

# GENERAL EMPLOYEE PERSONNEL POLICIES AND PROCEDURES



## Policy Manual Volume III

900 Chicon Street  
Austin, TX 78702  
512.505.3000  
[www.htu.edu](http://www.htu.edu)

*Celebrating a 141 year legacy*

## UNIVERSITY MISSION AND VISION

### **Mission**

HT nurtures a legacy of leadership and excellence in education, connecting knowledge, power, passion, and values.

### **Vision**

A connected world where diversity of thought matters.

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**3.0 INTRODUCTION AND ACKNOWLEDGEMENT**

Volume III of the Huston-Tillotson University Policy Manual contains employment policies that pertain to all University employees. Additional policies that pertain only to members of the faculty are provided in Volume IV, and policies that pertain only to administrative and general staff are provided in Volume V. General Policies that affect all members of the campus community (including students) are set forth in Volume II. Please sign and return to Human Resources the Acknowledgement and Receipt form that is provided in Appendix 3.1.1 to indicate that you will review and make an effort to comply with the contents of these documents.

**3.1 University Personnel Policies and Procedures**

**3.1.1 Personnel Administration Overview**

Personnel administration at Huston-Tillotson University is based upon the belief that the success of the University and its services to the community are primarily dependent on its personnel, and that the development of the greatest potential of each employee is good for the employee and good for the University.

All employees of Huston-Tillotson University are challenged to make a personal commitment to assist the University to achieve its Mission, and to join the team effort to establish the University as a premier institution for the preparation of leaders for the 21<sup>st</sup> century.

**3.1.2 University Administration Commitments**

To achieve these ends, the University’s administration is committed to the following principles:

1. To employ individuals solely on the basis of their qualifications;
2. To recognize each person as an individual throughout that person’s entire period of association with the University;
3. To review periodically the performance of all members of the faculty and staff, to keep them informed concerning their status, and to provide continuous guidance to help all employees to progress in their professional and career development;
4. To promote from within, on a campus-wide basis, those individuals qualified to fill vacancies in more advanced positions;
5. To maintain salary scales that compare favorably with those paid for similar work at educational institutions of similar size and stature; and to administer individual salaries in a manner which recognizes the relative importance of each position and which rewards meritorious performance;
6. To provide an attractive and safe work environment by maintaining a clean, neat, and efficient physical plant, effective campus security, and good physical working conditions;
7. To encourage harmonious relations among all employees and to expect civility and respect for all persons throughout the campus community;

8. To regard planned training, continuing education, and staff development activities as an investment for the mutual benefit of individuals and the University;
9. To communicate freely with all members of the faculty and staff and to encourage open communication from and among all employees; and
10. To be guided by the Golden Rule in all dealings with employees.

### **3.2 Employment Procedures for Advertising Positions, Selecting Candidates and Hiring Personnel**

These procedures are published to provide an efficient process for advertising positions, selecting candidates, and hiring personnel at Huston-Tillotson University. To be sure that the required paper work is processed and signed by all parties in time to meet the needs of the workplace, a minimum of one (1) month shall be allowed for these procedures. **No person is to begin work until this process has been completed.** Under urgent circumstances, the process can be facilitated more quickly, pending the prior approval of the unit head and the President.

Any employee may apply for any vacant position at Huston-Tillotson University. In general, all vacant and new positions are posted at the University for at least one week on the website at [jobs.htu.edu](http://jobs.htu.edu) before a unit head submits a recommendation for appointment of a candidate for that position to the President. Current employees who are interested in the posted position must submit an application and an updated résumé at [jobs.htu.edu](http://jobs.htu.edu) online.

#### **3.2.1 Advertising**

1. The supervisor shall complete the Employment Requisition form, providing all information necessary for advertising the position, i.e., date to be filled, closing date, and a copy of the job description. The Employment Requisition requires the signatures of the Supervisor or the Department Chair, the Dean of the College/School (for academic positions only), and the unit Vice President;
2. The supervisor will submit the information to the Human Resources Office for posting in-house, and with local, non-profit publications and organizations within one (1) week from the date of receipt of the forms, or beginning on the date authorized by the unit head;
3. The supervisor will indicate on the Employment Requisition form any special advertising requests such as the Chronicle of Higher Education, Diverse Issues in Higher Education, and/or newspapers. The Human Resources Office will place the ad;
4. All applications will be received and recorded in the Human Resources Office via the online application site [jobs.htu.edu](http://jobs.htu.edu). After the deadline date, applications will be reviewed by the hiring manager(s) and/or search committee; and
5. The Office of Human Resources will send an acknowledgment e-mail to all candidates who apply for any posted position.

#### **3.2.2 Selection and Recommendation**

1. After the official closing date for applications, the screening process will begin. A selection committee must screen and interview all candidates for full-time faculty positions, administrative staff positions of Director and above, and grant manager or program director positions. The hiring supervisor will be responsible for initiating these committees. For all other positions, the supervisor may initiate the screening process, selecting which candidates to interview; and

2. The supervisor and/or interview committee will interview selected candidates and submit a Request for Appointment to the unit Vice President. The supervisor or chair of the selection committee may also elect to prepare a letter of recommendation as a basis for dialogue with the unit Vice President regarding the selection process, the candidate, and the proposed salary. NOTE: The effective date of hire should be at least two (2) weeks after the form is signed by the supervisor. If all of the procedures listed below are followed, student workers may be processed for appointment within one (1) week.

### **3.2.3 Interviewing Guidelines**

Interviewing is a crucial and necessary hiring tool. Unfortunately, many do not utilize the tool completely. Employment interviews serve many purposes such as:

1. Verify stated credentials;
2. Probe extent of knowledge;
3. Find the perfect 'fit';
4. Avoid a mis-hire; and
5. Impress the applicant.

Successful interviews are based on well-prepared, thought out plans. The goal is to identify qualified applicants who 'fit' within the University.

Questions that do not directly reflect upon the applicant's ability to perform the essential functions of the job shall not be asked during the interview. If it will not help decide whether the candidate is the best qualified person for the job, it is best not to ask. Keep the questions objective and focused on the job requirements and the qualifications to do them. Be consistent. Standardize the questions.

It is best for the interviewer to avoid writing comments or personal observations on the application forms or other interview documents. The risk is too great that careless or ill-advised written comments could serve as proof of discrimination in failing to hire an applicant.

Some other guidelines to consider are:

1. Establish and maintain rapport;
2. Listen carefully;
3. Observe body language;
4. Provide specific information about the job and the University; and
5. Summarize the interview and tell candidates what will happen next.

### **3.2.4 Hiring Process**

After the selection is approved by the unit head, the unit head provides the completed Request for Appointment form to the Office of Human Resources. The Human Resources Director ensures the selected candidate's file contains the following documents:

1. Application;
2. Pre-employment completed background check;
3. Résumé and other credentials;
4. Letters of recommendation or list of references;
5. Verification of reference check by the supervisor; and



6. The Request for Appointment form, already signed and dated, in the following sequence:
  - a. Supervisor: The supervisor's signature indicates that the applicant is the preferred candidate, has the qualifications as listed in the job description, has been interviewed, and references have been checked.
  - b. Unit Vice President: The Unit Vice President's signature indicates that the recommendation has been approved, that the qualifications have been met, and that the salary is in the unit budget.
  - c. Secondary Budget Source and/or Grant Coordinator: When required, the signature of the secondary budget source and/or grant coordinator indicates that funds are available within that budget or grant source and that the position falls within the guidelines of the grant or budget.
  - d. Vice President for Administration and Finance: The signature of the Vice President for Administration and Finance indicates that funds are in the appropriate budget for the position.
  - e. Director of Human Resources: The signature of the Director of Human Resources indicates that all the University's procedures have been followed, that an investigative background check has been completed with satisfactory results, that the process was non-discriminatory, and that the candidate's file is complete and ready for approval by the President.

The Director of Human Resources will prepare a Memorandum of Appointment for faculty or a Statement of Employment At-Will for a staff person for the President's approval and signature. The President may request a meeting with the interview committee and/or the candidate selected for a faculty or administrative staff position prior to approving and signing the letter. The President will not routinely expect to meet the candidates for general staff positions or student workers prior to their appointment.

If the President approves the appointment, the President will sign the Request for Appointment form and the Memorandum of Appointment letter for faculty or the Statement of Employment At-Will letter for a staff person. The Director of Human Resources will mail the letter to the candidate or it may be hand delivered to the candidate.

The Director of Human Resources will inform the supervisor and unit Vice President when a written offer is sent to a prospective employee.

The Candidate has ten (10) days from the date postmarked on the envelope or the date of hand receipt to sign and return the document to the Human Resources Office. After the Human Resources Office has received the signed letter, the President will sign the Request for Appointment form. The Director of Human Resources will send a copy of the candidate's appointment form signed by the President to the following offices: unit head, supervisor, and payroll office. Only then, may the supervisor inform the candidate that the candidate may begin work on the approved Date of Hire.

No employee will begin work until this process is complete. Violation of this policy may result in reprimand or termination of the supervisor and deduction from the supervisor's paycheck of all compensation, benefits, or other financial liabilities incurred by the University during the period that an unauthorized person works for the University, to the extent allowed by applicable law.

The supervisor will send a letter to all applicants who were interviewed but not selected, advising them that they were not selected. The Human Resources Office will provide a suggested form letter. The supervisor will then return the applications and all other related information about candidates who are not selected to the Human Resources Office.

The Human Resources Office will send a form letter to all other applicants for the position to inform each person that the position has been filled.

The Human Resources Office will conduct an orientation for a new employee on the Date of Hire at which time all payroll and personnel forms will be completed. The supervisor will ensure that the new employee attends the orientation session on the first day they report to work. Failure of new employees to attend this session may delay the payroll process.

The supervisor will conduct an orientation for a new employee on the date of hire ensuring all departments as indicated on the form sign the Employee Clearance Form. The supervisor shall also brief the new employee on work hours, job expectations, and conduct in the workplace.

#### **3.2.4.1 New Employee Clearance**

Supervisors shall use the Employee Clearance Form for orienting new employees. The original of this form shall be sent to Human Resources for the employee's personnel file. Upon termination of employment, the employee will use this same form for clearance.

