made.

**Retaliation:** Action taken by an accused individual or by a third party against any person because that person has opposed any practices forbidden under this Policy or because that person has filed a Complaint, testified, assisted or participated in any manner in an investigation or proceeding under this Policy. This includes action taken against a bystander who intervened to stop or attempt to stop discrimination, harassment or sexual misconduct. Retaliation includes intimidating, threatening, coercing or in any way discriminating against an individual because of the individual’s Complaint or participation. Action is generally deemed retaliatory if it would deter a reasonable person in the same circumstances from opposing practices prohibited by this Policy.
**Sexual Assault:** An actual or attempted sexual contact with another person without that person’s consent. Sexual assault includes, but is not limited to involvement in any sexual contact when the victim is unable to consent; intentional and unwelcome touching of, or coercing, forcing, or attempting to coerce or force another to touch a person’s intimate parts (defined as genital area, groin, inner thigh, buttocks, or breast); and sexual intercourse without consent, including acts commonly referred to as “rape.”

**Sexual Exploitation:** Occurs when a person takes non-consensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of other sexual misconduct offenses. Examples of behavior that could rise to the level of sexual exploitation include, but are not limited to:

- invading sexual privacy;
- prostituting another person;
- non-consensual video or audio-taping of sexual activity;
- going beyond the boundaries of consent (e.g., allowing others to watch consensual sex without that party’s knowledge or consent);
- engaging in voyeurism;
- non-consensual distribution of photos, other images, or information of an individual’s sexual activity, intimate body parts, or nakedness, with the intent to or having the effect of embarrassing an individual who is the subject of such images or information;
- knowingly transmitting an STI, such as HIV, to another without disclosing your STI status;
- exposing one’s genitals in non-consensual circumstances or inducing another to expose his or her genitals; or
- possessing, distributing, viewing or forcing others to view illegal pornography,
- sexually-based stalking and/or bullying may also be forms of sexual exploitation.

**Sexual Harassment:** Sexual Harassment is unwelcome, gender-based spoken, written or symbolic action or physical conduct that is sufficiently severe, persistent or pervasive that it has the effect of unreasonably interfering with, limiting or denying someone the ability to participate in or benefit from the University’s educational programs. The unwelcome behavior may be based on power differentials, the creation of a hostile environment or retaliation.

For the purpose of this Policy, sexual harassment includes stalking or repeatedly following, harassing, threatening, or intimidating another by telephone, mail, electronic communication, social media, or any other action, device or method that purposely or knowingly causes substantial emotional distress or reasonable fear of bodily injury or death. Sexual harassment also includes *quid pro quo* sexual harassment which exists when there are unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature and submission to or rejection of such conduct results in adverse educational or employment action.

Not all workplace or educational conduct that may be described as “harassment” affects the terms, conditions or privileges of employment or education. For example, a mere utterance
of an ethnic, gender-based or racial epithet which creates offensive feelings in an employee or student would not normally affect the terms and conditions of their employment or limits a student’s ability to participate in or benefit from the University’s educational programs or activities.

**Sexual Misconduct:** includes sexual assault, inducing incapacitation for sexual purposes, sexual exploitation and dating and domestic violence.

**Status:** A full-time employee of the University will be considered an “employee” for the purposes of this Policy, regardless of whether he/she is also enrolled as a student. Any student who is a part-time employee will be considered a “student” for the purposes of this Policy unless the incident under consideration occurred in connection with his/her employment.

**EMPLOYMENT CATEGORIES**

**A. FACULTY, ADMINISTRATORS AND STAFF**
A faculty member is an employee who holds the rank of instructor, assistant professor, associate professor, professor or distinguished professor. Other titles that have faculty status and academic rank are dean of libraries, librarian, associate librarian, assistant librarian, curator, associate curator, assistant curator, instructional development specialist I and II and extension specialist I, II, III, and IV. Extension specialists hold academic rank only when they are appointed in academic units.

An administrator is an employee who holds the title of assistant director, associate director, director, assistant dean, associate dean, dean, assistant vice chancellor, associate vice chancellor, vice chancellor, assistant chancellor, associate chancellor, chancellor or one of the above titles modified by the term executive. Some administrators also hold faculty rank.

A staff member is an employee who is neither a faculty member nor an administrator. Staff members may be classified or non-classified.

All job titles are authorized by the Arkansas General Assembly in the biennial appropriation act, and are designated as classified or non-classified. Classified staff positions are grouped under the Arkansas Uniform Classification and Compensation Act with positions that have similar duties and responsibilities and require similar knowledge, abilities, skills, education and experience. Each classification is assigned a pay grade that has a minimum and a maximum pay level. Non-classified staff positions are not assigned a pay grade, but each has a maximum salary for each year of the biennium. Faculty positions, and generally most administrative titles, are non-classified.

**B. EXTRA HELP**
Employees may be hired on an extra-help basis either full-time or part-time. Extra-help employees are hired on a temporary, as-needed basis, are paid semi-monthly for hours worked and are not eligible to participate in the fringe benefits program. Non-student extra-help employees are eligible to be paid for University holidays equivalent to the
number of hours per day worked provided they work the day before and the day after a University holiday, and they work twenty hours (half-time) or more per week. Hourly employees may also participate in the retirement plan although UAPB will not match their contributions.

EXTRA-HELP EMPLOYEES ARE PROHIBITED FROM WORKING MORE THAN 1,500 HOURS IN A FISCAL YEAR. IT IS THE RESPONSIBILITY OF BOTH THE EMPLOYEE AND THE HIRING DEPARTMENT TO MONITOR THE NUMBER OF HOURS AN EXTRA-HELP EMPLOYEE WORKS. THE HUMAN RESOURCES OFFICE WILL ALSO MONITOR THE NUMBER OF HOURS AN EXTRA-HELP EMPLOYEE WORKS, AND WILL MAKE EVERY EFFORT TO NOTIFY THE DEPARTMENT PRIOR TO THE TIME THE 1,500 HOUR LIMIT WILL BE MET.

C. EXEMPT AND NON-EXEMPT
The Office of Personnel Management (OPM) of the Arkansas Department of Finance and Administration (DFA) designates state job titles as exempt or non-exempt under the Fair Labor Standards Act (FLSA). Certain positions may, because of the nature of the responsibilities, be exceptions to OPM’s general designations. The Human Resources Office is able to test specific positions for exempt or non-exempt status. The FLSA requires the payment of overtime for non-exempt work in excess of forty hours in a work week or the granting of compensatory time. For additional information concerning the classification of employment positions or eligibility for overtime compensation, contact the Human Resources Office.

EMPLOYMENT POLICIES AND PROCEDURES

A. DRUG-FREE WORKPLACE
It is the policy of UAPB to maintain an educational and working environment free from the influence of unlawful drugs. Therefore, the manufacture, possession, use or dispensing or distribution of drugs and/or alcohol by any employee, on any property owned or maintained by UAPB, or as a part of any UAPB activity, is strictly prohibited. Alcohol may be served at the Chancellor’s residence for events associated with the campus. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment, as well as state and federal law enforcement agencies.

B. ALCOHOL (Board of Trustees Policy 705.2)
UAPB is committed to providing a safe, comfortable and productive work environment. Employees who consume alcohol at work or who appear at work under the influence of alcohol, harm both themselves and the work environment. Dispensing, possessing and/or consuming alcoholic beverages on State property is strictly prohibited, except as allowed at the Chancellor’s residence for events associated with the campus. Such actions may result in disciplinary action up to and including termination.

C. SMOKING (Board of Trustees Policy 235.1)
UAPB is a smoke-free campus. Smoking is not allowed in any building except for the
chancellor’s residence. The smoking of tobacco or tobacco products containing tobacco in any form is prohibited within twenty-five feet of an entrance to any building owned or leased by the State of Arkansas.

D. WEAPONS
An employee may not possess, use or store a weapon on campus, or in areas controlled by UAPB, including vehicles, owned or leased apartments and residence halls. An employee found in violation of this policy will be subject to disciplinary action up to and including termination.

E. NEPOTISM (Board of Trustees Policy 410.1)
Employment of relatives in the same department or division is allowed only when one will not supervise or have control over personnel decisions affecting the other. To avoid a possible conflict of interest, a relative must not participate, formally or informally, in any aspect of a relative’s employment, including but not limited to, decisions to hire, retain, promote or compensate.

F. PERSONNEL RECORDS
Employees may review their personnel files in the Human Resources Office. All files and documents maintained in an employee’s personnel file are confidential, except as required by law.

G. CONFIDENTIAL INFORMATION
Employment at UAPB may result in an employee having access to academic, personnel, budgetary or other such confidential information. An employee is expected to respect the confidentiality of such information and not disclose it to anyone who does not have an official need for the information, except as required by law.

The Family Educational Rights and Privacy Act, also known as FERPA or the Buckley Amendment, prohibits, with certain limited exceptions, the release of information from a student’s educational records unless the student has given written consent. Questions about FERPA compliance should be directed to the Registrar or the General Counsel.

H. PERFORMANCE EVALUATIONS
The performance of all employees will be evaluated on an annual basis to allow supervisors and employees an opportunity to review and discuss job requirements and performance. The evaluation of an employee’s performance is not limited to the annual review, and should be viewed as an ongoing process.

I. PROMOTION AND DEMOTION – CLASSIFIED EMPLOYEES
A promotion to a classification one grade higher than an employee’s current classification will result in a maximum increase of six percent. A promotion to a classification that is two or more grades higher than an employee’s current classification will result in a maximum increase of eight percent. If the new rate of pay falls below Pay Level 1 for the new grade, an employee’s rate of pay shall be adjusted to Pay Level 1. However, the rate of pay may not exceed Pay Level IV of the new pay grade. An employee must meet or exceed the minimum qualifications for the new position to be promoted to that
When an employee is involuntarily demoted or voluntarily solicits a demotion, the rate of pay shall be fixed in the lower graded position at a rate equal to six percent less than the employee’s rate of pay at the time of demotion for a demotion of one grade, and a maximum of eight percent less than the employee’s rate of pay at the time of demotion for a demotion of two or more grades.

J. TRANSFERS AND LATERAL CHANGES
Employees transferring from a classified position to another, at the same grade, are eligible to remain at the same salary. Employees transferring from a classified position to another at a higher or lower grade are considered as being promoted or demoted as appropriate. This policy applies to employees transferring between State agencies and/or institutions without a break in service, and employees returning to State service within two pay periods after leaving.

K. USE OF UNIVERSITY NAME (Board of Trustees Policy 100.7)
The institution’s name is used in many contexts and for a wide range of purposes. Use of the name “University of Arkansas at Pine Bluff” shall be limited to UAPB activities.

L. USE OF UNIVERSITY PROPERTY AND FACILITIES (Board of Trustees Policy 705.1) Campus facilities exist primarily for serving a planned and scheduled program of educational activities. When not required for regularly planned educational programs, these facilities may be made available for extracurricular use to UAPB colleges, departments and other organizational units; organizations composed exclusively of faculty and staff; organizations that exist solely for the benefit of UAPB; and to recognized student organizations with the approval of the faculty advisor.

The chancellor is authorized to approve the use of a facility that is not in use for a regularly scheduled educational activity or for an extracurricular use by a UAPB organization when such use will enhance, support, further or enrich the educational programs of UAPB. Campus facilities shall not be used by non-UAPB groups or organizations for their own purposes, for fundraising for projects not directly connected with a UAPB activity or the conduct of private business.

M. CONFLICTS OF INTEREST AND COMMITMENT (Board of Trustees Policy 330.1) In today’s complex environment, employees may be faced with situations that may conflict or appear to conflict with their obligations, responsibilities and decisions in University-related matters. Employees need to be more sensitive to the possibility that outside obligations, financial interests or employment may affect their responsibilities and decisions as members of the UAPB community. Complete disclosure and expeditious review of such conflicts or potential conflicts is in the best interest of the employee and UAPB.

Conflicts can generally be categorized as conflicts of interest and commitment. Conflicts of interest are situations where employees have the opportunity to influence administrative, business, and/or academic decisions in ways that could lead to personal
gain, give improper advantage to self or others, or interfere with the mission, goals, and objectives of UAPB. Conflicts of commitment are situations where employees’ time and effort given to outside activities and interests interfere with their obligations and responsibilities.

There may be rare occasions when conflicts of interest and commitment are unavoidable; however, the failure to disclose situations that have the potential for or involve actual conflicts of interest or commitment is a violation of policy.

Situations that have the appearance of, potential for or involve actual conflicts of interest or commitment must be reported, in writing, to the employee’s immediate supervisor. Written disclosure should be made by the employee before any arrangements, whether verbal or written, are made concerning the conflict. Modification to existing arrangements should be reported as they occur. In addition, continuing arrangements should be reported on an annual basis. In disclosing these situations, the employee shall indicate all steps that will be taken to avoid or minimize any conflict of interest or commitment.

After consulting with the employee concerning whether an actual or potential conflict of interest or commitment exists, the supervisor shall provide the employee with a written decision and any remedial action that must be taken within five (5) working days after such consultation. Employees may appeal the decision to the next level supervisor. Conflicts that are determined to be of such a serious nature due to their potential or adverse impact on UAPB shall be reported through the supervisory line to the chancellor. The following are examples of situations that may involve conflicts of interest or commitment, and consequently should be disclosed. There may be activities or situations that have the appearance, potential for or involve actual conflicts that should be disclosed.

1. Use of UAPB resources (employee time or space, equipment or supplies) to benefit oneself and/or an external entity.
2. Employee or immediate family member having a financial interest in business decisions.
3. Disclosing information obtained through employment for personal profit or gain or for profit or gain of a family member.
4. Appointment, promotion, supervision or management of an immediate family member.
5. Accepting benefits, gratuities or special favors from external entities either currently doing business or seeking to do business with UAPB.
6. Having a financial interest with a vendor doing business or seeking to do business with UAPB.

