



Southeastern Oklahoma
State University

ADMINISTRATIVE, EXEMPT AND NON-EXEMPT STAFF

EMPLOYEE HANDBOOK

Current Edition Online:

www.se.edu, Faculty & Staff, University Policies and Procedures

and

[Human Resources website](#)



The Southeastern Oklahoma State University (SE) Employee Handbook contains information about employment, benefits, services, etc., at Southeastern Oklahoma State University. Please refer to the Handbook whenever you have a question concerning employment at Southeastern Oklahoma State University, and feel free to contact your supervisor or Human Resources if further assistance is needed.

The SE Employee Handbook does not create a contract of employment. None of the benefits or policies in this Handbook are intended by reason of their distribution to confer any rights or privileges upon you, or to entitle you to be or remain employed by Southeastern Oklahoma State University. The contents of this Handbook are presented as a matter of information only.

Although the administrative representatives of Southeastern Oklahoma State University support the plans, policies, and procedures prescribed herein, they are not conditions of employment. In this regard, the provisions of the Handbook are subject to change at any time by the University, without notice. Any portion of this Handbook which is determined to be invalid is severable from the other policies and statements in the Handbook and does not invalidate the entire Handbook.

By signing this form, I acknowledge my duty to read the SE Employee Handbook, I understand the SE Employee Handbook is provided on the Human Resources web page, and that I may request a hard copy. In addition, I have also read and understand the statements above relative to the contents of the Handbook.

Received by

Date



Dear Staff Member:

Human Resources of Southeastern Oklahoma State University has recently updated the Employee Handbook. Its purpose is to set forth the policies and procedures which serve as guidelines for good employment practices.

Our intent in communicating consistent and effective policies and procedures is to assist employees in accomplishing objectives which are in the best interest of the University. Additionally, it is our desire that the Employee Handbook will serve as a useful reference for you in achieving your professional goals.

You are encouraged to become familiar with the provisions of the Handbook so that you may understand the policies and the practices of the University, as well as the benefits and opportunities which are available to you while employed at Southeastern Oklahoma State University.

Please feel free to contact Human Resources with any suggestions you may have to improve these policies and procedures.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas W. Newsom', is positioned above the printed name.

Thomas W. Newsom
President

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PREFACE

The Employee Handbook serves as a reference for employees. This Handbook is intended for informational purposes only and does not constitute an employment contract. It contains information about employment conditions, opportunities, policies, and procedures. It is to be used as a working guide throughout your employment at Southeastern Oklahoma State University.

The Director of Human Resources is designated by the Vice President for Business Affairs to provide administrative interpretation of these policies, and to act in an advisory capacity to the President and Vice President for Business Affairs in matters of personnel policy. In the event of disagreement or misunderstanding of any item presented in the Handbook, the official interpretation rests with the Director of Human Resources, or legal counsel.

It is the responsibility of each department chair or supervisor, faculty or non-faculty, to enforce all provisions of these policies with respect to non-faculty employees under their supervision. This Handbook will assist supervisors in providing an equitable environment for employees. It will also help to ensure uniformity of personnel policy interpretation and application throughout the University.

Southeastern Oklahoma State University retains the right to change any of the provisions in the Handbook at any time. When revisions are warranted, this document will be updated and will be made available online at www.se.edu and notification distributed via email to all employees. Any portion of this Handbook which is determined to be invalid is severable from other policies and statements in the Handbook and does not invalidate the entire Handbook.

Should a conflict arise between the provisions of the Handbook and the provisions, laws or regulations of the federal or state government or the governing or coordinating boards of regents for the University academic policies, the latter shall take precedence.

After reading this Handbook, should you have any questions, please do not hesitate to discuss them with your supervisor or to call Human Resources.

This edition of the Employee Handbook supersedes any previously written handbooks or policies.

HISTORICAL INFORMATION

Southeastern Oklahoma State University was established as Southeastern Normal School on March 6, 1909, by the State Legislature of Oklahoma. Initially, \$25,000 from the public building fund of the state was appropriated to erect a suitable building; however, later that month the State Legislature increased the appropriation by \$75,000 with the stipulation that the city of Durant would provide twenty acres of land.

Dr. J.L. Schuler conveyed title of his peach orchard to the State Normal Board of Regents by warranty deed dated May 15, 1909, and Southeastern Oklahoma State University first opened its doors to students on June 14, 1909, as Southeastern Normal School. The early program of instruction consisted of four years of high school and the freshman and sophomore college years. The first sessions of the school were held in temporary quarters pending the completion in January, 1911, of the first building which was later named Morrison Hall (in memory of Dr. W.B. Morrison).

To help alleviate the shortage of qualified teachers for the public schools of Oklahoma, Southeastern was established for the purpose of training two-year graduates, who would be eligible for life teaching certificates. In 1919, the institution became a four-year college and was renamed Southeastern State Teachers College. In 1921, the first degrees were awarded to a class of three at the spring commencement. The primary function remained that of teacher education, and the degrees of Bachelor of Arts in Education and Bachelor of Science in Education were authorized. In 1939, the College was renamed Southeastern State College and its mission was expanded with courses leading to the Bachelor of Arts and the Bachelor of Science degrees. Again in 1954, the curriculum offering increased to include a graduate program leading to the Master of Teaching degree (changed to Master of Education, 1969).

On May 27, 1968, the Oklahoma State Regents for Higher Education designated Southeastern as an Area Community College. In addition to maintaining high standards of excellence in its current mission, the College extended the curriculum to even broader boundaries by providing post-secondary educational opportunities in the areas of business, technology, aviation, and conservation. On June 1, 1972, the University submitted to the Oklahoma State Regents for Higher Education its "Plan for the Seventies," which was subsequently approved on March 29, 1973. The Master of Education degree was changed to the Master of Behavioral Studies and the University was approved to offer a graduate program in business, which culminated in the degree of Master of Administrative Studies. The Master of Education degree, which comprised of four options previously available in the Master of Behavioral Studies degree, was restored in August, 1979. The Master of Technology degree was approved by the Oklahoma State Regents for Higher Education on September 28, 1983, and was implemented in the 1984 fall semester.

By act of the Oklahoma State Legislature on August 15, 1974, the institution's name was changed to Southeastern Oklahoma State University. Since 1974, the University has continued to diversify and advance its mission, offering a wide range of programs and courses for senior citizens, as well as establishing a non-credit community course program.

More than 100 years have passed since Southeastern Oklahoma State University first opened its doors. Southeastern Oklahoma State University has distinguished itself as a leader in maintaining high standards in education for the students and the community it serves.

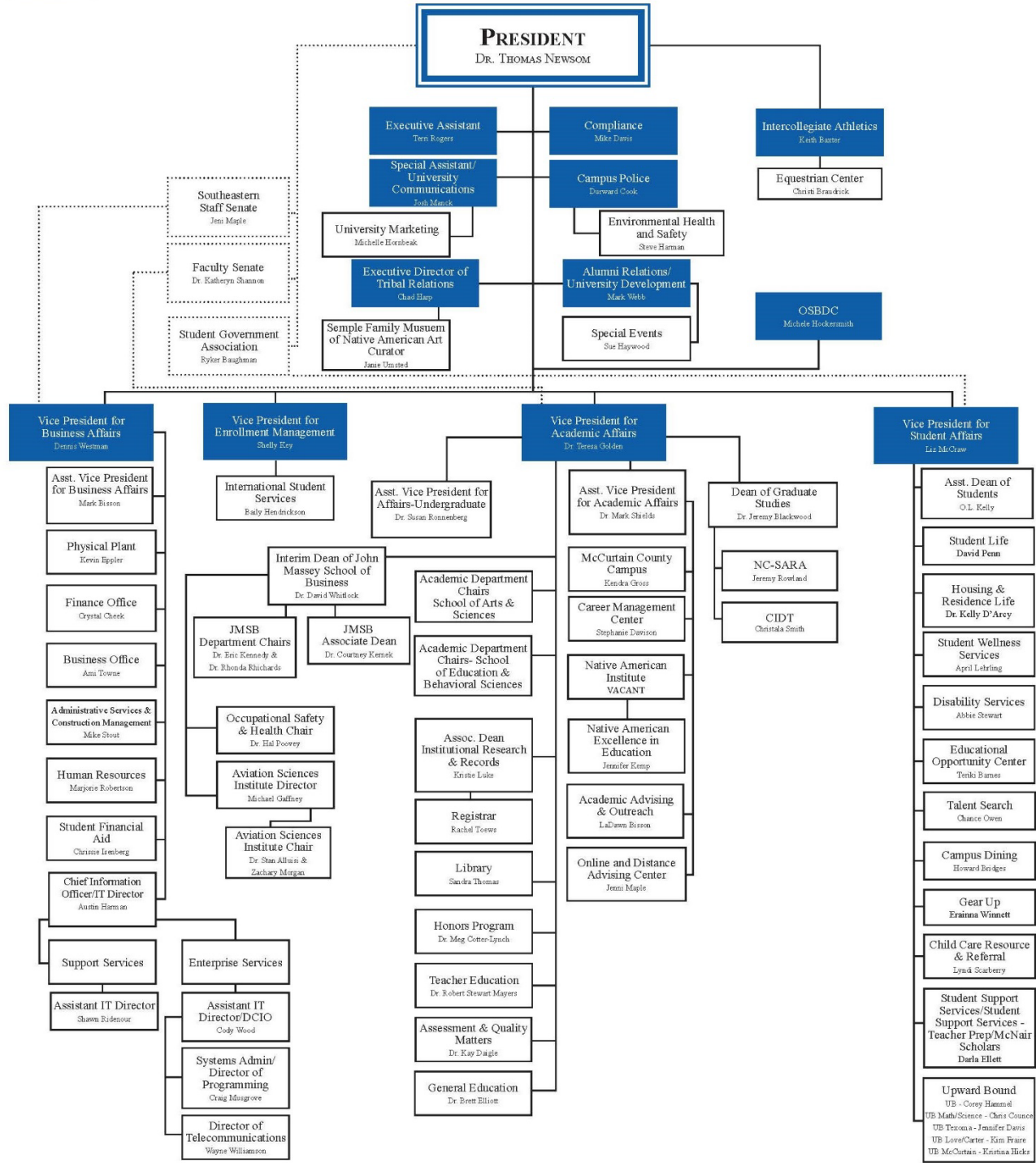
STATE ADMINISTRATION OF THE UNIVERSITY

Southeastern Oklahoma State University is under the control and jurisdiction of the following boards of regents and departments:

Oklahoma State Regents for Higher Education: *This is a constitutional board of nine members, appointed by the Governor and approved by the Senate, with one member's term expiring each year. The duties of the Board are as follows: (1) It shall prescribe standards for higher education applicable to each institution; (2) It shall determine the functions and courses of study in each of the institutions to conform to the standards prescribed; (3) It shall grant degrees and other forms of academic recognition for completion of the prescribed courses in all such institutions; (4) It shall recommend to the State Legislature the budget allocations to each institution; (5) It shall have the power to recommend to the Legislature proposed fees for all such institutions, and any such fees shall be effective only within the limits prescribed by the Legislature; (6) The appropriations are made by the Legislature for higher institutions as one amount, and the Board distributes this by certifying to the State Treasurer the amount for each institution; (7) It then has the authority to transfer funds from one account to another in the institution, but it cannot reduce the allotment to the institution; (8) It has no control or jurisdiction over the operation of the University other than the responsibilities enumerated above.*

Regional University System of Oklahoma: *This Board is a constitutional board, consisting of nine members, eight appointed by the Governor and approved by the Senate. The ninth member is the State Superintendent of Public Instruction. Members of the Board serve a nine-year appointment with one member's term expiring each year. Duties and powers of the Board are as follows: (1) to make rules and regulations governing the University; (2) to employ all people in the service of the University; (3) to construct all buildings; (4) to make purchases of all equipment and supplies or authorize the University authorities to do so under the state laws governing purchases; (5) to recommend the annual budget to the Oklahoma State Regents for Higher Education; and (6) to authorize and regulations set up by the Oklahoma State Regents for Higher Education to be implemented by the University.*

State Treasurer: *All claims for purchases made by the Regional University System of Oklahoma, or the University, and approved by the Office of Management and Enterprise Services are paid by the State Treasurer.*



MISSION STATEMENT

Southeastern Oklahoma State University provides an environment of academic excellence that enables students to reach their highest potential. By having personal access to excellent teaching, challenging academic programs, and extracurricular experiences, students will develop skills and habits that promote values for career preparation, responsible citizenship, and lifelong learning.

SCOPE AND FUNCTION

The major emphasis at SE continues to be a quality undergraduate education. The University offers an array of baccalaureate-level programs that prepare students for a changing society. In addition, selected graduate level programs are provided to serve the needs of the region.

In fulfilling its mission, Southeastern fosters the region's cultural opportunities, economic growth, environmental quality, scientific and technological progress, as well as social and personal well-being.

Consistent with SE's mission and regional focus the University concentrates on achieving the following objectives:

For students Southeastern will:

- 1. Provide an opportunity to succeed through a challenging, learner-centered academic environment.*
- 2. Offer an undergraduate foundation in the liberal arts and sciences, with an emphasis on integrating critical thinking, communication skills and appropriate technological applications into the curriculum across all disciplines.*
- 3. Provide a general education program that familiarizes students with major areas of scholarship.*
- 4. Provide professional, academic and career-oriented undergraduate and graduate programs to meet the changing needs of the workforce.*
- 5. Provide an environment for non-academic experiences, which fosters the development of personality, social living and effective citizenship.*
- 6. Present a system of governance that provides reliable information and, as appropriate, involves the students in the decision-making process.*
- 7. Actively recruit traditionally under-represented students and offer scholarship programs to attract students of various socio-economic and academic levels.*

For the faculty and staff Southeastern will:

- 1. Provide opportunities for professional development.*
- 2. Use assessment to improve student learning and effective teaching.*
- 3. Adhere to well-defined organizational structures, policies, and procedures.*
- 4. Adapt to a changing higher education environment.*
- 5. Administer a system of shared governance that provides dependable information to the institution's constituencies.*
- 6. Nurture a campus community responsive to the needs of a diverse population.*

For the region Southeastern will:

- 1. Provide in-service instruction for educators and other professionals needed to make Southeastern competitive in national and world markets.*
- 2. Continue its historical preparation of quality educators for Oklahoma.*
- 3. Provide advanced graduate studies and research in areas of particular strength and need for the region and the state of Oklahoma.*
- 4. Provide opportunities for global awareness.*
- 5. Share human, academic, and technological resources with schools, industries, and public agencies through economic development, partnerships, and outreach activities.*
- 6. Serve as a cultural, artistic, and information center.*

NONDISCRIMINATION EQUAL OPPORTUNITY AFFIRMATIVE ACTION POLICY

To indicate institutional compliance with the various laws and regulations that require a Nondiscrimination, Equal Opportunity and Affirmative Action Policy, the following statement is intended to reflect that Southeastern Oklahoma State University shall, in all manner and respects, continue to be an Equal Opportunity Employer, and offer programs of Equal Educational Opportunity. This institution, in compliance with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and other federal laws and regulations does not discriminate on the basis of race, color, national origin, sex, age, disability, sexual orientation, gender identity, religion, genetics, or status as a veteran in any of its policies, practices or procedures. This includes, but is not limited to, admissions, employment, financial aid, and educational services.

It is the policy of Southeastern Oklahoma State University to take every available opportunity to ensure that each applicant who is offered a position at the University shall have been selected solely on the basis of qualification, merit, and professional capability alone.

It is further the policy of the University to be in voluntary compliance with any and all statutes, regulations, and executive orders which deal with equal opportunity and nondiscrimination, regardless of whether such statutes, regulations, or executive orders be of federal or state origin.

The University subscribes to the fullest extent the principle of the dignity of all persons and of their labors. In order to insure complete equal opportunity, the University shall actively recruit applicants for positions from all segments of the population locally and nationally.

1. RECRUITMENT AND SELECTION

1.1 EMPLOYING PERSONNEL

1.1.1 Replacement Position

When replacing a terminated employee, an administrative supervisor must send an "Employment Request" form through administrative channels for authorization before forwarding to Human Resources. When the completed authorization form is received by the Human Resources office, a copy of the form will be returned to the supervisor to begin the recruitment process.

1.1.2 New Position

All new positions must be authorized by the President. When requesting a new position, the administrative supervisor must send an "Employment Request" form through administrative channels for authorization before forwarding to Human Resources. If the position is a new job classification, a detailed job description, in standard university format, must accompany the request.

1.2 ADVERTISING

Unless the President approves a direct appointment, (see 1.3.1 Below) SE employees are notified of all vacancies via campus-wide email sent from Human Resources. Each vacancy will also be posted on SE's Employment Opportunities website and will remain posted until the position is considered closed. All positions will also be posted through other free venues (i.e., HigherEd Jobs). External advertisement is based on need and departmental budget. If a department wishes to advertise externally, it must be indicated on the Employment Request Form and will be paid from the departmental budget. All positions must be advertised for at least 10 days unless pre-approved by Human Resources Director. Human Resources is responsible for the coordination, placement, and billing of all advertisements.

1.3 SELECTION AND EMPLOYMENT

1.3.1 Screening Committee

The administrative supervisor will utilize a screening committee, consisting of at least three members, to assist with the selection process when hiring. Under circumstances such as organizational restructuring and emergency hiring, the President may appoint an employee directly.

1.3.2 Screening

All responses are received and processed by the applicant tracking system which allows the committee chair to begin screening. The committee chair determines the type of screening, interviewing, and selection process to be used.

1.3.3 Recruitment Record

After all interviews have been completed and the applicant to be recommended has been selected, a completed "Recruitment Record" is uploaded into the application tracking system along with all the supporting documents.

1.3.4 Employment

When it is evident that university policy has been followed, the "Employee Transaction Form" is executed and routed through assigned required executive administrative channels. Employment is contingent upon a satisfactory criminal background screening (See 1.5.7).

After the "Employee Transaction Form" is properly routed, the employee is notified, the administrative supervisor shall schedule a time that the employee can meet with a representative of Human Resources in obtaining necessary information to complete the official employment process. This needs to be done on or before the first day the employee reports to work, to comply with University policy and state and federal regulations.

Any payment for services to an employee of the University must be authorized on an "Employee Transaction Form" regardless of the nature of the services. Payment for services cannot be processed until the properly authorized form is received by Human Resources.

1.4 FOLLOW-UP

1.4.1 Hiring Committee Chair

Once the selection has been made, all original applications, recruitment records, and supporting documents shall be uploaded into the application tracking system by the screening committee chair for Equal Employment and procedural review and for reference and file.

1.4.2 Human Resources Office

Human Resources is responsible for ensuring notification to the unselected/remaining applicants notifying them that the position has been filled.

Human Resources will verify that all necessary employment documents are complete. (See Section 1.5, Conditions of Employment)

1.4.3 Retention of Applications

All applications for unselected/remaining applicants will be retained in the applicant tracking system. At the end of each fiscal year all applications will be archived with SE's Ancillary Services and destroyed after 2 ½ years. Applications for applicants who are hired will be retained in Human Resources in their employee personnel file.