#### **3.2.4.2 Pre-Employment Background Investigations**

Huston-Tillotson University promotes a safe work environment to protect its most important assets: the people we serve and the people with whom we serve. Therefore, current HT employees will be subject to background checks periodically based on position exposure or length of service. All prospective HT employees ("Applicants") must consent to and pass a background investigation prior to any appointment relating to regular full-time, part-time, temporary, volunteer and key student positions within the institution. The type of background investigation varies by position and is intended to protect the interests, employees and students of Huston-Tillotson University. Convictions, charges or other issues disclosed or discovered in the employment process may influence the selection of the applicant. Likewise, failure to be forthcoming about criminal history or any misrepresentation of education or work history may also influence the selection of the applicant. Huston-Tillotson reserves the right to perform background checks in any situation when it is deemed appropriate to protect the interests of the University.

##### **3.2.4.2.1 Background Checks**

This policy defines background checks as, but not limited to, the following:

- A search for criminal offenses including sex-related crimes in an individual's counties of residence for the past seven years;
- A search of the state registry of sex offenders; and
- A database search for criminal activity in the individual's states of residence for the past seven years; and
- A review of state and federal databases verifying an individual's social security number, driver's license and residency.
- Motor vehicle records, credit checks, transcripts, prior employment and educational history may also be verified.

This policy is applicable to all current and prospective faculty, staff, key students, contract employees; independent contractors; agents and volunteers.

This policy defines Key Students as those students who are in practicum involving protected persons or the medical field, student teachers, students working with protected persons and Resident Assistants.

This policy defines Camp Counselors and Program Leaders as those students, faculty, staff and volunteers who in the course and scope of their employment or service to Huston-Tillotson University conduct activities at or on behalf of Huston-Tillotson University and come in contact with protected persons. This includes positions such as Recruiters and Camp Directors.

This policy defines Protected Persons to include minors, developmentally disabled individuals regardless of age and vulnerable individuals regardless of age. Vulnerable individuals include those who are mentally incapacitated, whether temporarily or permanently, for any cause including but not limited to intoxication, drugs or mental incompetence.

This policy defines minors as those individuals who have not yet reached the age of majority (18 years old in the state of Texas).

Huston-Tillotson University performs pre-employment background checks on all new employees as a condition of employment. Huston-Tillotson University performs background checks on adjunct faculty prior to appointment. As a 501 (c) (3), the University is not bound by the City of Austin "Ban the Box" ordinance (#20160324-019) passed March 24, 2016, restricting background checks until after a conditional offer of employment has been made.

Background checks are not required on current employees with the exception of those employees changing positions. For current employees changing positions, including those filling interim positions, a background check is only required when the new position increases the impact of the perceptible risk factor (contact with protected persons). If an employee experiences a position change within the same or greater perceptible risk factor, a new background check needs to be conducted if it has been five or more years since their last background check.

Huston-Tillotson University performs background checks on all key students, camp counselors and program leaders prior to performing the duties or participating in the activity qualifying them for this requirement.

All third-party users of campus facilities, including summer camps, are responsible by contract for complying with these background check standards in regards to their employees, volunteers and subcontractors.

All third-party contractors and vendors are responsible by contract for complying with these background check standards in regards to their employees, volunteers and subcontractors.

### **3.2.5 Appointment**

All persons employed by Huston-Tillotson University will be hired only upon prior written approval of the President of the University and will perform specific duties, in accordance with specific job description(s) and budget authorization. All such persons will be assigned to work under the general supervision of a unit vice president or the President.

The President of the University has the sole authority to offer employment to any person. No one – including but not limited to faculty, administrative staff, and general staff; including part-time employees, temporary or contract service employees, laboratory assistants, teaching assistants, and non-Work Study student workers – shall be offered employment, position, salary, or personnel benefits with or at Huston-Tillotson University, or with any of the University's special programs or research projects, except with the signed, prior approval of the President.

The President of the University has the sole authority to offer employment to any person. No one – including but not limited to faculty, administrative staff, and general staff; including part time employees, temporary or contract service employees, laboratory assistants, teaching assistants, and non-work study student workers – shall be offered employment, position, salary,

or benefits with or at Huston-Tillotson University, or with any of the University's special programs or research projects, except with the signed, prior approval of the President.

### **3.3 Employment Records**

#### **3.3.1 Confidentiality of Employee Personnel Records**

All personnel records of an employee are maintained in the Human Resources Office and are the property of Huston-Tillotson University. The personnel file represents the employment record of an employee and may include the application for employment, references, correspondence, position assignments, transfers, promotions, evaluations, wage changes, discharge or other disciplinary action, and benefits enrollment and tax deduction information. It is important to notify the Human Resources Office of any changes in name, address, telephone number or other personal data.

Employees may request a review of their own records by contacting the Human Resources Office during regular office work hours. A review of the records generally will be scheduled within seven (7) working days of the request. The file shall not be removed from the Human Resources Office; however, the employee may request and be provided with copies of information contained in the file.

Detailed, day-to-day records of the employee may be maintained in the employee's assigned department.

For a valid reason, the employee may authorize, in writing, access to the employee's file by a person not indicated above. Further, the University may permit access to and copying from such files, pursuant to lawful requests and identification of federal, state or local agencies relevant to accrediting agencies investigations, hearings, or other proceedings pending before such agencies or the courts.

See Volume IV, Faculty Handbook for additional policies regarding faculty credential files.

#### **3.3.2 Personal Data Change and Employee Directory**

Each employee of the University is required to provide for the Human Resources Office a telephone number for emergency purposes and a mailing address for official correspondence. Any changes in the information must be reported within 48 hours of the change. Failure to report a change may result in suspension and/or termination.

See Volume IV, Faculty Handbook for additional policies regarding faculty personal data change.

#### **3.3.3 Employment Verification and Recommendations**

Personal employment information on present and former employees will be released only to individuals/organizations having a legitimate need for the information requested. To ensure accuracy and consistency in the release of information, all inquiries should be in writing and should be referred to the Human Resources Office for response. Information released by the Human Resources Office will be restricted to the guidelines outlined below except as otherwise required by court order or subpoena or by written authorization from the employee:

1. Whether the University employs the individual;
2. Present job title or, in the case of a former employee, the last position held; and
3. Dates of employment.

## **3.4 Employee Holidays, Leaves, and Benefits**

### **3.4.1 Official University Holidays**

The University will grant paid holiday time off for full-time employees on the following official University holidays unless the needs of the University supersede an employee's ability to observe that day.

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Birthday	Friday after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Proclamation Day (June 19)	Day after Christmas
Independence Day	New Year's Eve
Labor Day	

Employees may choose to observe other religious holidays in place of those listed above. The supervisor must approve any substitutions in advance.

Exempt employees asked to work on an official University holiday, by the employee's supervisor or unit head, will receive an alternate paid holiday which will be scheduled at the mutual convenience of the supervisor and the employee. Non-exempt employees who work on a designated holiday will receive holiday pay for the time worked. If the holiday falls on a regularly scheduled day off, an employee will not be compensated nor receive any additional days off.

Spring Break is not considered a holiday and is not subject to holiday pay. Any days taken at Christmas not delineated above as a holiday must be charged to vacation.

### **3.4.2 Leaves**

#### **3.4.2.1 Bereavement Leave**

Any full-time employee bereaved by the death of a close relative is eligible to take time off, with full salary, for a period of up to five (5) days per fiscal year. Relative is defined as a parent, grandparent, spouse, sibling, child, or anyone of like relationship by marriage. Up to two (2) days of absence with pay per fiscal year for the death of a relative who is not among the immediate family listed above is allowed. Personal leave, accrued vacation leave or additional leave without pay may be requested. The request for bereavement leave should be reported to the supervisor and a completed leave form should be signed by the employee, supervisor, and unit head, and then presented to the Director of Human Resources.

#### **3.4.2.2 Family and Medical Leave Act (FMLA)**

In accordance with the Family and Medical Leave Act of 1993, a leave without pay is available to an employee who has completed at least 12 months of employment and at least 1,250 hours of service during the previous 12 months.

##### **3.4.2.2.1 Family Leave**

Family leave may be granted for the birth of a child, the placement of an adopted or foster child, or the serious health condition of the employee's spouse, child or parent. For the birth or placement of a child, leave must be taken within 12 months of that birth or placement. Leave may be taken on an intermittent or reduced basis for the birth or placement of a child, however, only if the arrangement is agreed to by the supervisor and unit head and with the approval of the

President. If the University employs both parents, the combined total leave granted is 12 weeks during any 12 consecutive months for the birth or adoption of a child. Leave requests for the adoption of a child must be accompanied by a copy of the adoption papers and an indication of the expected return-to-work date.

#### **3.4.2.2.2 Medical Leave**

Medical leave for serious health conditions of the employee may be granted for up to twelve (12) weeks. Leave may be taken intermittently or on a reduced schedule if “medically necessary”. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, residential health care facility, or continuing treatment or supervision by a health care provider.

Employees must submit a written request to their supervisor at least 30 days prior to the commencement of the leave in cases where the leave is foreseeable or as soon as possible if the leave is unforeseeable. The request must state the type of leave, the length of leave, and the reason for leave. Employees may use accrued vacation, accumulated sick time, and unused personal days during the leave. A completed leave form, signed by the employee, the supervisor, and the unit head should be forwarded to the Director of Human Resources.

Leave requests for the serious health condition of the employee or the employee’s spouse, child or parent must be documented by a health care provider’s certification of a serious health condition for the employee or that of a family member (spouse, child, or parent). Written certification from a physician or practitioner must be provided and updated every 30 days. For paid sick leave to be used for absences relating to childbirth, personal illness, or the illness of an employee covered by the Sick Leave Policy, a health care provider’s certification is also necessary.

During an approved Family or Medical Leave, the employee’s health insurance, life insurance, and long- and short-term disability benefits will be maintained by the University. An employee remains eligible to continue in the Employees Flexible Benefit (Cafeteria) Plan contingent upon timely receipt of the employee’s premium contribution. Arrangements for paying such premiums should be made with the Human Resources Office prior to the leave beginning. Benefit accruals, such as vacation, sick leave, and holiday benefits, will continue during the approved leave period.