N. CONCURRENT EMPLOYMENT
Provided approval has been received from the Arkansas Department of Finance and Administration, employees may work for state agencies, other institutions or other UAPB departments outside of their normal work day. The work performed for the second agency, institution or other UAPB department must not interfere with the proper and
required performance of the employee’s duties in the primary position. The combined salary payments from both positions must not exceed the maximum allowable salary for the higher paid position. The work for the second agency, institution or UAPB department must be performed outside of the employee’s normal UAPB work day. A classified employee is not allowed to take vacation or compensatory time to perform the work for the second agency, institution or other UAPB department.

O. OUTSIDE EMPLOYMENT (Board of Trustees Policy 450.1)
While emphasizing the fact that full-time faculty and staff members are obligated to devote their working time and efforts primarily to the campus, UAPB recognizes that a limited amount of outside work for compensation may be advantageous to all concerned. Faculty and staff members are, therefore, encouraged to engage in outside employment that will affirmatively contribute to their professional advancement, or correlate with their position. Such employment should neither interfere in any substantial way with the employee’s duties nor conflict with his/her scheduled campus assignments. Written approval from department head and dean shall be obtained in advance of outside employment. Each dean or similar officer shall keep records on outside employment of personnel in his/her own area of responsibility, and determine that the employee does not act as an agent or representative of UAPB. UAPB property or facilities shall not be used for monetary gain except with special permission of the head of the campus.

P. POLITICAL ACTIVITIES (Board of Trustees Policy 465.1)
UAPB employees, as citizens, have the right to engage in political activity. However, no employee may involve the institution’s name, symbols, property or supplies in political activities.

An employee who intends to seek public office, or to assume a major role in a political campaign, is obligated to discuss his/her plans with the supervisor. If the supervisor determines that the activity will impinge to any extent upon the full discharge of the employee’s responsibilities to UAPB, the plans must be reviewed through regular administrative channels to the president for a determination of work load and salary adjustment.

Q. FREEDOM OF INFORMATION ACT
In accordance with the Arkansas Freedom of Information Act (FOIA), documents maintained by UAPB, with some exceptions, are considered public records, and must be made available to the public for inspection and review during regular business hours. FOIA requests must be responded to within twenty-four hours of the request during the regular business hours of UAPB unless the records are in active use or storage. If a determination is made that the records are in “active use or storage” as defined by the FOIA, the requester of the records must be notified, and the request must be responded to within three business days. If copies are requested and made, UAPB may charge a fee for copying which shall not exceed the actual cost for the copies. If an employee receives a FOIA request, it shall be reported to a department head who must consult the administrator designated as custodian of the records and the General Counsel for guidance and advice.
R. STUDENT RECORDS
The Family Educational Rights and Privacy Act (FERPA) is a federal law designed to protect the privacy of student educational records, establish the right of students to inspect and review their education records, and provide guidelines for the correction of inaccurate and misleading information in such records. The following categories of student information have been designated as directory information which means it may be released absent student consent provided a student has chosen not to opt out of the disclosure of such information.

<table>
<thead>
<tr>
<th>Category I</th>
<th>Name, address, telephone number, dates of attendance, class</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category II</td>
<td>Previous institution(s) attended, major field of study, awards, honors (includes Dean’s list), degree(s) conferred (including dates).</td>
</tr>
<tr>
<td>Note</td>
<td>Information from a student’s educational records is CONFIDENTIAL, and shall not be released without the written consent of the student in the absence of an applicable exemption provided by federal law.</td>
</tr>
</tbody>
</table>

Currently enrolled students may withhold disclosure of directory information, as detailed above, by notifying the Office of Admissions and Academic Records, in writing, prior to the last day to complete registration. Forms requesting the withholding of directory information are available in the Office of Admissions and Academic Records located in the Administration Building.

In order to protect the confidentiality of student educational records, the following are guidelines for handling such information:

1. Confidential information should never be placed in a wastebasket or container.
2. Users shall make a reasonable effort to not leave information pertaining to students unattended whether a paper or electronic copy.
3. Users shall make a reasonable effort to secure computer screens from the view of onlookers.
4. Student educational records are confidential and shall never be discussed outside the workplace.
5. Each user is responsible for maintaining the confidentiality of student information.

Users failing to comply with these guidelines will be subject to disciplinary action.
COMPENSATION POLICIES AND PROCEDURES

A. PAYROLL DISTRIBUTION
Payroll is issued semi-monthly on the 15th and the last day of each month. If either of these days falls on a Saturday, Sunday, or holiday, checks will be available on the Friday or the last working day before the weekend or holiday. Checks are distributed by the cashier’s office to the department, or through direct deposit.

B. DIRECT DEPOSIT
Employees paid on a regular salaried payroll may participate in the direct deposit program in order that employees have their semimonthly salary deposited into their checking or savings account.

C. ADJUSTMENTS TO PAY
The legislature may from time to time authorize pay increases that represent cost of living adjustments for classified employees. These increases are not performance-based, but are awarded to all classified employees. UAPB may from time to time authorize pay increases to classified, as well as non-classified staff and faculty members.

D. TWELVE MONTH SALARY PAYMENT TO NINE-MONTH EMPLOYEES
(Board of Trustees Policy 435.2) Any unit of the University of Arkansas may enter into agreements with nine-month employees (on one-half time or greater appointments) to provide payments of annual salaries on the basis of twelve equal installments, provided that no monthly installments under such an agreement shall commence earlier than the first day of the month in which said employee begins work.

E. CAREER SERVICE RECOGNITION
Service in a classified or non-classified position, except faculty positions, may be counted toward the eligibility requirements for Career Service Recognition payments. There is no requirement that State service be continuous and uninterrupted. Classified and non-classified employees, as defined in this section, are eligible for annual payments upon completion of ten or more years of service in a classified or non-classified full-time position with an agency or institution of higher education in the State. Payments are currently made according to the following schedule:

<table>
<thead>
<tr>
<th>Career Service</th>
<th>Annual Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 through 14 years of state service</td>
<td>$300</td>
</tr>
<tr>
<td>15 through 19 years of state service</td>
<td>$400</td>
</tr>
<tr>
<td>20 through 24 years of state service</td>
<td>$500</td>
</tr>
<tr>
<td>25 or more years of state service</td>
<td>$600</td>
</tr>
</tbody>
</table>

Payments are made at the end of the month in which the increase eligibility date or career service credit date falls. Checks are produced from a supplemental payroll, and are subject to federal income tax required withholding rates, and regular social security and state income tax withholdings. Withholdings such as retirement contributions or any
miscellaneous deductions do not apply. Payments are separate from regular payroll checks, and do not affect or become a part of an employee’s base salary.

**F. WORKERS COMPENSATION**

When an employee is injured while working, the accident should be immediately reported to the supervisor. If medical attention is necessary, the employee will be sent to a physician. If an injury is sustained at night or on a weekend when the physician’s office is closed, the employee will be taken to Jefferson Regional Medical Center. Supervisors will instruct the injured employee on procedures for securing treatment. Supervisors or co-workers should not hesitate to call an ambulance where there is evidence of serious injury to a fellow employee. The driver should be directed to take the employee to the nearest hospital emergency facility.

As soon as the employee’s physical condition permits, a notarized statement should be filed with the Human Resources Office describing the circumstances of the injury. The statement should answer the questions of WHO, WHAT, WHEN, WHERE, WHY and HOW the injury occurred, and should include the names of all witnesses.

Depending on the nature and extent of the injury, UAPB will file a report of the injury with the Arkansas State Worker’s Compensation Commission. In such cases, UAPB will work closely with the employee and supervisor in filing the claim. The department head should make a thorough investigation of the injury and contact the Human Resources Office for the necessary forms within twenty-four (24) hours of the injury. These forms should be completed and returned to the Human Resources Office as soon as possible so they may be mailed to the Public Employee Claims Division of the Arkansas Insurance Department.

**G. FAIR LABOR STANDARDS ACT**

A regular work week is forty hours, and overtime work for classified employees is generally not allowed unless it is absolutely necessary. If the workload in a department necessitates working beyond regular hours, overtime payment may be made with the prior approval of the supervisor and appropriate vice chancellor for non-exempt employees defined by the Fair Labor Standards Act, or for the performance of non-exempt work by an exempt employee, or compensatory time may be granted to the employee.

Overtime pay is calculated at a rate of one and one-half times an employee’s regular hourly pay for each hour worked in excess of forty in a work week. Paid holidays, vacation, sick leave or other leave shall not be counted as hours worked. Equivalent time-off should be granted employees working on a holiday or other regularly scheduled day off. An employee’s entitlement to earn overtime pay depends upon whether he or she is classified as an exempt or a non-exempt employee, and the type of work performed by the employee exceeding the forty hour work week.
H. EMPLOYEE DEBTS
UAPB shall have the right to set off against amounts due and payable to an employee, including student employees, those amounts due and payable to UAPB, with UAPB then paying the net amount remaining to the employee in full satisfaction of his/her wages or other amount due, subject to the requirements of University of Arkansas Board of Trustees Policy 405.2. Subject to these requirements, the Chancellor, through the Division of Finance and Administration, may develop a repayment plan for successive offsets so that the entire amount owed is not offset on a single occasion; however, no such plan shall be developed in the instance of any final settlement of accounts such as where a final check for wages for a terminating employee may be involved.

I. GARNISHMENTS
An employee is subject to having wages and/or other amounts due seized by a court order of garnishment or by a governmental lien. UAPB is required to comply with an order of garnishment when it is issued after a legal judgment has been entered. Governmental liens such as those arising from claims for unpaid taxes and from bankruptcy claims must also be honored.

For garnishments against compensation due an employee, federal law restricts the amount which may be seized for any work week to twenty-five percent of disposable earnings, or the amount by which disposable earnings exceed thirty (30) times the federal minimum hourly wage, whichever is less, and subject to certain restrictions.

Upon receipt of two orders of garnishment, two salary liens, or a combination of one of each type of seizure against the salary of an employee during any period of twelve months starting from receipt of the first order, grounds shall be deemed to exist for termination of an employee. Multiple garnishment orders arising from the same debtor and same judgment shall be treated as a single garnishment, and multiple salary liens arising out of the same bankruptcy order or same debt for taxes due the same governmental unit shall be treated as a single salary lien. The Human Resources Office shall notify the immediate supervisor and chancellor when two orders are received concerning the same employee within a twelve-month period.

LEAVE POLICIES AND PROCEDURES (Board of Trustees Policies 420.1 and 420.2)

A. ANNUAL LEAVE FOR CLASSIFIED EMPLOYEES
Employees working 1,000 hours or more per year in a regular, classified position accrue annual leave. Full-time eligible employees accrue annual leave in accordance with the following schedule, while employees employed less than full-time, but more than 1,000 hours per year, accrue annual leave in the same proportion to time worked:

<table>
<thead>
<tr>
<th>Years of Employment</th>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Through 3 years</td>
<td>8 hours</td>
<td>12 days</td>
</tr>
<tr>
<td>3 through 5 years</td>
<td>10 hours</td>
<td>15 days</td>
</tr>
<tr>
<td>5 through 12 years</td>
<td>12 hours</td>
<td>18 days</td>
</tr>
</tbody>
</table>
**UNIVERSITY OF ARKANSAS AT PINE BLUFF**  
Faculty/Staff Handbook

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Hours</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 through 20 years</td>
<td>14</td>
<td>21</td>
</tr>
<tr>
<td>Over 20 years</td>
<td>15</td>
<td>22.5</td>
</tr>
</tbody>
</table>

Annual leave is cumulative; however, no employee may have in excess of thirty days (240 hours) on December 31 of each year. Annual leave may not be accumulated during leave without pay when it exceeds ten or more days within a calendar month. Annual leave is granted on the basis of work days, not calendar days. Annual leave must be earned before it can be taken, and is deducted from the employee’s accrued leave in increments of not less than one hour.

Upon termination, resignation, retirement or other action by which a person ceases to be an employee, the amount due an employee from accrued annual leave or holiday leave, not to exceed thirty working days, or sixty (60) working days due to the death of an employee, inclusive of holidays, shall be included in final pay to the employee or employee’s estate. **NO EMPLOYEE RECEIVING SUCH ADDITIONAL COMPENSATION SHALL RETURN TO UAPB EMPLOYMENT PRIOR TO THE EXPIRATION OF THE PERIOD FOR WHICH THIS ADDITIONAL COMPENSATION WAS RECEIVED.**

**B. ANNUAL LEAVE FOR NON-CLASSIFIED EMPLOYEES**
Twelve month non-classified employees receive 22.5 days of annual leave from the onset of employment, earned at a rate of fifteen hours per month.

Annual leave benefits are granted to all non-classified, non-student employees, and part-time appointed employees in proportion to the time worked, provided the employee works half-time or more.

**EMPLOYEES WHOSE PERIOD OF EMPLOYMENT IS SCHEDULED TO CHANGE FROM TWELVE-MONTHS TO NINE-MONTHS MUST TAKE ALL ACCRUED LEAVE BEFORE THE END OF THE TWELVE-MONTH PERIOD. AN EMPLOYMENT PERIOD SHALL NOT BE EXTENDED FOR THE PURPOSE OF PAYING AN EMPLOYEE FOR ACCRUED LEAVE, AND NEITHER SHALL LUMP-SUM TERMINAL PAYMENT BE MADE UNLESS AN EMPLOYEE TERMINATES EMPLOYMENT WITH UAPB.**

Annual leave is cumulative; however, no employee may have in excess of thirty days (240 hours) on December 31 of each year. Annual leave may not be accumulated during leave without pay when it exceeds ten or more days within a calendar month. Annual leave is granted on the basis of work days, not calendar days. Annual leave must be earned before it can be taken, and is deducted from the employee’s accrued leave in increments of not less than one hour.

Upon termination, resignation, retirement or other action by which a person ceases to be an employee, the amount due an employee from accrued annual leave or holiday leave, not to exceed thirty working days, or sixty working days due to the death of an employee, inclusive of holidays, shall be included in final pay to the employee or employee’s estate.
NO EMPLOYEE RECEIVING SUCH ADDITIONAL COMPENSATION SHALL
RETURN TO UAPB EMPLOYMENT PRIOR TO THE EXPIRATION OF THE
PERIOD FOR WHICH THIS ADDITIONAL COMPENSATION WAS
RECEIVED.