1.5 CONDITIONS OF EMPLOYMENT

An employee cannot be entered into the payroll system until the required forms are completed and, per IRS requirements, their original Social Security card is presented to Human Resources. An employee without a Social Security card can get one by completing and filing the IRS application Form SS-5 at a Social Security Administration office. There may be other forms which are required in addition to those listed:

1.5.1 Employment Eligibility Verification (I-9)

All persons employed after November 6, 1986, are required by federal law to complete "Form I-9" and must provide certain documents to prove eligibility for employment on or before the first day of employment.

1.5.2 University Policies

All employees are required to sign an "Acknowledgement of Understanding and Compliance" with the Drug-Free Workplace Policy, the SE Civil Rights & Title IX Policy, the Nepotism Policy, and the SE Computer Policies and Procedures Guide.

1.5.3 Health Policy

If position may have occupational exposure to blood-borne pathogens, the departmental supervisor will offer the Hepatitis vaccine.

The university may request a physical, psychological, or psychiatric examination from an applicant for employment after a job offer is extended or from an employee returning to work from leave that resulted from an injury or illness. When such a request is made it will be determined solely by the administration and at university expense. Compliance with a request for examination will be a condition of employment.

If the examination shows that the individual is unable to perform the principal job duties, with or without reasonable accommodation, the job offer will be withdrawn, or in the case of a returning employee, he/she may not be permitted to return.

1.5.4 Staff Degree and Transcript Verification

Southeastern Oklahoma State University follows the recommended policies and procedures for verification of credentials approved by the Regional University System of Oklahoma Board of Regents by employing staff that have earned from accredited institutions the degrees appropriate to the level required or preferred for the position. The job description must state the required or preferred degree(s). The granting institution(s) must meet the standards of the Carnegie Classification System. The earned degree(s) or graduate work should be in a field relevant to the individual's assignment.

Southeastern uses the following criteria to verify academic credentials of regular and temporary staff in positions that require or prefer earned degrees or graduate work:

- All affected staff must have on file official transcripts or transcripts that provide documentation as to degrees earned from a *regionally accredited or internationally recognized institution*.
- Official transcripts required for staff hired on or after July 1, 2004.
- Official transcripts or copies of transcripts required for staff hired before July 1, 2004.
- Official transcripts are provided to Human Resources from the granting institution(s), employee or prospective employee.
- Verification of educational credentials for staff positions is undertaken by Human Resources – and verification of educational credentials for Faculty positions is undertaken by Academic Affairs.
- If there are any questions as to the validity of the transcripts, the Director of Human Resources reviews the credentials.
- A visual search is undertaken using the Higher Education Directory. If necessary, the appropriate accrediting agency may be contacted for verification of accreditation.
- Once verification is confirmed, all transcripts are placed in the employee personnel file.

1.5.5 Pre-Employment Background Check

Employment is contingent upon the satisfactory results of the pre-employment background check – must be verified prior to making a firm offer of employment. Faculty or staff who have worked at SE within the past eighteen (18) months are not required to complete a pre-employment background check. The purpose is to promote the security and well-being of SE's most important resource – our students, faculty, and staff. The pre-employment background check is a national criminal and national sex offender search. The processing fee will be charged to the hiring department for each applicant. If a record is found and a county search verification is required, the hiring department will be charged an additional fee.

Positions subject to pre-employment background check:

- Faculty of all ranks including Visiting Professors
- All Staff: Excluding student employees unless required for job duties or under special circumstances
- RA – Resident Assistant
- GA – Graduate Assistant
- Volunteers-Employees who are willingly working without compensation or they are being compensated from an external source while working on campus.

Employment is contingent upon the satisfactory results of the pre-employment background check – must be verified prior to making a final offer of employment.

1. The department supervisor shall provide Office of Human Resources with the name of the finalist for the open position.
2. Human Resources will request authorization from the applicant to proceed. Human Resources complies with Fair Credit Reporting Act (FCRA) requirements, federal and state laws in conducting the pre-employment background check, including any documentation/notification to the applicant.
3. Background check results are sent to Human Resources.
4. Human Resources notifies the department supervisor of the results. All results are maintained in Human Resources confidential files and are destroyed after 25 months and maintained electronically with background check provider for 7 years.
 - If satisfactory results are reported, the final offer may be made to applicant and the department is to follow hiring procedures.
 - If unsatisfactory results are reported, HUMAN RESOURCES will notify the applicant. The applicant will have 5 business days to refute, correct, or explain the information found in the background check while Human Resources completes further evaluation of the results. If the evaluation determines offer employment cannot be made to the applicant, Human Resources will notify the applicant.

1.6 TYPES OF APPOINTMENTS

Appointments extend from July 1 to June 30 (fiscal year) unless otherwise stated on the "Employee Transaction Form." Employment is not guaranteed beyond the ending date of the appointment, and reappointment is solely at the discretion of the University. Positions at Southeastern Oklahoma State University are categorized as one of the following: (For benefits information see Section 5, Employee Benefits.)

A professional administrator at or above the director level whose appointment is not renewed will be given written notice from the university on or before April 1, prior to termination of the current appointment. A professional administrator at or above the director level may be terminated, with 90 days' notice if possible, within an existing contract period based on genuine financial retrenchment, bona fide discontinuance of a program or department, or lack of need of one's services. Administrators whose positions are externally funded may be non-renewed without prior notice. Failure to reappoint may be without specific cause. There shall be no right of review of such actions.

A professional administrator at or above the director level may be terminated within an existing appointment period based on genuine financial retrenchment, bona fide discontinuance of a program or department, or lack of need of one's services, shall not have greater job protection than tenured faculty.

1.6.1 Regular Full-time Employees

Regular full-time employees are those employees who work at least 30 hours per week (75%) and maintain continuous regular employment status. Leave shall accrue in proportion to the percentage of full-time (40 hours per week) job assignment.

1.6.2 Regular Part-time Employees

Regular part-time employees are those employees who work less than 29 hours or less per week and who maintain continuous regular employee status.

1.6.3 Temporary Employees

Temporary employment is expected to last no more than one year. A temporary assignment should not be extended without the prior approval at least the unit Vice President or President.

1.6.4 Graduate Assistant

Graduate assistants are graduate students at the institution who may hold appointments as teaching, research, or professional. Graduate assistants must be enrolled in a minimum of three (3) semester hours. Teaching assistants shall not teach more than six (6) credit hours per semester. If graduate students receiving current graduate assistantship do not fall under the functions of teaching, research, or professional, they should be classified as part-time employees.

1.6.5 Student Employees

Student employee status applies to those employees currently enrolled at Southeastern Oklahoma State University whose primary purpose for being at the University is to obtain an education. For a student to be qualified to work as a student employee (regular or work-study), the student is required to be enrolled in at least 3 credit hours for the semester in which they plan on working. Student employees cannot work over 29 hours per week. See Section 4.12 for more information on student employees.

1.6.6 Volunteers

Volunteer status applies to those employees who are willingly working without compensation or they are being paid from an external source while working on campus. All volunteers must submit a completed Southeastern Application for Employment (including resume/curriculum vitae for faculty), complete the Pre-Employment Authorization and Release form for Background Check as well as complete appropriate Human Resources documents. All materials must be turned in to Human Resources prior to working.

2. COMPENSATION AND CLASSIFICATION

The compensation and classification program of Southeastern Oklahoma State University is based on the University's ability to pay. The program also provides recognition for differences in individual ability and performance.

2.1 POSITION CLASSIFICATIONS

The Human Resources Director shall, upon approval by the Vice President for Business Affairs, conduct classification reviews and studies of any position or classification, and may revise the classification plan or any individual position classification according to findings.

2.2 JOB DESCRIPTIONS

Each position of the University has been classified in accordance with its function, duties, responsibilities, and relationship to other positions. A description shall be developed for each position specifying the duties, responsibilities, supervision given, the education, training, and experience necessary for a person to function effectively in that position.

2.3 EXEMPT AND NON-EXEMPT CLASSIFICATIONS

The Human Resources Director shall determine and specify, subject to the provisions of the "Fair Labor Standards Act" those classifications which shall be exempt.

2.3.1. Exempt Classification

Exempt classifications are those classifications which shall neither be entitled to the earning of, accrual of or credit for overtime and /or compensatory time. The department supervisor has the discretionary authority to arrange the work schedule of an exempt employee.

2.3.2 Non-Exempt Classification

Non-exempt classifications are those classifications which shall be eligible for earning of and credit for, appropriately authorized overtime and/or compensatory time. These employees, whose work must be documented and maintained in accordance with federal regulations, must maintain detailed records reflecting the actual time worked. Working overtime must be approved in advance, in writing, by the employee's supervisor except in cases of emergency. See Section 3.8 about overtime pay and compensatory time for non-exempt employees.

2.4 SALARY INCREASES

The salaries of employees are reviewed during budget preparation for the each fiscal year. Any adjustments are based on work performance, promotion, demotion, labor market conditions, legislative actions, and budget constraints.

2.5 DISBURSEMENT OF PAYROLL

Employees are paid according to the fiscal year Payroll Schedule, which is available at from the Human Resources website or office. Any changes to the schedule will be announced well in advance to the campus community. Earnings Statements may be retrieved from the employee's Self-Service account.

2.6 PAYROLL CHANGES

Any change in the amount of a payroll deduction should be submitted to Human Resources by the tenth of the month in order for it to be effective. Changes in insurance should be made in Human Resources within 30 days of a qualifying event. (See section 5.9, Change of Employee Information.)

2.7 HOLIDAY PAY

To be eligible for university approved holiday pay, an employee must be a full-time (75% or more) benefits eligible employee and be in paid status the day before and the day after the holiday.

If a designated holiday falls within an annual leave period, it shall not be charged against annual leave time.

An employee who is on sick leave when a university-approved holiday occurs will receive holiday pay instead of sick leave pay.

A regular full-time employee scheduled to work on a university-approved holiday will be granted an equal amount of time off with pay on a date mutually agreed to by the employee and department supervisor. If an employee is scheduled to work on a university-approved holiday and becomes ill, the employee will receive sick leave for that day and receive his/her substitute holiday as previously scheduled by the supervisor.

2.8 GARNISHMENTS / INCOME REASSIGNMENTS

Each employee is expected to take care of his/her financial obligations independent of the University.

The University will accept court-ordered wage assignments, garnishments, and tax levies, and will process them in the legally prescribed manner.

3. HOURS OF WORK

3.1 WORK WEEK

For payroll record-keeping purposes, the work week at Southeastern Oklahoma State University begins at 12:01 a.m., Sunday, and ends at 12 midnight, Saturday. An employee will be scheduled to work 40 hours per work week, and normal work hours are from 8 a.m. to 5 p.m. with one hour off for lunch. With approval of the Director of Human Resources prior to its implementation, a supervisor may designate the lunch hour and adjust the beginning and ending times of an employee's workday to meet the needs of the University.

Revisions for the summer to a 40-hour, four day work week are determined on an annual basis and implemented if approved by the University President.

3.2 ABSENTEEISM

An employee who expects to be late or absent from work shall be responsible for notifying his/her supervisor as soon as possible after the beginning of the shift, indicating when he/she will report back to work. Any employee who fails to comply with this rule will be subject to disciplinary action.

In chronic or unusual cases of absenteeism, the University reserves the right to require documentation/verification of the reasons for absence. Excessive absenteeism will be reflected in the employee performance appraisal and may lead to dismissal.

3.3 TARDINESS

An employee is expected to be at his/her workstation at the scheduled work time. Habitual tardiness will be a matter for disciplinary action.

3.4 ABANDONMENT OF POSITION

An employee who has failed to report to work for three consecutive workdays without notifying his/her supervisor will be considered to have voluntarily resigned his/her position.

3.5 LUNCH PERIOD

The lunch period consists of one hour daily unless otherwise scheduled by the supervisor to meet special needs. An employee may not forego the lunch period to shorten the workday or work week or rearrange the lunch period without prior consent of the supervisor.

3.6 WORK BREAKS

At the discretion of the supervisor, an employee may take two fifteen-minute rest periods during the day (one during each four-hour period). Breaks should be considered a privilege, rather than a right, and should not interfere with the proper performance of the job responsibilities within the department. Break time cannot be accumulated, added to lunch periods, or otherwise used to shorten the workday or work week.

3.7 LEAVE RECORDS

Each employee must accurately maintain his/her own leave records and is responsible for reporting such time to his/her supervisor.

Supervisors must approve a monthly leave report form for each employee showing his/her accumulated leave time. Usage of leave time must be to the nearest quarter hour. This report is due in Human Resources by the tenth of each month.

An individual employed with restricted funds (federal grants, special projects, etc.) may not accrue annual leave beyond the date that such program terminates. All annual leave should be taken prior to such ending date because restricted fund account balance limitations may cause leave not taken to be forfeited by the individual.

3.8 OVERTIME PAY/COMPENSATORY TIME FOR NON-EXEMPT EMPLOYEES

The University's policy is to give compensatory time off in lieu of payment of overtime worked. Any request for exception to this policy must be directed to the Vice President for Business Affairs.

[Exception: Non-exempt police officers can earn up to 12% of their annual salary in overtime pay in any given budget year.] (Implemented July 1, 2013).

3.8.1 Rate and Computation

Should a non-exempt employee work more than 40 hours during the established work week (see Section 3.1, Work Week), he/she will be given compensatory time at the rate of one and one-half hours for each hour worked. For the purpose of computing compensatory time, holidays, annual leave, sick leave, and compensatory time off will not be treated as hours worked. Payment of overtime is at one and one-half times the hourly rate. For salaried fulltime, non-exempt employees, annual salary divided by 2,080 hours equals the hourly rate.

3.8.2 Authorization

Overtime hours worked must be approved in advance by the employee's supervisor except in cases of emergency. Payment for overtime worked must be approved in advance by the Vice President for Business Affairs.

Each department will assume the responsibility for maintaining adequate overtime/compensatory records for its employees. A record must be maintained of each employee's compensatory time balance and documented on the monthly leave report form and submitted to Human Resources. (See Section 3.7, Leave Records.)

3.8.3 Time Limits

Compensatory time off is to be taken before the end of the fiscal year during which it was accrued. The use of accumulated compensatory time will be taken within a reasonable period and at a time not disruptive to department operations as approved by the employee's supervisor. Upon reasonable notice, a supervisor may request that an employee use all or a portion of the accrued compensatory time. The maximum compensatory time which may be accrued by an employee shall be 180 hours (120 hours of actual overtime hours worked as defined in Section 3.8.1). Federal law prohibits accrual of more than 240 hours. A compensatory time balance must be exhausted before use of annual leave.

An employee transferring from one department to another is required to use accumulated compensatory time prior to transferring unless circumstances prevent using the overtime and provided the Vice President for Business Affairs approves payment.

When an employee takes a medical leave of absence, accumulated compensatory time can be added to other appropriate leave time for additional time off when necessary. This must be approved by the employee's supervisor.

3.9 ON CALL

Some jobs require an employee to be placed "on call" subject to being available should his/her services be required.

4. EMPLOYMENT POLICIES

The state of Oklahoma is an “at-will” employer, and Southeastern Oklahoma State University, as an agent of the state, also employs “at-will.” The contents included in this handbook in no way modify or amend the right of the University as an “at-will” employer in originating or terminating employment of personnel. “At-will” employment is for no specified term and is terminable at the will of either the employee or employer. Further, promises or representations made by anyone concerning the conditions of employment express or implied, does not negate the right of the University to terminate employment at any time, with or without cause.

4.1 MANAGEMENT PROVISIONS

The University has the right to exercise customary functions of management, which include, but are not limited to the following:

1. hiring, promoting, transferring, disciplining, and terminating employees in accordance with university policies;
2. reassigning an employee from one position to another position;
3. directing the work force; determining its composition, organization and structure; and scheduling and assigning work;
4. establishing reasonable job standards, expectations, work rules, policies and regulations;
5. determining the extent and schedule of its operations;
6. maintaining the orderly conduct of the work force;
7. amending, revising, revoking, or issuing policies and rules governing university employees.

4.2 EMPLOYEE PROVISIONS

Employees may:

1. be appraised on job-related criteria;
2. express employee concerns and complaints;
3. expect to work in a safe environment;
4. expect reasonable and nondiscriminatory application of the Regional University System of Oklahoma, university, and departmental policies and rules; and
5. expect termination proceedings and other disciplinary action to be made in accordance with the Regional University System of Oklahoma and university policies.

4.3 FALSIFICATION

Any false, incomplete, or incorrect statement, answer or representation, given intentionally or unintentionally by any person, either orally or in writing, pertaining to availability, acceptability, or eligibility for employment in any department, division, classification, or position at Southeastern Oklahoma State University or pertaining to personal information or background which is elicited for any authorized form, record, or file, may result in refusal of employment by Southeastern Oklahoma State University. If such information is found after employment, appropriate disciplinary action may be taken.

4.4 VACANCIES

An employee desiring to be considered for a vacancy should apply through the [applicant tracking system](#).

For assistance in filling a staff vacancy, supervisors should refer to Section 1, Recruitment and Selection or contact Human Resources for guidance.

4.5 EMPLOYMENT DEFINITIONS

- 4.5.1 Initial Employment refers to placing an individual on the payroll for the first time.
- 4.5.2 Reinstatement refers to placing a former employee who had two or more years of continuous service on the payroll after a break in service of six months or less.
- 4.5.3 Reemployment refers to placing a former employee on the payroll after a break in service of more than six months.
- 4.5.4 Promotion is the advancement of an employee to a classification with a higher pay range.
- 4.5.5 Transfer occurs when an employee moves from one position to another of equivalent responsibility.
- 4.5.6 Demotion is the movement of an employee to a classification with a lower pay range. Demotions may be either disciplinary or non-disciplinary. A disciplinary demotion will result in decrease in pay. A non-disciplinary demotion may or may not result in decrease in pay.

4.6 PROMOTIONS AND TRANSFERS

To provide equitable consideration and opportunity for qualified employees to fill job vacancies at Southeastern Oklahoma State University, transfers can be made. An employee desiring to transfer is asked to discuss possibilities with his/her supervisor. Arrangements for interviews and transfers will be made in agreement with the employee and supervisor.

The university encourages the upward mobility of employees to positions for which they are qualified and which meet their career interests and objectives.

Promotions will be based on qualifications including experience, education, attendance, ability, and other job-related factors.

1. An employee interested in promotional opportunities must apply through the applicant tracking system as positions open.
2. Departments accepting an employee by transfer, promotion, or demotion will be responsible for the employee's accumulated annual leave and sick leave balances at the time of job change, with some exceptions or modifications possible in grant funded positions.

Southeastern Oklahoma State University follows the same procedures to verify educational credentials for staff being promoted or transferred into positions which require or prefer degrees (1.5.6 Staff Degree and Transcript Verification).

4.7 NEPOTISM (Regional University System of Oklahoma Nepotism Policy 5.12)

Except as prohibited by the laws of the State of Oklahoma, relationship by consanguinity (blood) or by affinity (marriage) shall not, in itself, be a bar to appointment, employment or advancement in universities governed by the Regional University System of Oklahoma nor (in the case of faculty members) to eligibility for tenure of persons so related.

But no two persons who are related by affinity (blood) or consanguinity (marriage) within the third degree shall be given positions in which either one is responsible for making recommendations regarding appointment, employment, promotion, salary or tenure for the other; nor shall either of two persons so related who hold positions in the same internal budgetary unit be appointed to an executive or administrative position for said internal unit.