An employee is expected to give advanced notice to the University, in writing, of an expected return date, preferably at the time the leave is requested. Upon returning from leave, an employee will be restored to the position held when the leave began or to a comparable position with equivalent employment benefits, pay, and other terms and conditions of employment.

An employee who takes leave for longer than twelve (12) weeks may or may not be reassigned to the employee’s previous position. However, the administration will make a demonstrable effort to offer the employee appointment to the same or a comparable position in terms of lateral rank and salary. If an employee fails to report to work promptly at the end of the approved leave period, the University will assume the employee has resigned.

#### **3.4.2.3 Military Leave**

An employee who is a member of the uniformed services (the Army, Navy, Marines, Air Force, Army National Guard, Air National Guard, Coast Guard, Commissioned Corps of the Public Health Service, and any other category designated by the President of the United States in time of war or emergency) shall be entitled to a military leave of absence upon call-up to active service in the uniformed services. The employee shall provide advance notice of the military orders to an immediate supervisor upon call-up to active military service in the uniformed services. The advance notice may be written or oral. Prior notice of the leave, however, will not

be required if it is precluded by military necessity or such notice is impossible or unreasonable to give.

The term “service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and the period a person is absent from employment for an examination to determine the person’s fitness to perform any such duty.

**3.4.2.3.1 Compensation**

Military leave at the University is granted without pay.

**3.4.2.3.2 Discrimination Prohibited**

Federal and state law prohibits discrimination against a person who (1) is a member of, (2) applies to be a member of, (3) performs, (4) has performed, (5) applies to perform, or (6) has an obligation to perform service in a uniformed service. In general, these individuals may not be denied (1) initial employment, (2) reemployment, (3) retention employment, (4) promotion, or (5) any benefit of an employee based on membership in the uniformed services, application for membership, performance of service, application for service, or actual service obligation. This discrimination policy applies to both regular and temporary employees.

**3.4.2.3.3 Reemployment Rights**

Generally, only individuals discharged under honorable conditions who were full- or part-time regular employees are eligible for reemployment. Further, the individual is required to be on leave for no more than five years, and reapply for reemployment within specified time frames.

Notice that a worker plans to return to work after military leave must be received by the time indicated below based on the indicated period of service:

<b>Period of Service</b>	<b>Notice of Return to Work Must be Received by:</b>
30 or fewer days:	First full regularly scheduled work period following completion of the service (with an eight-hour period plus time for safe transportation.)
31 to 180 days:	Fourteen days after the completion of service (or if impossible or unreasonable through no fault of the person, the next first full calendar day when application becomes possible).
More than 180 days:	Not later than 90 days after the completion of service.
A person who is hospitalized:	At the end of the period necessary for the person to recover or convalesce.

The service member is required to provide documentation of the time away and the time of release. However, failure to provide documentation cannot be a basis for denying reemployment if the failure occurs because the documentation does not exist or is not readily available at the time of the request by the University.

The University will not reemploy an individual when: (1) University circumstances have changed so as to make reemployment impossible or unreasonable; (2) the person is no longer qualified for the prior position and employment imposes an undue hardship on the University; or (3) the employment from which the person leaves to serve in the uniformed services is a temporary job and there is no reasonable expectation the job will continue indefinitely or for a significant period.

#### **3.4.2.3.4 Discharge**

A person who is reemployed under the protections of the Uniformed Services Employment and Reemployment Rights Act cannot be discharged except for cause as follows:

1. Workers on military leave for 31 to 180 days cannot be discharged without cause for six months after their reemployment date.
2. Workers who take military leave of more than six months (181 days or more) cannot be discharged without cause for one year after their reemployment date.
3. Workers who serve for 30 or fewer days are not protected from discharge without cause, but they are protected from discrimination.

#### **3.4.2.3.5 Seniority Based Benefits**

Reemployed individuals are entitled to all seniority-based benefits. For example, vacations are tied to years of service, and accordingly, the amount of uniformed service is added to actual employment service. This means if an individual is entitled to three weeks of vacation after five years of employment, a person who had four years of employment service and one year of uniformed service would be entitled to three weeks of vacation. In general, there must be a reasonable certainty the seniority-based benefit would have accrued if the employee had not gone into uniformed service, and the nature of the benefit must be a reward for length of service.

#### **3.4.2.3.6 Non-seniority Based Benefits**

An individual returning from uniformed service is entitled to all benefits not based on seniority in the same manner as any employee on a leave of absence would be able to accrue under other University policies. These policies are either those in effect at the time the individual left on uniformed service or those implemented while the employee was away.

#### **3.4.2.3.7 Use of Accrued Leave**

Employees are permitted to use any accrued leave such as vacation or other leave with pay toward uniformed service time. However, the University does not require employees to use paid leave toward uniformed service leave.

#### **3.4.2.3.8 Health Insurance Continuation**

Employees on uniformed service leave who are enrolled in the University's healthcare plan have the right to elect continuation coverage similar to the rights under COBRA. Employees returning to work are generally entitled to reinstated health coverage as if they had never left, with limited exceptions. Please contact the Director of Human Resources for further information. If an individual has COBRA rights, and the COBRA rights are greater than the rights under the federal Uniformed Services Employment and Reemployment Rights Act, COBRA applies.

#### **3.4.2.3.9 Life Insurance and Long/Short-Term Disability Insurances**

These types of benefits are not subsidized while the employee is on military leave. There are no continuation rights for these insurance plans. Upon reemployment, the employee will be returned to coverage. If an employee elects to not return to the University following active duty, only the life insurance plan may be converted to an individual policy.

#### **3.4.2.3.10 Pension Rights**

Participation and benefits under retirement plans will be granted in accordance with federal law. Generally, military service will be considered employment service for purposes of pension plan accrual and vesting.



#### **3.4.2.3.11 Tuition Remission/Waiver**

An employee who is currently in a degree seeking program and using tuition waiver may continue to use tuition remission if called to active duty and stationed locally.

An eligible spouse/dependent currently in a degree seeking program and using tuition remission may continue to use tuition remission.

If an employee is killed in the line of duty, the spouse/dependent's tuition remission benefits shall be provided in accordance with the University's policy on Tuition Waiver for Employees (See subsection 3.4.3.4).

If an employee does not return to the University, tuition waiver and/or remission for the employee, spouse and dependent shall terminate.

#### **3.4.2.3.12 Reemployment Positions**

Individuals are to be reemployed according to the following schedule:

1. If the military service was less than 90 days, the individual is to be placed in the job the employee would have had if employment had not been interrupted by service and assuming the person is qualified to perform those job duties, which may have changed in the interim. If the individual is not qualified to perform job duties and the University has made reasonable efforts to qualify the person, this individual is to be reinstated in the job held on the date service began as it was then defined;
2. If the service was more than 90 days, the person is to be placed in the job the person would have had if employment had not been interrupted or a position of like seniority status and pay that the person is qualified to perform. If the person is not qualified to perform the job that one would have had and the University has made reasonable efforts to qualify the individual, the person is to be placed in the job the employee held on the date the service commenced;
3. In the case of a person with a disability, who after reasonable efforts by the University to accommodate the disability, is not qualified to be employed in the positions required by the federal uniformed services reemployment law, the person is to be employed in any other position equivalent in seniority status and pay if the person is qualified to perform those duties with or without reasonable efforts by the University;
4. If an individual is not qualified to hold any of the positions as required by the federal uniformed services reemployment law, the person is to be placed with full seniority in any other position of lesser status and pay the person is qualified to perform; or
5. If two or more persons are entitled to the same job under the federal uniformed services employment law, the one who left the position first shall have priority to reemployment.

#### **3.4.2.4 Professional Development Leave**

Any full-time employee who has been employed by the University for at least five (5) consecutive years may request leave for up to two (2) years for purposes of enhancing that employee's skills, knowledge, or credentials in relation to the employee's current job responsibilities.

If an approved unpaid absence is longer than 30 days, the employee becomes responsible for the full cost of health insurance benefits if he/she wishes coverage to continue. The employee remains eligible to continue in the Employees Flexible Benefit (Cafeteria) Plan contingent upon timely receipt of the employee's premium contribution. Arrangements for paying such premiums shall be made with the Business Office prior to the leave beginning.

No contribution to the retirement plan will be made by the University on behalf of the employee as this program is a function of salary earned. The University, during the leave, will not continue life insurance or long- and short-term disability insurance coverage. No vacation or sick leave benefits are accrued during the leave. Continuity of service is maintained; however, leave time is not added to length of service.

Professional Development Leave requires the recommendation of the supervisor and unit head, and the prior approval of the President. Upon the employee's return to active duty at the University, the employee may or may not be reassigned to the employee's previous position. However, the administration will make a documented effort to offer the employee appointment to the same or a comparable position in terms of lateral rank and salary. If an employee fails to report to work promptly at the end of the approved leave period, the University will assume the employee has resigned.

#### **3.4.2.5 Jury Duty**

Any full-time or part-time employee of the University who is summoned to juror duty is eligible for a maximum of 10 days off to serve. This time off is at full salary, provided that the summons and a completed leave form, signed by the employee, the supervisor, and the unit head, is presented to the Director of Human Resources at least five (5) days prior to the time scheduled for service. Employees appearing in court on their own behalf, or as plaintiffs or defendants, must use accrued leave time.

Jury duty for periods longer than 10 days will be unpaid. When employees are required to serve on a case that may go longer than 10 days, the employee should present to the Court this policy that explains that additional jury duty will be unpaid. The Court may not require individuals to serve without pay if the time away from work would cause financial hardship. If jury duty is unpaid, benefits may be affected.

When an employee reports for jury duty but is not selected to serve for that day or session or when released by the courts for a half-day or more, the employee must return to work for completion of the normal work schedule or until his/her next scheduled duty. During extended periods of jury duty, the employee is expected to stay in contact with the supervisor on a regular basis and assist in coordinating work during the employee's absence.

After the completion of juror duty, the employee must furnish to the supervisor and the Director of Human Resources evidence of juror service for the time claimed. An employee may retain any pay received as a result of serving on a jury or being summoned for juror duty. This benefit also applies to any employee who is summoned as a witness in either a petite or grand jury proceeding, or on a governmental administrative hearing.