Faculty members do not earn annual leave.

C. SICK LEAVE (ALL EMPLOYEES)
Sick leave is available to employees working 1,000 hours or more per year. Paid sick
leave is not granted as vacation leave and can only be used when an employee is unable
to work due to sickness, injury or for medical, dental or optical treatment. Sick leave, not
to exceed three days per occasion, may also be granted to employees due to the death or
serious illness of an immediate family member and for purposes of the Family and
Medical Leave Act (FMLA). For purposes of sick leave, an “immediate family member”
means an employee’s father, mother, sister, brother, husband, wife, child, grandparent,
in-law or any individual acting as a parent or guardian of an employee. An employee
shall be required to furnish to his/her supervisor a certificate from an attending physician
for five or more consecutive days of sick leave. Applications to use sick leave must be
filed within two days after the employee returns to work.

Eligible employees accrue sick leave at the rate of eight hours for each completed month
of service up to a maximum of 960 hours. Sick leave may not be accumulated during
leave without pay when such leave totals ten or more days within a calendar month.
When an employee is laid off for budgetary reasons or the curtailment of activities, and
within a six-month period becomes an employee, accrued sick leave may be reinstated.
Sick leave is granted on the basis of work days and not calendar days. Such leave is
deducted from the employee’s accrual in increments not less than one hour. Non-
workdays such as weekends and holidays falling within a period of sick leave are not
charged as sick leave.

Absence due to illness or disability, except for maternity leave, is charged in the
following order: sick leave, annual leave, and leave without pay. Employees absent from
work due to a temporary occupational injury or illness, and who are entitled to worker’s
compensation benefits may, upon proper application, utilize accrued sick leave as a
supplement to worker’s compensation.

Maternity leave will be treated as any other leave for sickness or disability, except that an
employee who is unable to work because of pregnancy may elect to take a leave of
absence without pay to avoid exhausting accumulated annual and sick leave. Upon return
from leave, an employee will return to the same or comparable position to the one
occupied prior to the leave. An employee must give the supervisor as much notice as
possible prior to beginning maternity leave, and at least two weeks notice prior to
returning to work. Both notices must be in writing.
D. HOLIDAYS
UAPB is closed for the following paid holidays:
- July 4 – Independence Day
- First Monday in September – Labor Day
- Fourth Thursday in November – Thanksgiving
- Day after Thanksgiving
- December 24 – Christmas Eve
- December 25 - Christmas Day
- An additional holiday during Christmas vacation - in lieu of Veteran’s Day
- An additional holiday during Christmas vacation – in lieu of Employee’s Birthday
- January 1- New Year’s Day
- Third Monday in January – Dr. Martin Luther King Jr’s Birthday
- Friday of Spring break - in lieu of George Washington’s Birthday
- Last Monday in May - Memorial Day

In addition, holidays declared by Governor’s Proclamation will be observed. Holidays are observed only by official UAPB designation. Occasionally the day designated may not coincide with the time of observance as outlined above because of conflicts with previous scheduling or with those announced for State employees. In order for employees to be paid for a holiday, they must be in a pay status for both the work day preceding and the work day following the holiday.

When a holiday, except December 25, falls on a Saturday, the preceding Friday is observed. When December 25 falls on a Saturday, the following Monday is observed. When a holiday, except December 24, falls on a Sunday, the following Monday is observed. When December 24 falls on a Sunday, the preceding Friday is observed.

The observance of special religious holidays may be permitted with the approval of the supervisor. In such cases, time off is charged to annual leave.

E. MILITARY LEAVE
An employee who is a member of the National Guard, or any of the reserve branches of the armed forces of the United States, shall be granted two weeks leave annually plus necessary travel time for annual training requirements. Such leave shall be granted without loss of pay and in addition to regular vacation time. A nine-month employee who requests military leave shall furnish a copy of his/her orders to the Human Resources Office. An employee drafted or called to active duty, or who volunteers for military service, shall be placed on extended military leave without pay after exhaustion of accrued annual leave. Upon application within ninety days after the effective date of release from active duty, an employee shall be reinstated to the position vacated or to an equivalent position at no loss of seniority or any of the other benefits and privileges of employment.

Military personnel called to duty in emergencies by the Governor or the President of the United States shall be granted leave with pay not to exceed thirty working days after which leave without pay will be granted. This leave shall be granted in addition to
regular vacation time.

F. COURT AND JURY LEAVE
An employee who serves as a witness, juror or party litigant shall be entitled to regular compensation in addition to any fees paid by the Court for such services or necessary appearances in any court. Such absences shall not be counted as annual leave. An employee shall give reasonable notice of the summons to the supervisor. An employee summoned to serve on jury duty shall not be subject to discharge from employment, loss of sick leave, vacation time or any other form of penalty as a result of the absence from employment for this purpose. Employees accepted by the court as expert witnesses who are paid a fee in excess of the normal witness fee shall be required to take annual leave for the time required for such testimony.

G. LEAVES OF ABSENCE WITHOUT PAY
Leaves of absence without pay may be granted for the following purposes:

1. Necessary absence due to illness, disability or personal reasons when such absences extend beyond available earned vacation and sick leave;
2. Extended absences in the interest of UAPB.

Requests for leave without pay must be in writing, and if granted, such leave will not exceed six months unless in accordance with the provision for military leave. Additional periods of leave without pay shall be considered as a reasonable accommodation in cases of disability, as appropriate.

Failure to report promptly at the expiration of the leave of absence by any employee is cause for dismissal unless a satisfactory reason has been submitted and approved in advance.

University employees may continue to participate in the group insurance programs during the period of leave without pay. Employees who choose this option must pay the total cost (employee premium and employer matching) of coverage. Employees will be fully reinstated in the insurance program when they return to duty.

Leave of absence without pay will be granted with the assurance of reinstatement to the same or comparable position unless the position is no longer available due to budgeting reduction in staff.

A request for leave without pay must be recommended by an employee’s supervisor, department head or appropriate vice chancellor. The request must have the chancellor’s approval before a change of status form is prepared and forwarded to the vice chancellor of finance and administration. The Division of Finance and Administration will forward the request for consideration and decision by the President.

H. FUNERAL LEAVE
An employee may use sick leave when absent due to the death of an immediate family member. For purposes of this policy, an “immediate family member” means an
employee’s mother, father, sister, brother, husband, wife, child, grandchild, grandparents, in-laws or any individual who has acted as parent or guardian to the employee.

I. **EDUCATIONAL LEAVE**
A full-time employee may be granted educational leave by the President of the University of Arkansas System when an employee will continue in the service of UAPB, or when there is a written contract. The amount of salary paid during this period will be agreed upon by an employee and the President or Chancellor, but may not in any case exceed an employee’s regular salary.

J. **WORKERS COMPENSATION**
If an employee is injured or becomes ill due to a work-related incident, the employee may be eligible to receive workers’ compensation benefits to ensure he/she receives appropriate and reasonable medical care. Copies of all forms related to such benefits may be obtained from the Human Resources Office.

K. **FAMILY AND MEDICAL LEAVE ACT**
The Family and Medical Leave Act (FMLA) requires employers with fifty (50) or more workers to provide qualified employees up to twelve weeks unpaid leave per year for the birth or adoption of a child, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition. An employee’s pre-existing health coverage during the leave period will continue with the employee paying the appropriate premium. While on FMLA leave, an employee’s sick and annual leave will be run concurrently. Once the leave period is concluded, an employee may return to the same or a substantially equivalent job. For additional information concerning the FMLA, contact the Human Resources Office.

L. **CATASTROPHIC LEAVE**
It is the policy of UAPB to permit eligible non-faculty employees to voluntarily donate approved accrued annual and/or sick leave to the Catastrophic Leave Bank Program from which these employees may request catastrophic leave. The program assists eligible non-faculty employees for certain illnesses upon the exhaustion of sick, annual, holiday and/or compensatory leave. The program shall be administered by a Catastrophic Leave Committee established at the campus. The administration of the program shall be in accordance with Arkansas law, Arkansas Department of Finance and Administration Rules and Regulations and UAPB’s Policies and Procedures.

No employee shall be approved for catastrophic leave unless the employee has provided an acceptable medical certificate from a physician supporting the continued absence and setting forth that the employee is, and will continue to be, unable to perform the employees’ duties due to a catastrophic illness. In no case shall an employee be granted catastrophic leave beyond the date certified by a physician as the date when the employee is able to return to work because the health of either the employee or the qualifying family member has sufficiently improved. Information concerning an employee’s assigned duties should be made available to the physician and the Catastrophic Leave Committee.
M. VOTING
In most communities, polls remain open long enough to allow an employee time to vote before or after working hours. In cases of extreme hardship, such as having to travel a great distance to a polling place, an employee will be permitted to report to work late, or to leave early in order to vote. The time permitted for this purpose will not reduce an employee’s leave or pay. If it is necessary for an employee to be away from the office for this purpose, the employee must notify his/her immediate supervisor prior to election day.

N. LEAVE REPORTING
All leave taken must be reported using a standard form available from the Human Resources Office or web site. The leave report must be signed by the employee and supervisor, and be retained by the department for seven years.

EMPLOYEE BENEFITS

A. HEALTH INSURANCE (Board of Trustees Policy 430.1)
UAPB provides a self-insured medical plan that is administered by a third-party administrator. A regular appointed employee working half-time or greater and who is on at least a nine month appointment period, eligible retiree, or eligible disabled employee, an employee and his/her eligible dependents may enroll in the health insurance plan provided application is made within thirty-one days of initial employment. Different options or plans of health coverage are offered to employees, and for a retiree who lives out of state, or an active employee whose work assignment is out of state, an indemnity plan is available. UAPB pays a portion of the monthly premium costs with the remainder of the premium being paid by the employee.

For additional information, an employee should contact the Human Resources Office or web site for specific details of the health plan, including eligibility criteria, enrollment forms, plan benefits and exclusions, premiums and lists of participating physicians, hospitals and other health care providers.

B. DENTAL INSURANCE (Board of Trustees Policy 430.1)
Dental coverage is available for eligible employees and dependents defined in (A) above even if an employee is not enrolled in the medical plan. For a full-time employee, UAPB pays a portion of the monthly premium with the remainder of the premium being paid by the employee.

C. LIFE INSURANCE/ACCIDENTAL DEATH AND DISMEMBERMENT (Board of Trustees Policy 430.2) A regular appointed employee defined in (A) above is provided basic life insurance coverage at no cost. An employee must complete an enrollment form and designate beneficiaries. The plan pays beneficiaries a benefit equal to annual salary, up to a maximum of $50,000. When an employee’s pay increases, coverage is automatically adjusted. When an employee reaches the age of sixty-five or older, benefits will be reduced.
An employee may purchase additional life insurance at the employee’s cost. Enrollment must be accomplished within thirty-one days after an employee’s first day of work, unless proof of insurability is provided. Additional or optional life insurance increases an employee’s coverage and the amount dispersed to the designated beneficiary. An employee may purchase dependent life insurance for a spouse or other eligible dependent.

Accidental death and dismemberment insurance is available to eligible employees and dependents. If an employee or a covered dependent dies as the result of an accident, on or off the job, the beneficiary will receive a benefit based on the amount of coverage selected. The plan may also pay partial benefits if a covered person is seriously injured or loses a limb or eyesight.

**D. LONG TERM DISABILITY INSURANCE** (Board of Trustees Policy 430.3)
A regular appointed employee defined in (A) above or more is entitled to long-term disability insurance provided by UAPB. Coverage begins on an employee’s first day of work. If an employee’s annual salary exceeds a certain amount, an employee may purchase additional optional long-term disability coverage. An employee who selects an additional amount of such insurance is responsible for payment of the total cost of the additional or optional coverage. Both the basic and the optional long-term disability insurance policies are designed to coordinate with other forms of disability insurance, such as social security and workers’ compensation, to provide an employee with total monthly payments until retirement or age sixty-five equal to 60% of an employee’s salary prior to the disabling condition. Payments begin in the seventh month of long-term disability.

**E. EMPLOYEE ASSISTANCE PROGRAM**
The Employee Assistance Program (EAP) is available for all employees who are 50% appointed or greater and who are not students. An employee and members of an employee’s immediate family who live in the same household may use EAP’s services. EAP is designed to help identify and resolve personal and job-related problems that may affect an employee’s job performance.

EAP also offers training sessions and workshops that address personal and organizational issues that may affect work performance, and provides consultation for supervisors dealing with a variety of work-related issues. EAP will provide stress debriefing in the event of a critical incident that affects a campus.

Use of EAP is voluntary. Choosing to participate in EAP, or not to participate, will not affect an employee’s job status or opportunities for promotion, but will also not excuse an employee from following policies and procedures concerning job performance and conduct. An employee may decide to make an appointment to visit EAP, or a supervisor may refer an employee to EAP if there are problems with work performance or conduct at work. It is an employee’s decision whether to accept or reject a supervisor’s referral to
EAP. If EAP refers an employee to another source for assistance, the decision to accept the referral rests with the employee.

All aspects of an employee’s contact with EAP are confidential and will not be disclosed without written authorization. An exception is that state and federal laws require, for example, that EAP report to the appropriate authorities if an employee threatens himself/herself or another. Records are maintained in EAP offices and will not become a part of, or be referred to in an employee’s personnel file, benefits file, medical file or any other file that may be accessed by any individual, department or organization.

An employee may visit EAP during work hours if he/she coordinates appointments with the supervisor. An employee will not be charged annual or sick leave if arrangements are made with the supervisor. EAP may confirm to a supervisor that an employee kept an appointment and how long the appointment lasted, but not what was discussed or the reason for the appointment. EAP may schedule appointments outside of work hours, or an employee may use accrued sick or annual leave if he/she wants to keep appointments with EAP confidential.