Waivers may be granted by the university president, but performance appraisals and recommendations for compensation and promotion and tenure will be made by one not related to the individual being evaluated. The Regional University System of Oklahoma shall be notified of any such waivers at its next meeting.

Relatives that are within the third degree of relationship to an employee by blood or marriage are as follows: spouse; parent or parent's spouse; grandparent or grandparent's spouse; great-grandparent or great-grandparent's spouse; uncle or uncle's spouse; aunt or aunt's spouse; uncle or aunt of spouse; brother or sister; son or daughter; son-in-law or daughter-in-law; grandson or granddaughter or their spouse; and great-grandson or great-granddaughter or their spouse.

4.8 EMPLOYMENT OF RETIREES

The Teachers' Retirement System of Oklahoma regulations require a minimum of 60 calendar days between a retiree's last day of pre-retirement public education employment and any such post-retirement employment. Retirees may return to work, but only within the parameters established by the Teachers' Retirement System of Oklahoma. Copies of the regulations and further information are available at <http://www.ok.gov/TRS/> or you may inquire in Human Resources.

4.9 REINSTATEMENT

An employee who has two or more years of continuous service who is reinstated by the University within six months following termination under satisfactory conditions will have previously accrued sick leave balance and annual leave accrual rate restored to his/her employment record upon recommendation of the department supervisor and with approval of the President.

4.10 REEMPLOYMENT

An employee who terminates his/her employment under satisfactory conditions and who desires to return after the expiration of six months may do so upon application and completion of proper documents with a recommendation from the department supervisor and approval by the President. The returning employee in this category would return with no restoration of previous benefits.

An employee terminated under unsatisfactory conditions may be denied referrals for future employment.

4.11 PROBATIONARY PERIOD

A probationary period is used to evaluate an individual's ability to perform his/her assigned duties; communicate effectively with co-workers; follow directions, rules, and policies; work in harmony with co-workers; and present a positive image of the University. The end of probationary status does not indicate "permanent" employment. The University maintains its right to employ "at will" and may choose not to renew an appointment to a position, regardless of probationary status. All regular full-time/temporary full-time staff will serve a probationary period. The Probationary period for all staff, exempt and non-exempt, shall last 90 days from the first day of employment.

The probationary period is a time during which the employee demonstrates the skills and abilities necessary to perform the duties assigned. Every supervisor should routinely keep notes on each employee's performance, and especially document counseling sessions. As an employee's evaluation period approaches, those notes should be reviewed to consider whether the probationary employee should be retained. All Employee "Performance Appraisal Forms" are to be forwarded to Human Resources, where they become a part of the employee's permanent file. (See section 4.13, Performance Appraisals.)

If there is an interruption of service during the probationary period, the time lapse during the interruption shall not be included as part of the probationary period. Probationary employees may not appeal dismissal.

Probationary employees are eligible for all benefits, except personal leave, which can be used after the 90 days.

4.11.1 Promotion

Upon promotion to a new classification, an employee shall be placed in a 90 day probationary period to allow the department supervisor a sufficient amount of time to measure the efficiency and productivity of the probationary employee. Such probationary periods do not affect an employee's eligibility for accrual or use of university benefits.

4.11.2 Transfer or Demotion

A 90-day probationary period is also served each time an employee receives a transfer or demotion. Such probationary periods do not affect an employee's eligibility for accrual or use of university benefits.

4.11.3 Dismissal during Probationary Period

An employee may be dismissed at any time during the probationary period without appeal. Recommendations for dismissal shall be reported to Human Resources.

It is the responsibility of all supervisors to carefully inform each new employee of work standards, rules, and procedures of the workplace, and to provide appropriate positive direction during the orientation. If an employee fails to learn procedures, or if the employee persists in poor work habits, a supervisor may recommend termination.

4.12 EMPLOYMENT OF STUDENTS

A student employee is a student (undergraduate or graduate), whose primary relationship with Southeastern Oklahoma State University is education, and the students' working relationship has been obtained as a result of or in conjunction with their studies. For a student to be eligible to work as a student employee (regular or federal work-study), the student must have a current Free Application for Federal Student Aid (FAFSA ®) with Financial Aid the semester in which they intend to work.

Student employment is not a scholarship; therefore, the hours indicated must reflect actual time worked for the student to be compensated. Student employees cannot work over 29 hours per week, unless prior authorization has been given by Human Resources. Upon graduation, students can work up until classes are back in session.

Student employment is intended to support students while pursuing their education and is not intended to be their primary role with the university. A student who averages 30 or more hours per week during a lookback period will become eligible for employer-sponsored health insurance under the Employer Mandate for the Affordable Care Act (ACA). The work hour limits set by the university are designed to keep the university from having to provide ACA health coverage to student employees, who are not intended to be benefits eligible positions.

4.12.1 Financial Aid

If a student receives federal aid, that student cannot exceed their cost of attendance as determined by the Financial Aid office in total awards received. Aid is a combination of federal aid, grants, student loans, tuition waivers, scholarships, university employment and various types of financial aid. Therefore, if a student receives a federal work-study award, he/she cannot exceed the cost of attendance, including federal, in a given academic year. Any questions regarding campus based federal aid should be directed to the Financial Aid office at extension 2186.

4.12.2 Student Hiring

Complete the student employee hiring process with SE Career Management Center.

It is recommended that student employee work hours be limited to 20 hours per week when class is in session, however, they can work 29 hours per week. Student employees cannot work over 29 hours per week, including times when class is not in session, without prior approval from Human Resources. Foreign national students are strictly allowed to work no more than 20 hours per week per Federal Regulations while class is in session, and 29 hours per week when class is not in session.

Students are not permitted to work during times in which the student is scheduled to be in class. If a class has been cancelled, work may be permitted with written verification from the instructor of the cancelled class. All verification must be kept for five years from the last date of enrollment at the University. All verification must be kept within the department for five years from the last date of enrollment at the University.

4.12.4 Student Payroll Funding

The hiring department is responsible for maintaining their fiscal year work-study and/or regular wage budgets. The department is also responsible for tracking and maintaining the student employees' individual budget (federal work-study or regular wage).

4.12.5 Work Authorization Process

The hiring department must complete the Student Employee Work Certification form. A work certification form must be completed for each semester in which the student will be employed. Student employees who have not completed this process are not authorized to work.

4.12.6 Student Summer Semester Work Program

To be eligible for the Student Employee Summer Program students:

- Students must be enrolled in summer classes
- or

- If a student is not enrolled in summer classes. There must not be any course offerings for the student for the summer semester that would be productive towards their degree program. The student must be pre-enrolled for the upcoming Fall semester with a completed Free Application for Federal Student Aid (FAFSA®) and must submit Fall class schedule.

4.12.7 Student Time Entry

Time entry will be completed through Colleague Self Service.

Student employees should submit their timesheets through Self Service weekly to their supervisor.

It is the supervisor's responsibility to validate and account for the hours worked for each pay period for each student employee. The supervisor should review and approve timesheets on a weekly basis.

4.12.8 Time Entry Due Dates

Refer to the SE Fiscal Year Payroll Schedule for specific deadlines. Self Service will also display the due dates in the Time Entry/Time Approval modules. Colleague Self-Service will not allow time entry or submission after the deadline. Failure to submit time entry by the deadline could result in a missed payment for the employee. Any time missed for payment can be paid through the makeup payment process, you would need to request the form via Human Resources.

4.12.9 Disbursement of Payroll

Student employee payroll is automatically deposited on 27th day of the month, or prior Friday, if 27th falls on weekend. Please refer to the SE Fiscal Year Payroll Schedule (located on the Human Resources webpage) for a detailed breakdown of pay dates for each month.

Earnings Statements for all employees may be retrieved by logging into Self Service and selecting "Earnings Statement" from the "Employment" tab. Earnings statements should be available to view 5 days prior to pay day.

If an employee questions the pay received, direct them to review their Earning Statement in Self Service before contacting HR.

4.13 PERFORMANCE APPRAISAL

A "Performance Appraisal Form" reflecting an employee's progress becomes a permanent part of his/her personnel file. The file is referred to for salary review and promotional considerations and is also used as background material should a supervisor feel the need to discuss improvement in an individual's work.

4.13.1 Probationary and Annual Appraisals

All full-time regular/temporary staff will be evaluated by the immediate supervisor prior to completion of the first 90 days of service and at least annually thereafter. (See Section 4.11, Probationary Period.)

4.13.2 Special Appraisals

Special appraisals for the purpose of recognizing performance other than satisfactory may be made at any time.

4.14 TERMINATION CLEARANCE PROCESS

To resign in good standing, an employee must give at least an eighty-work hour notice. Management personnel (supervisors of employees) must provide 30 calendar days' notice. Employees who fail to give appropriate notice will forfeit all accumulated leave.

The letter of resignation will be submitted to the department supervisor to be forwarded through administrative channels to Human Resources. Retirees may use leave for the whole day on their last day of employment, with supervisor approval. All others may use leave for a portion of their last day of employment, with supervisor approval.

The employee must complete an "Employee Final Clearance Form" and exit process, which should be done on or before the last day on the job. The process includes turning in keys, identification card and all university property, clearing all university debts, completing an "Authorization and General Release Form" and an optional "Exit Interview"

form. Supervisors will be held accountable for failure to receive these items from employees under their supervision who are exiting employment with the university.

The final clearance process also includes a section regarding employment information, references and recommendations. Employees authorize or choose not to authorize release of their records and information regarding work performance and personnel history on the Authorization and General Release form. Whenever potential employers, financial institutions, etc. request employment information, references or recommendations, the current practice of SE is to provide name, position and dates of service. By signing the document the employee permits SE to disclose additional personnel information and gives a release from liability for providing more than name, position and dates of service.

Supervisors are responsible for completing the "Employee Transaction Form" and submitting it to Human Resources prior to the employee's last day, with employee's letter of resignation attached. See Section 12.1.2 for more details.

4.15 KEYS

Keys shall be authorized for issue only to persons with a substantial need to lock/unlock specific facilities, and they shall be issued only after verification of administrative approval on a property executed "Key Request Form". Keys must be picked up in person at the physical plant office.

Keys remain university property, entrusted to the individual key holder for his/her exclusive use and should never be exchanged or loaned. No one has authority to produce, duplicate, or alter a university key, except the Physical Plant.

An employee is responsible for reporting any lost or stolen keys immediately to the department supervisor and the Campus Police office or the Physical Plant office. When a key is lost or stolen, the employee must pay a replacement charge of \$25. If the key is found after the \$25 has been paid, the money will be refunded if the building was not re-keyed as a result of the key loss. Unauthorized use or duplication of a key is cause for disciplinary action. (See Section 9.5, Disciplinary Violations.)

ALL KEYS MUST BE RETURNED TO THE UNIVERSITY KEY CONTROL OFFICE-NOT TO THE DEPARTMENT-DURING THE TERMINATION CLEARANCE PROCESS OR AT THE TIME OF JOB CHANGE, OFFICE RELOCATION, OR LOCK CHANGE.

For the department of Residence Life see internal department policies for key process.

4.16 IDENTIFICATION CARD / PARKING PERMIT

A university identification card is for campus use only and will be issued to employees at no cost to the employee. The employee should obtain an identification card within the first week of employment or at the time the employee completes the required payroll sign-up with Human Resources. Identification cards are issued by Campus Police. For service hours, call extension 2727.

The annual renewal of an identification card is done in the Library, extension 2932, or in the Business Office, extension 2851.

There may be a nominal fee charged for replacement of lost identification cards.

The identification card will admit, without charge, the employee and immediate family members residing at home to regular season home sporting events and other designated official university sponsored events. In addition, the identification card may be used for library privileges, use of the Wellness Center, and other recreational facilities.

The identification card does not authorize the holder to obligate the University in any manner.

Retiring employees should obtain a retiree identification card from the Campus Police Office.

4.17 PARKING PERMIT

All vehicles parked on university property must display the appropriate parking permit, which is available to employees free of charge at the Campus Police office. Vehicles with no permits found parking on campus will be ticketed.

As a courtesy to university visitors, certain parking areas have been designated for visitors only. Vehicles belonging to employees or students who violate visitor parking will be ticketed.

An employee who receives a citation should take it to the Business office (A101). A permit holder is responsible for all charges made against his/her permit number, regardless of the identity of the driver; therefore, employees are encouraged to remove parking decals from vehicles, which they no longer own. Cars parked in fire and handicapped zones may be towed at the owner's expense. Fines will be assessed for all parking and traffic violations. Please contact the Campus Police office for current fine rates (also signs are posted at various parking lot entry locations).

Most parking lots are free of charge. Paid parking lots are designated with signage. Anyone parking in a paid parking lot without proper authorization will be ticketed.

4.18 SOUTHEASTERN STAFF SENATE

Administrative, professional and support staff are members of the Southeastern Staff Senate. The organization was formed in the spring of 2000, then as the Southeastern Staff Association (SSA), but was reorganized as a Staff Senate in 2021. The Staff Senate has elected representatives from all areas of the University. The officers and senators meet once every month and all members of the staff are invited to attend the meetings.

The purpose of the Staff Senate is to strengthen the vision and goals of the University and to represent the interests of the staff of Southeastern Oklahoma State University. The functions of the Staff Senate include but are not limited to:

- Enhancing and enriching a professional relationship between staff and other University personnel in order to achieve the mission and goals of Southeastern Oklahoma State University.
- Providing a forum for the expression of concerns and ideas among staff and serving as a conduit for bringing staff concerns to administration.
- Responding to changes in technology, policy, federal and state regulations, economics and demographics by promoting staff training and development that will mutually benefit the individual member as well as the institution.
- Interacting and working with other representative bodies and councils at the University.
- Providing staff recognition services

Please visit the Staff Senate webpage at www.se.edu/staff-senate for information on current officers and representatives, standing and ad hoc committees, monthly meeting schedules, etc.

4.19 TELEWORK POLICY

This Policy applies to Southeastern Oklahoma State University "SE" (the University). It applies to all eligible employees (faculty and staff) of the University.

4.19.1 Purpose

The purpose of this Policy is to allow employees to work at approved alternate work locations for all or part of their work week. Telework can improve productivity and job performance as well as promote administrative efficiencies, support continuity of operations plans, and sustain the recruitment and retention of a highly qualified workforce by enhancing work/life balance.

4.19.2 Definitions

Alternate Work Locations: Approved locations, other than the employee's assigned campus workplace, where official University business is performed. The most common alternate work location is the home of employee, subject to the approval described in this policy.

Telework: A work arrangement where the employee enters into a formal agreement (Telework Agreement) with the University to perform his/her usual job duties in an alternate work location at least one day per work week or on an as-needed basis agreed upon by the University and the employee.

Telework Agreement: A formal document memorializing the agreement and Performance Plan between the employee and the University for an employee to perform his/her usual job duties from an alternate work location at least one day per work week or on an as-needed basis agreed upon by the University and the employee.

Performance Plan: A written document memorializing performance expectations and goals for the telework employee.

4.19.3 Policy

Telework is a work alternative that is appropriate for some employees and some jobs but not all employees and all positions. No University employee is entitled to or guaranteed the opportunity to telework. Certain categories of positions are generally considered ineligible for telework. Whether a particular employee may telework is a decision made on a case-by-case basis taking into consideration an evaluation of the likelihood of the employee succeeding in a telework arrangement as well as an evaluation of the supervisor's ability to manage the remote employee. In consultation with Human Resources, evaluations will be performed by the employee's supervisor.

Telework arrangements can be for partial telework; for example, telework one or two days per week.

Employees who are approved for telework will be required to sign a Telework Agreement.

All telework employees are expected to perform essentially the same work that they would in the campus workplace, in accordance with the same performance expectations and in accordance with the terms of the Telework Agreement. Telework Agreements may be established for a long-term or short-term period. All Telework Agreements will be reviewed/renewed on at least an annual basis or, at the discretion of the telework employee's supervisor, a shorter time interval.

An employee's classification, compensation, and benefits will not change solely on the basis that the employee is approved for telework.

The University may establish telework as a condition of employment based on the University's business needs. In such cases, this requirement should be included when the position is advertised and in correspondence offering employment documentation. Employees who are originally hired for a position designated as telework in their job description shall expect continued telework approval as long as their performance evaluations are satisfactory.

Generally, employees who are telework participants will not receive inclement weather leave due to campus closure as they are not working on campus. During inclement weather events that do impact the location of telework participants or their ability to perform work telework participants will be expected to work in collaboration with their supervisor to determine their working status. Faculty who are remote that are teaching hybrid-zoom formats with set virtual meeting times will be instructed by Academic Affairs of any cancellations if this information is not specific in official University announcements.

In the event of a pandemic or other emergency, the University may institute "social distancing" telework policies. In other words, employees may be directed to stay away from the campus workspace. Those employees should be directed to work from home when possible. In these emergency circumstances, the University may waive the requirement for completing a Telework Agreement, and telework could be deemed to be a condition of employment for the duration of the emergency.

This Telework Policy will be reviewed as necessary for any necessary updates.

4.19.14 Eligible Positions and Employees

Supervisors, in consultation with Human Resources, will evaluate the nature of a position and how the work is performed to determine which positions are appropriate to designate or approve for telework. Supervisors and Human Resources will take into consideration certain factors in determining the feasibility of telework, including the University's ability to supervise the employee adequately and whether any duties require use of equipment or tools that cannot be replicated at home. Other critical considerations include but are not limited to whether:

1. There is a need for face-to-face interaction and coordination of work with other employee;
2. In-person interaction with outside colleagues, clients, or customers is necessary;
3. The position in question requires the employee to have immediate access to documents, certain equipment or other information located only in the campus workplace;
4. The Telework Arrangement will impact service quality or University operations, or increase workload for other employees;
5. The position can be structured to be performed independently of others with minimal need for support and little face-to-face interaction. Typically, a position being designated as telework-eligible indicates that partial rather than full-time telework is feasible. Human Resources, in consultation with the departments, will identify broad categories of positions that will generally be considered not eligible for telework and will require evaluation on a case-by-case basis. These categories include but are not limited to direct service and location-specific positions, such as police officers; grounds workers; facility trades workers (e.g., plumbers, electricians, and HVAC technicians); custodial workers; receptionist/secretarial positions; front

desk attendants; library circulation and support staff; librarians; IT direct support positions; and environmental, health and safety staff. This list of positions is not exclusive.

If an employee requests approval for telework, the supervisor in consultation with Human Resources, will determine whether the employee is eligible.

Generally, the following conditions must be met to approve an employee for telework:

1. Telework is not granted or approved until approved by the Vice President and President.
2. The employee has no active formal disciplinary actions on file for the current or immediately preceding review period;
3. The employee has a demonstrated ability to work productively on his/her own and is self-motivated and flexible; and
4. The employee received at least a satisfactory evaluation in the previous evaluation cycle.
5. The employee has provided confirmation that the alternate work location is in an acceptable location, has the space and electrical/utility access necessary for the job requirements and meets University guidelines.
6. Supervisors must ensure that telework decisions are made for appropriate, non-discriminatory reasons.

If an employee requesting telework falls within a category generally ineligible for telework, the supervisor must articulate within the employee's Performance Plan how the employee will complete his/her job duties from an alternate work location. Human Resources will evaluate all requests on a case-by-case basis, considering all relevant information, and determine whether the request can be approved.

Given the inherent flexibility of faculty work, in both schedule and location, a telework agreement will not be required for faculty who maintain regular face to face office hours on campus in accordance with the APPM 4.9.2. The existence of a Telework Policy does not alter the current process of modality delivery decisions.