### **3.4.3 Insurance and Legislated Benefits**

#### **3.4.3.1 Medical**

All full-time employees are required to participate in the University's major medical group insurance plan or to submit documentation of their comparable coverage under another plan, which must be deemed to be an acceptable substitute by the Human Resources Office. Part-time and temporary employees are not eligible to participate in the group health insurance plan.

The University will contribute 100% of the premium for individual coverage for each employee participating in the group plan. The employee must pay the costs of any additional coverage for dependents. Information may be obtained in the Human Resources Office.

#### **3.4.3.2 Dental and Vision**

All full- and part-time non-temporary employees may choose to participate in voluntary dental and/or vision dental insurance.

### **3.4.3.3 Medical Protection Plan Continuation (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) requires that employers who sponsor group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called continuation coverage) at group rates in certain instances where coverage under the plan would otherwise end. This is intended to inform employees, in a summary fashion, of their rights and obligations under the continuation coverage provisions of the law.

An employee, the employee's spouse, or dependent become qualified beneficiaries if the employee, the employee's spouse or dependent are covered under the employer's group health plan and would lose coverage upon the happening of one of the following events (called a qualifying event):

1. Death of the covered employee;
2. Termination (for reasons other than gross misconduct) or reduction of hours of the covered employee's employment;
3. Divorce or legal separation of the covered employee from a spouse;
4. Entitlement of the covered employee for Medicare; or
5. Dependent ceases to be dependent child under the group health plan.

In such a case, each qualified beneficiary would have the right to elect to choose continuation coverage if the group health coverage would be lost. The employee, employee's spouse, or dependent children (where applicable) would each, as a qualified beneficiary, have the option to select continuation coverage for a period shown as follows:

#### **3.4.3.3.1 Reason for Termination under Group Period**

Voluntary termination of employee	18 months
Involuntary Termination	18 months
Involuntary Termination	18 months
Involuntary Termination	29 months
Disability of employee as determined under the Social Security Act	36 months
Death of employee	36 months
Divorce or legal separation	36 months
Employee becomes entitled to Medicare	36 months
Dependent child no longer qualifies as dependent under group health plan	36 months

#### **3.4.3.3.2 Special Rule for Multiple Qualifying Events**

If the employee elects continuation coverage following a termination of employment or reduction in hours and, during the 18-month period of continuation coverage, a second event (other than a bankruptcy proceeding) occurs that would have caused the employee to lose coverage under the plan (if the employee had not lost coverage already), the employee may be given the opportunity to extend the period of continuation coverage to a total of 36 months. If a beneficiary elected continuation coverage as the spouse, or dependent of a covered employee who experienced a termination of employment or reduction in hours and, during the continuation period, the employee or former employee became entitled to Medicare, the beneficiary may be

given the opportunity to extend coverage for 36 months from the date the covered employee becomes entitled to Medicare.

#### **3.4.3.3.3 *Special Rules for Retirees and Newly Acquired Dependents***

The retiree, spouse, or dependent of a retiree whose employer's group health plan is lost or substantially eliminated within one year before or after the employer's filing of a Title 11 Bankruptcy can elect to remain in the employer's group health plan until the retiree's death. After the retiree's death, the retiree's survivors can obtain up to an additional three years of continuation coverage.

Newly acquired dependents of qualified beneficiaries, such as children and spouses, are to be given the same opportunity to obtain coverage as for an employee with, and under the same conditions as, such dependent's coverage. The newly acquired dependent's coverage is not as a qualified beneficiary, and as such, their continuation coverage will end upon termination of the qualified beneficiary's continuation coverage.

The continuation coverage will not be conditioned on a physical examination or other evidence of insurability, and will be identical, with very few exceptions, to the coverage provided to similarly situated employees or family members. Please note that the beneficiary may be required to pay all or part of the premium for this continued coverage and an administrative fee. Under COBRA, the University must notify the Plan Administrator (except where the employer is the Plan Administrator) within 30 calendar days of an employee's death, termination of employment or reduction in work hours, Medicare entitlement, and bankruptcy proceedings. In these cases, the Plan Administrator must then notify the qualified beneficiary of the right to elect continuation coverage. This notice must be provided within 14 calendar days after the Plan Administrator receives notice that one of these events has occurred. However, with respect to multi-employer plans, to the extent the plan so provides, the University may have an extended period of time for notifying the Plan Administrator of one of the qualifying events, and the Plan Administrator also may have an extended period for providing notice to the qualified beneficiary.

In all other cases, the employee or family member has the responsibility to notify the Plan Administrator of a divorce, legal separation, a child losing dependent status, a disability as determined under the Social Security Act, or a newly acquired dependent under the group health plan. In these cases, the employee has 60 calendar days from the date that the employee would lose coverage because of one of the events described previously to notify the Plan Administrator of the Qualifying Event. In all cases, the beneficiary has 60 calendar days from the date of the notice from the Plan Administrator or from the date the beneficiary would lose coverage, whichever is later, to inform the Plan Administrator that the beneficiary wants continuation coverage. The election of continuation coverage is deemed to include an election for family members who will also lose coverage under the group health plan unless otherwise specified. The continuation coverage extends from the date of one of the events described previously to:

1. 18 months in the case of termination or reduced work hours, 29 months in the case of disability, or 36 months in all other cases described previously except retirees and newly acquired dependents. See "Special Rule for Retirees and Newly Acquired Dependents" above;
2. The date the University no longer provides any group health plan to its employees;
3. The premium for continuation coverage is not paid on time;
4. The person whose coverage is being continued becomes covered under another group health plan unless the other plan contains an exclusion or limitation with respect to a pre-existing condition;

5. The person whose coverage is being continued becomes entitled to Medicare benefits (unless the qualifying event is the employer's Title 11 Bankruptcy); or
6. The beneficiary is divorced from a covered employee, subsequently remarries and becomes covered under another group health plan, in which case the beneficiary can continue until the maximum allowed period of termination or upon being covered for pre-existing conditions, if the new plan excludes or limits benefits for the pre-existing condition coverage plan covers it, whichever occurs first.

To prevent a lapse in coverage, if the beneficiary selects continuation coverage, the beneficiary can pay any required premium within 45 calendar days after the election. If the University group health plan provides a conversion privilege to other beneficiaries, the University must also provide the beneficiary and family members with the opportunity to enroll under a conversion health plan during the 180-day period preceding the date that continuation coverage expires.

#### **3.4.3.3.4 Working Aged**

COBRA also affects the rights of employees and their spouses who are over 65 years of age. The University must offer employees and their spouses age 65 and over, "working aged", the same health insurance coverage that is offered to younger workers and their spouses.

#### **3.4.3.3.5 Administrative Information**

The University's Plan Administrator is the Director of Human Resources. A summary of the Plan may be obtained from the Human Resources Office.

#### **3.4.3.4 Life, Accidental Death and Dismemberment, Long- and Short-Term Disability Insurances**

All full-time regular employees are eligible to participate in the University's life, accidental death and dismemberment, long- and short-term disability insurance programs. Coverage under these programs is available for employees only; dependent coverage is not available. Coverage for eligible employees is effective on the first day of employment.

Under this program, employees are covered by a life insurance benefit. Additional coverage for the same amount is provided in the event of accidental death or dismemberment. Additionally, the University provides short- and long-term disability. Short-term disability is defined as 13 weeks or less and provides a weekly benefit equal to 60% of an employee's basic weekly earnings. Short-term disability claims for illness have a seven (7) day waiting period before benefits begin; there is no waiting period in cases of injury. Long-term disability is any disability with expected duration of longer than 13 weeks. Benefits may be paid through normal retirement age as defined by the Social Security Administration. Complete details on these programs may be obtained in the Human Resources Office.

The cost to provide these benefits currently is paid in full by the University. These benefits terminate on the last day of the month in which an employee separates from the University.

#### **3.4.3.5 Worker's Compensation Insurance**

Huston-Tillotson University provides a comprehensive workers' compensation insurance program at no cost to the employees of the University. This program provides for the payment of medical expenses resulting from an injury occurring while the employee is on the job that requires medical, surgical, or hospital treatment. No physical examination is required for eligibility. There are certain exclusions in coverage, such as self-inflicted injuries and off-the-job injuries. If an employee is injured on the job, the employee must notify the supervisor immediately, who will submit the required report forms to the Human Resources Office. All injuries on the job (even minor ones) must be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

When an employee is injured on the job, the University, through its Workers' Compensation Program, pays all authorized hospital, nursing, and physician's fees. This includes X-ray bills and charges for drugs and medicine required for treatment of the injury. Ambulance service, dental surgery, artificial limbs, and physical rehabilitation are also covered. If the employee has to pay for a doctor or hospital visit for service involving the injury, the employee should submit all receipts to the Director of Human Resources along with a written statement, signed by the employee, requesting reimbursement. Benefits may be paid for work time lost if the attending physician certifies that the employee is absent from work because of an on-the-job injury. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately. The employee may use sick leave and/or vacation time to remain on the University payroll during any required waiting period.

#### **3.4.3.6 Unemployment Insurance**

Employees of the University are covered by unemployment insurance, at no cost to the employee. In the event of termination of an employee, other than for voluntary resignation or discharge for cause, the former employee may apply for compensation benefits from the Texas Workforce Commission. All compensation is paid under state employment laws, which determine eligibility and amounts.

#### **3.4.3.7 Social Security and Medicare Programs (FICA)**

All full-time and part-time employees of the University, in all categories of employment, are required to participate in the Social Security and Medicare Program of the Federal Insurance Compensation Act (FICA). A percentage of the employee's salary, as prescribed by law, is withheld until the maximum required by law has been withheld in each calendar year. The University contributes an equal amount to the credit of the individual's account. Details of the program may be obtained at the local Social Security Office at 903 San Jacinto Blvd, Room 102, Austin, Texas.

#### **3.4.3.8 Employees Flexible Benefit (Cafeteria) Plan**

All employees are eligible to participate in the University's "Cafeteria Plan." The Employees Flexible Benefit (Cafeteria) Plan allows the employee to pay certain expenses, such as health related insurance premiums, and/or dental insurance premiums, with before-tax dollars, and thereby the employee may reduce the employee's tax rates. A copy of the plan may be obtained from the Director of Human Resources.