For a regular appointed employee, the services provided by EAP are free to an employee and members of the employee’s household. If EAP makes a referral to an outside provider, the employee is responsible for any costs associated with those services not covered by health insurance coverage.

F. TUITION REMISSION (Board of Trustees Policy 440.1)
Extends educational benefits at reduced rates to full-time employees and their dependents. For further information concerning tuition remission, contact the Human Resources Office.

G. RETIREMENT (Board of Trustees Policy 423.3 - .5)
A full-time employee who is employed half-time or greater and is on at least a nine month appointment period is eligible for retirement benefits defined contribution plans or the Arkansas Public Employee Retirement System’s defined benefit plan. If an employee’s initial appointment started on or before January 1, 1994, he/she is included in UAPB’s plan unless he/she specifically elects, within thirty-one days of appointment, the alternative coverage offered by the Arkansas Public Employee Retirement System. If an employee has been a member of the Arkansas Teacher Retirement System for at least five years, he/she may elect the alternative of continued participation under that system. The choice an employee makes within thirty-one days of appointment can never be changed. UAPB will contribute an amount equal to a certain percentage of an employee’s regular salary to an employee’s retirement account. The percentage may change but is currently five percent. UAPB will match an employee’s contribution up to a maximum percentage which is currently ten percent. An employee may elect to make retirement contributions in pre-tax dollars by completing a salary reduction agreement that designates the percentage of regular salary to contribute to a retirement account. Contributions are subject to limitations under the Internal Revenue Service Code.
Contributions to a retirement account are immediately vested for a faculty member, non-classified staff member, and classified staff member whose initial employment was before January 1, 1985, and who made contributions prior to that date. For all other employees, vesting occurs after completion of three years of service, having reached age sixty-five, or having contributed at least five percent of an employee’s salary for six consecutive months whichever comes first. An employee who has worked for UAPB in a position not normally eligible for benefits, except undergraduate students taking twelve hours or more, may participate in the retirement plan, but there will not be any matching contributions.

SCHEDULING POLICIES

A. WORK HOURS
All offices are to remain open from 8:00 a.m. to 5:00 p.m., Monday through Friday. The only exception is during legal holidays when certain departments are open. In departments where work schedules are different than the regular work schedule, schedules will be prepared by the supervisor.

B. ABSENCES FROM WORK
If an employee is ill or absent from work for any reason, it is his/her responsibility to notify the supervisor immediately. This will permit the supervisor to plan the workload for the department allowing for the employee’s absence. Failure to provide the notification represents an unauthorized absence and may be grounds for not allowing the absence to be charged either to sick or annual leave.

C. FLEX TIME
Certain departments are required to remain open twenty-four hours a day. Through mutual consent, the supervisors and classified employees may establish a forty hour week at a time different from the regular daily schedule if the needs of UAPB are better served. Work schedules should be stated in writing with a copy sent to the Human Resources Office to be included in an employee’s personnel file.

D. BREAKS AND REST PERIODS
There is no designated formal rest period for employees. Where rest periods are allowed, they are limited to two fifteen minute breaks per day (one in the morning and one in the afternoon). Each department must be sure that adequate staff is on duty at all times.

E. ATTENDING PROFESSIONAL MEETINGS
Members of the teaching, research, administrative and extension staffs are encouraged to attend professional meetings as such attendance is deemed beneficial to both the employee and UAPB.

F. INCLEMENT WEATHER
When the chancellor determines that weather or other conditions have made roads impassable, the news media will be notified that UAPB will be closed. If there is no announcement, students, faculty, and staff should assume that the University is open.
Such a closing may be for both classes and offices, or for classes only, depending on the chancellor’s decision. Designated employees in security, switchboard, maintenance, housekeeping, and other designated departments, may be required to perform emergency duties during this period.

When UAPB is open, employees unable to report to work because of hazardous conditions may choose to take vacation, sick, or leave without pay. On days where UAPB is closed, these days will be considered unofficial holidays and there will be no loss of pay for employees. An employee who serves on emergency duty on closed days will receive vacation credit at the rate of 1½ days for each day worked. If a department head finds it necessary to remain open when UAPB is closed, he/she may do so by certifying, in writing, to the Human Resources Director so that employees who worked on these days will receive credit at the rate of 1½ days for each day worked.

DISCIPLINARY ACTION AND COMPLAINT RESOLUTION

A. DISCIPLINE

Discipline is a serious matter, and the level of discipline should take into consideration the conduct/behavior of the employee and its impact upon the working environment. Discipline may vary depending upon the nature and severity of the offense. There are various forms of discipline, including but not limited to, the following:

1. **Written Warning**: Notice that an employee’s performance, actions and/or behavior is unacceptable. A written warning shall be documented and placed in the employee’s personnel file.

2. **Probation**: Notice that an employee’s performance, actions and/or behavior over a period of time, or for a serious incident, is unacceptable. Generally, probation does not exceed ninety days. At the beginning of the probationary period, notice is provided that the employee’s continued employment is in jeopardy due to unsatisfactory job performance, repeated violations of policies, procedures, rules or standards, and/or the seriousness of the violation. A decision to place an employee on probation shall be documented and placed in the employee’s personnel file.

3. **Suspension**: Notice that an employee has engaged in a serious violation or repeated violations of policies, procedures, rules or standards resulting in disciplinary leave with pay. A decision to suspend an employee without pay shall be documented and placed in the employee’s personnel file.

4. **Dismissal**: Termination of the employment relationship is governed by Board of Trustees Policy 405.4 for staff members, both classified and non-classified, administrators, as well as faculty members and other academic employees in positions for which tenure may not be awarded. Staff
members and administrators may be terminated at any time upon the giving of notice, in writing, at least thirty days in advance of the date employment is to cease, or immediately for cause. Faculty members, and other academic employees in positions for which tenure may not be awarded, may be terminated at any time upon the giving of notice, in writing, at least sixty days in advance of the date employment is to cease, or immediately for cause.

B. NON-ACADEMIC EMPLOYEE COMPLAINT RESOLUTION
As part of affirmative action processes, non-academic employees are provided a grievance process in an effort to resolve internal conflicts. Prompt and impartial consideration shall be given to such grievances. An employee who submits a grievance may do so without fear of penalty or reprisal.

Step 1: An employee who has a grievance concerning the terms and conditions of employment should discuss the matter with his/her immediate supervisor. Within five working days following the date the grievance is presented to the supervisor, the supervisor shall attempt to resolve the grievance. In the event the grievance concerns the immediate supervisor, the employee shall submit the grievance to his/her dean or director.

Step 2: If the grievance is not satisfactorily resolved within five working days following the date it is presented to the supervisor, the employee may submit a written grievance and a copy of the Step 1 decision to the next level supervisor. The supervisor shall review the grievance and render a decision within five working days following receipt of the grievance. Copies of the decision shall be furnished to the employee and immediate supervisor.

Step 3: Depending upon the number of supervisors within the chain of command, Step 2 shall be repeated with each increasing level of supervision through the appropriate vice chancellor.

Step 4: The employee may appeal the decision of the supervisor to the appropriate vice chancellor by forwarding the grievance, in writing, together with a copy of the Step 1, 2 and 3 decisions within five working days following its receipt. The appropriate vice chancellor shall review the matter and render a decision within five working days following receipt of the grievance. Copies of the decision shall be furnished to the employee and supervisors.

Step 5: If the grievance is not satisfactorily resolved through the preceding steps, the employee may submit the written grievance and preceding decisions to the chancellor. The chancellor may elect to convene a committee to review the grievance, or may decide the grievance in the absence of a committee. The decision of the chancellor shall be rendered within ten working days following receipt of the grievance. Copies of the decision shall be furnished to the employee, appropriate vice chancellor and supervisors.
In the event the chancellor determines that the grievance will be addressed by a committee, the chancellor shall forward the grievance, along with all relevant materials, to the chair of the Employee Hearing Committee with a written request that the Committee consider the grievance.

C. ACADEMIC EMPLOYEE COMPLAINT RESOLUTION
For purposes of these procedures, an “academic employee” is an employee holding the faculty rank of instructor, assistant professor, associate professor, professor, distinguished professor; graduate assistant or lecturer; and an employee who performs duties, full or part-time, directly related to instructional and/or research functions.

A “grievance” means a dispute concerning the terms and conditions of employment arising from an administrative decision the employee alleges is in violation of rights under, or a failure to apply, established personnel regulations, polices or practices, or which results from a misinterpretation or misapplication thereof. These procedures do not include matters concerning non-reappointment, dismissal, tenure or promotion decisions.

Step 1: A faculty member who has a grievance concerning the terms and conditions of employment, as described above, should discuss the matter with his/her immediate supervisor. Within five working days following the date the grievance is presented to the supervisor, the supervisor shall attempt to resolve the grievance. In the event the grievance concerns the immediate supervisor, the faculty member shall submit the grievance to his/her dean or director.

Step 2: If the grievance is not satisfactorily resolved within five working days following the date it is presented to the supervisor, the faculty member may submit a written grievance to his/her dean or director. The dean or director shall review the grievance and render a decision within five working days following receipt of the grievance. Copies of the decision shall be furnished to the faculty member and immediate supervisor.

Step 3: The faculty member may appeal the decision of the dean or director to the vice chancellor for academic affairs by forwarding the grievance, in writing, together with a copy of the Step 2 decision within five working days following its receipt. The vice chancellor shall review the matter and render a decision within five working days following receipt of the grievance. Copies of the decision shall be furnished to the faculty member, dean and immediate supervisor.

Step 4: If the grievance is not satisfactorily resolved through Step 3, the faculty member may submit the grievance and the Step 3 decision to the chancellor. The chancellor may elect to convene the Employee Hearing Committee to review the grievance, or may decide the grievance in the absence of a committee. The decision of the chancellor shall be rendered within ten working days following
receipt of the grievance. Copies of the decision shall be furnished to the vice chancellor, faculty member, dean and immediate supervisor.

In the event the matter is referred to the Employee Hearing Committee, the chancellor shall appoint three employees who shall be drawn from the campus broadly and fairly, however, faculty members in the same department or unit as the grievant shall be excluded.

D. EMPLOYEE HEARING COMMITTEE
The Employee Hearing Committee is a standing appeals committee. Its jurisdiction covers cases involving appeals from a denial of promotion, dismissal for cause, suspension or demotion. It also exercises authority over grievances that allege discrimination on the basis of race, national origin, sex, age and disability. There is no grievance right for an employee who has received notice of termination upon written notice of at least thirty days in accordance with Board of Trustees Policy 405.4, excepting allegations of discrimination.

The Committee shall be appointed by the chancellor and is comprised of five full-time employees - two staff members, two faculty members, and an administrator. The chair shall be appointed by the chancellor.

In those instances where the chancellor refers a grievance to the Committee, the Committee may hear the grievance only after all steps of the informal grievance procedure have been exhausted. The grievance must be filed with the chancellor’s office no later than five working days after the informal stages of the grievance procedure have been exhausted. In those instances where the chancellor refers a grievance to the Committee, every effort will be made to present a recommendation to the chancellor within fifteen calendar days after receipt of the grievance. An additional period of time may be granted by the chancellor. The director of the work unit in which the grievance originated and the aggrieved employee, shall be notified of the hearing date by the chair of the Committee. The parties may present witnesses and information to the Committee. The hearings will be tape recorded. An advisor may be permitted to assist the parties, but may not directly participate during the hearing. Upon request of the Committee, the supervisor shall arrange for designated employees to be present for the hearing.

The Affirmative Action Officer, Director of Minority Affairs, Director of Human Resources, or other UAPB officials may be requested to act in an advisory capacity to the Committee.

The Committee will summarize its written recommendation to the chancellor within five working days subsequent to conclusion of the hearing. After reviewing the Committee’s recommendation, the chancellor will make a final decision concerning the grievance.
RESIGNATION AND TERMINATION OF EMPLOYMENT

A. RESIGNATION (Board of Trustees Policy 405.3)
If an employee wants to terminate employment with UAPB, the employee should give at least two weeks advanced notice to the supervisor. If an employee voluntarily terminates employment with proper advance notice, and the employee’s work record has been good, the employee may be considered for re-employment at a later date.

The employee must return to the supervisor any UAPB property, including but not limited to keys, cellular phones and computers or related equipment the employee has in his/her possession before any refunds are made or the final check is released. Receipt of resignations shall be addressed in accordance with Board of Trustees Policy 405.3.

B. TERMINATION (Board of Trustees Policy 405.1 & 4)
Termination of employment is governed by University of Arkansas Board of Trustees Policy 405.4 for staff, administrators, and faculty members and other academic employees in positions for which tenure may not be awarded. Board policy provides that staff members and administrators may be terminated at any time upon the giving of notice, in writing, at least thirty days in advance of the date employment is to cease, or immediately for cause. Faculty members and other academic employees in positions for which tenure may not be awarded may be terminated at any time upon the giving of notice, in writing, at least sixty days in advance of the date employment is to cease, or immediately for cause.

Termination of tenure-track and tenured faculty, as well as non-reappointment of tenure-track faculty is governed by University of Arkansas Board of Trustees Policy 405.1 which is referenced more fully in this handbook.

C. APPOINTMENT, NON-REAPPOINTMENT, PROMOTION, TENURE AND DISMISSAL OF TENURED AND TENURE-TRACK FACULTY (Board of Trustees Policy 405.1)

This policy, adopted by the Board of Trustees on February 8, 1980, to become effective on July 1, 1980, supersedes all existing policies concerning appointments, promotion, tenure, non-reappointment, and dismissal of faculty (specifically, Administrative Memorandum No. 43, dated August 31, 1962; University-wide Administrative Memorandum 421.1, dated December 6, 1976; University-wide Administrative Memorandum 450.1, dated November 17, 1975; and Board Policy 405.1, dated September 1, 1962, and revised). Nevertheless, an employee of the University of Arkansas who held the rank of instructor prior to the effective date of this policy is eligible for tenure in accordance with Section II.A.(1-4) of Board Policy 405.1 dated September 1, 1962, and revised. The Board of Trustees has the right to amend any portion of this policy at any time in the future.