4.19.15 General Expectations and Conditions

Compliance with Policies

Employees must agree to comply with University rules, policies, practices, instructions, and acknowledge understanding that violation of such may result in the termination of the telework arrangement and/or disciplinary actions up to and including termination. Employees who telework are subject to the same policies as non-telework employees. This includes policies relating to information security and data protections described in item V.h below.

Hours of Work

The total number of hours that telework employees are expected to work will not change solely on the basis of the alternate work location. The University expects the same level of productivity from telework employees that it expects from employees at the university workplace. Telework employees who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) will be required to record all hours worked in a manner designated by the University. Hours worked in excess of those specified in the Telework Agreement require the advance written approval of the supervisor. Telework is not intended to serve as a substitute for child or adult care during structured work time. Supervisors may require employees to commute to their university work location as needed for work-related meetings or other events with adequate notice. Supervisors may schedule to meet with the telework employee in their alternate work location as needed to discuss work-related issues. Except in cases of emergency, visitation for any purpose to an employee's alternate work location will be made by no fewer than two (2) University personnel (see section VII.e). Failure to maintain agreed upon work hours will result in return to the University work location or further discipline.

Work Assignments and Supervision.

i. The telework employee and his/her supervisor shall mutually agree upon modes of communication (i.e. telephone, email, Zoom, Microsoft Teams, etc.).

ii. The employee may be required to commute to the University workplace to attend departmental meetings or work-related events in person. Such expectations should be included in the telework agreement. Commuting expenses incurred by the employee are his/her responsibility and are not subject to reimbursement claims.

d. Use of Leave. Employees cannot use telework in place of annual leave, sick leave, personal leave, Family and Medical Leave, Workers' Compensation leave, or other types of leave. Time taken off during assigned telework hours must be reported, in accordance with department and University requirements.

e. Liability. As a term of the telework arrangement, the University assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed upon work hours or for injuries that occur during working hours but do not arise out of and in the course of employment. The University also assumes no liability for damages to an employee's real or personal property resulting from participation in the telework program. It is the telework employee's responsibility to provide any notice necessary to the employee's home-owners insurance provider and to pay any additional charges for coverage. The University will not pay or reimburse for these or related costs.

Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations, as described in the Telework Agreement. Employees who telework must agree to practice the same safety habits they would use in the campus workplace and to maintain safe conditions in their alternate work locations.

Employees must follow normal procedures for reporting illness or injury.

To ensure safe working conditions exist, employees may be asked to provide photographs or video inspection of the work location. If concerns about appropriateness of the work location are not adequately addressed by photo or video inspection, the department retains the right to make on-site visitation of the alternate work location. Except in cases of emergency, visitation for any purpose to an employee's alternate work location will be made by no fewer than two (2) University personnel (see section VII.e). Telework employees who have questions regarding the safety of their alternate work location may contact their supervisor for further direction.

f. Equipment and Materials. The University will provide equipment and materials it determines are needed by telework employees to effectively perform their duties.

University technology equipment must be requested through Information Technology by the supervisor. For more information and guidelines concerning the availability and use of university technology equipment for teleworking please visit

<https://it.se.edu>. Office supplies will be provided by the department; however, out-of-pocket expenses for supplies the employee purchases that are normally available in the campus workplace will not be reimbursed. The department shall not provide office furniture. If locking file drawers or cabinets are a requirement for the employee's assigned tasks, the employee shall acquire the locking drawer or cabinet prior to beginning telework. Telework employees will use University-owned equipment only for legitimate University business purposes. Telework employees are responsible for protecting University-owned equipment from theft, damage and unauthorized use. The University will maintain, service, and repair University-owned equipment used in the normal course of employment. However, University IT personnel will not commute to an employee's alternate work location to install, repair, or maintain University technology equipment. If repair or maintenance of University technology equipment becomes necessary and it cannot be accomplished via the use of remote access tools, the employee will be required to bring the equipment to the campus workplace for repair.

NOTE: University technology equipment that is provided must be approved by Information Technology and documented on the device inventory form and attached to the Telework Agreement. Technology equipment available for telework purposes is limited, and there can be no guarantee as to its availability.

g. Costs of Telework. The University is not obligated to assume responsibility for operating costs, home maintenance/utilities, internet service, or other costs incurred by telework employees in the use of their homes or other spaces as alternate work locations.

h. University Information. Employees must safeguard University information used or accessed while teleworking in accordance with SE's applicable Information Technology, HIPAA, and FERPA policies. A telework employee who will work with confidential or proprietary information of materials, as defined by the University, at their alternate work locations, will have this indicated on their telework agreement. Telework employees must agree to follow University-approved physical and technical security procedures in order to ensure confidentiality and security of such information.

VI. Telework Agreement

Telework must be documented and approved through a Telework Agreement, except in the case of faculty as mentioned above in Section IV. The Telework Agreement establishes the specific conditions that apply to employees working in alternate work locations, including those required by this Policy. The Telework Agreement must be approved and signed by the Vice President/President (depending on supervisory channel), employee's supervisor, and Human Resources.

Faculty will need to additionally provide an attachment with a brief narrative agreement

between the faculty member and their department chair as to how the faculty member will accomplish teaching, research and service goals outlined in the faculty member's development plan. It is recommended that the narrative also include how the chair will communicate with the faculty member to assess progress towards those goals.

Telework agreements, for those employees not designated as Telework in their job description, may be for one semester. Renewal is not guaranteed; the telework arrangement, employee performance and other circumstances will be considered by the supervisor in determining whether to renew the Telework Agreement.

a. Denial, Modification or Termination of the Teleworking Agreement. The supervisor, in consultation with Human Resources, may deny, modify, or terminate the Telework Agreement before the end of the specified term for performance concerns, changing operational needs or any other non-discriminatory reason. The employee may also terminate the Telework Agreement at any time, unless it was a condition of employment or is in response to an ongoing emergency.

b. Appeals Process: Should an employee wish to appeal a decision regarding telework made by the university those appeals will be directed to the final approvers, Vice President and President.

c. Pre-existing Telework Arrangements. This Policy replaces any previous telework policies. All existing Telework Agreements (verbal or written) for employees must be resubmitted and approved using this updated Policy and Agreement. It is not necessary for an employee with an 'Exempt' classification to enter into a Teleworking Agreement in order to conduct routine work activities outside of normal business hours (examples may include email, telephone communications, report completion, etc.)

d. Indemnification. As a condition of telework, the telework employee must agree to defend, indemnify, and hold harmless the University, from and against any and all claims, demands or liability (including any related losses, costs,

expenses, and attorney's fees) resulting from, or arising out of injury to or death of the employee or a third party including, but not limited to, the employee's family members caused directly or indirectly by the employee's willful misconduct, negligence, or omissions relating to his/her duties and obligations under the Telework Agreement, except where such claims, demands, or liability arise solely from the University's negligence. This provision, or one substantially similar, must be included in all Telework Agreements under this Policy.

VII. Work Standards/Performance

- a. Employee will meet with supervisor to receive assignments and to review completed work as necessary or appropriate, as determined by the supervisor.
- b. Employee will complete all assigned work according to work procedures mutually agreed upon by employee and supervisor, and according to guidelines and expectations stated in the employee's Performance Plan.
- c. Supervisor will evaluate employee's job performance according to the employee's Performance Plan.
- d. Employee agrees to perform his/her work duties only at suitable alternate work locations that allow the employee to safely and appropriately complete their work. The supervisor may request that the employee document the remote work location through photos, video or other means.
- e. Employee agrees that the University may inspect the alternate work location for purposes such as investigating reported work-related accidents or injuries, and as otherwise agreed to or described in the Telework Agreement and/or the Telework Policy. In addition, employee acknowledges that while the University may provide the employee notice of such inspection, it need not do so in cases of emergency. Except in cases of emergency, visitation for any purpose to an employee's alternate work location will be made by no fewer than two (2) University personnel and the employee will be given at least 24 hours' notice to include the names and titles of those making the visit. If the alternate work location is the employee's home, employee agrees to maintain his/her home in a safe manner.
- f. Employee will remain in contact with supervisor, co-workers, students and/or other constituents and is expected to be responsive and complete assignments and follow through on commitments and tasks in a timely manner and within established deadlines.
- g. This Telework Agreement is not intended to be a replacement for child or parental daycare. Employee agrees to ensure that appropriate dependent care is available during structured telework hours if needed.

VIII. Compensation/Benefits

- a. As provided by the Telework Policy, the employee's classification, compensation, and benefits, including leave accrual rates, will not change solely on the basis of telework.
- b. For non-exempt employees, overtime must be approved in advance by employee's supervisor. Employee will be paid overtime in accordance with applicable law and University Policy. Employee agrees that failing to obtain proper written approval for overtime work may result in termination of this Telework Agreement as well as other appropriate disciplinary action.
- c. Employee agrees to follow established University procedures and policies regarding requesting and using applicable leave.

IX. Equipment/Expenses

- a. If employee borrows University equipment for purposes of approved telework, he/she agrees to protect the university-owned equipment in accordance with the reasonable person standard and with University Policy and guidelines. University equipment will be serviced and maintained by the University. Employee will notify University immediately if the equipment is damaged, lost, or stolen.
- b. University will not be liable for damages to employee's personal or real property during the course of employee's work at the alternate work location or while using University equipment in the employee's alternate work location.
- c. The University is not responsible for operating costs, home maintenance/utilities, internet service, or other costs incurred by telework employees in the use of their homes or other spaces as alternate work locations.
- d. Supervisor will ensure that any University-owned office equipment checked out to employee is documented on the device inventory form. University technology equipment (i.e. laptop, printer, scanner, etc.) that is provided must be approved by Information Technology and documented on the device inventory form and attached to the Telework Agreement. For more information and guidelines concerning the availability and use of University technology equipment for teleworking please visit <https://it.se.edu>.

X. Safety

- a. Employee is covered by the appropriate provisions of the Oklahoma Workers' Compensation Program, as appropriate, if injured while performing his or her job duties at the campus workplace and the alternate work location.
- b. Employee agrees that the alternate work location is safe and free from hazards and also agrees to allow Environmental Health & Safety department personnel to inspect the alternate work location upon request at a time agreed to by the Environmental Health & Safety department and the employee. Except in cases of emergency, visitation for any purpose to an employee's alternate work location will be made by no fewer than two (2) University personnel (see section VII.e).
- c. Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury occurring in the course and scope of employee's duties at the alternate work location.
- d. Supervisor will notify Human Resources and will investigate all accident and injury reports immediately following notification.

XI. Confidentiality/Security

a. Employee will apply approved safeguards to protect SE records from unauthorized access, disclosure, or damage and will comply with all University Information Technology, HIPAA, and FERPA policies.

5. EMPLOYEE BENEFITS

Southeastern Oklahoma State University provides several benefits to employees which are paid by the employer. For specific coverage questions, please contact Human Resources.

5.1 EMPLOYER-PAID INSURANCE

These benefits are provided to all regular employees and faculty working 75% FTE (full-time equivalent) or more.

5.1.1 Health Insurance

Coverage for health insurance is effective the first day of the month after employment begins. If employment begins the first working day of the month, coverage is effective the first of the following month. Dependent coverage is available at the employee's expense.

In certain instances where coverage under the plan would otherwise end, insurance (health, dental and vision) may be continued through the Consolidated Omnibus Budget Reconciliation Act (COBRA). Reasons for the employee to continue are specified in the contract of insurance but include termination of employment (except for gross misconduct) or change from full-time to part-time employment. Reasons for a dependent spouse to continue coverage include the death of the employee, termination of the employee, change from full-time to part-time employment, divorce, legal separation, or the employee becoming eligible for Medicare. If an otherwise eligible child becomes ineligible due to any of these same reasons, or due to age requirements, that child is also eligible to continue coverage. Please contact Human Resources for additional information.

5.1.2 Life Insurance

Coverage effective date is the same as health insurance. Coverage equals the annual base salary, multiplied by two and rounded up to the nearest thousand to the maximum coverage of \$250,000 subject to limits set within the policy. Coverage is reduced after employee's 65th, 70th, and 75th birthdays.

Additional life insurance coverage, paid by the employee, is available. Contact Human Resources for more information.

5.1.3 Long-term Disability Insurance

Coverage effective date is the same as health insurance. Benefits are integrated with worker's compensation insurance, social security, and Oklahoma Teachers' Retirement System disability benefits so as to not exceed 60% of monthly base income. There is a 180-calendar day elimination period before benefits begin with the Core Plan, and an optional 90-calendar day elimination period, the Buy-Up Option, at a minimal cost to the employee through payroll deduction.

Medical, vision and life insurance for the eligible employee will continue for up to six months after long-term disability is approved and benefits commence. Life insurance may continue by a waiver of premium with the physician's statement certifying the disability if an active member becomes totally disabled while insured under the group policy and before the member's 60th birthday. Contact Human Resources for further information.

5.2 INSURANCE PREMIUMS DURING SUMMER MONTHS

As a fringe benefit, regular full-time employees who are not working during the summer but have appointments or intend to return to work in the fall, will be covered by insurance (those policies normally paid for by the University) during that time.

5.3 RETIREMENT

An employee should contact Human Resources three to six months prior to his/her planned date of retirement.

5.3.1 Social Security

Every employee will participate in Social Security as provided by law.

5.3.2 Oklahoma Teachers Retirement System

Participation in the Oklahoma Teachers Retirement System (OTRS) is mandatory for classified employees. Participation by all other eligible employees is optional. Southeastern will contribute 7% of all wages + fringe benefits for both optional and mandatory members of OTRS.

5.3.3 Supplemental Retirement Annuity

Regular full-time employees hired prior to July 1, 1995, may qualify for a Regional University System of Oklahoma (RUSO) supplemental retirement annuity to be paid by Southeastern Oklahoma State University. For further information, please contact Human Resources for vesting requirements and calculations.

5.3.4 Insurance

The University abides by the Regional University System of Oklahoma (RUSO) Retirement Insurance Policy for employees qualifying at the time of retirement: "For a retiring employee who has been employed full-time in the Regional University System of Oklahoma for not less than ten (10) years immediately preceding the date of retirement, and has been a member of the OTRS during that time, and has elected to receive a vested benefit under the provisions permitted by the OTRS laws, the employing university will contribute to benefits for eligible retiring employees as follows:

1. For eligible retiring employees who retire on or before September 23, 2016, the employing university shall continue to offer such retiring employee a group health benefit and a group life insurance benefit for which the employing university shall pay 100% of the premiums for the retiring employee through the month in which they become Medicare eligible or age 65, whichever comes last.
2. For eligible retiring employees who retire after September 23, 2016, the employing university will pay the same value towards the premium for the employees retiring after September 23, 2016 as it pays for its current active employees and the retiring employee may also elect to pay additional benefits.

Regardless of the retirement date, the eligible retiring employee shall have the option of continuing, at his or her own cost, group health insurance and life insurance for his or her dependents-This policy does not apply to any employee hired on or after July 1, 2009.

5.4 OPTIONAL BENEFITS

Southeastern Oklahoma State University also offers several optional benefits to be paid by the employee. Contact Human Resources for current information on optional benefits, including tax-deferred annuity programs – 403(b), 457(b).

5.5 WORKERS' COMPENSATION INSURANCE

All university employees are covered by workers' compensation insurance. Health expenses directly attributable to the performance of compensable work for the University are covered under this program. There is no enrollment required. The cost of the premium is paid entirely by the University.

After first notifying his/her supervisor of the injury and Human Resources, an employee may seek medical treatment (except in case of an emergency) at an approved facility. Also, once medical treatment has been completed, the employee should contact his/her supervisor to report the physician's findings. (See Section 7.2, Workers' Compensation for additional information.)

5.6 UNEMPLOYMENT COMPENSATION

The University is self-insured with the Oklahoma State Employment Security Commission to provide Unemployment Compensation benefits for eligible terminated employees or those who are laid off. Information concerning

Unemployment Compensation can be found by visiting the Unemployment Insurance section of the Oklahoma Employment Security Commission website or by visiting a local Workforce Oklahoma office.

Remote employees should contact Human Resources with questions regarding unemployment compensation.

5.7 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

All university employees are covered for liability up to \$1,000,000 for bodily injury, \$175,000 per person for any loss other than property, and \$25,000 for property damage while operating a university automobile or while operating a personal vehicle on official university business. There is no enrollment required. The cost of the coverage is paid by the University.

5.8 EDUCATIONAL ASSISTANCE AND ENROLLMENT OF EMPLOYEES IN UNIVERSITY COURSES

The tuition waiver covers only tuition (in accordance with OSRHE policy), not fees, books or any taxes. In compliance with current IRS tax law, the University paid portion of IRS-defined graduate level courses/fees may be considered taxable income. The waiver is based on a maximum dollar amount instead of credit hours. Every eligible employee is allocated \$5,000 per year, with a limit of \$2500 per semester. Visit <https://www.se.edu/employee-tuition-waiver/> for full details.

5.9 CHANGE OF EMPLOYEE INFORMATION

Change of address, telephone number, marital status, number of dependents, beneficiaries, etc., are to be promptly reported to Human Resources.

5.10 WELLNESS POLICY

5.10.1 Southeastern Oklahoma State University supports and promotes Wellness Programs on campus. Through Wellness Programs and Initiatives, SE provides opportunities to enhance wellness across campus. SE encourages and supports wellness programs that will lengthen life, enhance the health of employees, improve morale, and increase productivity.

5.10.2 Workplace Wellness Program

Southeastern recognizes that the key elements of a healthy workplace include physical environment, health practices, social environment, and personal resources. SE will provide a healthy workplace by providing a healthy and safe physical work environment, facilitating employees' own efforts to make improvement in their health practices, providing a social environment supportive of employee well-being, and providing support for a healthy workplace.

5.10.3 Wellness Committee

The committee will be responsible for establishing the program's strategic direction as well as monitoring the Campus Wellness Programs to ensure their success rate and determining what changes to make to enhance the Wellness Programs. The committee will plan and coordinate healthy workplace activities on campus.

5.10.4 Wellness Committee Members

The committee will include Southeastern Employees, both Faculty and Staff, on a volunteer basis. Standing committee members will include Benefits Specialist, Human Resources Representative, and Director of Student Wellness Services. The committee will meet on a quarterly basis.

5.10.5 Wellness Committee Roles and Responsibilities

The Wellness committee will:

- Develop and implement wellness initiatives to address the needs of our employees
- Encourage and actively seek input from employees in regards to wellness needs
- Familiarize and educate employees regarding the wellness benefits available to them
- Keep employees up-to-date on Healthy Workplace Activities and programs through regular communication
- Support and encourage employees involvement in the Wellness Program
- Participate in the Wellness Programs offered by SE

6. SERVICES

6.1 AMERICANS WITH DISABILITIES ACT (ADA)

6.1.1 Policy on Services for Individuals with Disabilities

General Policy

Southeastern Oklahoma State University complies with the Americans with Disabilities Act (ADA) and the Rehabilitation Act of 1973, Section 504 which states, "No otherwise qualified person with a disability in the United States...shall, solely on the basis of disability, be denied access to, or the benefits of, or be subjected to discrimination under any program or activity provided by any institution receiving federal financial assistance."

Definition of a person with a disability: A "person with a disability" is someone with an impairment that substantially limits one or more major life activities.