#### **3.4.3.9 Supplemental Insurance Coverage**

All non-temporary employees are eligible to participate in supplemental insurance policies offered by the University through the plan administrators. These policies currently include accident, critical illness, hospital indemnity, specific illness coverage, and additional life/AD&D (Accidental Death and Dismemberment) insurance. Information may be obtained in the Human Resources Office.

### **3.4.4 Additional Benefits**

#### **3.4.4.1 Employee Assistance Program (EAP)**

Huston-Tillotson University realizes there are many factors that contribute to an employee's well being and to promoting balance between work and home life. Therefore, the University has made available a resource to assist with these issues - the Employee Assistance program (EAP). Huston-Tillotson University has contracted with Alliance Work Partners (AWP), a professional service of Workers' Assistance Program, Inc., to provide confidential advice, counseling and referral services on a variety of issues for employees and their dependents.

The EAP is available to assist employees and their dependents who may be experiencing personal life problems, such as marital strife, legal or financial problems, stress, emotional problems, family problems, and drug- or alcohol- related problems. All services provided by AWP are free of charge and confidential and employees are encouraged to make use of these services as necessary.

Alliance Work Partners  
Call Toll Free 800-343-3822  
TDD 800-448-1823  
Teen Line 800-334-8336 (TEEN)  
E-mail: EAP@ALLIANCEWP.COM  
Web: WWW.ALLIANCEWP.COM

#### **3.4.4.2 Retirement Program**

All non-temporary full-time employees who have been employed at the University for six (6) months are eligible to participate in the University's retirement programs. Information on the plan may be obtained from the Human Resources Office.

To participate, the employee must contribute at least three percent (3%) of his/her salary and the University will contribute an amount equal to 5% or 7% of the employee's salary. An employee may contribute more than 3% of salary, subject to the limitations of the plan. The University will remit the employer share and the deducted employee share to the retirement fund manager monthly. Contributions are subject to the limitations imposed by regulations of the Internal Revenue Service.

#### **3.4.4.3 Tuition Waiver for Employees**

The Tuition Waiver for Employees is designed to give employees who do not have a Bachelor's degree an opportunity to pursue a degree at Huston-Tillotson University and/or provide an opportunity for personal enrichment and professional development.

Any administrative or general staff member of the University who has been employed full-time by the University for at least one year is eligible to enroll, tuition free, in up to 6 credit hours per semester [excluding the summer session], so long as the staff member remains a full-time employee of the University. The employee must: (1) have the approval of both the employee's supervisor and unit head; (2) meet all criteria for admission to Huston-Tillotson University; (3) enroll in courses which do not conflict with the employee's work schedule and/or responsibilities, [i.e., employees who work from 8:30 a.m. to 5:30 p.m. may only take classes during their lunch hour and/or after 5:30 p.m.; employees who work shifts may take classes when they are not working]; (4) enroll in a course(s) offered on a regularly scheduled basis for that particular semester; (5) pay all fees other than tuition (application, general, laboratory, late registration, etc.) associated with part-time student status and with the particular course(s); and (6) maintain satisfactory academic progress as required for receiving financial aid.

Any employee who enrolls for a full-time course load must meet all of the criteria above and, in addition, must pay the difference between the tuition for two (2) three-hour credit courses and all additional charges for the number of full-time hours taken. Employees who receive federal or state grants will have their tuition reduced proportionately. Also, an employee receiving a tuition waiver may not receive any other HT institutional funds.

The Director of Human Resources, in consultation with the Student Accounts and Collections Officer, will administer the Employee Tuition Waiver Program and resolve questions of entitlement.

#### **3.4.4.4 Spouse/Dependent(s) Tuition Remission**

Any full-time employee employed by the University for at least one (1) year is eligible to receive remission of tuition for a legal spouse or dependent children enrolled at Huston-Tillotson University

The term “dependent children” is defined as an unmarried natural child, adopted child, stepchild or legal ward who is 24 years of age or younger as of the first day of the semester for which the class is offered and who is claimed as a dependent by the employee for income tax purposes based on IRS guidelines. In the case of legal separation or divorce, a natural or adopted child or legal ward may participate in this program regardless of which parent declares the child as a dependent for income tax purposes.

Application for spouse/dependent tuition remission should be made to the Human Resources Office, following admission to the University. The spouse or dependent child must be admissible under the normal standards of the University; may enroll for a full-time or part-time program, or for a single class; and must maintain satisfactory academic progress as required for receiving financial aid. The Spouse/Dependent Tuition Remission program does not cover application fee, general fees, room, board, or other fees.

Eligibility for spouse/dependent remission is based on the following schedule:

- |                              |      |
|------------------------------|------|
| 1. After 1 year’s employment | 20%  |
| 2. After 2 year’s employment | 40%  |
| 3. After 3 year’s employment | 60%  |
| 4. After 4 year’s employment | 80%  |
| 5. After 5 year’s employment | 100% |

An employee’s spouse or dependent who receives federal or state grants will have their tuition remission reduced proportionately. An employee’s spouse or dependent receiving tuition remission may not receive any other HT institutional funds.

#### **3.4.4.5 Banking Institutions and Credit Unions**

The University maintains relationships with several banking institutions and credit unions. Information may be obtained in the Human Resources Office.

#### **3.4.4.6 Dining Facilities**

Employees of the University are given access to the dining room in the Union where meals may be purchased through a meal card or on a daily basis at a reasonable cost Monday through Friday. Information on meal cards may be obtained from the Business Office.

#### **3.4.4.7 Library**

The University makes available to all employees the privilege to use the complete services of the University library, without charge. These services include, but are not limited to, the borrowing of books in circulation. Also see Volume II, Campus Community Policies

#### **3.4.4.8 Admission to University Sponsored Events**

All full-time employees are encouraged to attend, and will be admitted free of charge to most University sponsored and campus events. Admission to athletic games may require payment of a modest fee and presentation of the employee’s University Identification Card. (See also Subsection 3.6.6 for Identification Card information.)



## **3.5 Compensation Policies**

Huston-Tillotson University is committed to providing fair pay to all employees in compensation for diligent, honest, hard work. Payroll is administered according to the policies listed below as well as the regulations of the Internal Revenue Service.

### **3.5.1 Pay Dates**

Hourly employees and non-exempt salaried employees are paid semi-monthly on the 15<sup>th</sup> and the 30<sup>th</sup> of each month. All other employees are paid monthly on the 30<sup>th</sup> of the month. Paychecks or notices of deposit are distributed to the mailboxes in the University post office on each payday. If a pay date falls on a Saturday or a Sunday, employees will be paid on the Friday prior to the payroll date.

### **3.5.2 Automatic Deposit**

All full- and part-time employees hired after June 30, 2001, must participate in automatic deposit. Full-time and part-time employees hired before June 30, 2001, are strongly encouraged to have Huston-Tillotson University deposit their pay into a checking or savings account with a bank, financial institution, or credit union of their choice.

An account must already be established at the financial institution prior to signing up for automatic deposit. Enrollment or change in account forms are available in Payroll and Human Resources. The enrollment form (Authorized Agreement for Automatic Deposit) must be accompanied by a voided check (for checking account deposit), a deposit slip (for savings account deposit), or a specification sheet from the financial institution and must be received no less than ten business days in advance of the date automatic deposit is to begin. Employees will be given a paper check until their automatic deposit begins. Participants will receive a notice of deposit and the regular pay stub with an explanation of pay and deductions each payday.

### **3.5.3 Salary and Salary Adjustment**

All salaries are determined at the time of appointment and are specified to the employee in writing. Salaries are reviewed periodically and may be adjusted by the President, based upon employee performance, changes in job responsibilities or employee status, revised budget authorization, or fiscal exigency. All questions regarding an employee's salary should be directed to the employee's supervisor or unit head.

### **3.5.4 Payroll Deductions**

The University provides a payroll deduction service that allows each employee to have deducted from the employee's paycheck(s) payments designated for the Cafeteria Plan, other employee benefits, UNCF, United Way, and court authorized agencies. Authorization forms may be obtained from and returned to the Payroll Office.

### **3.5.5 Garnishment of Wages**

Huston-Tillotson University is required by law to withhold portions of an employee's earnings to satisfy an outstanding debt when a court or other legally authorized agency requires such action. The University Payroll Office is responsible for administering payroll deductions as required by Notices to Withhold Income for Child Support, Tax Levies, and Writs of Garnishment. Although these documents should be served at the Payroll Office, they are sometimes initially directed to the employee's supervisor. Any departmental administrator who receives such a document shall immediately route it to the Payroll Office.

Federal and state laws place limitations on the amount of deduction that may be taken and determine the priority of claims to be withheld from an employee's earnings. Nothing in this

policy shall impose or limit requirements that may be otherwise imposed by law. The University may not discharge any employee because earnings have been subjected to wage withholdings.

A garnishment continues as long as the person is employed by the University, or until the debt plus interest is paid in full, or a Release of Writ is issued by the court. The University must discontinue the garnishment deduction if a Notice of Bankruptcy for the employee is received.

### **3.5.6 Supplemental Pay Policy**

Supplemental Pay is compensation by the University beyond the established monthly base salary of an academic faculty member. Supplemental pay is intended for University activity that requires effort, either in degree or nature, in addition to that defined under the individual's appointment. Normally this activity is short-term and does not become part of the individual's sustained responsibility. Summer appointments for individuals with academic year appointments, whether by salaries or other stipends, do not constitute supplemental pay.

It is the joint responsibility of the individual and the individual's immediate supervisor to ensure that the individual is fulfilling primary job responsibilities, and the activity leading to supplemental pay shall in no way detract from the performance of the individual's assigned responsibilities. All supplemental pay approval requests shall be initiated by the Department Chair and reviewed and signed by the Dean/Director, the Unit Vice President, the Budget Analyst, the Human Resources Director and the President before work/activity commences. **The President must approve the request before the activity commences.** The rate to be paid to an individual as supplemental pay for a given service will be negotiated between the individual and the Director or Department Chair receiving the service and will be subject to the approval of the individual's Department Chair, Dean or Director, Vice President, and the President.

Positions or duties that involve supplemental pay shall be treated as an appointment. Forms to request Supplemental Pay must be completed and approved prior to any agreement with, or commitment to, the faculty or staff member in question and should be submitted at the same time as regular faculty or staff appointments, unless funding is received after appointments have been made for the academic year. If funding is received during an academic year, after the regular appointment has been made, a revised appointment letter may be issued to reflect the inclusion of the supplemental pay.