Copies of this statement of policies shall be kept by the dean of each college or school and by each department head or chairperson or other appropriate official and shall be
included without change or inter-lineation in the Faculty Handbook for each campus. Care shall be taken to insure that each faculty member is familiar with its contents, and the department chairperson or other appropriate official shall supply a copy to each new member.

I. DEFINITION OF TERMS
For purposes of this policy, the following definitions shall apply:

**Appointment**: An appointment is employment by written contract (“Notice of Appointment”) by the Board of Trustees of an individual in a given capacity for a specified time period at a stated salary. An appointment is valid only when the appointment form is approved and signed by the President of the University or the President’s designee in accordance with authority delegated by the Board of Trustees, and the Notice of Appointment is signed by the individual being appointed and returned to the specified University official.

**Dismissal**: Dismissal is severance from employment for cause after administrative due process as specified in Section IV-C. Non-reappointment is not a dismissal (see further).

**Faculty**: Faculty are employees who hold academic rank of lecturer, master lecturer, assistant instructor, instructor, assistant professor, associate professor, professor, distinguished professor, University professor, or one of the above titles modified by clinical, research, adjunct, visiting, executive in residence, or emeritus, e.g., clinical professor, adjunct assistant professor.

Individuals holding the following non-teaching titles will also receive faculty rank, the highest rank for each title being as indicated. Both the title and the academic rank will be stated in the appointment.

<table>
<thead>
<tr>
<th>Instructional and Research Ranks</th>
<th>Library</th>
<th>Cooperative Extension Service*</th>
<th>Instructional Development</th>
<th>Museum</th>
</tr>
</thead>
<tbody>
<tr>
<td>University Professor, Distinguished Professor, Professor</td>
<td>Director of Libraries, Librarian</td>
<td>Extension Specialist IV</td>
<td>Instructional Development Specialist II</td>
<td>Curator</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>Associate Librarian</td>
<td>Extension Specialist III</td>
<td>Instructional Development Specialist I</td>
<td>Associate Curator</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>Assistant Librarian</td>
<td>Extension Specialist II</td>
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<td>Assistant Curator</td>
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<tr>
<td>Instructor</td>
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<td>Extension Specialist I</td>
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*Academic rank will be granted only if the individual is appointed in an academic unit.

**Non-Reappointment**: Non-reappointment means that a non-tenured faculty member is not offered a next successive contract for employment at the end of a stated appointment.
Probationary Period: The probationary period is the time a faculty member spends under appointments for full-time services in a tenure-track position on one campus of the University of Arkansas prior to being awarded tenure.

Promotion: Promotion is advancement based on merit to a higher rank or title. All promotions must be approved by the Board of Trustees and become effective with the next year’s appointment following action of the Board of Trustees, unless a different effective date is approved by the Board for a specific case.

Resignation: Resignation is voluntary termination of employment by an employee. The dean or director of the unit to which the employee is assigned is authorized by the Board of Trustees to accept the resignation.

Suspension: Suspension is temporarily relieving an employee of duties.

Tenure: Tenure is the right of continuous appointment. It is awarded by the President to eligible members of the faculty upon successful completion by each of a probationary period and, once granted, it ceases to exist only by dismissal for cause according to the procedures in Section IV.C., demonstrably bona fide financial exigency, reduction or elimination of programs, retirement, or resignation. “Cause” is defined as conduct which demonstrates that the faculty member lacks the ability or willingness to perform his or her duties or to fulfill his or her responsibilities to the University; examples of such conduct include (but are not limited to) incompetence, neglect of duty, intellectual dishonesty, and moral turpitude. The probation period may be waived as provided in Section IV.A.4. NOTE: Tenured faculty holding positions eliminated by reduction or elimination of programs will be relocated in other academic units of the campus whenever possible. A position occupied by a tenured faculty member which was eliminated as a result of reduction or elimination of a program may not be reactivated for a period of five academic years.

Tenure-Track Positions: Tenure-track positions are ranks of assistant professor, associate professor, professor, distinguished professor, and University professor. Faculty appointed to clinical attending positions at the University of Arkansas for Medical Sciences, or other non tenure-track positions approved by the President, may bear the designation of assistant professor, associate professor or professor but in no event shall be considered in tenure-track positions and shall acquire no tenure rights by virtue of occupying such positions. Such non tenure-track positions shall be set forth in applicable promotion and tenure policies approved by the President which may authorize term appointments beyond one year.

Terminal Appointment: A terminal appointment is a final appointment, the expiration of which results in termination of an individual’s employment.

Termination: Termination is the general term to describe severance of employment from
the University. Termination may be by resignation, retirement, dismissal, non-reappointment, or expiration of appointment.

**Year:** Year will be either a fiscal year (July 1 through June 30 next) or an academic year (fall and spring semesters of the same fiscal year), unless otherwise designated.

**II. APPOINTMENTS**
The following principles shall apply to appointments to faculty positions:

**A. General**
Appointments shall be for a specified period of time not to exceed one fiscal year. Except for appointments to faculty positions for summer school, appointments shall not extend beyond the end of a fiscal year.

Recommendations for appointments to the faculty will be made by the departmental chairperson after consultation with the departmental faculty concerned, and subject to the approval of the dean, chief academic officer, and chief executive officer of the campus, who alone shall make the final recommendation for appointment. (See definition of appointment, Page 1.)

**B. Initial Appointment**
Criteria and procedures for the initial appointment of all faculty members on a campus shall be adopted by the faculty of that campus through its governance structure; the deans and chief academic officer of the campus shall have an opportunity to give their advice regarding these criteria and procedures; these criteria and procedures must be submitted to the Chancellor of the campus and the President for approval. More detailed criteria and procedures may be adopted by the faculty and chairperson of each academic unit; these criteria and procedures must be submitted to the dean, the chief academic officer of the campus, the Chancellor of the campus, and the President for approval.

An appropriate degree or professional experience is an essential qualification for appointment to positions at academic ranks.

Other important qualifications include experience in teaching, research, or other creative activity, and educational service either at other colleges and universities and/or in nonacademic settings.

**C. Successive Appointments**
Tenured faculty members have a right to a next successive appointment except for the reasons for termination of a tenured appointment given in Section I under definition of tenure. Non-tenured faculty do not have a right to a next successive appointment, but may be offered an appointment after the expiration of a current appointment, provided it does not extend the time in probationary status beyond the limits set in Sections IV.A.4 and IV.A.11. In the event that a non-tenured faculty member is not recommended for reappointment, the procedure described in Section IV.B. shall be followed.
Criteria and procedures for successive appointments of all faculty members on a campus shall be adopted by the faculty of that campus through its governance structure; the deans and chief academic officer of the campus shall have an opportunity to give their advice regarding these criteria and procedures; these criteria and procedures must be submitted to the Chancellor of the campus and the President for approval. More detailed criteria and procedures may be adopted by the faculty and chairperson of each academic unit; these criteria and procedures must be submitted to the dean, the chief academic officer of the campus, the Chancellor of the campus, and the President for approval.

¹For the purpose of this policy, and in reference to items involving professional librarians, extension specialists, instructional development specialists, or museum curators, the terms “chairperson,” “administrative officer,” and “administrator” refer to the director or head librarian.

III. PROMOTION
Promotion in academic rank shall be based primarily on the accomplishments of the individual while in the most recent rank. No minimum time in rank is required before a faculty member is eligible for promotion, nor is there a maximum time an individual may remain in a given rank except as limited by Sections IV.A.4. and IV.A.11. However, individual accomplishments and potential for continued value to the University are required for promotion.

Recommendations for promotion shall originate with the chairperson, who shall inform the faculty members who are being considered for promotion and shall give them the opportunity to submit material which they believe will facilitate consideration of their competence and performance. Each campus shall provide for the inclusion of peer evaluation in the consideration of faculty nominated for promotion.

Criteria and procedures for promotion to each rank on a campus, including an appeals procedure for those desiring reconsideration of a negative recommendation, shall be adopted by the faculty of that campus through its governance structure; the deans and chief academic officer of the campus shall have an opportunity to give their advice regarding these criteria and procedures; these criteria and procedures must be submitted to the Chancellor of the campus and the President for approval. More detailed criteria and procedures may be adopted by the faculty and chairperson of each academic unit; these criteria and procedures must be submitted to the dean, the chief academic officer of the campus, the Chancellor of the campus, and the President for approval.

IV. TENURE, NON-REAPPOINTMENT AND DISMISSAL

A. TENURE
1. The granting of tenure implies that the individual has completed successfully his or her probationary period and has become a permanent member of the University community. As such, he or she acquires additional procedural rights in the event that dismissal proceedings may be brought against him or her.
Only full-time faculty with ranks of assistant professor, associate professor, professor, distinguished professor, and University professor are eligible to be awarded tenure. Faculty and other employees with the following titles are ineligible to be awarded tenure: clinical, research, adjunct, visiting, or executive in residence faculty, research associates or research assistants, graduate associates or graduate assistants, instructors, assistant instructors, and lecturers. Faculty appointed to clinical attending positions at the University of Arkansas for Medical Sciences, or other non-tenure track positions approved by the President, although designated assistant professor, associate professor or professor, are ineligible to be awarded tenure. Academic administrators not appointed to a teaching or research unit may be awarded academic rank in addition to their administrative titles, with the concurrence of the faculty and administrative officer of the academic unit in which such rank could lead to tenure, in which case they may acquire tenure as faculty, but not as administrators. Other administrators and staff whose primary duties do not involve teaching regularly scheduled credit-hour courses, but who occasionally teach courses are not eligible for tenure and do not acquire credit for service toward tenure for such teaching activities.

Tenure rights apply to the area or areas of the faculty member’s expertise and in the academic unit(s) in which his or her position is budgeted (examples: Department of English, UAF, not College of Arts and Sciences; School of Law, UALR; Library, UAM; Departments of Music and Education, UAPB). Tenure rights are confined to a particular campus and are not applicable on another campus of the University of Arkansas.

The probationary period may not extend beyond seven years, except as specifically provided herein. An initial appointment of one-half year (academic or fiscal) or less will not be included in the probationary period. If more than one-half of any year is spent in leave of absence without pay status, that year shall not apply toward the probationary period.

During the first six years of the probationary period, a tenure-track faculty member may request, for reasons set forth below, that the probationary period be suspended by one (1) year. The reasons for such a request are the same as required under the Family and Medical Leave Act of 1993 and are as follows: (a) the birth of a child to the faculty member or his spouse and its care during the first year; (b) the adoption of a child by the faculty member or placement in the faculty member’s home of a foster child; (c) the care of the faculty member’s spouse, child, or parent with a serious health condition; (d) the serious health condition of the faculty member. A request to suspend the probationary period for these reasons shall first be directed in writing to the department chair for approval and must also be approved by the dean (or approved through other established administrative channels), the vice chancellor for academic affairs, the chancellor, and the president, under such procedures as the president shall approve. These procedures may include, but shall not be limited to, the manner in which the faculty member’s duties and salary, if any, are determined during such year, the information which is required to substantiate a request and the extent to which a
faculty member’s performance during such year may be considered in awarding tenure. A faculty member who has been notified that he or she will not be reappointed may not subsequently request to suspend the probationary period under this policy.

Upon the recommendation of the department chair, after consultation with the departmental faculty and with concurrence of the dean, the vice chancellor for academic affairs, and the chancellor, new appointees at the rank of associate professor, professor, distinguished professor, or university professor may be granted immediate tenure.

5. Recommendations for tenure shall originate with the chairpersons, who shall inform the faculty members in tenure-track positions who are being considered for tenure and shall give them the opportunity to submit material which they believe will facilitate consideration of their accomplishments and potential.

6. Criteria and procedures concerning the awarding of tenure on a campus, including an appeals procedure for those desiring reconsideration of a negative recommendation, shall be adopted by the faculty of that campus through its governance structure; the deans and chief academic officer of the campus shall have an opportunity to give their advice regarding these criteria and procedures; these criteria and procedures must be submitted to the Chancellor of the campus and the President for approval. More detailed criteria and procedures may be adopted by the faculty and chairperson of each academic unit; these criteria and procedures must be submitted to the dean, the chief academic officer of the campus, the Chancellor of the campus, and the President for approval.

7. The President will not consider awarding tenure to a faculty member in a probationary status without the prior recommendation of the faculty member’s departmental faculty, chairperson, dean, chief academic officer, and the chief executive officer of the campus concerned.

8. A faculty or staff member, on acquiring tenure rights, shall receive a notice from the chief executive officer of the campus affirming the acquisition of such rights. No person shall lose tenure rights by acceptance of leave-of-absence or by appointment to a University of Arkansas administrative position.

9. Tenure becomes effective at the beginning of the nine- or twelve-month appointment period following the President’s action granting tenure (July 1 for twelve-month appointments, and the beginning of fall semester for nine-month appointments).

10. Each year at the meeting at which promotions are considered by the Board of Trustees, the President shall inform the Board of the names of each person awarded tenure during the preceding twelve months, and shall indicate for each such individual the rank and date of appointment to the University faculty.
11. An individual in a tenure-track position who was not awarded tenure with any of the first six academic years or fiscal year appointments must be evaluated as specified in Section IV.A.6. during the sixth appointment. If he or she is not approved for tenure, the seventh appointment shall be a terminal appointment.

12. A faculty or staff member holding tenure rights may be dismissed for cause only after the procedures prescribed in Section V.C. have been followed. A tenured person notified that he or she will be so dismissed will, except in cases of moral turpitude, be given notice of dismissal twelve months prior to termination of employment. This provision does not create an award of severance pay, but assumes the full performance of University responsibilities and duties assigned for the period between dismissal notice and final termination.