1. The Campus Coordinator, extension 3036, assumes responsibility for seeing that the University is properly interpreting federal regulations requiring that the University take such steps as are necessary to ensure that no individual with a disability is denied the benefits of, excluded from participation in, or otherwise subjected to discrimination because of the absence of reasonable accommodations.
2. To request accommodations for any public program or service at Southeastern, consult the Civil Rights and Title IX policy in the appendix at the end of this handbook.

Policy for Students

Students should complete the steps listed below well in advance of the anticipated need for services and accommodations to allow for a reasonable period of time in which to evaluate those needs and requests:

1. Students must be admitted to and/or enrolled in the University to request accommodations.
2. Students requiring accommodations should first contact the Coordinator of Student Disability Services located in the Student Union, Room 328. All students should be prepared to provide documentation of disabilities and needs. Documentation is subject to verification by the University
3. Requests that require special funding, such as a need for specific software, adaptive equipment, memberships to the Recording for the Blind and Dyslexic (RFB&D), etc., will be assessed for possible resources that might already provide for the request, such as Oklahoma Department of Rehabilitation Services (DRS), Texas Rehabilitation Commission (TRC), Texas Department of Assistive and Rehabilitative Services (DARS), RFB&D, etc. If not duplicating an available resource, the University will provide reasonable accommodations for the documented request.
4. In conjunction with the faculty consultant, the Coordinator of Disability Services will make a case-by-case determination of the student's educational need for any requested auxiliary aids, accommodations, and/or other special services determined to be necessary. These services, and equipment (if deemed appropriate), will be provided at no cost to the student.

Policy for Faculty, Staff, and Job Applicants

Faculty and staff and/or job applicants who need accommodations should contact the Coordinator of Disability Services in the Student Union, Room 328. The Coordinator of Disability Services will verify the disability, make a case-by-case determination of need, and arrange for reasonable accommodations at no cost to the individual. Requests for accommodations should be made well in advance of the anticipated need in order to allow for a reasonable period of time in which to evaluate those needs and requests.

Grievance Procedures for Students

Students who believe that they have experienced discrimination on the basis of a disability can seek resolution through the University's discrimination grievance procedure. Information and consultation on these procedures are available through the Coordinator of Disability Services.

Grievance Procedures for Faculty and Staff

Faculty who feel aggrieved may reference the Faculty Grievance Policy in the Academic Policies and Procedures Manual. Staff who believe they have experienced discrimination based on a disability may seek resolution through the Employee Complaint Policy in the Employee Handbook (PDF). Faculty and staff should contact the Coordinator of Disability Services.

6.1.2 ADA Policy for Services at Higher Education Campuses and Sites

Southeastern Oklahoma State University and all Higher Education Centers or other sites affiliated with SE will comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504 which states, "No otherwise qualified person with a disability in the United States...shall, solely on the basis of disability, be denied access to, or the benefits of, or be subjected to discrimination under any program or activity provided by any institution receiving federal financial assistance."

A collaborative effort between the SE Coordinator of Disability Services, the SE Administrative Coordinator for Higher Education Centers, the Directors of the Higher Education Centers, and site ADA Compliance Officers will assure that the University, Higher Education Centers, and other sites are taking necessary steps to ensure that no qualified student with a disability is denied the benefits of, excluded from participation in, or otherwise subjected to discrimination while enrolled in any SE course. Any student enrolled in SE classes and needing disability services should contact the SE Coordinator of Disability Services, the specific Higher Education Director, or the ADA Compliance Officer at each site for assistance.

A "person with a disability" is someone with an impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. A qualified employee or applicant with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the job in question.

Policy for Students

Students enrolled in SE classes at a Higher Education Center or other site should complete the steps listed below well in advance of the anticipated need for services and accommodations to allow for a reasonable period of time in which to evaluate and implement those needs and requests:

1. Students must be admitted to SE classes at a Higher Education Center or other site before requesting accommodations.
2. Students requiring accommodations should first contact the SE Campus Coordinator located on each Higher Education Campus or the main campus ADA Compliance Officer, the Coordinator of Disability Services. Documentation of disabilities and needs may be required and subject to verification.
3. In conjunction with the Coordinator of Disability Services, the University will make a case-by-case determination of the student's need for any requested auxiliary aids, accommodations, or special services determined to be necessary.
4. The Director of the Higher Education Center or the on-site ADA Compliance Officer, the Coordinator of Disability Services will address all accommodations which affect the physical structure, furnishings, or equipment.

Policy for Faculty, Staff, and Job Applicants

Faculty and staff and/or job applicants who need accommodations should contact the Coordinator of Disability Services in the Student Union, Room 328, who will verify the disability, make a case-by-case determination of need, and arrange for reasonable accommodations at no cost to the individual. Requests for accommodations should be made well in advance of the anticipated need in order to allow for a reasonable period of time in which to evaluate those needs and requests.

Student Grievance Procedures

Students who believe that they have experienced discrimination on the basis of a disability can seek resolution through the University's discrimination grievance procedure.

Please consult the University's Civil Rights and Title IX Policy, Section 5, in the appendix of this handbook.

Grievance Procedures for Faculty and Staff

Faculty who feel aggrieved may reference the Faculty Grievance Policy in the SE Academic Policies and Procedures Manual (PDF). Staff who believe they have experienced discrimination based on a disability may seek resolution through the Employee Complaint Policy in the SE Employee Handbook (PDF).

6.1.3 ADA Policy for Service Animals

Please consult the University's Civil Rights and Title IX Policy, Section 5, in the appendix of this handbook.

6.1.4 ADA Policy for Dual Enrollments or Project Agreements

Southeastern Oklahoma State University (SE) and other colleges and universities affiliated with SE's campus through dual enrollments or agreements will comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504 which states, "No otherwise qualified person with a disability in the United States...shall, solely on the basis of disability, be denied access to, or the benefits of, or be subjected to discrimination under any program or activity provided by any institution receiving federal financial assistance."

A collaborative effort between institutions including Campus ADA Coordinator and Academic Vice Presidents will assure that no qualified student with a disability is denied the benefits of, excluded from participation in, or otherwise subjected to discrimination based on disability while enrolled in any course on SE's campus. Any student needing disability services or accommodations, who is enrolled in classes offered by another institution yet housed on SE's campus, should contact the Campus ADA Coordinator of the enrolling institution for assistance.

A "person with a disability" is someone with an impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. A qualified employee or applicant with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the job in question.

Policy for Students

Students enrolled in classes through another institution on SE's campus should complete the steps listed below well in advance of the anticipated need for services and accommodations to allow for a reasonable period of time in which to evaluate and implement those needs and requests:

Students must be admitted to SE before requesting accommodations.

1. Students requiring accommodations should first contact the Campus ADA Coordinator for the enrolling institution (contact SE's Academic Affairs located in the Administration Building, Room 307, (580) 745-2200 for other institutions' Coordinators' offices.) For SE classes, contact the Coordinator of Disability Services, Student Union, Room 328. Documentation of disabilities and needs may be required and subject to verification by the sponsoring institution(s).
2. In conjunction with the appropriate Coordinator of Student Disability Services, the enrolling institution will make a case-by-case determination of the student's need for any requested auxiliary aids, accommodations, or special services determined to be necessary. These services will be provided at no cost to the student; however, when more than one institution is involved and costs are incurred for specific accommodations, those costs shall be provided by the enrolling institution for each particular class.

3. The SE Campus ADA Coordinator will address all accommodations which affect the physical structure, equipment, or furnishings of SE's campus.

Policy for Employees of Other Institutions

Employees of other institutions who are housed on SE's campus and need accommodations should contact the sponsoring institution's Coordinator of Disability Services who will work to provide accommodations, if appropriate. Employees who feel aggrieved may reference grievance procedures in each institution's Employee Handbook (PDF).

Policy for Faculty, Staff, and Job Applicants

Faculty and staff and/or job applicants who need accommodations should contact the Coordinator of Disability Services to request disability accommodations. The Campus ADA Coordinator will verify the disability, make a case-by-case determination of need, and arrange for reasonable accommodations at no cost to the individual. Requests for accommodations should be made well in advance of the anticipated need in order to allow for a reasonable period of time in which to evaluate those needs and requests.

Student Grievance Procedures

Please consult the University's Civil Rights and Title IX Policy, Section 5, in the appendix of this handbook.

Grievance Procedures for Faculty and Staff

Faculty who feel aggrieved may reference the Faculty Grievance Policy in the Academic Policies and Procedures Manual (PDF). Staff who believe they have experienced discrimination based on a disability may seek resolution through the Employee Complaint Policy in the Employee Handbook (PDF).

6.2 EMERGENCIES

In the event of any emergency, call 911 for the ambulance and fire department. Contact the campus police at extension 2911 (from off-campus at 745-2727). Non-emergency off-campus numbers are as follows:

Police Department	580-924-3737
Bryan County Sheriff	580-924-3000
Oklahoma Highway Patrol	580-916-4810
Fire Department	580-924-2358
Hospital	580-924-3080

The university nurse is available during the workday for employee or student emergency needs.

6.3 HEALTH & WELLNESS SERVICES

The University provides some health services for students, faculty, and staff. The health services center is located in The Glen D. Johnson Student Union. For additional information regarding availability of services, call extension 2867.

The Wellness Center is available to all faculty and staff with their currently validated campus identification. Services offered in the Wellness Center include a walking track, basketball gym, racquetball room, intramural sports, fitness classes and equipment. For additional information contact 580-745-2988.

Athletic Facilities are scheduled through the Office of the Director of Athletics, extension 2250. Paul Laird Field and the Bloomer Sullivan Arena are available for use from Sunrise to 10 PM daily with the exception of scheduled athletic practices, contests and/or scheduled events. Other athletic facilities are available by reservation only.

6.4 UNIVERSITY FOOD SERVICES

All university employees and their families are welcome to use any university dining facilities. Catering services for functions held both on and off the campus are available through SODEXO. For additional information, call extension 2826.

Employees may purchase a meal plan through the Business Office, Administration Building Room 101 or by calling 580-745-2851.

6.5 TELEPHONE SYSTEM

The campus telephone system is designated for conducting business between departments, locally or with long distance. Employees are asked to limit personal calls to a minimum. Please call the telecommunications office at extension 2102 for instructions and additional information.

6.6 LOST AND FOUND

Campus Police shall serve as the location for the storage and disposition of personal items found on campus. If not claimed in a campus office by the end of the workday, all items should then be forwarded to Campus Police. Each department supervisor should contact Campus Police to notify them of items being held during this interim period. The Campus Police personnel will hold items of value for 60 days.

7. ON-THE-JOB INJURIES

7.1 SAFETY

“Safety” and “Accident Prevention” are broad terms used to describe such concepts as fire prevention, injury prevention, and environmental protection. No phase of administration or operation is of greater importance than accident prevention. All levels of university administration and all employees have a primary responsibility for the safety and well-being of the campus community. If safety rules are violated, disciplinary actions will be taken, not to exclude termination. Despite all efforts to promote safety, accidents may occur; when they do, the procedure described below must be followed.

7.2 WORKERS' COMPENSATION

7.2.1 Information

On-the-job injuries are governed by the Workers' Compensation Act. Employees may contact Human Resources for information concerning their rights under this act. An employee injured on the job to any extent should report immediately to his/her supervisor. The supervisor is required to call Human Resources immediately to report the nature of the injury, and to receive further instructions.

Medical treatment is to be administered by the Urgent Care Clinic of Durant for non-emergency injuries occurring during the workday. Off-campus sites contact Human Resources for facility information.

In cases of serious injuries, Campus Police office (extension 2911) and Health and Wellness Services office (extension 2867) should be contacted immediately. Also, if injuries are serious, the employee should be transported by ambulance to the nearest available emergency health care treatment center.

In cases of injuries incurred after 5 p.m., contact campus police office (extension 2911 or non-emergency 2727) who will in turn assess the situation and respond accordingly. This may include calling the ambulance service, fire department rescue unit, etc.

7.2.2 Documents Required

The following forms are required when filing a Workers' Compensation claim and are available in Human Resources or on the Human Resources website:

Employee

- Occupational Injury or Illness Report (Employee & Supervisor)
- Consent for Release of Protected Health Information
- Mandatory Medicare Reporting Requirement Form
- Sick/Annual Accrued Leave Election Form
- Return to Work Release from attending physician (if any work was missed)

Supervisor

- Medical Care Authorization Form (Supervisor or HR)
- Injured Worker First Fill Prescription Form
- Obtain Witness/Co-Workers Statement (if applicable)

Human Resources Representative

- CC-Form 2 - Employer's First Notice of Injury
- OK Form 301 – Injury & Illness Report Case Information

The employee should take a “Medical Care Authorization” for medical treatment and an Injured Worker First Fill Prescription form, (available from Human Resources or website) when reporting to Urgent Care Clinic of Durant. This authorization will assure the employee is not charged a fee for services rendered and provides the physician the address of the Workers' Compensation Insurance Company, Consolidated Benefits Resources, L.L.C. (CBR). Should it be impossible for the employee to take the authorization at the time of the injury, he/she should make the physician aware that it was an on-the-job injury, and that the proper authorization will be provided. The “Occupational Injury or Illness Report” should be completed by the employee and the supervisor the day of the incident (within 24 hours or as soon as the employee is able) and forwarded to Human Resources. The employee should complete the remainder of the forms listed above and submit them to the Human Resources representative for prompt processing. The cause of the accident must be investigated, and steps taken to prevent recurrence.

An injured employee must obtain authorization from the Workers' Compensation carrier before changing physicians or health care facilities after initial treatment. If authorization is not obtained prior to receiving services, the employee may be responsible by law for payment of the bill.

The OK Form 301 – "Injury & Illness Report"-Case Information and the CC-Form 2 – "Employer's First Notice of Injury" forms will be completed by the Human Resources representative on the day of the incident and submitted to CBR. If the injured employee misses more than three days of work, a copy of the completed Form 2 must be sent to the Oklahoma Workers' Compensation Commission.

If there were witnesses to the incident, they must complete the "Witness/Co-Workers Statement" form. If workdays are missed, the employee must have the physician submit a Return to Work Release before returning to the job. All completed forms should be sent to Human Resources as soon as possible.

7.2.3 Compensation

If an authorized treating physician removes an employee because of an on-the-job injury, he/she has the option of being paid accrued sick leave for the time lost or receiving payment from CBR. If an injured employee is off work for more than the three days due the injury or illness, sick leave must be used for those three days. An injured employee must be off work for more than three calendar days before he/she is eligible to receive temporary compensation from CBR. If CBR payment is selected, it will be paid at an amount equal to 70% of the average weekly salary of the claimant with a maximum rate set annually by law.

Temporary compensation will not be paid in excess of 156 weeks per injury, however it could be less due to type of injury. Temporary compensation checks will be paid every week, and payments are never made in advance. Employees may also be eligible for permanent disability benefits.

An employee may elect to use 30% of their sick leave benefits along with Workers' Compensation Benefits to receive a full paycheck.

8. CONDUCT

8.1 DRESS/GROOMING

Each member of the university community shares a responsibility in maintaining a professional image by dressing and grooming appropriately for his/her respective job assignment. Uniforms may be required for specific jobs, as deemed necessary by the University.

8.2 TOBACCO AND VAPE FREE CAMPUS

University Policy and State Law

The Oklahoma Executive Order signed by Governor Mary Fallin on February 6, 2012, prohibits the use of all tobacco products on state-owned and state-leased property beginning at the latest August 6, 2012. On December 23, 2013 and executive order was also signed to add e-cigarettes and vaping devices to the order.

This tobacco-free/vape-free campus environment includes any and all Southeastern owned, leased, rented, or maintained property including but not limited to buildings, facilities, sidewalks, roadways, parking lots, and grounds. Campus also includes all University owned, leased, or rented vehicles. Campus may not include any owned properties which are leased to third parties under long-term leases.

Possession of tobacco and vape products does not constitute "use" on campus. However, all residence halls are maintained as tobacco-free environments. Therefore, all tobacco products (including cigarettes, chewing tobacco, etc) and paraphernalia (including water pipes, hookah pipes, etc.) is prohibited within the residence hall and within the immediate vicinity of all residence halls.

Definitions

Students: includes but is not limited to all students enrolled in University classes and/or classes held on campus, as defined above.

Tobacco products: includes all forms of tobacco but is not limited to cigarettes, vape products, cigars, pipes, chewing tobacco, snuff, and all other kinds and forms of tobacco prepared in such a manner to be suitable for spit tobacco use, smoking, or both. This term also includes herbal tobacco products, simulated tobacco products that imitate or mimic tobacco products including but not limited to cloves, bidis, and kreteks.

Tobacco use: includes smoking, vaping, chewing, dipping or any other consumption or use of tobacco products.

Visitors: includes, but is not limited to, guests, spectators, contractors, vendors, volunteers and anyone else providing any type of product or service to the University.

Procedures

Southeastern will not accept donations, gifts, money, or materials intended to promote the use of tobacco nor participate in any type of services that promote the use of tobacco.

Appropriate signage will be posted by the SE Physical Plant as necessary to inform employees, students and visitors of policy provisions.

1. Signs will be placed on all campus buildings.
2. "Tobacco Free Campus" will be clearly posted at all main campus entrances.

It is prohibited to sell tobacco products or advertise the sale of tobacco products on University property or in University publications.

Littering the campus with the remains of tobacco products or other disposable products is prohibited.

Organizers and attendees at events (meetings, conferences, lectures, cultural events and sporting events) using SE facilities are required to abide by the policy. Organizers of such events are responsible for communicating the policy to attendees and for enforcing this policy.

Courtesy and consideration will be exercised when informing others unaware of and/or in disregard of this policy. No retaliation will occur to any person for doing so.

Compliance with this policy by all students, faculty and staff is expected based on SE's commitment to a healthy culture, free of tobacco, and should be a cooperative effort, encouraged by all students, faculty and staff.

Enforcement

Compliance of this policy by all students, faculty and staff is expected based on our commitment to a healthy culture, free of tobacco, and should be a cooperative effort, encouraged by all faculty, staff and students.

A complaint against an offender, who fails to respond to a request by another may be referred to a dean, director, or other manager. Appropriate disciplinary action will be taken for an offender against whom multiple complaints have been received. Complaints regarding violations of this policy shall be addressed as follows:

Students

- **SE Students Residing in University Housing** shall be directed to and handled by the Office of Residence Life. If the violation merits such action, the complaint may be escalated to the Dean of Students Office.
- **All Other SE Students** shall be directed to and handled by the Student Affairs Office and can be directed to the [incident reporting document](#) for current students.

Faculty and Staff

Faculty shall be directed to the appropriate department chair, followed by the Vice President of Academic Affairs.

Staff shall be directed to the supervisor/department chair, then the department director or manager/Dean, and then the Vice President in the employee's administrative channel.

Visitors

Visitors shall be directed to and handled by the Campus Police. The visitor may be asked to leave University premises for failure to comply.

Tobacco Cessation Programs

Employees and students wishing to participate in tobacco cessation are referred to the Oklahoma Tobacco Helpline (1.800.QUIT.NOW or 1.800.784.8669), the SE Counseling Center Tobacco Cessation Group at extension 2988, and Human Resources at extension 2158.