Prior to engaging a Huston-Tillotson University faculty to perform services for which supplemental payment is requested from the University, each of the following approvals must be obtained on the Request for Supplemental Pay form:

1. A Program or Project Director, Department Chair, Dean or Director, Vice President or the President may request supplemental payment for a faculty;
2. Review and/or approvals must be obtained from the following:
  - a. The individual having budgetary responsibility for the account(s) to be charged;
  - b. Department chair or supervisor of the individual to whom the supplemental pay is to be made;
  - c. Dean of the unit if applicable;
  - d. Provost and Vice President for Academic Affairs
  - e. Budget Analyst;
  - f. Director of Human Resources; and
  - g. President.

3. A faculty member may be eligible for supplemental payment of up to 20% of his/her academic year salary. Additional justification must be made to the President to exceed this 20% limit. Approval of such justification must be received at least 45 days before proposed work is to begin;
4. Staff supplemental pay is compensation paid by the University beyond the established base salary of a salaried staff employee. Staff supplemental pay is granted on an exceptional basis and only with the prior approval from the President. Requests for staff supplemental pay must be submitted directly to the President by the employee's supervisor and/or Dean.

## **3.6 Additional Employment Policies**

### **3.6.1 Conflicts of Interest Policy**

#### **3.6.1.1 Purpose**

The purpose of the Conflicts of Interest policy is to ensure that the deliberations and decisions of Huston-Tillotson University are made in the interests of the University as a whole, and to protect the interests of the University when it is contemplating entering into a transaction, contract, or arrangement that might benefit the private interest of a Trustee, Officer or Employee of the University. A Trustee, Officer or Employee may not use his/her position with respect to the University or confidential information he/she has obtained relating to the University, in order to achieve personal financial benefit or to benefit a third party, including another nonprofit or charitable organization. This policy is intended to supplement but not replace any federal or state laws governing conflicts of interest applicable to Huston-Tillotson University.

#### **3.6.1.2 Definitions**

**"Compensation"** includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

**"Family"** shall include significant other, child, parent, grandparent, grandchild, great grandchild, brother, sister, son or daughter in-law, mother or father in-law, or brother or sister in-law.

A person has a **"material financial interest"** if the person has, directly or indirectly, through business, investment or family:

1. An existing or potential ownership or investment interest in any entity with which the University has a transaction, contract, or other arrangement; or
2. A compensation arrangement with the University or with any entity or individual with which the University has a transaction, contract, or other arrangement; or
3. An existing or potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the University is negotiating a transaction, contract, or other arrangement; or
4. An existing or potential ownership or investment interest in, or compensation arrangement with, any entity whose business or operation has been or will be directly affected by a decision or action of the University.

**"Interested Trustee"** shall mean any Trustee of the University who has a material financial interest, as defined above, or who serves as a Director or Officer of any entity with which the University has a transaction, contract, or other arrangement.

**"Interested Officer"** shall mean any Officer who has a material financial interest, as defined above, or who serves as a Trustee or Officer of any entity with which the University has a transaction, contract, or other arrangement. For purposes of this policy, the President of the University shall be treated as an Officer.

**“Employee”** shall mean any person currently being compensated by the University for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor, or otherwise.

**“Interested person”** shall mean any person whose family member, as defined above, is a trustee, officer or employee of the University or has been a trustee, officer or employee within the previous 12 months, whether as a full- or part-time employee, independent contractor, or otherwise.

### **3.6.1.3 Duty to Disclose**

Huston-Tillotson University must have complete information regarding actual or potential conflicts of interest (including financial interest) at all times. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if: (a) the Board of Trustees or an appropriate committee of the Board of Trustees, or (b) the President of the University or the University’s legal advisors, as appropriate, determines in accordance with the provisions described below that a conflict of interest exists.

Accordingly, the University requires each Interested Trustee, Interested Officer, or Employee to disclose any interest in, obligation or duty to, or activity for any concern in which a trustee, officer, or employee, or such person’s family member is or may be involved (a) that might create an actual or potential conflict of interest or (b) that might have the appearance of adversely affecting the person’s judgment or actions in performing his/her duties.

In connection with any actual or possible conflicts of interest, an Interested Trustee, Interested Officer, Employee, or Interested Person must disclose the existence and nature of his/her material financial interest prior to the consideration of the proposed transaction, contract, or arrangement by the University

### **3.6.1.4 Duty to Abstain**

No Interested Trustee shall vote on any matter in which he/she has a material and direct financial interest that will be affected by the outcome of the vote.

In the event of such an abstention, the abstaining Trustee shall state the reason for the abstention, which shall be noted in the minutes of the Board of Trustees.

### **3.6.1.5 Disclosure by Trustees and Officers**

Each year, Trustees and Officers shall promptly submit a statement to the University setting forth all business and other affiliations which relate in any way to the business and other affiliations of the University.

With respect to any particular matter then pending before the University, each Trustee and Officer shall disclose any matter that could reasonably be considered to make the Trustee or Officer an “Interested Trustee” or “Interested Officer,” as defined above.

With respect to any particular matter then pending before the University, each Trustee and Officer shall disclose any relationship or other factor that could reasonably be considered to cause the Trustee or Officer to be considered to be an “Interested Person,” as defined above.

For purposes of this section, Officers of the University need not disclose compensation and other benefits paid to the Officer by the University pursuant to Board resolution.

### **3.6.1.6 Disclosure by Employees**

Upon employment or while employed with the University, Employees shall promptly submit a statement to the University setting forth all business and other affiliations which relate in any way to the business and other affiliations of the University. (see Appendix this volume for form)

With respect to any particular matter then pending before the University, Employees shall disclose any matter that could reasonably be considered a material financial interest, as defined above, or service as a trustee, officer, or employee of any entity with which the University has a transaction, contract, or other arrangement.

#### **3.6.1.7 Disclosure by Supporting Organization**

Members of, or participants in, Supporting Organizations (i.e., alumni organizations) must disclose conflicts of interest or other financial interests in matters within the scope of the Supporting Organization in the manner required by the Bylaws of the Supporting Organization.

#### **3.6.1.8 Determining Whether a Conflict of Interest Exists**

A conflict of interest exists if an Interested Trustee, Interested Officer, Employee, or Interested Person has a material financial interest in any proposed transaction, contract, or arrangement which the University is considering. Other factors to be considered when evaluating a potential conflict of interest include:

1. The size of the transaction relative to the expenses of the University;
2. Whether the transaction is one-time or on-going;
3. Whether the University can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest; and
4. Whether a transaction with an Interested Person, although small in size, when combined with other related transactions over the past year, could constitute a significant transaction.

#### **3.6.1.9 Procedures for Addressing Conflicts of Interest**

**Trustees, Officers, and related Interested Persons:** If a more advantageous transaction, contract, or other arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board shall determine by a majority vote of the disinterested Trustees whether the transaction, contract, or arrangement is in the University's best interest and for its own benefit and whether it is fair and reasonable to the University, and shall make its decision as to whether to enter into the transaction, contract, or arrangement in conformity with such determination.

**Employees and related Interested Persons:** If a more advantageous transaction, contract, or other arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the President of the University shall determine whether the transaction, contract, or arrangement is in the University's best interest and for its own benefit and whether it is fair and reasonable to the University, and shall make the decision as to whether to enter into the transaction, contract, or arrangement in conformity with such determination.

#### **3.6.1.10 Violations of the Conflicts of Interest Policy**

If there is reasonable cause to believe that a Trustee, Officer, or Employee has failed to disclose an actual or possible conflict of interest, he/she shall be informed of the basis for such belief and shall be afforded an opportunity to explain the alleged failure to disclose.

If, after hearing the response of the Trustee, Officer, or Employee and making such further investigation as may be warranted in the circumstances, the Board of Trustees or the President of the University (in the case of an employee of the University) determines that there has in fact been a failure to disclose an actual or possible conflict of interest, appropriate disciplinary and corrective action shall be taken.

The violation of this Conflicts of Interest Policy is a serious matter and may constitute “cause” for removal or termination of a Trustee, Officer, or Employee, or the termination of any contractual relationship the University may have with an Interested Person.

#### **3.6.1.11 Records of Proceedings**

**Trustees, Officers, and related Interested Persons:** the minutes of the Board or other Committees of the Board shall contain:

1. The name of the Trustee, Officer, or Interested Person who disclosed or otherwise was found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board’s or committee’s decision as to whether a conflict of interest in fact existed; and
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement; the content of the discussion, including any alternatives to the proposed transaction or arrangement; and a record of any votes taken in connection therewith.

**Employees and related Interested Persons:** the records of the University shall contain:

1. The name of the Employee or Interested Person who disclosed or otherwise was found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision of the President, in consultation with the Vice President for Administration and Finance and/or the Provost and Vice President for Academic and Student Affairs, and the Director of Human Resources, as to whether a conflict of interest in fact existed; and
2. The names of the persons who were present for discussions relating to the transaction or arrangement; the content of the discussion, including any alternatives to the proposed transaction or arrangement; and a record of any actions taken in connection therewith.

#### **3.6.1.12 Compensation Committees**

A member of any Committee of the Board the jurisdiction of which includes compensation matters and who receives compensation from the University for services is precluded from voting on matters pertaining to that member’s compensation.

#### **3.6.1.13 Annual Statements**

Each Trustee and Officer shall annually sign a statement which affirms that such person:

1. Has received a copy of the conflicts of interest policy;
2. Has read and understands the policy;
3. Has agreed to comply with the policy;
4. Understands that the University is a not-for-profit organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes; and
5. Understands that failure to disclose potential conflicts of interest may be grounds for removal from position as Officer or from the Board of Trustees of Huston-Tillotson University.

Each employee shall, upon employment, sign a statement which affirms that such person:

1. Has received a copy of the conflicts of interest policy;

2. Has read and understands the policy;
3. Has agreed to comply with the policy;
4. Understands that the University is a not-for-profit organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes; and
5. Understands that failure to disclose potential conflicts of interest may be grounds for termination of employment with Huston-Tillotson University.