13. No faculty member shall be dismissed or denied reappointment in violation of the following principles of academic freedom, but the observation of the limitations stated herein is the responsibility of each faculty or staff member. Mere expressions of opinions, however vehemently expressed and however controversial such opinions may be, shall not constitute cause for dismissal. The threat of dismissal will not be used to restrain faculty members in their exercise of academic freedom or constitutional rights.

   a. The faculty member is entitled to full freedom in research and in the publication of results, subject to the performance of his or her other academic duties, but personal research for pecuniary return requires prior approval by the appropriate University authorities and must be in accordance with Board Policy 450.1.

   b. The faculty member is entitled to freedom in the classroom in discussing the subject of the course, but should not teach material inappropriate or unrelated to the course.

   c. The University faculty member is a citizen, a member of a learned profession, and a member of an educational community. Speaking or writing as a citizen, the faculty member is free from institutional censorship or discipline. However, as a person of learning and as a member of an educational community, the faculty member has a responsibility for awareness that the public may judge the profession and the institution by his or her utterances. Hence, faculty should at all times make an effort to be accurate, exercise good judgment and appropriate restraint, show respect for the opinions of others, and indicate that they are not spokespersons for the institution.

B. NON-REAPPOINTMENT
These procedures apply to non-tenured faculty members who are in tenure-track positions (assistant professors, associate professors, professors, distinguished professors, and
University professors) who are not offered a next successive appointment for the period following the expiration of a current appointment.

The appointment of a non-tenured faculty member may be terminated effective at the end of the appointment period, at the option of either the individual or the University.

A chairperson, dean, or chief academic officer who decides not to recommend a non-tenured faculty member for reappointment shall notify him or her in writing in accordance with the following schedule and shall enclose a copy of this section with the letter of non reappointment:

Not later than March 1 of the first year of service, if the appointment expires at the end of that year; or at least three months in advance of its termination if the appointment terminates during the first calendar year of continuous employment.

Not later than December 15 of the second year of service, if the appointment expires at the end of that year; or at least six months in advance of its termination if an appointment terminates during the second calendar year of continuous employment.

At least twelve months before the expiration of the terminal appointment after two or more consecutive academic, fiscal, or calendar years in the institution. The terminal appointment will be for the academic or fiscal year, according to the appointment last held by the individual.

The individual, upon being notified that he or she will not be reappointed, may request an interview within ten working days after receipt of the notice, first with the dean of the school or college, or other appropriate administrators, then, if the employee requests it, within an additional five working days, with the chief academic officer of the campus. The dean of the school or college, or other administrator, and the chief academic officer jointly will, within ten working days, make the final decision on any request that the decision be reconsidered.

Department chairpersons and other employees of that campus may be requested to participate in their individual capacities in the interviews by the individual concerned, by the chief academic officer, or by the dean or other appropriate administrator.

If the individual does not request these interviews within the time limits stated above after receipt of notification of non-reappointment, the matter shall be considered closed.

C. DISMISSAL
This section applies to all faculty members.

1. Preliminary Proceedings
When a chairperson or dean has reason to consider a decision to dismiss a person who has tenure rights or an untenured faculty member prior to the expiration of an
appointment, he or she shall discuss the matter with that person privately. After the discussion, if the decision of the chairperson or dean is to recommend dismissal, he or she shall prepare a statement of the grounds constituting the cause for dismissal and forward it through the chief academic officer to the chief executive officer on the campus, with a copy to the faculty member. If the faculty member requests it within five working days after receipt of the statement, a subcommittee of faculty members, as determined by procedures developed by each campus, shall be named by the chief executive officer to make an informal inquiry into the situation and to effect an adjustment, if possible. If no settlement is effected, the subcommittee shall determine whether, in its view, formal proceedings shall be instituted to consider the individual’s dismissal, and it shall notify the individual concerned, the chief executive officer of the campus, and other appropriate administrators of its conclusion. If the subcommittee recommends that such proceedings be begun, or if the chief executive officer of the campus, after considering a recommendation of the subcommittee favorable to the individual, decides that a proceeding should be undertaken, action shall be commenced according to the procedures which follow.

2. Hearing Procedures
The formal proceedings shall be initiated by a communication addressed to the individual by the chief executive officer of the campus informing him or her of the dismissal and the grounds for it, and that, if he or she so requests, a hearing to recommend whether his or her employment by the University shall be terminated on the grounds stated, will be conducted at a specified time and place by a faculty committee constituted as described in Section 4 below. Sufficient time shall be allowed to permit the individual to prepare a defense. The individual shall be informed in detail, or by reference to published regulations, of the procedural rights to which he or she is entitled, including the right to advice of counsel.

The individual shall indicate whether he or she wishes a hearing and, if so, shall file with the chief executive officer of the campus within two weeks of the date of the mailing of the communication by the chief executive officer of the campus an answer to the statement of grounds for the proposed dismissal. If the individual does not request a hearing, no further action shall be taken. Further, at the request of the individual the proceedings provided for herein may be terminated at any time after the request for a hearing on written notice to the chief executive officer of the employee’s acquiescence in the dismissal. Similarly, the administration may drop dismissal proceedings at any stage.

3. Suspension
Suspension of the individual from normal duties or reassignment to other duties during the proceedings will occur only if an emergency exists which threatens harm to the individual, to others, or to the University. Determination of an emergency shall be made by the chief executive officer, in consultation with the President. Such suspension shall be with pay.
4. **Hearing Committee**
The faculty of each campus shall establish a systematically rotated panel of faculty from which hearing committees can be drawn. To hear a particular case a committee, selected from the panel in accordance with campus policies, shall be composed of faculty members of departments not involved in the dismissal. Upon receipt from the chief executive officer of the campus of a copy of the statement of grounds for dismissal, accompanied by the individual’s answer thereto, the chairperson of the hearing committee shall conduct hearings and recommend a course of action as provided in Section IV.C.5.

5. **Committee Procedures**
The committee shall proceed by considering, before the time of the hearing, the statement of grounds for dismissal already formulated and the individual’s written response.

In addition to the members of the committee, only the person requesting the hearing and his or her representative, the chief executive officer of the campus and/or his or her designee, and witnesses called by the committee are permitted to attend the hearing.

Charges contained in the initially formulated statement of grounds for dismissal may be supplemented at the hearing by evidence of new events occurring after the initial communication to the individual which constitute new or additional cause for dismissal. If such supplementary charges are adduced, the committee shall provide the individual with sufficient time to prepare his or her defense.

The chief executive officer of the campus shall have the option to attend or not to attend the hearing, and he or she may designate an appropriate representative to assist in developing and presenting the case.

The committee shall determine the order of proof and shall supervise the questioning of witnesses.

The individual shall have the aid of the committee when needed in securing the attendance of witnesses. The individual or his or her representative and the chief executive officer of the campus or his or her designated representative shall have the right within reasonable limits to question all witnesses who testify orally. The committee will use its best efforts to provide an opportunity for those involved to confront all witnesses, but where this cannot be achieved despite the efforts of the hearing committee, the identity of such non-appearing witnesses, and any written evidence they may have furnished, shall be disclosed to all interested parties during the hearing.

Subject to these safeguards, written statements may, when necessary, be taken outside the hearing and reported to it. All of the evidence shall be duly recorded. Formal rules of court procedure need not be followed, but the committee shall
exercise reasonable efforts to protect the rights of the parties in the reception of evidence.

6. Consideration by Hearing Committee
The committee shall formulate its recommendation in private, on the basis of the hearing. Before doing so, it shall give opportunity to the individual and the chief executive officer of the campus or his or her designated representative to make oral statements before it. If written arguments are desired, the committee may request them. The committee shall proceed to arrive at its recommendation promptly without having the record of the hearing transcribed when it feels that a just decision can be reached by this means; or it may await the availability of a transcript of the hearing. It shall make explicit findings with respect to each of the grounds for removal presented.

The chief executive officer of the campus and the individual shall be notified of the recommendation in writing and a copy of the record of the hearing shall be available to both parties.

A copy of the record of the hearing and the recommendations of the hearing committee shall be furnished to the President of the University for his or her decision. The decision of the President shall be transmitted to the chief executive officer of the campus and to the individual involved.

7. Consideration by Board of Trustees
If the decision of the President is appealed to the Board of Trustees, or if the Board of Trustees chooses to review the case, the President shall transmit to the Board of Trustees the full report of the hearing committee, stating its recommendation and his or her own decision. The review shall be based on the record of the previous hearing, accompanied by opportunity for argument, oral or written or both, by the principals at the hearing or by their representatives. The decision of the Board of Trustees on review shall be final. It shall be communicated to the President and through him or her to the person involved.

D. ANNUAL REVIEW
An annual review of the work and status of each tenured and tenure-track faculty member shall be made on the basis of assigned duties and according to criteria and procedures required herein. Faculty not in tenure-track positions shall be evaluated by procedures adopted by each campus.

1. Faculty
The annual review of each faculty member shall provide the primary basis for the chairperson’s recommendations relating to salary, promotion, granting of tenure, successive appointment, non-reappointment, and dismissal. Furthermore, this review is to provide guidance and assistance to all faculty in their professional development and academic responsibilities in the areas of teaching, scholarly and creative activity, and service.
Criteria and procedures for an annual review of all tenured and tenure-track faculty on a campus shall be adopted by the faculty of that campus through its governance structure; the deans and chief academic officer of the campus shall have an opportunity to give their advice regarding these criteria and procedures; these criteria and procedures must be submitted to the Chancellor of the campus and the President for approval. More detailed criteria and procedures may be recommended by the faculty and chairperson of each academic unit; these criteria and procedures must be submitted to the dean, the chief academic officer of the campus, the Chancellor of the campus, and the President for approval. All procedures for annual reviews adopted by a campus shall include provision for and details for implementation of the following:

a. Within a reasonable time after the beginning of the first appointment of each faculty member: written notification to the faculty member of the criteria, procedures, and instruments currently in use in assessing performance.

b. Within a reasonable time after the beginning of each academic year: written notification to each faculty member of that year’s assignments, review schedule, and the criteria, procedures, and instruments to be used that year.

c. Reasonable opportunity for each faculty member to submit any material desired to be considered in the annual review.

d. Peer evaluation.

e. Student evaluation of teaching.

f. Prior to the chairperson’s making a recommendation in any year: (a) a meeting between the chairperson and faculty member to discuss all issues relating to the review, (b) the providing to that faculty member a copy of the chairperson’s tentative recommendation(s), and (c) reasonable opportunity for the faculty member to submit a written response to be forwarded to each subsequent level of review.

g. As long as a faculty member is employed by the University and for at least three years thereafter: maintenance of annual review forms, summaries of annual discussions between the chairperson and faculty member, recommendations, and all other writings used in or resulting from the annual reviews of that faculty member.

h. Availability to each faculty member of all writings used in or resulting from the annual reviews of that faculty member.

Each year the chief academic officer of each campus shall (a) require of each chairperson an assessment of the performance of all faculty members in the academic unit, including an identification of all faculty development needs and of all problems in performance of faculty, (b) take steps designed to insure compliance on that campus with all criteria and procedures for annual reviews, and (c) provide the chancellor with a written report indicating the extent of compliance during the past year, as well as any needs and problems identified and solutions planned.
The annual review of each administrative officer shall serve as the basis for decisions relating to salary and continuation as an administrator. Furthermore, this review is to provide guidance and assistance to all administrative officers in their professional development.

**D. TERMINATION CHECKLIST**
When an employee leaves employment, the employee must return assigned keys, library books, uniforms and any procurement or credit cards. The employee is also required to cancel his/her telephone and computer access codes, and settle any and all accounts with the Controller’s Office, Library and Technical Services before final pay is released. A checkout clearance form may be obtained from the Human Resources Office and will need to be taken to each of the designated areas for clearance authorization.

**E. TERMINATION PAY**
When a staff member terminates employment, the amount due from unused accrued annual leave not exceeding thirty days or 240 hours will be paid to the employee in a lump sum check issued during the month following termination.

Payment will also reflect any compensatory time accrued as a result of authorized overtime work, as well as any accrued holiday time if the employee is a non-exempt employee. If an employee dies while an active employee, the estate is paid any amount due up to sixty days or 480 hours accrued annual leave.

Classified staff members may also receive pay for accrued sick leave in accordance with Arkansas law.

**F. CONTINUATION OF BENEFITS**
When an employee is terminated for any reason other than as a result of gross misconduct while covered by the health insurance plan, or if an employee reduces his/her workload to a part-time position and is no longer eligible for coverage under the health insurance plan, the employee may continue coverage, at his/her own expense, for up to eighteen months or until the employee is covered by another plan, whichever comes first, under the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Covered dependents may also be eligible for COBRA coverage under certain circumstances.

**G. RETIREMENT**
There is no mandatory retirement age. If an employee elects to retire, the employee should discuss his/her intentions with the supervisor as early as possible so the department can prepare for the retirement. Information concerning the benefits available to eligible retirees may be obtained from the Human Resources Office.

**H. VOLUNTARY EARLY RETIREMENT**
University-wide Administrative Memoranda 430.2 and 430.3 address the early retirement of tenured faculty, and non-tenured faculty and staff. Information concerning the voluntary early retirement program may be obtained from the Human Resources Office.
CAMPUS SERVICES

A. SECURITY
The Police and Public Safety Department provides 24-hour professional police services to the UAPB community. Security cameras are located throughout the campus, as well as emergency telephones with direct access to the Department. The Department may also be reached by calling 575-8102 or by dialing 911 on campus. The Department should be contacted in the case of emergencies such as automobile accidents, medical emergencies or violent assaults. The Department also provides assistance with crowd control for UAPB-sponsored events.

B. HEALTH SERVICES
In the case of an emergency, health services support will be available for faculty, staff and visitors.

C. PARKING
A faculty member, staff member and students who operate a motor vehicle on campus is required to register the vehicle with the Police and Public Safety Department - Parking Division, and purchase a parking permit. There is an annual fee for the permit which can be paid through payroll deduction. A limited number of designated parking permits are available at a higher fee.

D. A M & N COLLEGE FEDERAL CREDIT UNION
Arkansas A M & N College Federal Credit Union is a not-for-profit financial cooperative owned and controlled by its members who save and borrow money at the credit union. All deposits are insured by the NCUA, an agency of the federal government, for up to $100,000. The credit union is located in Corbin Hall, Room 136B, and may be reached at (870) 534-1990, uapbfcu@sbcglobal.net, or http://www.uapbfcu.virtualcu.net.