8.3 SALES SOLICITATIONS

The University subscribes to the position that it is important for state agencies to create a working environment which allows employees to devote full-time attention to their duties. Permitting outside vendors, solicitors, and sales people unrestricted access to employees in state facilities or on state property to sell private goods and services to individuals is disruptive and a violation of university policy. Employees are not to invite or entertain sales solicitors in the workplace or on state property. Outside sales solicitation or presentations in state facilities or on state property are not authorized whether or not employees are on duty. This restriction does not apply to private entities under contract with the State or University who are acting in an official capacity as agents of the State or University.

Note: This policy includes all university employees who may be engaged in a private enterprise business whether as an agent, sales representative, or owner.

8.4 POLITICAL ACTIVITIES

An employee under the governance of the Board of Regents of Oklahoma who participates in political activities must do so in a manner that:

1. does not imply, directly or indirectly, that the Board or any of its universities endorse such activities;
2. in no way interferes with the rights and privileges of other employees of this Board or university;
3. in no way interferes with the rights and privileges of students attending any university;
4. in no way interrupts the normal routine operation of any university;
5. in no way interferes with the assigned duties of the employee; and
6. does not utilize university equipment, supplies, paid staff time, or their university resources to influence elections. (See RUSO Ethics Rule 257:10-1-3)

Violation of these principles may be considered cause for dismissal.

8.5 OUTSIDE EMPLOYMENT

An employee may engage in outside business or financial interest as long as it does not create a conflict of interest or interfere with the services for which the employee was hired.

8.6 CONFLICT OF INTEREST

An employee has an obligation and responsibility to report any outside business or financial activity which is or may be in conflict with the interests of the University or which interferes with the performance of his/her duties. Violations of this policy may be considered grounds for disciplinary action, to include termination.

8.7 MEDIA RELATIONS

Any statement made on behalf of Southeastern Oklahoma State University to the public through the press or through any other agency shall be made only by the President of the University or his designee. Further, this policy shall not be construed to abridge the right and privilege of any employee of the University to state publicly his/her personal opinion on any matter.

All media communications relating to the University should be referred to University Communications, extension 2731.

8.8 LOYALTY OATH

An act of the 1968 Oklahoma Legislature requires that each new university employee sign a "Loyalty Oath." The requirement extends to all employees and must be satisfied before an individual can be paid on a state payroll. (See Section 1.5, Conditions of Employment.)

8.9 SEXUAL HARASSMENT, SEXUAL RELATIONSHIP, AND SEXUAL ASSAULT

Please consult the University's Civil Rights and Title IX Policy in the appendix of this handbook

8.10 SUBSTANCE ABUSE / EMPLOYEE ASSISTANCE

Southeastern Oklahoma State University strives to ensure that all employees are provided with an enriching and supportive work environment. It is in the best interest of both the University and its employees to provide assistance for employees in dealing with personal problems such as substance abuse, including alcohol and drug abuse. (For more detailed information, contact the Wellness Services, extension 2957.)

8.11 DRUG-FREE STATEMENT

The federal Drug-Free Workplace Act requires that any entity seeking consideration for a grant from any federal agency or any entity seeking a contract for the procurement of any property or services valued at \$100,000 or more from any federal agency, certify to the federal granting or contracting agency that it will provide a drug-free workplace.

Southeastern Oklahoma State University recognizes its responsibility as an educational and public service institution to promote a productive work environment. This responsibility demands implementation of programs and services that facilitate that effort. In order to meet these responsibility and requirements, university policy is as follows:

1. As a condition of employment, employees must abide by the terms of this policy.

2. The illegal use, sale, or possession of alcohol, narcotics, drugs, or controlled substances while on university property or during any university activity is prohibited. Any illegal activity or substances will be reported to the appropriate law enforcement agency and may result in criminal prosecution.
3. Employees who are under the influence of alcohol or drugs, or who possess or consume alcohol or drugs on the job, have the potential for interfering with their own, as well as their co-workers' safe and efficient job performance. Such conditions will be proper cause for disciplinary action up to and including termination of employment.
4. Some of the drugs that are illegal under federal, state, or local laws include, among others, marijuana, heroin, hashish, cocaine, hallucinogens, and depressants and stimulants not prescribed for current personal treatment by an accredited physician.
5. The University will distribute annually during the fall semester a policy statement with information regarding the penalties for unlawful drug and alcohol abuse, health risks that result from such abuse, and counseling or treatment that is available for university employees.
6. The counseling center may provide initial drug and alcohol counseling to university personnel at no charge to the individual. The counseling center will refer such individuals to other agencies or treatment programs if appropriate; any cost of such program will be the responsibility of the individual.
7. Violation of this policy will result in disciplinary action in the form of reprimand, suspension, demotion, or termination. Continued employment may also be contingent upon completion of an appropriate rehabilitation program.
8. The President will appoint a committee made up of faculty, staff, and students to review the effectiveness of the University's drug and alcohol awareness program. The committee will review the program at least biennially.
9. Any university employee who is convicted of any federal or state criminal drug statute for drug related misconduct in the workplace must report the conviction within five (5) days thereafter to the office.
10. Sanctions imposed for violations of this policy will be monitored and enforced by the office when an employee is involved and the student affairs office when a student is involved.

University officials reserve the right to require drug testing when there is reasonable cause to believe that an employee is under the influence of drugs.

8.12 COMMUNICABLE DISEASE POLICY STATEMENT

8.12.1 Policy

It is the general policy of the University that applicable federal and state laws pertaining to contagious or infectious diseases, all matters of public health, as well as those governing discrimination and privacy, shall be appropriately observed and followed in its operation. All university personnel are expected to cooperate with authorized public health officials in resolving threatening situations which may arise.

In those instances in which a member of the university community is diagnosed as having HIV or having tested positive to HIV exposure, the University will consider facts, medical information, and legal advice in determining the appropriate action to be taken.

The University will continue to develop and review guidelines, educational programs, and resources to meet the needs of all personnel and students.

8.12.2 Definition

Recent events have brought attention to numerous communicable diseases including HIV, mumps, measles, and rubella. The most recent information distributed by the Centers for Disease Control, U.S. Department of Health and Human Services, state that casual contact with HIV patients or persons who might be at risk for the illness does not place others at risk for contracting the illness; that HIV is spread by sexual contact, needle sharing, or less commonly, through infected blood or its components.

8.12.3 Issues

Legal and ethical considerations strongly oppose the adoption of any policies or courses of action which would deny ordinary privileges and rights, including that of privacy to employees who are known or suspected to be infected with the HIV virus.

Employees of the University identified as having HIV or any other communicable disease, will not be barred from working, attending classes, or participating in university-sponsored activities unless the Affirmative Action Officer, in consultation with the individual's personal physician or state health or state health department officials, that he/she presents a clear and present danger to the public health. All such decisions will be made on a case-by-case basis, will

remain open to reexamination in light of new information, and will consider facts such as the individual's state of health and occupation.

8.12.4 Confidentiality

The physician/patient privilege, which is statutorily credited, and a patient's right of privacy, which is derived from the First Amendment to the United States Constitution, dictate that information regarding a patient's diagnosis as having HIV should be maintained in the strictest confidence possible. The duty to report such information is limited only to those situations in which there are specific government reporting requirements or a medical justification for the disclosure of that information. No specific or detailed information concerning individual patients' medical conditions will be released to the general public.

In the event that a personal physician or state health department officials determine that an individual's medical condition represents a public health hazard and warrants limitation of activities, only essential administrative personnel will be informed, on a need to know basis.

8.13 RACIAL AND ETHNIC HARASSMENT

Consult the Civil Rights and Title IX policy in the appendix of this handbook.

8.14 WEAPONS ON CAMPUS

The possession or firing of firearms, fireworks, explosives or weapons or imitations of weapons including but not limited to bows, knives, or guns by students is prohibited on campus, in any student residence, sorority, fraternity, approved private housing or university operated facility, except as they are used in officially approved university programs.

9. DISCIPLINARY ACTION

9.1 POSITIVE DISCIPLINE

University policy is designed to give each employee a full opportunity for work success. This objective is dependent upon good employee selection, procedures, meaningful employee orientation, appropriate on-the-job training, periodic performance appraisals, and a positive approach toward employee discipline by university supervisors.

Disciplinary action is considered a dimension of performance appraisal. It is a corrective process to help employees overcome work-related shortcomings, strengthen work performance, and achieve success. When problems occur, they should be handled in a manner which jointly supports the concept of positive discipline and minimizes the interruption of university services. Employee discipline may be needed and, as corrective procedure, is an integral part of university employment policy. The University's explanation is that supervisors will direct their disciplinary efforts toward positive employee development and success.

When discipline is necessary, the positive guidelines below should be used to promote fairness and consistency throughout the University. The guidelines are not expected to be rigidly applied but will be suitable for most university discipline situations. Depending upon the circumstances in individual cases, repeating a step, deleting a step, or moving to immediate discharge may be appropriate. All disciplinary actions must be coordinated with Human Resources.

9.2 VERBAL WARNING

A verbal warning is the first step in discipline procedure. The supervisor should record and maintain on file the date of the discussion and a brief summary of the items discussed, including witnesses if appropriate. If the problem persists, a written warning is appropriate.

9.3 WRITTEN WARNING

Should the verbal warning fail to effect improvement in employee performance, a "Counseling Report" will be sent to the employee, and copies will be sent to the appropriate administrator and to Human Resources. If the offense is of a serious nature, a written warning might be an appropriate first step. The report should contain a description of the problem, an explanation of the deficiency, a solution to correct the problem, a definition of the time frame within correction is expected, and an evaluation of the employee's response. If the employee refuses to sign the report, this fact should be duly noted on the report, along with the signature of a witness to attest that the employee refused to sign.

If an employee receives three written warnings the employee should be considered for termination.

When job performance does not improve as a result of the above procedures, the supervisor may be required to recommend either discharge of employment or request administrative assistance to arrange a transfer of a specific individual to another area.

Usually, a supervisor should allow ten working days to gauge job performance before progressing to the next step.

9.4 SUSPENSION

Suspension with or without pay must be recommended by the supervisor to Human Resources for serious incidents which could eventually warrant discharge. Suspension without pay must be for serious incidents related to conduct rather than poor performance (Fair Labor Standards Act 541.602, August 2004). In this case, the employee may be suspended (with or without pay) one to five workdays pending investigation and the decision as to the extent of disciplinary action or termination. A letter should be given to the employee stating the reason for the suspension with or without pay. The employee should at this time be given an opportunity to present his/her explanation. (See section 9.5, Disciplinary Violations and Section 10.5, Appeal Procedure.)

9.5 DISCIPLINARY VIOLATIONS

9.5.1 Definition

Disciplinary action, to include termination, by department supervisors may be necessary because of assault or battery of a person on university property or at a university-sponsored event, theft of university property, unexcused absence of three or more days, falsifying employment application or time or leave records, immoral conduct or indecency on university property or at a university-sponsored event, use of intoxicants during working hours or on campus at any time, insubordination, unauthorized use or duplication of a university key, reporting to work under the influence or

alcohol or drugs, excessive absenteeism or tardiness, violating a safety rule or practice, inattention to duty, inefficiency, absence without leave, violation of law or university regulations, disloyalty, lack of integrity, or other conduct inappropriate for an employee of the university.

Insubordination is the refusal of an order from supervisory or managerial personnel or the use of obscene or otherwise objectionable language to such personnel in a threatening manner. Insubordination undermines the discipline and authority needed in the workplace.

9.5.2 Determination

A supervisor may request that Human Resources provide contextual information on the history of performance or conduct based penalties at the University. All factors will be taken into account before determining the appropriate penalty.

Disciplinary action for violation of university policies or procedures or for actions detrimental to the University, university property, or university personnel, not described herein, shall be determined by the President (or his designees) of the University.

9.5.3 Procedure

In attempt to provide consistent treatment for employees, supervisors who have responsibility for administering disciplinary actions should do so in the following manner:

- a. notify the employee of the proposed disciplinary action to be taken,
- b. provide an explanation of the reason for the proposed action,
- c. conduct any verbal discipline (warning, reprimand, correction, etc.) in privacy between supervisor and employee, and
- d. Written warning in the form of a Counseling Report.
- e. provide the employee an opportunity to be heard and to respond to the reasons for the disciplinary action prior to initiation of the action.

If a witness is needed or desired by either party, the next level supervisor or Human Resources may be asked to witness the discipline. The purpose of the verbal discipline is to improve the work performance of the employee and not to embarrass or humiliate. Therefore, the supervisor should remain calm and objective while issuing the warning. Raising one's voice or using offensive language is inappropriate on the part of both parties. Violation of this policy will be considered grounds for disciplinary action.

9.5.4 Pre-termination Hearing

If discharge of a regular employee is being considered that employee should be given the opportunity to have a pre-termination hearing. Pre-termination hearings may be arranged through Human Resources office.

10. TERMINATION OF EMPLOYMENT

An "Employee Transaction Form" must be completed by the employee department supervisor before the final paycheck is to be issued, (See Section 4.14, Termination Clearance Process).

10.1 RESIGNATION

10.1.1 Notice

Employees must submit resignations to the University in writing. Management personnel (supervisors of employees) must provide 30 calendar days' notice and all others eighty-work hours. Employees who fail to give proper notice will forfeit all accumulated leave.

10.1.2 Compensation

Earned, unused annual leave between July 1 and the date of termination and accumulated compensatory time will be paid up to the maximum annual leave accumulation (see Section 11.1.1 Accrual) to all terminating employees after continuous service for six months if appropriate notice was given. Final annual leave pay will usually be available on the normal pay date of the month following termination.

Employees, when terminating, would not be eligible for any holiday pay beyond the date of termination.

10.2 DISCHARGE

When positive steps (see Section 9, Disciplinary Action) have been used but performance has not changed, or when an employee has committed a major offense, discharge of that employee is the next step for consideration.

10.2.1 Definition

Cause for dismissal or discharge shall include but not be limited to assault or battery of a person on university property or at a university-sponsored event, theft or university property, unexcused absences of three or more days, falsifying employment application or time or leave records, immoral conduct or indecency on university property or at a university-sponsored event, use of intoxicants during working hours or on campus at any time, insubordination, unauthorized use or duplication of a university key, reporting to work under the influence of alcohol or drugs, excessive absenteeism or tardiness, violating a safety rule or practice, inattention to duty, inefficiency, absence without leave, violation of law or university regulations, disloyalty, lack of integrity, or other conduct inappropriate for an employee of the University. Poor performance and/or failure to perform tasks in the job description in a satisfactory manner may also be cause for discharge. (See Section 9.5, Disciplinary Violations.)

10.2.2 Procedure

Recommendation for discharge should be documented in writing and a copy sent to Human Resources after approval through the normal administrative channel. Documentation should include the employee's name, date of the incident, explanation of the circumstances resulting in the recommendation for discharge, and reference to all previous disciplinary steps taken.

Upon receipt of a recommendation for discharge or request for employee reassignment, Human Resources will collect and assemble a complete record for administrative review. If discharge is approved, the following steps will be initiated.

Human Resources will send copies to the employee and the administrative supervisor. The recommendation must contain the reason for the discharge and the recommended date of discharge.

Human Resources will calculate accrued leave, establish the date for removal of the employee from the payroll, and execute an "Employee Transaction Form" which will be sent to the supervisor for signature and submission through assigned channels to the President. Discharge will be considered final only when the "Employee Transaction form" is signed by the President. Upon recommendation of the President, the individual may be suspended from duty and pay while the President seeks any additional information deemed necessary before formal discharge is completed.

10.2.3 Exit Interview

In case of either discharge or suspension, an "Exit Interview" may be arranged with the employee, the supervisor, and the Human Resources Director. The interview may be conducted jointly or separately.

10.2 REDUCTION OF WORK FORCE

10.3.1 Policy

The University makes every effort to provide stable employment to members of the staff. However, there may be occasions which necessitate a reduction in the work force.

A reduction in work force resulting in layoff(s) shall be among the last options implemented by the appropriate vice president or department head. It may be instituted in cases of bona fide budget reduction, lack of work, lack of funds, program discontinuation, or technological replacement. When such conditions exist, the respective vice president will announce or declare the implementation of this policy.

The decision as to the extent of the reduction in work force within the affected budgetary unit shall be recommended by the supervisor to the appropriate vice president who will approve the recommendation and forward it to the President.

Employees who are scheduled for layoff shall not have the option to “bump” other employees in any budgetary unit on the basis of seniority.

Individuals who are scheduled for layoff do not routinely have the privilege of entering grievance charges in regard to layoff action, except for reasons of alleged violation of these policies and procedures governing such reduction of work force, or for alleged acts of illegal discrimination. This provision supersedes usual grievance procedures adopted by the University.

Reassignment to comparable or similar vacant positions in unaffected areas:

- a. Whenever it is determined that a reduction in work force is necessary, the vice president of the division shall, after consultation with the appropriate administrator, have the discretion and authority to place the employee(s) in vacant positions within the division without the affected employee(s) having to compete with others in the appropriate applicant pool. Individuals who are reassigned must meet the criteria of satisfactory performance, and the move may be rescinded if it is in the best interest of the receiving unit. Normally, the department will evaluate the individual's performance during the first three months of the new position. If the individual's performance level is not satisfactory, the person will be placed on layoff status from the former department. Individuals who suffer a rescission of a reassignment do not routinely have the privilege of entering grievance charges in regard to that rescission except for reasons of alleged violation of this policy and procedures, or for alleged acts of illegal discrimination. This provision supersedes usual grievance procedures adopted by the University.
- b. In all cases of reassignment, the employee must be judged well suited for the position by the appropriate administrator and must possess the minimum qualifications for the new position or have acceptable compensatory qualifications as determined by the appropriate vice president.
- c. In cases in which the affected employee(s) are not reassigned to other positions within the same division, the persons will be placed on layoff status.
- d. These policies are designed to protect incumbent, non-teaching employees who are faced with layoff from having to compete with outside applicants from the appropriate applicant pool. It is not intended, nor shall it be construed that these policies are designed to provide a “loophole” from vigorous affirmative action that is expected from the appropriate director or department head. The vice presidents shall continue to be held accountable for compliance with affirmative action standards within their respective areas.

At the time of layoff, all earned but unused annual leave will be paid in full and will usually be available on the normal pay date the month following layoff. Regardless of the date of payment for the unused annual leave, the date of layoff will be the next day following the last day worked by the affected employee.

Persons on layoff status who are not called back to work within the next twelve (12) months after the last day of work prior to the layoff may be terminated from employment. Persons suffering such termination will be eligible for new employment with the University, but such new employment will be under the same conditions as for all new employees.

10.3.2 Procedure

At any time a reduction in work force becomes necessary, the appropriate department head of the affected budgetary unit shall submit a plan for layoff to the appropriate vice president.

The appropriate director or department head shall review all the possible alternative solutions to the condition of serious financial distress prior to taking layoff action.

The appropriate director or department head shall consider all pertinent factors prior to making the decision as to which function and /or job classes are to be affected, plus a determination as to how many persons are to be laid off within each of the categories. The appropriate director or department head shall cause to be developed a listing of employees within the affected jobs.

All persons affected by layoff action shall be notified in writing as early as possible. A copy of the layoff notice shall be transmitted to Human Resources.