### **3.6.2 Sexual Misconduct Policy**

Sexual misconduct is unacceptable and will not be tolerated at Huston-Tillotson University or institution sponsored events. Accordingly, Huston-Tillotson University urges an individual to make a formal report if that individual is the victim of sexual misconduct, has knowledge of another person being the victim of sexual misconduct or believes in good faith that he/she has witnessed a possible warning sign of sexual misconduct. A report of sexual misconduct will be dealt with promptly. Confidentiality will be maintained to the greatest extent possible.

All members of the Huston-Tillotson University community, including but not limited to students, faculty (including adjunct faculty), staff, volunteers and independent contractors are subject to this policy.

Violators will be subject to disciplinary action that may include termination, expulsion, suspension, removal from campus, cancellation of contract, other appropriate institutional sanctions or any other means necessary to address the behavior. Prosecution by civil and/or criminal authorities may also occur.

#### **3.6.2.1 Definition**

“**Sexual Misconduct**” shall mean the threat or the commission of behavior used to obtain sexual gratification against another’s will or at the expense of another such as inducing fear, shame or mental suffering. Sexual misconduct includes unwanted sexual acts or actions, whether by an acquaintance, a person in the position of authority, or a stranger that occurs without indication of consent of both individuals or under threat or coercion. Sexual misconduct can occur either forcibly and/or against a person’s will, or when a person is incapable of giving consent. Silence does not in and of itself constitute consent. The victim of sexual misconduct may be anyone, including but not limited to, adults, adolescents, minors, the developmentally disabled and vulnerable individuals regardless of age.

Sexual misconduct may include, but is not limited to, rape, forcible sodomy, forcible oral copulation, sexual assault with an object, sexual battery, forcible fondling and threat of sexual assault.

This policy does not address acts of sexual harassment which is also considered sexual misconduct, but is dealt with in a separate policy.

#### **3.6.2.2 Confidentiality of Information**

Huston-Tillotson University will make every effort reasonably possible to preserve the privacy of an individual who makes a report under this policy and to protect the confidentiality of the information reported. The degree to which confidentiality can be protected, however, depends upon the institution’s legal duty to respond to the information reported and the professional role of the person being consulted.

### **3.6.2.3 Education and Prevention**

#### **3.6.2.3.1 Student Educational Programs**

Huston-Tillotson University provides resources for education about and prevention of sexual misconduct. Members of the campus community are urged to take advantage of the following on-campus prevention and educational resources:

1. New student orientation
2. Programming throughout the year geared toward prevention
3. Personal counseling in the University Center for Counseling and Consultation.

#### **3.6.2.3.2 Employee Training**

Sexual misconduct often takes place when there is a power imbalance. A sound sexual misconduct prevention training program prioritizes awareness directly tied to prevention, along with strategies for a proactive response once a warning sign emerges.

Sexual misconduct prevention training is required for members of the Huston-Tillotson University campus community according to the following schedule:

1. New faculty and staff, within six months of hire;
2. All faculty, staff and volunteers who come in contact with protected persons – biennially;
3. Key students, camp counselors and program leaders prior to performing the duties or participating in the qualifying activity;
4. Additional training is provided for Student Affairs staff including Resident and Peer Advisors.

### **3.6.2.4 Options Following an Act of Sexual Misconduct**

A member of the Huston-Tillotson University community who is the victim of sexual misconduct, has knowledge of another person being the victim of sexual misconduct or believes in good faith that he/she has witnessed a possible warning sign of sexual misconduct as defined by this policy, is urged to make a formal report to the police and the appropriate campus administrator as referenced in section V part B.

Whether or not the individual makes a formal report, all victims of sexual misconduct are urged to seek appropriate help, which may include a medical evaluation and obtaining information, support and counseling, either on or off campus. Victims should use the resources listed in this policy to assist them in accessing the full range of available services.

#### **3.6.2.4.1 Medical Treatment**

A person who is the victim of sexual misconduct is urged to seek appropriate medical evaluation as promptly as possible.

- For life-threatening conditions, call 911.

Individuals may be treated at various medical facilities across the city. Below is the name of a conveniently located hospital.

University Medical Center Brackenridge  
601 East 15th Street  
Austin, TX 78701  
Phone: 512.324.7000



#### **3.6.2.4.2 Medical-Legal Evidence Collection**

A person who believes he/she is the victim of sexual misconduct (particularly rape, forcible oral copulation or sodomy) is encouraged to request collection of medical-legal evidence. Collection of evidence entails interaction with police and a police report. Prompt collection of physical evidence is essential should a person later decide to pursue criminal prosecution and/or a civil action.

#### **3.6.2.4.3 Obtaining Information, Support and Counseling**

Whether or not one makes a formal report, a person who is the victim of sexual misconduct is encouraged to obtain information, counseling and support. Counselors at a variety of agencies, both on and off campus, can help a person decide what steps to take, such as seeking medical attention, preserving evidence, obtaining counseling, or filing a report with authorities.

Information, support and advice are available for anyone who wishes to discuss issues related to sexual misconduct, whether or not an act of sexual misconduct has actually occurred, and whether or not the person seeking information has been assaulted, accused of an act of sexual misconduct or is a third-party.

The degree to which confidentiality can be protected depends upon whether Huston-Tillotson University has a legal duty to respond to the allegations and the professional role of the person consulted. The scope of confidentiality should be addressed by that professional person before specific facts are disclosed.

Faculty & Staff: Employee Assistance Plan (EAP) 1.800.343.3822

Students: Huston-Tillotson University Counseling and Consultation Center 512.505.3046

Community Resources: Austin Police Department Victim Services 512.974.5000  
[www.ci.austin.tx.us/police/victim.htm](http://www.ci.austin.tx.us/police/victim.htm)

SAFEPLACE-Ending Sexual and Domestic Violence  
512.267.7233  
[www.safeplace.org](http://www.safeplace.org)

National Sexual Violence Resource Center (NSVRC)  
877.739.3895 Toll Free  
[www.nsvrc.org](http://www.nsvrc.org)

Rape, Abuse & Incest National Network (RAINN) 800.656.HOPE  
[www.rainn.org](http://www.rainn.org)

#### **3.6.2.4.4 Formally Reporting an Act of Sexual Misconduct**

Huston-Tillotson University has policies and procedures in place for the confidential reporting by faculty, staff and students of ethics related issues such as sexual misconduct. A person who is the victim of sexual misconduct, has knowledge of another person being the victim of sexual misconduct or believes in good faith that he/she has witnessed a possible warning sign of sexual misconduct is urged to make a formal report to:

1. The designated campus administrator; and
2. Local law enforcement authorities.
3. Huston-Tillotson University Campus Safety 512.505.3010

Whether or not a witness or victim elects to report an act of sexual misconduct or the warning signs of sexual misconduct to the police, he or she should make a formal report directly to:

Faculty/Staff: Human Resources Director  
900 Chicon St., Austin, TX 78702  
512.505.3015

Students: Dean of Student Affairs  
900 Chicon St., Austin, TX 78702  
512.505.3036

Or

Faculty/Staff/ Students Title IX Coordinator  
900 Chicon Street, Austin, TX 78702  
512.505.3041

Another means of confidential reporting that is available to faculty and staff of Huston-Tillotson University is the **Campus Conduct Hotline**. It is a confidential, independent call-in service that provides a simple, anonymous way for employees to alert the institution's administration of problems that are occurring within the campus community. Employees are encouraged to call the Campus Conduct Hotline if they experience or observe any of the following: Sexual Harassment/Misconduct, Discrimination, Fraud or Crime, Code of Conduct Violations, Workplace Hostility, Unethical Practices, Fraudulent Financial or Business Practices, Safety or Facility Risk Issues, Security and Internet Policy Abuses, etc. Any complaint along with the University's response is distributed to the Chairman of the Board of Trustees.

### **3.6.2.5 Policy Enforcement**

#### **3.6.2.5.1 Disciplinary Action**

All reported alleged incidents of sexual misconduct will be reviewed and investigated. If the evidence supports the allegation, the appropriate Huston-Tillotson University judicial procedures as described in the applicable handbook for students, faculty and staff will be initiated. Possible sanctions may include, but are not limited to, expulsion, suspension, removal from campus, cancellation of contract and/or termination. Other members of Huston-Tillotson University's community who are not subject to an explicit judicial procedure, upon a finding of a violation, shall be subject to adverse actions such as removal from campus, cancellation of appointment/contract or any other means necessary to address the behavior.

#### **3.6.2.5.2 Non-Retaliation**

Huston-Tillotson University prohibits retaliation of any kind against any individual who in good faith reports or cooperates with an investigation into an incident of harassment or discrimination. Initiating a complaint of harassment or discrimination will not affect a complainant's employment, compensation or work assignments or, in the case of students, grades, class selection, or any other matter pertaining to student status.

Distinguishing between harassing or discriminatory conduct and conduct that is purely personal or social without a harassing or discriminatory work or educational effect requires a determination based on all of the facts pertaining to the situation. False accusations of harassment or discrimination can seriously injure innocent people. Initiating a false harassment or discrimination complaint or initiating a harassment or discrimination complaint in bad faith may result in disciplinary action. A finding for the accused does not constitute a finding the complaint was in bad faith.

Retaliatory actions include, but are not limited to, threats or actual violence against the person or their property, adverse educational or employment consequences, ridicule, intimidation,

bullying, or ostracism. HT will impose sanctions on any faculty, staff, or student found to be engaging in retaliation.

### **3.6.2.6 Improper Conduct During an Investigation**

Any member of the Huston-Tillotson University community who provides knowingly false information or who refuses to cooperate in an investigation related to this policy will be subject to disciplinary action, up to and including expulsion, suspension, termination, removal from campus, cancellation of appointment/contract or any other means necessary to address the behavior.

### **3.6.2.7 Institutional Responses**

#### **3.6.2.7.1 Public Information**

All requests from the media, the campus community at large or the general public, for information concerning an alleged incident of sexual misconduct should be directed to The Director of Communications and Marketing, 512.505.3006. Employees of Huston-Tillotson University are not authorized to respond to any media inquiries. Failure to comply with this requirement may be subject to possible sanctions including, but are not limited to, expulsion, suspension, removal from campus, cancellation of appointment/contract and/or termination.