Membership is open to employees and their spouses. As a member, an employee is eligible to select from several saving options, borrow at low cost and take advantage of consumer friendly benefits not offered by other financial institutions. Savings and loan payments may be made through payroll deduction.

E. HPER COMPLEX
Swimming pool, handball/racquetball courts, tennis courts, dance studio, resistance exercise room, arena and lecture room are the basic activity areas available to faculty and staff members.

Use of the dance studio, swimming pool, resistance exercise room, basketball court for walking and jogging, and lecture hall are generally free of charge to currently enrolled UAPB students, current, retired, part-time and emeritus faculty and staff upon presentation of valid UAPB identification. Use of the tennis courts and the handball/racquetball courts is available at a reduced rate for the above-mentioned groups. Reservations must be made through the building manager. Scheduled classes have
priority use of classrooms, conference rooms and arena. Meetings and other activities may be held in these rooms when not used for classes upon approval of the building manager.

**F. LIBRARY REFERENCE SERVICES.**
Telephone reference services for faculty and staff members, and walk-in services for students, are available in the library.

Bibliographies are prepared for faculty members, and computer searches of various national databases are conducted in cooperation with the Computer Center. Scheduled tours and lectures on the use of the library are conducted for faculty members, classes and students.

**G. LABORATORY SCHOOL.**
The Laboratory School, which is required by the State for Home Economics Education programs, is available to children of faculty and staff members, and to the general public on a first-come-first serve basis. Children aged two-and-a-half years to five years of age before October 1 are eligible to attend. The maximum capacity of the Laboratory School is twenty-eight children. Operating hours are 8:00 a.m. to 4:00 p.m.

For further information concerning the Laboratory School, the chair of the Human Sciences Department should be contacted.

**H. FOOD SERVICES**
Dining facilities are available for faculty, staff, students and guests at the casual meal rate during the three meal periods each day. The Snack Bar is available from 8:00 a.m. to 8:00 p.m. during regular school terms. Hours are subject to change during holidays and summer sessions.

Catering services are available upon arrangement with the Food Service Manager.

**LEGISLATIVE ASSEMBLY**

A. **General** In accordance with Rules and Regulations of the Board of Trustees of the University of Arkansas – 1975, the “constituency” of the UAPB campus is responsible for the determination of guidelines and policies for campus affairs. This responsibility is exercised by the Legislative Assembly, hereafter referred to as the Assembly, by the elected representatives of the Assembly, hereafter called the Senate; and by standing committees composed of members of the Assembly, selected staff personnel, and selected students.

B. **Authority**

1. The Assembly, under the board of Trustees, is the ruling legislative body on all educational policies and programs of the UAPB campus and acts in an advisory
capacity to the Chancellor on matters of faculty concern. Among other matters, legislative responsibility includes the following areas:

- Admission requirements
- Curriculum and courses
- Degrees and requirements for degrees
- Calendar and schedule
- Award of honors and honorary degrees
- Student affairs
- Interpretation of its own legislation

2. The Assembly has the authority to make recommendations to the Chancellor, President and Board of Trustees on any matter of general faculty or campus-wide concern, including such matters as appointment, promotion, tenure, dismissal, and non-reappointment. Through the Chancellor, actions on any matter under this paragraph are reported to the President and, when requested by the Assembly or Senate or considered necessary or desirable by the President, through the President to the Board of Trustees.

3. Legislative action of the Assembly becomes effective at the end of fourteen days unless vetoed by the Chancellor. If differences cannot be resolved, the Assembly may, by at a three-fifths vote of those present and voting, appeal these differences to the President of the University for mediation.

4. Though the Senate exercises general legislative powers, the Assembly retains the power of initiative and referendum.

C. Membership
The voting membership consists of all faculty members holding half time or greater appointments and the following:

1. All persons classified as administrators. An Administrator is defined as any person who can be considered to be in charge of, or functionally responsible for a campus service or office.

2. Three representatives from the UAPB organization of secretaries to be elected by that organization.

3. Twenty-five students to be selected by the Student Senate.

D. Officers

1. The officers of the Assembly with duties customary to such offices are chairman, vice chairman, and parliamentarian.

2. The chairman and vice president of the Senate.
E. Elections

1. Election of these offices will be held in April of each year. Officers will take office July 1 for a term of one year.

2. A nominating committee, appointed by the chairman, will propose nominees to be included on the ballot. Nominations will also be accepted from the floor.

3. A simple majority of the Assembly members present is required for the election of officers provided a quorum (simple majority) is present.

4. In addition to the chairman and vice chairman, seven Senators at large will be nominated by the committee and elected by the Assembly to serve a one-year term in the Senate. The Senators at-large will take office on July 1.

5. The 25 student representatives to the Assembly will be elected by the Student Senate at a meeting to be held in September. These representatives will be elected from the student body as a whole. The names and addresses of those elected will be submitted to the chairman of the Assembly not later than October 1, at which time they will take office.

6. The four student representatives in the UAPB Senate will be elected from the 25 student Assembly representatives by the Student Senate at a meeting to be held in September.

F. Meetings

1. The Assembly will meet at least once each semester—in October and in April—to conduct business. Additional meetings may be called by the chairman at the petition of 35 members of the voting membership or at the request of the Chancellor; to address emergency business, such as the presentation of nominees for degrees.

2. Agenda and notification of the meeting will be published no less than seven days prior to the meeting date. This requirement may be abrogated for emergency-called-meetings. Minutes of Assembly meetings will be turned over to the President of the Senate for prompt publication and distribution following the procedures in Section II, Article 5-d-1.

3. A simply majority of the voting membership of the Assembly will constitute a quorum. 4. The secretary of the Senate is also the secretary of the Assembly and is responsible for the submission of minutes to the chairman. Publication and distribution will follow the procedure specified in Section II, Article 5-d-1.
UAPB SENATE

A. MEMBERSHIP
Members of the Senate are drawn from the Assembly, and include both ex-officio and elected members. Elected members have the right of voice and vote. Ex-officio members have the right of voice only.

1. Ex-Officio Members: Ex-Officio members are the Chancellor, Vice Chancellors, Deans and Directors

2. Elected Members:
   a. Each academic department elects one of its own members
   b. Seven Assembly members are elected by the Assembly as Senate representatives-at-large

3. Four student assembly members elected by the Student Senate

B. ELECTIONS
Elections are held in April of each school year for departmental representatives and members-at-large, and in September for student members.

1. Department Representatives: The president of the Senate will notify each department head, in writing, on or about April 1, of department representative vacancies. Each department head is responsible for conducting an election within the department and reporting the results to the president of the Senate not later than May 1. Elections will be by secret ballot.

2. Student Representatives: Nomination and election of student senators will be accomplished during a meeting of the Student Senate held in September of each year.

3. Vacancies: In the event of vacancies arising during the school year, the president of the Senate has the right to appoint interim members-at-large. For all other elected members, the president of the Senate will request the responsible person conduct the necessary election to determine a replacement.

C. TERM
1. The officers of the Senate are president, vice president, secretary and parliamentarian, with duties customary to these offices.

2. The chairman and vice chairman of the Assembly are also president and vice president of the Senate.

3. The secretary and parliamentarian are elected annually by a majority vote of the first fall meeting following the general elections.

4. The president of the Senate will ensure compliance with the provisions of this document; will cast the tie breaking vote on any Senate matter; will appoint ad
hoc committees to perform special services as needed; and will sit as an ex-officio, non-voting member on all committees.

5. The parliamentarian will serve as chairman of the Senate Rules Committee, the members of which will be appointed by the president. The Rules Committee will establish procedures for the conduct of meetings.

6. The secretary of the Senate will also serve as secretary for the Assembly.

**D. MEETINGS**
The Senate will meet in October, December, February, April and once in the summer. Special meetings may be called by the president or by petition of twenty percent of the Senate.

1. **Quorum**: A simple majority of the elected membership of the Senate constitutes a quorum. Any senator unable to attend a Senate meeting may designate, in writing, another Assembly member as his/her proxy. The substituting member will be included when determining the presence of a quorum.

2. **Attendance**: The president of the Senate may request the replacement of any elected senator who misses two consecutive meetings regardless of the appointment of a proxy.

3. **Agenda**: The president of the Senate is responsible for providing each senator with a notification of meeting dates and times, and for providing him/her with an agenda of subjects to be addressed. The notification and agenda will be published no less than seven days prior to the meeting date. This requirement may be abrogated for emergency-called meetings.

4. Any item submitted by a senator to the Agenda Committee will be placed on the agenda if received prior to the publication date.

5. Any item submitted by the chairman of a standing committee (Section III) will be placed on the agenda. The committee recommendation must be in sufficient detail to permit knowledgeable and prompt action by the full Senate. The committee chairman may appear before the full Senate to explain and defend the committee recommendation.

6. All agenda items will be acted upon prior to opening the floor for consideration of other business. Standing committee recommendations must be acted upon within sixty days of submission to the president or at the next scheduled meeting.

7. All standing committees introducing recommendations designed to be considered for the purpose of developing institutional policy must be placed on the Senate Agenda.
8. **Minutes:** The president of the Senate is responsible for ensuring prompt publication and distribution of the minutes of Senate meetings.

9. Minutes will be forwarded promptly to the Chancellor and senators, with a copy deposited in the John Watson Library. Each senator, in turn, is responsible for disseminating information within his/her department, including posting the minutes on departmental bulletin boards.

10. Summaries of meetings will be made available to all campus offices promptly after each meeting.

**E. AUTHORITY**

1. The Senate exercises general legislative and advisory powers and is empowered to act on all matters within the jurisdiction of the Assembly.

2. Legislative Action becomes effective thirty days following the date of enactment with the following qualifications:

   a. Any Senate action may be vetoed by the Chancellor within thirty days of the action. If differences cannot be resolved, the Senate may, by at least three-fifths vote of those present and voting, appeal these differences to the President of the University for mediation. If settlement is not achieved within thirty days, the President shall submit the issue to the Board of Trustees for resolution.

   b. The Assembly may exercise its power of referendum on any Senate action by petition of thirty-five members of the Assembly. The petition must be presented to the president of the Senate within thirty days of enactment of the legislation in question. Thereafter, the legislative action will be suspended pending reconsideration by the Senate and/or full Assembly.

   c. Any action considered by the Senate or the Chancellor to carry clear and significant implications for other universities will be set aside for up to sixty days and referred to other faculty governments in the system or to the President of the University.

   d. All communications should be in writing and signed by the appropriate person(s).

**F. FISCAL AND CLERICAL SUPPORT**

1. Adequate operational funds will be provided through the campus budget. A separate budgetary category is established for campus governance.
2. The Administrative Assistant to the Chancellor will designate one UAPB secretary at the outset of each school year to attend Senate and Assembly meetings to take and type the minutes for submission to the Senate’s elected secretary.

**G. STANDING COMMITTEES**

Much of the study and work accomplished in the name of the Senate will be done by standing committees which represent the broad involvement of UAPB personnel. No committee action designed for the development of institutional policy is to be final until acted upon by the Senate and Chancellor as specified in Section II.

**H. MEMBERSHIP**

Committee membership may include any employee of UAPB who may have responsibility or experience within the functional committee areas described herein. Provision is also made for students to serve on selected committees. Except for specified positions named, all committee members will be nominated by the Committee on Committees and appointed by the Chancellor for a one-year term.

**I. COMMITTEES**

1. **Committee on Committees**: The Committee on Committees will be composed of the Vice Chancellor for Academic Affairs, who will chair the committee; the head of each academic school; the President of the Student Government Association; and two senators appointed by the Senate President.

   a. Those members of standing committees who are designated by the position will be appointed by the Committee on Committees. The completed list of committee members will be sent to the Senate and forwarded to the Chancellor for further action.

   b. Student nominations will be coordinated with the Student Government Association. To the extent that continuity is not jeopardized, committee members should not be nominated for consecutive terms.

   c. The committee may recommend the establishment, disestablishment, or modification of the standing committee structure in accordance with the amendment procedures prescribed in Section IV.