The written layoff notice should contain the following information:

- a. the effective date of the layoff,
- b. a statement advising the incumbent of eligibility to apply for unemployment compensation at the Oklahoma Employment Security Office,
- c. the University's callback procedures,
- d. the option of the laid-off incumbent to continue to maintain eligible insurance coverage in accordance with federal COBRA guidelines, subject, however, to the continued payment of insurance premiums by the laid-off individual, and
- e. the date that all callback rights will expire.

Vacancies not filled through callback procedures will be listed with Human Resources.

Human Resources will give priority for referral to those persons with the same job classification that have suffered layoff from other budgetary units. Second priority will be others laid off who meet the qualifications for the position but do not hold the same job classification.

If no suitable applicant is available for the pool of layoffs, normal recruitment and referral procedures will be followed.

A person on layoff status may be unavailable or may refuse without penalty one offer of callback to a position in the classification in which he/she holds layoff status. However, should such a person be unavailable or refuse reinstatement for a second time to a position in the classification in which he/she holds layoff status, he/she will be terminated at the time of the second unavailability or refusal to return.

10.4 NON-RENEWAL OF APPOINTMENT

There may be circumstances whereby the appointment of a regular full-time employee may not be renewed. No stigma attaches to the non-renewal of appointment, because non-renewal may result from any one or more several factors, including but not limited to: (1) programmatic considerations, (2) financial and/or enrollment factors, (3) the employee's failure to meet or exceed the University's minimum performance standards or to satisfy a "Special Condition" of employment, or (4) changes in the University's mission or policies. Neither satisfactory performance nor satisfaction of all "Special Conditions" guarantees renewal of an appointment.

The recommendation regarding non-renewal must be approved by the next administrative level. When the recommendation is forwarded, the employee involved shall be notified of such recommendation in writing. The University will inform subjects of non-renewal by April 1. Administrators whose positions are externally funded may be non-renewed without prior notice. Decisions to non-renew appointments are not subject to review except in cases of illegal discrimination or unconstitutional action. Non-renewal may be without any stated cause.

The President may bring any dispute that may affect the university to the RUSO Board for disposition. A professional administrator at or above the director level whose appointment is not renewed will be given written notice from the university on or before April 1, prior to termination of the current appointment. A professional administrator at or above the director level may be terminated, with 90 days' notice if possible, within an existing contract period based on genuine financial retrenchment, bona fide discontinuance of a program or department, or lack of need of one's services. Administrators whose positions are externally funded may be non-renewed without prior notice. Failure to reappoint may be without specific cause. There shall be no right of review of such actions by the RUSO- Board.

10.5 APPEAL PROCEDURE

10.5.1 Provision

An employee may appeal suspension from work without pay, demotion for cause, or discharge. This policy, however, does not apply to action taken during the employee's probationary period or to action taken under the Reduction of Work Force Policy or the non-renewal of an individual's appointment.

10.5.2 Procedure

- a. When an employee receives notice of a pending suspension, demotion, or discharge he/she may request a hearing before an appeals committee. The request must be submitted in writing to the appropriate vice president within five workdays of receiving the notice.
- b. The vice president shall appoint an appeals committee within three workdays of receipt of the written request. The committee shall be made up of five individuals: two exempt staff; two non-exempt staff; and one person appointed from any job classification and approved by the appellant. A chairperson will be elected by the committee members.
- c. The vice president shall schedule the initial committee meeting within five workdays of appointing the members. The committee will be advised of the nature of the appeal and will elect a chairperson during the initial meeting. The committee will schedule subsequent meetings as needed to gather information, hear evidence, and make its recommendation. The committee will establish its own rules and procedures in carrying out its responsibilities.
- d. The committee shall be provided staff assistance from the appropriate vice president and/or Human Resources. All meetings will be recorded and the recordings maintained in the Human Resources office.
- e. University shall make every effort to assemble the committee and hold the appeal hearing within 15 calendar days of the event being appealed. Its recommendation may be to uphold the decision to suspend, demote, or discharge; to overturn the decision; or to substitute a less severe penalty. The committee may not recommend a more severe penalty.
- f. The committee's recommendation shall be submitted to the appropriate vice president with a copy to the appellant and Human Resources. The vice president will review the recommendation and forward it within five workdays to the President with a statement of support or non-support of the committee's recommendation.
- g. The President shall review the information provided, including the recommendation of the vice president and Appeals Committee, and may accept, deny, or modify the recommendations. The President shall notify the appellant and the vice president within ten workdays. The President's decision is final.

11. LEAVES OF ABSENCE

Request for any type of leave should be submitted to the supervisor as soon as the employee knows that such leave be necessary or desired. Advance notice allows the supervisor to consider such leave request when planning work schedules. A sample "Request/Approval of Leave Form" is provided for use by supervisors to assist in documentation of certain leave; however, use of this specific form is not required by Human Resources (supervisors may prefer e-mail communication or a request form produced by the department). When conditions do not permit a request in advance (illness, personal emergency, etc.) the employee is to notify the supervisor at the earliest possible time of the need to use accrued leave. If the supervisor is not available, the next level in the administrative channel may be notified. The supervisor is responsible for notifying Human Resources whenever employees have been approved for leave time, such as leave without pay, which would affect their payroll status. Negative leave balances are not allowed, and an employee's pay will be reduced on an hour-for-hour basis if a supervisor approves an absence from work for an employee when no applicable paid leave is available. Falsification of leave forms is grounds for dismissal.

11.1 ANNUAL LEAVE

Southeastern Oklahoma State University provides annual leave with pay for eligible employees for the purpose of rest and relaxation. Part-time (less than 75%) employees are not eligible to earn annual leave.

11.1.1 Accrual

Full-time employees accrue annual leave as follows:

Years of Service	Monthly Amount Accrued	Yearly Amount Accrued	Maximum Accumulation
Less than 5 years	10 hours per month (1.25 days)	120 hours (15 days)	240 hours (30 days)
5 but less than 20 years	12 hours per month (1.50 days)	144 hours (18 days)	360 hours (45 days)
20+ years	13.33* hours per month (1.66 days)	160 hours (20 days)	480 hours (60 days)

*13.37 hrs. in June

Accruals are credited the 16th of each month. Full accrual is credited for 15 or more days; there is no accrual for less than 15 days. Regular employees working less than 100% but at least 75% of full-time will earn a proportionate amount at the appropriate accrual rate. After reaching the maximum, annual leave hours over the maximum accumulation allowed will be lost unless used by the end of the month in which the maximum accumulation is reached.

11.1.2 Eligibility

If an employee resigns or is discharged, full payment for unused annual leave will be made, provided the employee has worked for a continuous six-month period and appropriate notice was given. To resign in good standing, an employee must give at least an eighty-work hour notice. Management personnel (supervisors of employees) must provide 30 calendar days' notice. Employees who fail to give appropriate notice will forfeit all accumulated leave.

No payment for annual leave will be authorized for any person who has not completed at least six months of continuous employment at the University.

Southeastern Oklahoma State University does not credit an employee for accrued annual leave earned at another state agency. Personnel working in positions funded by a grant or contract with an outside agency are encouraged to use all accrued annual leave prior to the anniversary date of such grant or contract. The University will not accept liability for accrued annual leave after a grant or contract is discontinued; accrued annual leave is forfeited if not taken prior to the final pay of the grant or contract.

Annual leave may not be earned by an employee during leave of absence without pay, suspension, layoff, or removal from the payroll for any reason.

University observed holidays that fall within an employee's scheduled annual leave time will not be recorded as annual leave on the monthly leave report. Annual leave will not be granted prior to being earned. Annual leave is not automatically extended because of illness during the annual leave period.

Due to various departmental workload requirements, supervisors reserve the right to disallow annual leave at certain times during the year. Supervisors will make every effort to minimize these restrictions and will only do so if it is determined to be in the best interest of the University.

A compensatory time balance must be exhausted before use of annual leave. (For more information see 3.8.3 Overtime Pay/Compensatory Time for Non-Exempt Employees)

If an employee eligible for annual leave should die, his/her estate shall be paid for the annual leave time earned prior to his/her death up to the maximum accumulation limit.

11.2 HOLIDAYS

Southeastern Oklahoma State University observes certain holidays to be announced by the President of the University. Human Resources will publish holiday schedules prior to the beginning of each fiscal year. Full-time employees who are eligible for benefits are paid holiday pay. Employees who are on leave without pay status the day before or after a holiday will not receive holiday pay.

A regular full-time employee scheduled to work on a university-approved holiday will be granted an equal amount of time off with pay on a date mutually agreed to by the employee and department supervisor.

11.3 INCLEMENT WEATHER

The University Communications Office will be responsible for contacting the news media if the President makes the decision to close any part of the University due to inclement weather conditions. Information will be available through campus email and www.se.edu. (See Section 1, Inclement Weather Causing Emergency Closing.)

In case of closure, the absence for that period would be entered in on the monthly leave report form as "inclement weather (I)." Thus, an employee would be paid for the period, and the time would not be deducted from any accumulated annual leave or personal leave.

If the University is open, faculty or staff members who believe they cannot travel safely to the University are expected to notify their departmental supervisor. Absences by staff members who decide they cannot travel to the University must be charged to personal leave, annual leave, leave without pay, accrued compensatory time, or a supervisor may extend permission to make up the time. The approximate manner of recording the excused absence is the responsibility of the immediate supervisor. Excused absence refers to the time missed due to inclement weather when the University remains open for business.

11.4 PERSONAL LEAVE

Regular full-time staff employees are eligible for personal leave. Personal leave can be used when a member of the employee's family requires his/her attention; when there is an emergency that only the employee can handle such as family illness; bereavements; inclement weather conditions; conducting personal business; etc. If it is not clear that the absence qualifies for personal leave, the supervisor should contact Human Resources for clarification.

Personal leave is not annual leave; therefore, it is not intended to supplement annual leave periods. Department supervisor approval is required for personal leave hours to be used. Events that could have been scheduled during non-working hours will be charged to annual leave.

A new employee will be granted personal leave only after completion of the first ninety (90) days of employment. Full-time staff employees will begin the new fiscal year with the maximum amount of personal leave of 44 hours. For new full-time staff employees, the time will be pro-rated the first year, based upon hire date. These absences will be limited to two consecutive days, unless an emergency is involved.

Personal leave does not accrue from one year to the next, and all personal leave is forfeited if not taken within the fiscal year. The University will not reimburse the employee for unused personal leave when leaving employment with the University. Requested personal leave in excess of 44 hours in any fiscal year will be charged to annual leave until leave balance is depleted, and then to leave without pay.

11.5 BIRTHDAY LEAVE

Southeastern Oklahoma State University awards all full-time benefits eligible employees a paid day (8 hours) off for their birthday. Birthday leave is an SE employee benefit and the University reserves the right to continue, change or discontinue the birthday leave at any time.

Birthday leave may be taken on any day within 60 days prior to birthday or 60 days after birthday as long as the absence is approved by the employee's department supervisor, or in accordance with departmental leave procedures, prior to taking the leave. Faculty must maintain the same standard for class coverage as any other absence.

Birthday leave cannot be used in increments of less than one day (8 hours). Employees working an alternate schedule of more than 8 hours per day must use annual/personal for the remaining hours of the day.

If an employee does not take his/her birthday leave within the allotted timeframe, the leave is forfeited.

Eligible employees must request birthday leave in writing to department supervisor. Departmental supervisors are responsible for ensuring the birthday leave is in accordance with this policy. Due to various departmental workload requirements, supervisors reserve the right to disallow birthday leave at certain times during the year. Supervisors will make every effort to minimize these restrictions and will only do so if it is determined to be in the best interest of the University.

11.6 MILITARY LEAVE

Pursuant to 72 O.S. § 48, all employees who are members, either officers or enlisted, of the Reserve Components to include the Army and Air National Guard and the Army, Navy, Air Force, Marine Corps, the Coast Guard Reserves, or any other component of the Armed Forces of the United States, shall, when ordered by the proper authority to active or inactive duty or service, be entitled to a leave of absence for the period of such service without loss of status or seniority. During the first thirty (30) regularly scheduled workdays of such leave during the federal fiscal year, the employee shall receive his/her full regular pay. During the remainder of such leave in any federal fiscal year, the president may elect to pay the employee an amount equal to the difference between his full regular pay and his military pay.

Eligible employees may be entitled to certain benefits under the federal Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. §4301 et seq. and the applicable regulations thereto.

An employee must notify the immediate supervisor of the requirement for military leave and "provide as much advance notice as possible.

11.7 MATERNITY/PARENTAL LEAVE

Maternity/parental leave shall be considered the same as any other temporary medical disability with respect to providing leave time, insurance pay, and other benefits. See Section 12.16 Family and Medical Leave.

11.8 JURY DUTY

When in obedience to a subpoena/summons or direction by proper authority, an employee appears as a witness or a jury member for the federal government, State of Oklahoma, or political subdivision thereof, he/she shall be entitled to a leave of absence for such duty with full pay. A copy of the subpoena/summons must be submitted to his/her supervisor and forwarded to Human Resources office (for the employee's personnel file) prior to the start of the leave. If an employee is not selected for jury duty after reporting each of the required days, he/she must return to work for the remainder of the day. After completing jury duty, evidence of having served on a jury for the time claimed is the responsibility of the employee, as well as reporting monies earned while on jury duty to the IRS.

Jury duty allowance will not be paid for any time other than the normal hours usually worked during an employee's regularly assigned work week.

11.9 COURT DUTY

When an employee is subpoenaed to appear in court, he/she must submit a copy of the subpoena to Human Resources, who will notify the employee how to report on their leave report.

11.10 SICK LEAVE

11.10.1 Definition

Sick leave is a period of time during which an employee is unable to work because of illness, injury, or medical, surgical, dental or optical examinations or treatment, or because the employee has been exposed to a contagious disease which could jeopardize the health of co-workers. Sick leave time is designed to replace time missed during straight-time hours

only. Sick leave is a benefit designed to assist employees during periods of personal illness or disabling injury and is in no way intended to be construed as annual leave time.

Absence due to the illness of an employee's immediate family may be charged to sick leave. Immediate family is defined as spouse, parent and child or stepchild of the employee. Also included are foster children and legal wards, but not in-laws.

Sick leave may be granted to employees who become ill or suffer disabling injury while on annual leave. It may be required that such illness or disabling injury be verified by medical certification from a licensed practitioner.

11.10.2 Eligibility

Sick leave will not be earned by an employee during leave of absence without pay, unpaid maternity leave, suspension without pay, layoff, or removal from the payroll for any reason. Sick leave will not be paid on any illness or injury incurred while committing a crime, nor will it be paid on any illness or injury resulting from paid employment elsewhere.

11.10.3 Procedure

Notification of absence due to personal illness or injury shall be given to the appropriate supervisor by the employee or his/her representative as soon as possible. Repeated failure to give such notice may be considered as cause for dismissal.

The supervisor must be notified each day the employee is unable to work. Sick leave may be denied for failure to notify the department promptly, or if the employee has been abusing the sick leave privilege.

The supervisor must notify Human Resources as soon as possible when an employee has been hospitalized, admitted to a medical care facility or misses more than five days due to illness.

The supervisor must confirm that Human Resources has received the employee's fitness for duty/return to work statement from the employee's health care provider before allowing the employee to return to work.

11.10.4 Extended Sick Leave

Any employee who is absent in excess of one week (five working days) due to an illness or injury will be placed on medical leave of absence/ Family and Medical Leave. See Section 11.16 Family and Medical Leave. The length of this leave will be paid in accordance with his/her combined accumulated sick leave, annual leave, compensatory time, and personal leave.

When the accumulated leave time has been exhausted, the employee will be placed on leave without pay unless eligible for shared sick leave and shared leave is available. At the end of a twelve month period (or earlier, if released by the physician) the employee must report back to work or be terminated from university employment unless extended leave time is approved by the President. While a physician's certificate evidencing illness or disability is not required each time an employee does not report for duty because of illness or disability the University reserves the right to require such a certificate from the employee's physician and/or a physician of the University's choosing. If the University designates a physician, the cost will be paid by the University.

Southeastern Oklahoma State University requires that a physician's statement verifying an employee's eligibility for medical leave be submitted to Human Resources at least monthly. Failure to provide a statement from the physician could lead to termination. Failure to return to work at the beginning of the next scheduled workday after being released by the physician may result in termination.

If it becomes necessary for the employee to request leave of absence without pay due to prolonged illness, the University may continue to pay the monthly premium for the employee's group medical insurance. If the employee wishes to continue dependent coverage, he/she must make arrangements with the business office to pay the monthly premium.

It is the supervisor's responsibility to notify Human Resources when an employee has a prolonged absence from work.

11.10.5 Accrual

Regular full-time employees accrue 15 days per calendar year with 130 days maximum. Accruals are credited the 16th of each month. Full accrual is credited for 15 or more days per month; no accrual for less than 15 days per month. Accrual rates are pro-rated for regular full-time employees who work less than 40 hours per week. Employees may only

use sick leave which has been earned and accrued prior to the date of absence. Sick leave hours over the 1,040 hours (130 days) maximum accumulation allowed will be lost unless the sick leave overage is used by the end of the fiscal year in which the maximum accumulation is reached.

Employees who transfer from one department to another department within the University shall take with them the balance of unused accumulated sick leave. Employees who terminate employment with the University shall forfeit all unused sick leave.

However, retiring employees who retire with benefits from Oklahoma Teachers' Retirement System may receive credit for unused sick leave at the time of retirement. For rules and more information, see Oklahoma Teachers Retirement Rule 715:10-5-28. Sick leave service credit.

Upon the recommendation of the department supervisor/chairperson and with the approval of the President, prior sick leave accumulations may be reinstated upon reinstatement of personnel when such reemployment occurs within six months from the date of termination. (See Section 4.9, Reinstatement.)

11.10.6 Documentation

Adequate up-to-date records for each employee will accurately reflect the rate and the amount of sick leave or disability leave accrued and the date of all sick leave or disability leave used. The current accrual balance shall be maintained by the employee's department and reported on the monthly leave report form with employee and supervisor signatures. All sick leave used shall be certified to the supervisor by the employee. Falsification of such certification shall be cause for dismissal with appropriate adjustment in terminal pay.

11.10.7 Sick Leave Sharing Program

Policy

The SE Sick Leave Sharing Program provides a means for University employees to donate paid leave to fellow employees who are eligible for and require donated sick leave time due to an extraordinary or catastrophic illness, injury, impairment or physical or mental condition for either the employee or an immediate family member, and which has caused or may cause the employee to take leave without pay or terminate employment. For the purposes of this policy "immediate family member" is defined as spouse, parent, child or stepchild of the employee. Also included are foster children and legal wards, but not in-laws.

Program

The Sick Leave Sharing Program will establish a sick leave bank which will be maintained through the voluntary donation of accrued sick leave hours for general distribution. Human Resources will solicit donations for the sick leave bank annually and as needed to maintain sick leave bank reserves. Any unused shared leave bank balance at the end of the fiscal year will be carried over to the new fiscal year and maintained in the leave bank to be distributed to qualified employees

Donors

To donate sick leave, an employee must be full-time (0.75 -1.0 FTE), have one year of continuous service and must maintain a sick leave balance of no less than 160 hours (20 days). Sick leave the donor would not otherwise be able to use, such as unused leave at the end of employment or sick leave overage earned beyond the maximum accrual and not used by the established University deadline cannot be donated. All donations are subject to approval by the Human Resources. Donations not used are irrevocable.