### **3.6.3 Confidentiality**

Many employees handle a variety of proprietary and private information concerning colleagues, students, alumni, donors, and others associated with the University, as well as confidential information regarding University business. This material may include (but is not limited to) payroll figures, personal data such as employee home addresses, donor files or student records, University financial information, trade secrets, customer lists or business strategies.

It is the responsibility of all University employees to respect the highest level of privacy for their colleagues and other members of the University community. Disclosure and discussion of confidential information obtained from University records, both during and after employment with the University, is impermissible unless such disclosure is a normal requirement of an employee's position and has been so authorized.

Violations of these guidelines must be reported to the violator's supervisor immediately. Violations of this policy may be cause for immediate dismissal or other appropriate personnel action, even if the employee does not actually benefit from the disclosed information.

### **3.6.4 Employment of Immediate Family Members**

The policy of the University is not to employ persons in the same immediate family in a department where there would be a supervisory relationship between them.

Immediate family for these purposes is defined as husband, wife, father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, brother, sister, grandfather, grandmother, grandson, and granddaughter.

In no case will an employee serve as supervisor to or under the supervision of a relative as defined herein, unless approved by the President.

### **3.6.5 Visitors in the Workplace**

To provide for the safety and security of employees and the facilities at the University, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. Vehicles of visitors to the campus are subject to search by Campus Safety Officers for weapons, alcohol, or illegal drugs since these items are prohibited on campus.

If an unauthorized individual is observed on University premises, employees should immediately notify their supervisor or security. Any suspicious behavior should be reported immediately to security.

### **3.6.6 Security Inspections**

The University community is encouraged to be attentive to security needs. Offices shall be locked upon leaving at the end of the workday. Damage, theft or other infringement upon students, personnel and facilities shall be reported to Campus Safety, which is responsible for protecting the physical assets of the University, including buildings, furniture and equipment. Huston-Tillotson University Campus Safety checks all University buildings after hours and an officer is on duty 24 hours a day. Theft of property shall be reported directly to Campus Safety; however, personal property is the sole responsibility of the owner. Although the University strives to maintain a secure environment, the University is not responsible for loss of or damage to personal property.

The University reserves the right to access office areas and furnishings if there is reason to suspect that some criminal activity is in process or occupants of the office are, or have been involved in, a violation of University policy. The unit Vice President, his/her designee, or the Human Resources Director and a certified officer from the Department of Campus Safety must perform office searches.

When feasible, the office occupant's permission will be requested before a search is conducted. If the occupant refuses to permit a search, civil authorities may be notified and a warrant obtained. If circumstances so warrant (e.g., where the officer or University official has a reasonable belief that there is imminent danger to life or person, or where there is a reasonable belief that criminal activity is occurring and delay in entering a premises will result in the destruction of the evidence of suspected criminal activity), a search warrant is not necessary.

This policy statement applies to all vehicles, lockers, office space used by employees and/or other personal property housed or physically located on property owned, leased, rented or otherwise occupied by Huston-Tillotson University.

#### **3.6.6.1 Keys**

Door keys for areas other than one's office will be issued to employees, with vice president, dean or supervisory approval, on a "need access" basis. Keys are issued by Facilities Management and are the responsibility of the holder. Upon termination of employment, all keys must be returned to Facilities Management as part of the clearance process.

### **3.6.7 Identification Cards**

All full-time employees of the University are required to have and are asked to carry in their possession a valid employee identification card. There will be a fee for replacement of cards that are lost or destroyed. The identification photograph of the employee will be taken during the new hire orientation period.

### **3.6.8 Outside Employment**

Employees may accept part-time employment outside the University only if that employment does not interfere with the employee's regular duties or University functions, is scheduled outside of regular working hours, and does not create a conflict of interest as defined in

Subsection 3.6.1. Full-time employees of the University may not accept concurrent full-time employment elsewhere.

Outside employment is defined as working for another employer or one's self for compensation. Outside work must not be done on University time or premises, or with the University's services, supplies or equipment. The University also requires that employees not reveal confidential information pertaining to the University or its operations. To avoid potential conflicts of interest, employees must notify their supervisor of outside employment.

### **3.6.9 Employee Suggestions**

The Administration welcomes suggestions from employees regarding ways and means to advance the University's Mission, to enhance the delivery of services, and to improve the quality of campus community life. All suggestions submitted will be reviewed and given full consideration by the respective unit head(s), and a periodic report on employee suggestions and their disposition will be reviewed by the President.

### **3.6.10 Personal Appearance**

Huston-Tillotson University is a professional organization and employees should wear appropriate attire according to their normal conduct of business and which presents a positive and professional appearance. Dress and appearance should not be a distraction and should be within acceptable standards of health, safety, and public contact as set by the supervisor. Some divisions or areas have dress and appearance standards consistent with their functions. Supervisors will inform employees about the specific requirements, if any, for their division. Employees should refrain from wearing clothing that may be offensive to others in the workplace.

### **3.6.11 Telephone and Fax Machine Policy**

The University's telephone system is to be used primarily for official University business. Limited use of the University's telephone system for local personal calls is allowed, so long as it does not interfere with University operations or the discharge of the employee's duties. Personal long distance calls may not be charged to the University at any time. Facsimile machines are intended primarily to be used for official University business only.

### **3.6.12 Anti-Fraud Initiative – Campus Conduct Hotline**

As part of the University's continuing effort to promote "zero tolerance" of unethical conduct in the workplace, the **Campus Conduct Hotline**® was designed to minimize any apprehension faculty or staff may have and to provide an opportunity to report concerns about possible violations of the Institution's code of ethics and/or policies. The **Campus Conduct Hotline**® system is available for use around the clock, seven days a week. Because the **Hotline** is operated by an independent organization, any calls made through this **Hotline** are completely confidential and anonymous.

## **3.7 Work Related Travel Policy**

All work-related travel by employees must be approved in advance by the supervisor and the unit head. The approval process includes the completion of a Request for Travel Form. Such travel must have a direct relationship to the responsibilities of the employee submitting the request. All levels of approval, requests for travel advance, and reservations shall be submitted at least one month prior to the date of scheduled departure. In cases where personal funds are to be used for a trip, or funds are authorized in a grant or special project administered by an employee, written prior approval of the trip by the supervisor and unit head is required. Failure to obtain this approval constitutes a violation of the purchasing policy.

The University will reimburse or pay for the following travel related expenses: round-trip transportation (air or ground), ground transportation while on location, lodging, meals, tips, parking, registration fees, and other approved expenses. Employees must use only travel agencies approved by the President's Office (check with the President's administrative assistant) to book airline tickets, and no tickets will be ordered prior to receiving an approved purchase order from the Business Office. Receipts for ground transportation will be obtained and submitted on the Travel Expense Voucher.

All receipts for meals and lodgings must be submitted with the Travel Expense Voucher in order to obtain full reimbursement. If lodging was prepaid, please indicate this on the voucher. In the absence of meal receipts, an employee will be reimbursed the maximum allowed by the Internal Revenue Service for the place of travel to cover the cost of meal and tips. Check with The Business Office prior to traveling to determine the allowable rate for the location of travel.

The rate of reimbursement for personal automobile use on approved work-related travel is the official IRS rate per mile. Incidental expenses, such as tips, must be explained, be reasonable, and receipts must be provided. The University, normally, will not reimburse or pay for personal telephone calls (local or long distance), or any other personal items or indebtedness incurred while an employee is on work-related travel.

A travel advance may be requested on a requisition form from the Business Office for all approved work-related travel. Travel advances shall be limited to 80% of expenses beyond hotel, airfare and meeting registration fees when appropriate. The balance of actual expenses (up to 20% of the approved amount) shall be provided to the traveler upon presentation of all receipts for the trip taken. Hotel payments will be issued via check directly from the University to the vendor. Similarly, airline booking and payments will be made directly by the University with the vendor. Employees must file a separate Travel Expense Voucher for each travel advance received.

Upon completion of travel, an employee must submit a Travel Expense Voucher. This report, which details all the expenses of the trip as well as any travel advance received, ***must be turned in within five working days after completion of travel***. Any unexpended advance funds must be submitted to the Business Office immediately upon return from all trips for which a travel advance was received or reimbursement for expenses is requested. A subsequent travel advance will not be issued to any employee with an outstanding travel advance, and the Business Office may hold any other reimbursements until all Travel Expense Vouchers are submitted. Failure to file this report promptly may delay any future trips as no further travel allowances will be allowed until all expense reports have been filed.

### **3.8 Purchasing Policy**

Requests for the University's purchase of or contract for supplies, services, and/or equipment must be submitted on the University requisition forms, with a complete description of goods or services desired and a suggested vendor. The Director of Information Technology must approve all purchases of computer hardware and/or software in advance. All requisitions must be approved by the department head or supervisor and by the unit head. All purchases of individual items of goods or services in excess of \$5,000 (\$10,000 for construction services) require three (3) competitive bids, which must be reviewed by the unit head prior to approval of the recommended vendor.

No employee may order goods or services for his/her office or for the University, or commit the University, in any way, without appropriate prior approval on the appropriate forms.

Payment for unauthorized goods and/or services will become the personal liability and responsibility of any employee who violates the purchasing policy. Additionally, any employee

will be subject to severe disciplinary action or dismissal for violating the purchasing policy. (See detailed Business Office Policies and Procedures in Volume VIII).

**Appendix**

**For Employees**

According to the Conflicts of Interest Policy of Huston-Tillotson University, I declare that I (1) have received a copy of the policy, (2) have read and understand the policy, (3) have agreed to comply with the policy, and (4) understand that the University is a not-for-profit organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes. I declare that I and my family members:

\_\_\_\_\_ **do not** have any affiliations, interests or situations that constitute a conflict of interest.

\_\_\_\_\_ **do** have any affiliations, interests or situations that, when considered in conjunction with my position or relationship with Huston-Tillotson University, might possibly constitute a conflict of interest. (Please specify in the space below.)

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I agree to report to Huston-Tillotson University any situation that may develop during my employment which might possibly constitute a conflict of interest. I understand that failure to disclose potential conflicts of interest may be grounds for termination of my employment with Huston-Tillotson University.

Signed: \_\_\_\_\_

Name/Title (printed): \_\_\_\_\_

Date: \_\_\_\_\_