2. **Chancellor’s Committee on University Development**: The Chancellor’s Committee on University Development is to serve as an advisory body to the Chancellor. Its function is to study general needs of the University and assist in reviewing, updating and interpreting the aims and purposes of the campus. The committee is composed of the following:

   a. One representative from each academic school, with the exclusion of school deans
   b. One school dean who will serve for a one-year term
c. President and Vice President of the Senate
d. Vice Chancellors, the Registrar, Library Director, and Associate Dean of Students
e. Director of Public Relations
f. Student Government will select, by their own method, two members. Terms for student members are for one year
g. Director of Computer Services
h. Director of Development
i. Director of Planning and Management

3. **Committee on Academic Affairs and Educational Policies:** The Committee will identify and recommend policies for the improvement and maintenance of high levels of academic scholarship; investigate and recommend policies on admission, educational standards, registration, and curricula; evaluate and recommend policy relating to the general education program; and evaluate scholarship applications to recommend an order of merit list. The Committee is composed of the following:

   a. Vice Chancellor for Academic Affairs or designee, who will chair the committee
   b. Deans of schools
c. Department chairpersons
d. Director of Admissions and Academic Records
e. Registrar
f. Associate Deans of Students
g. Director of Military Science
h. Director of Cooperative Education
i. One Library staff representative
j. Four students to be selected annually by the Student Government Association
k. Two senators to be selected annually by the Student Government Association

4. **Agenda Committee:** The Agenda Committee will prepare and distribute the agenda for Senate meetings in accordance with the provisions of Section II. The committee will be composed of the following:

   a. President of the Senate who will chair the committee
   b. Vice President of the Senate
c. Secretary of the Senate

5. **Teacher Education Committee:** The Teacher Education committee will recommend policy, evaluate and review programs in terms of accreditation requirements, examine national trends in the field of education and recommend curricula for all teacher education areas. The committee will be composed of the following:
a. Vice Chancellor for Academic Affairs or designee who will chair the committee
b. Dean of the School of Education
c. University Librarian
d. One teacher educator, excluding department chairperson, from each of the following areas:
   1. Agriculture
   2. Human Sciences
   3. Industrial Technology
e. A teacher educator, excluding department chairperson, from each of the following areas:
   1. Early Childhood
   2. Secondary Education (two representatives)
   3. Middle School
   4. Health, Physical Education & Recreation
f. One academic advisor for teacher education majors from each of the following departments:
   1. Department of Art
   2. Department of Biology
   3. Department of Business & Economics
   4. Department of Chemistry
   5. Department of English, Speech & Drama
   6. Department of Social and Behavioral Sciences
   7. Department of Mathematics
   8. Department of Music
   9. One student majoring in education from each of the following areas:
      a. School of Agriculture, Fisheries & Human Sciences
      b. School of Business & Management
      c. School of Science & Technology
      d. Division of Military Science
      e. School of Education

6. **Student Academic Appeals Committee**: The Student Appeals Committee will hear individual student grievances relating to academic probation, suspension, and curriculum. Committee findings and recommendations will be forwarded to the appropriate office for review and disposition. The committee will be chaired by a senior faculty member and will be composed of the following:

   a. Five faculty members, one representative from each school
   b. Three students. One representative from the aggrieved student’s major department as requested by the committee chair

7. **Faculty Appeals Committee**: The Faculty Appeals Committee is the court of last resort for faculty members who have been unsuccessful in pursuing restitution for
perceived wrongs through normal channels. The committee will hear the individual faculty member’s grievance and will work toward arbitration and resolution of conflicts. Committee findings and recommendations will be submitted to the UAPB Senate and the Chancellor as specified in Section II. Committee membership will be as follows:

a. Two representatives from each school
b. One representative named by the individual submitting the grievance

8. **Athletic Committee**: The Athletic Committee will formulate and recommend institutional athletic policy. The committee will concern itself with the academic status of athletes, matters of intercollegiate concern, and athletic programs. It is within the committee’s mandate to aid in the selection of new coaches when appropriate. The chairperson of the committee will be elected by the committee. The committee will be composed of the following:

   a. Athletic Director
   b. Six faculty members who have interest in and knowledge about sports (at least two female representatives)
   c. Public Relations Director
   d. Three students selected by the Student Government Association
   e. Two staff members who have interest in and knowledge of sports
   f. One female

9. **Alumni Affairs Committee**: Alumni Affairs Committee is responsible for the coordination of AM&N-UAPB Alumni Association programs, including Homecoming and Founders’ Day activities. The committee will be composed of the following:

   a. Executive Director of the UAPB-AM&N Alumni Association, who will chair the committee
   b. Seven faculty members
   c. President of the Student Government Association
   d. Three students selected by the Student Government Association

10. **Commencement Committee**: The Commencement Committee is responsible for recommending speakers and general procedures for Commencement exercises and for assisting the Vice Chancellor for Academic Affairs in making arrangements. The committee will be composed of a representative from the following:

   a. Admissions and Academic Records
   b. Director of Public Relations
   c. Music Department representative(s)
   d. Security Office representative(s)
   e. Military Science Department representative(s)
f. Director of Physical Plant and Grounds
g. Senior class president
h. Eight faculty members
i. Two students

11. Founders Day Committee: The Founders’ Day Committee is responsible for coordinating Founders’ Week activities, including Founders’ Day. The committee generally selects a theme, plans activities during the week, selects speakers for the activities and identifies ways of soliciting the involvement of alumni and friends in all activities during the week. The committee will be composed of the following:

   a. Music Department representative(s)
   b. Director of Public Relations
   c. One Public Safety representative
   d. Sixteen faculty members
   e. Student Union representative
   f. Director of Physical Plant
   g. Four students

12. Student Affairs Committee: The Student Affairs Committee serves as an advisory body to the Vice Chancellor for Student Affairs. Its function is to review polices, procedures and regulations that affect students and make recommendations for approval, modification, or the creation of new polices as per Section II of this document. The committee will be composed of the following:

   a. Two representatives from Student Affairs
   b. One representative from Health Services
   c. Four faculty members
   d. Three students
   e. One representative from Finance and Administration

13. Lyceum Committee: The Lyceum Committee develops a cultural and entertaining program to meet the varying needs and interests of students. While designed primarily for the university students, the program is open to the Pine Bluff community. The committee works with the Southeast Arkansas Fine Arts Council to coordinate its programs with those of the council. The committee will be composed of the following:

   a. Five faculty members
   b. One representative from Public Relations
   c. Three staff members
   d. Three students

14. Faculty Benevolence Committee: The Faculty Benevolence Committee carries out its function in cases of illness and/or death within the University family.
Cards are sent to “shut-ins,” plants to hospitalized and/or long-illness co-workers, and floral sprays in cases of death in the immediate family of co-workers. The committee will be composed of the following university employees:

a. Three faculty members
b. Two staff members

15. **Honors and Awards Committee**: The Honors and Awards Committee selects and recommend persons adjudged as most deserving of honors and awards established by UAPB. The committee will be composed of the following:

a. Six faculty members
b. Six staff members
c. Four Students

16. **Research Committee**: The Research Committee facilitates research activities among the faculty. The committee will be composed of the following:

a. Six faculty members
b. Two students
c. Staff member-at-large

17. **Faculty/Staff Budget Committee**: The Faculty/Staff Budget Committee participates in the various developmental stages of the University programs, proposals, and the submission of faculty/staff recommendations to the UAPB Executive Budget Committee. The committee will be composed of the following:

a. Vice President of the Faculty/Staff Senate, who will chair the committee
b. One representative from Finance and Administration
c. One representative from Student Affairs
d. One representative from each school
e. Four representatives from non-academic departments

18. **Traffic Violations and Appeals Committee**: This committee investigates and makes recommendations regarding the resolution of appeals to the Department of Public Safety. The committee will also advise the Vice Chancellor for Finance and Administration and the Director of Public Safety regarding policies, procedures, and regulations. The committee will be composed of the following:

a. One public safety officer
b. Two Faculty members
c. Two staff members
d. Two students
e. One representative from the Senate
f. One representative from Student Affairs
19. **Homecoming Committee**: The Homecoming Committee plans, coordinates, and executes all activities pertaining to the annual homecoming celebration. The committee will be composed of the following:

a. Two representatives from the Physical Plant area  
b. Two representatives from the Department of Public Safety  
c. Two representatives from the Music Department  
d. Two representatives from the Industrial Technology Department  
e. One representative from Athletics  
f. One representative from the Department of Public Relations  
g. Two representatives from the Student Union  
h. Two representatives from Student Government Association  
i. Ten faculty members  
j. Five staff members  
k. One representative from Finance and Administration  
l. Four students

20. **Library Committee**: The Library Committee advises the librarian on services and polices for the University and the Pine Bluff Community. The committee interprets library service concepts to potential users; supports local, state, and national library services; reviews assessment reports on library development; and facilities long-range planning to assure excellence in library services. The committee will be composed of the following:

a. One teaching faculty representative from each academic school  
b. Two students  
c. One library staff member  
d. One community representative (usually a public librarian)  
e. One librarian  
f. One Associate Library Director (ex-officio)  
g. One representative from the Office of Student Affairs  
h. One Finance and Administration representative

21. **Promotion and Tenure Committee**: The Faculty/Staff Promotion and Tenure Committee is responsible for reviewing and updating general procedures and policies concerning promotion and tenure at UAPB. The committee will be composed of the following:

a. One Personnel Office representative  
b. One senator from each of the schools  
c. Two senators from the Staff-at-Large positions  
d. One representative from Academic Affairs

22. **Retirement Committee**: The Retirement Committee is responsible for ascertaining the individuals scheduled for retirement, making arrangements for recognizing their contribution to the University, and coordinating the recognition
ceremony. This committee will be appointed by the Committee on Committees. The committee will be composed of the following:

a. Two representatives from each school  
b. Two representatives from the staff  
c. One representative from personnel

23. **Catastrophic Leave Committee**: The Catastrophic Leave Committee shall be comprised of not fewer than three members. Committee members, including a Chairperson/Secretary, shall be appointed by the Chancellor and shall serve a length of time designated by the Chancellor. Committee members shall represent a cross-section of administration, faculty, and staff of the University. Recommendation shall be based on the majority vote of the committee.

24. **Ad Hoc Committees**: Ad Hoc Committees may be appointed by the Chancellor to address specific subjects, or standing committees may be charged for special studies. These committees will report directly to the Chancellor.

25. **Technology Committee**

Purpose of the University Technology Committee:

a. To review current status of information technology at UAPB;  
b. To assess short-term and long-term information technology needs;  
c. To provide evaluation, advice and direction regarding information technology applications;  
d. To develop and implement a University Technology plan

The composition of the committee:

1. The Director of Administrative Computer Center  
2. The Director of Academic Computer Center  
3. The Dean of Continuing Education  
4. The Chair of Computer & Mathematical Sciences  
5. One representative from the Learning Resources Center  
6. One faculty member from each academic division  
7. One representative from Graduate Council  
8. One representative from English, Theatre & Mass Communications  
9. One representative from Finance & Administration  
10. One student representative

26. **Chancellor’s Committee on ADA (American Disabilities Act)-Facilities.** The function of this committee is to study and review the total campus plans for modification and construction of facilities to meet ADA (American Disabilities Act) laws. The committee should be composed of following members:

1. The Controller  
2. Director of Physical Plant
3. Two Disabled Students
4. Two Faculty Members (Disabled)
5. The Coordinator of Disabled Students
6. The Campus Planning and Management Director

27. **Grievance Committee for Disabled Students.** The function of this committee is to investigate and recommend policies on Section 504 and ADA (American Disabilities Act) as well as make available the requirements of Section 504 and ADA (American Disabilities Act). The committee will also hear grievances and make recommendations to accommodate the student. The committee should be composed of the following members:

1. Two faculty members (one disabled)
2. Two disabled students
3. Director of Health Services
4. Two Student Government Association student
5. Dean of students

28. **Senate Budget Committee.** The Senate Budget Committee will serve as the oversight committee of the overall university budget, participate in budget matters relative to budget planning, implementation, revisions and other matter impacting on the university budget.

1. President of the Faculty Senate (Convener)
2. Vice President of the Faculty Senate
3. Four Senators (Academics)
4. Two Senators (At Large Senators from the staff)
5. One SGA representative (SGA President)

29. **Admissions Appeals Committee.** The Admissions Appeals Committee will serve as an avenue for all new and transfer students who have been denied admission. The chairperson will be selected by the committee. The committee should be composed of the following:

1. Director of Recruitment (Convener)
2. Director of Counseling and Testing
3. One representative from personnel
4. One representative Military Science
5. Director of Financial Aid
6. One representative from each school, Continuing Education, Honors College and University College
7. One representative from Cooperative Education
8. Two students

30. **University College Council Committee.** The University College Council Committee will work to benefit freshman and sophomores as they move through
the University College program by helping to identify problems that currently
exist and which may arise; by developing and supporting policies and
recommending actions needed for improvement and problem resolution. The
committee should consist of the following

1. Dean of University College (Convener)
2. Director of the Library
3. Director of the Computer Center
4. Director of Admissions
5. Dean of the School of Agriculture and Home Economics
6. Dean of Honors College
7. Dean of Continuing Education
8. Two staff persons from University College
9. Two SGA representatives
10. Director of Testing
11. Director of Academic Records
12. Director of Cooperative Education
13. Three Senators
14. Director Of Financial Aid

J. AMENDMENTS
The “Rules for the Governance of the University of Arkansas at Pine Bluff” must be
approved by a simple majority vote of the Assembly. The document then must be
submitted through the Chancellor and the President of the University of Arkansas to
the Board of Trustees for approval.

a. Amendments to Section I, II, and IV must be approved by two-thirds
   majority vote of the Assembly and must otherwise follow the same approval
   procedures designated for enactment

b. Amendments, revisions, or changes to Section II (Committees) may be
   approved and implemented in the routine manner for enactment of
   legislation prescribed in Section I and II. Board of Trustees approval is not
   required.
Important Numbers

Information 870-575-8000
Recruitment 800-264-8272
Admissions 800-2646585
Financial Aid 800-2646523
Student Accounts 870-575-8286
Campus Police 870-575-8919
Athletics Department 870-575-8675
Academic Records 870-575-8486
Dean of Students 870-575-8360
Health Services 870-575-8508
Housing 870-575-8079
Honors College 870-575-8050
ROTC 870-575-8445
Choir 870-575-8909
University College 870-575-8335
School of Agriculture, Fisheries, & Human Services 870-575-8210
Department of Agriculture 870-575-8532
Department of Aquaculture 870-575-8537
Department of Human Sciences 870-575-8817
School of Arts & Sciences 870-575-8210
Department of Art 870-575-8236
Department of Biology 870-575-8840
Department of Chemistry & Physics 870-575-8977
Department of English, Theatre & Mass Communication 870-575-8624
Department of Mathematical Sciences & Technology 870-575-8761
Department of Music 870-575-8905
Department of Nursing 870-575-8220
Department of Social & Behavioral Sciences 870-575-8187
School of Business & Management 870.575.8233
Department of Accounting & Business Education 870.575.8587
Department of Business Administration & Economics 870.575.8211
School of Education 870.575.8529
Department of Elementary, Secondary & Special Education 870.575.8240
Department of Health, Physical Education & Recreation 870.575.8655
The following section is an addendum to the Faculty and Staff Handbook.

Addendum:
Probationary Period:

New employees, as well as current employees who are promoted to a higher grade or level of responsibility, excluding faculty, will be subject to a ninety (90) day probationary period. The probationary period is intended to provide a supervisor with an opportunity to assess an employee’s performance. During this period, if a supervisor observes an employee performing in an unsatisfactory manner, the supervisor should inform the employee of the area(s) of concern so the employee will have an opportunity to improve performance. Prior to the end of this period, an employee will be evaluated, and a determination made concerning whether employment will be continued beyond the probationary period. At the option of the University, the probationary period may be extended.