Recipients

Recipients of sick leave donations must have been employed by the University for a minimum of one (1) full year, have received no disciplinary actions for abuse of time, and must have exhausted all earned sick, annual, personal and compensatory time. Under the program, the recipient will receive normal pay and benefits. Any leave accrued during this time will be applied in lieu of shared leave.

Guidelines and Limitations

- Donated sick leave may only be used for the purposes specified in this policy. Donated time through the Sick Leave Sharing Program is meant to cover only the duration of the serious health condition for which it was approved. A possible exception of twenty (20) hours, if available, may be retained by the recipient

upon return to work for needed follow-up care or other medically necessary leave, if needed before the next month's accrual of leave.

- The amount of requested sick leave share may also count as time under the Family Medical Leave Act.
- Employees shall have no expectation of entitlement to leave sharing. Receipt or donation of shared leave is a gift from fellow employees and is not intended to constitute or obligate debt or receipt of something in exchange.
- Receipt of donated sick leave is contingent upon the availability of donated sick leave. Receipt or denial of leave sharing is not subject to any grievance or arbitration procedure applicable to the employee.
- All donations of sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave for the purposes of the Sick Leave Sharing Program.
- An employee's eligibility to receive donated sick leave through the Sick Leave Sharing Program ends upon his/her return to full-time employment or when he/she begins to receive income from a University provided benefit, such as Long Term Disability benefits, Workers' Compensation benefits, etc.
- Donated sick leave for the care of a family member is
 - limited to twelve (12) weeks per occurrence in accordance with the Family and Medical Leave Act.
 - An employee cannot exceed two hundred sixty (260) days or two thousand eighty (2,080) hours of donated leave during total University employment.

All leave donations and distributions will be monitored and administered by Human Resources. Any variation or exception to the above policy may be subject to review by a committee, to be overseen by the Director of Human Resources. Persons involved in the administration of the Sick Leave Sharing Program are responsible for protecting the privacy of leave recipients and donors, thus efforts will be made to keep donor and recipient information confidential.

To participate in the SE Sick Leave Sharing Program as a donor or recipient, the employee (or his/her personal representative in the event the employee is incapacitated) must complete and provide the appropriate Sick Leave Application form, which is available from Human Resources. Recipients must also attach a completed Certification of Health Care Provider form (DOL Form WH 380) verifying the need for the leave and the expected duration of the condition.

11.10 SABBATICAL AND STAFF DEVELOPMENT LEAVE

Requests for sabbatical and staff development leave are submitted to the President of the University. For details, refer to the Policy Manual of the Regional University System of Oklahoma, which is available at <http://www.ruso.edu/policy-manual>.

11.11 UNPAID MEDICAL LEAVE

Southeastern Oklahoma State University requires that a physician's statement verifying an employee's eligibility for medical leave be submitted to Human Resources at least monthly. Failure to provide a statement from the physician could lead to termination. Failure to return to work at the beginning of the next scheduled workday after being released by the physician may result in termination.

The University will make every reasonable effort to reinstate an employee returning from leave to the same position and rate of pay as previously held. If the leave is to be for an extended period of time and the position must be filled, the University will attempt to hire a replacement on a temporary basis. If a permanent replacement must be hired, the returning employee will be offered the most appropriate available job with an option to return to the previous position should it become available. If no job is available when the employee is ready to return, he/she would be placed on a layoff status. (See Section 10.3, Reduction of Work Force.)

Utilization of temporary or permanent replacements must be approved by Human Resources prior to contacting possible candidates.

11.12 LEAVE WITHOUT PAY

Leave without pay is an absence from duty granted to the employee for which no pay is received.

Leave without pay may not be used unless all accrued and annual leave has been exhausted or, in the case of illness or absence for medical treatment, until all sick and annual leaves have been exhausted. A period of leave of absence pay does not count as service time for computation of benefits.

When requesting leave without pay, the employee must set forth the exact time to be absent and the reason for absence before forwarding to the department supervisor for approval through administrative channels. Leave without pay cannot be approved for more than six months at a time, and it may be refused if it is determined unreasonable or not in the best interest of the department or University. Leave without pay can be canceled by the University upon five workdays written notice. The employee may return to work before the end of the leave with written approval of the department supervisor.

The University is not obligated to reemploy the employee at the conclusion of such leave if there is not a position available in the budget unit which recommended such leave.

11.13 VOTING LEAVE

Per Oklahoma statute, a reasonable amount of time off with pay will be given for the purpose of voting in national, state and local elections.

11.14 INSURANCE COVERAGE WHILE ON LEAVE

See Section 12.9.4 Extended Sick Leave.

11.15 ADVANCED LEAVE TIME

Employees are not allowed to take any leave time prior to the date it is earned.

11.16 FAMILY AND MEDICAL LEAVE

11.16.1 Definition

In compliance with the Family and Medical Leave Act (FMLA) of 1993 as amended by the National Defense Authorization Act for FY 2008 (NDAA) and Public Law 110-181, Southeastern Oklahoma State University provides up to twelve (12) weeks of combined paid and unpaid leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for Southeastern for at least one year, and for at least 1,250 hours over the previous twelve (12) months. FMLA leave is granted for one or more of the following reasons:

- For the birth and care of a newborn child of the employee;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for a spouse, son, daughter, or a parent (but not a parent "in-law") with a serious health condition;
- To take medical leave when the employee is unable to work because of a serious health condition; or
- For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

FMLA is also granted for an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the service member.

Spouses employed by the University are limited in the amount of family leave to a combined total of 12 weeks (or 26 weeks if leave to care for a covered service member with a serious injury or illness is also used) for the following reasons:

- Birth and care of a newborn child;
- Placement of a child for adoption or foster care; or
- To care for a parent who has a serious health condition

Under some circumstances, employees may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing the employee's usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to

schedule treatment so as not to unduly disrupt the University's operation. If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to approval by the University.

11.16.2 Requirements

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if the following requirements are not met:

- The employee is required to provide 30 days advance notice when the leave is "foreseeable."
- The University may, at the university's option, require medical certification to support a request for leave because of a serious health condition, and may require a second or third opinion (at the university's expense) and a fitness for duty report prior to returning to work.

Any accrued annual leave, sick leave, or personal leave may be substituted for unpaid leave if the time off meets the criteria for using such accrued leave.

11.16.3 Benefits and Protection

For the duration of FMLA leave, the University will maintain the employee's health and life coverage under the group health and life plans as it was prior to the commencement of the FMLA leave. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

The National Defense Authorization Act for FY 2008 (NDAA), and Public Law 110-181, Section 585 amends the Family and Medical Leave Act of 1993 (FMLA) to permit a "spouse, son, daughter, parent, or next of kin" to take up to 26 workweeks of leave to care for a "member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

Employees who desire additional information concerning the FMLA (such as qualifying events, advance notice, potential impact to various fringe benefits, and medical certification) should contact Human Resources. (also the U.S. Department of Labor website at www.dol.gov/esa and select FMLA).

12. EMPLOYEE COMPLAINTS

12.1 PURPOSE

The University recognizes the right of employees to express their grievances and seek a resolution concerning work-related disagreements that arise between the University and its employees. The purpose of the employee grievance policy is to provide an avenue for the resolution of grievances without fear of coercion, discrimination, or reprisal because of exercising rights under university policy.

12.2 INFORMAL GRIEVANCES

Employees having complaints are encouraged to seek informal resolution with the people involved. The University maintains an open-door policy and encourages employees to communicate issues of concern to their supervisor or the Equal Employment Opportunity Officer (EEO). The EEO serves as a resource on university grievance policies and procedures and is available on request to provide an opportunity for neutral resolution and mediation.

If the matter cannot be satisfactorily resolved at this level, the employee may submit the complaint to the next level from the previous supervisor, as follows:

- Level 1 - Supervisor/Department Chair,
- Level 2 - Department Director or Dean,
- Level 3 - Vice President in the Employee's Administrative Channel

If the grievance cannot be resolved informally, the formal procedure is available. It provides for a prompt and impartial review of all factors involved in the grievance.

12.3 FORMAL GRIEVANCES

A formal grievance may be made when informal processes have not resolved a work-related issue concerning working conditions, employment practices. Suspensions, demotions, or discharge from employment shall not be considered as formal grievances but shall be considered as bases for appeal (See Section 10). Salary increases, job classifications, and fringe benefits are matters determined during the budget deliberations and are not subject to the policy. The formal grievance procedure does not apply to action taken during the employee's training (probationary) period or to action taken under the Reduction of Work Force Policy or the non-renewal of an individual's appointment.

12.4 EMPLOYEE GRIEVANCE COMMITTEE

The Employee Grievance Committee (EGC) is a committee that will consist of those persons appointed as provided herein: At the beginning of the academic year, each of the Vice Presidents shall appoint two representatives from his or her administrative channel to serve a term of one year only, from September through August. Each Vice President will appoint one employee from the exempt and one from the non-exempt staff. Only full-time employees with continuous service of one year or more shall be considered eligible for appointment on the grievance committee.

12.5 PROCEDURES

Filing of Grievance: All formal grievances must be filed with the Director of Human Resources who will immediately notify the EGC. The grievance must be filed with the Director of Human Resources as soon as possible, but not more than one year from the date on which the employee knows of the grievance.

1. The grievant shall state fully in writing the facts upon which the complaint is based. A written complaint must contain the following:
 - a. A clear and detailed, signed statement of the grievance,
 - b. The specific remedial action or relief sought,
 - c. A summary outlining with whom the points of dissatisfaction were discussed and with what results, and

- d. A summary of any evidence upon which the charges or complaints are based.
2. The EEO will immediately notify the respondent(s) of the formal grievance. The respondent will have 3 business days from receipt of the complaint to respond in writing to the EEO.

Withdrawal of Complaint: The grievant may withdraw the complaint at any point prior to the adjournment of the formal hearing by notifying the EEO in writing. Once withdrawn, the same complaint may not be resubmitted under any grievance procedure.

Confidentiality of Proceedings and Records: Members of the Grievance Committee and other university officials are charged individually to preserve confidentiality to the extent appropriate with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offense and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.

All records of the grievance proceeding will be held by the EEO as confidential records.

Selection of the Hearing Committee (a committee of 3 selected from the Grievance Committee):

1. The EEO will schedule a meeting within 5 business days to select three members to serve on the Hearing Committee. The Hearing Committee will determine a Hearing Committee Chair.
2. Any Hearing Committee member who cannot provide a fair and impartial hearing or consideration shall not serve.

Formal Hearing Process: All hearings shall follow these procedures:

1. Within 5 business days after reviewing the respondent's written response, the Hearing Committee shall set a hearing date.
2. The Hearing Committee will evaluate all available evidence and base its recommendation upon the evidence in the record.
3. The hearing shall be closed.
4. Length of hearing sessions may be established in advance, and reasonable rest periods may be allowed for all participants throughout the duration of the hearing.
5. The Committee shall proceed by considering the statement of grounds for grievances already formulated and the response written before the time of the hearing. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter shall be received.
6. Only evidence relevant to the grievance may be introduced into the hearing. Questions of relevance shall be decided by the committee chair.
7. A confidential recording of the hearing will be made. The recording and transcription, if any, will be arranged by the Hearing Committee Chair. The tape will be accessible to the parties involved, to members of the committee, and to the Vice President in the Employee's Administrative Channel (or President's designee in the event the Vice President is the grievant or the respondent). The EEO will keep the original recorded tape. A copy of the tape may be requested by the grievant or respondent provided that he or she supplies a blank tape to the EEO.
8. The grievant or respondent may request that the Hearing Committee Chair provide a written transcript of testimony. The cost to prepare the transcript shall be paid by the employee making the request.

Disposition of Charges: The Hearing Committee normally will communicate its findings, conclusions, and recommendations in writing to the employees involved and the Vice President in the Employee's Administrative Channel (or President's designee in the event the Vice President is the grievant or the respondent) within 3 business days of the conclusion of the hearing. If the Vice President in the Employee's Administrative Channel concurs in the recommendation of the Hearing Committee, that recommendation shall be put into effect. The Vice President (or President's designee) must report to the grievant, respondent, and the Hearing Committee his/her decision within 1 business day of receipt of the Hearing Committee's recommendation.

If the Vice President (or President's designee) does not concur in the recommendation, he/she must meet with the Hearing Committee (and legal counsel if appropriate) to reach a final decision. The work of the Hearing Committee is finished when the Vice President (or President's designee) communicates this joint decision in writing to the employees in the case, and necessary university officials.

Appeal: Either employee has the right to appeal this determination. The appeal is made by a written request to the President of the University for review of the decision and must be made within 24 hours of the date of the final decision. If no appeal is delivered to the President, the case is considered closed. The decision of the President

shall be delivered to the appellant within 2 business days and the President's decision shall be considered final and binding.

Disposition of Records: At the conclusion of the hearing, and after the final report of the Hearing Committee is submitted (and appeal completed), the tapes and all other relevant material will be maintained by the Office of Compliance & Safety.

13. FACILITIES

13.1 FIRE ALARM, REGULATIONS AND EVACUATION PROCEDURES

The fire alarm is to be sounded to warn people of any smoke, fire or explosion and is an intermittent buzzer or continuous whistle. This alarm is used only when a serious fire is burning or possible explosion is imminent in one of the buildings occupied.

When an alarm is sounded for any reason, everyone should clear the buildings by the nearest exit and proceed to an open area on campus. Everyone should stand clear of the danger area unless called upon to help and should not return to the building until an all clear is signaled.

When an alarm is sounded for any reason, do the following:

1. Make sure that the Fire Department (911) and Campus Police (745-2727) are contacted.
 - a. Give building name.
 - b. Give your name.
 - c. Follow designated plan for evacuation of building.
 - d. Have available list of residents with special assistance needs for evacuation.
2. Evacuate from the building using nearest designated exit.
 - a. Know two ways out.
 - b. Use enclosed stairwells, if available.
 - c. Continue evacuating even if the alarm stops before you are out of the building.
 - d. Completely leave the building; do not gather in the lobbies or entrances.
3. Do not return to the building until the all clear is given by the Fire Department, Campus Police Department or Safety Officer.

When you discover a fire, do the following:

1. Sound vocal alarm and mechanical alarms.
2. Report a fire to the Fire Department (911) and Campus Police (extension 2727).
3. Leave building and do not re-enter until all clear is given by the Fire Department, Campus Police Department or Safety Officer.

These procedures are to be followed each time the fire alarm sounds.

13.2 SAFETY

It is the intent of the University to abide by safety rules and regulations in accordance with the Occupational Health and Safety Act as administered by the Oklahoma Department of Labor; the Oklahoma Hazard Communication Standard as administered by the Oklahoma Department of Labor; and the National Fire Protection Code as administered by the State Fire Marshall's Office.

It is also the intent of the University to provide a safe workplace for all employees. Employees must follow all applicable safety rules and guidelines provided to them by their supervisors. All employees are required to report any unsafe condition or act to their respective supervisor who, in turn, will notify the Safety Officer.

Supervisors are responsible for informing their employees of any hazardous conditions of the work environment and for providing proper training to avoid injury or illness from such hazardous conditions.

During cold weather, there may be a need for supplemental heat in some office areas. A space heater consumes a lot of energy and can be hazardous; therefore, its use on campus is discouraged. However, if required, a space heater may be authorized for use. To protect the health and safety of students, faculty, and staff, certain precautions are necessary when using space heaters. Please call the Safety Specialist, extension 2868, when requesting to use a space heater to ensure compliance with appropriate safety codes and regulations.

13.3 TORNADO OR HIGH WINDS WARNING

A civil defense siren is sounded when a tornado has been spotted or when a very strong storm cell is over the area. Campus police office will notify the University; information from local TV/Radio stations will be confirmed by the campus police office.

Definitions

Tornado Watch – The conditions in the area specified are capable of producing a tornado.

Tornado Warning – A tornado is actually on the ground or funnel rotation has been identified by radar.

Notification

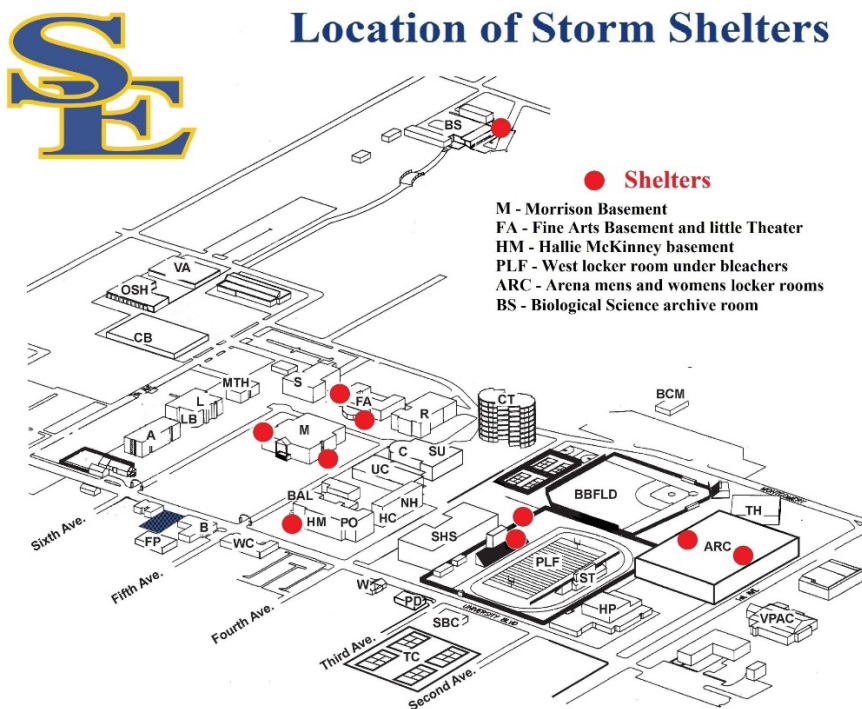
1. Civil Defense siren will sound, or
2. Campus Police will notify the University.
3. Information from local TV/radio stations will be confirmed by Campus Police.

When Warning Is Given

All persons will follow all directives given by emergency operations personnel and proceed with safety to the nearest shelter area. The primary storm shelter is the basement of the Morrison Hall, centrally located on campus. Listed below are the building storm shelter designations supplied by Environmental Health & Safety, extension 2868.

BUILDING SHELTER DESIGNATIONS

- Morrison main basement area (940 Occupancy)
- Hallie McKinney Basement (193 Occupancy)
- Bloomer Sullivan New Arena – 1st floor in the far North dressings rooms on both East and West sides (under seating.) (168 Occupancy).
- Fine Arts Little Theater- designated ADA safe area. (400 Occupancy)
- Paul Laird Field – Visitor Locker Room: designated for Dorm residents (535 Occupancy).
- Biology Building – Entrance @ NE corner (72 Occupancy)
- Fine Arts Basement (104 Occupancy) (2) in-ground
- North of the Aviation Complex (40 Occupancy)



All persons on campus have responsibilities during a tornado emergency, as follows:

1. Faculty will inform their class of the shelter location and lead them there. Once safely in the shelter, the faculty member will take roll and note any unaccounted for students.
2. Staff and employees will be led by supervisors to shelter locations. Once safely in the shelter, the supervisor or a designated employee will take a headcount and note any unaccounted for personnel.
3. Visitors, students with no scheduled class and employees not in assigned shelters will check into the nearest shelter location and report to any Emergency Operations Manager (EOM). EOMs will make note of the visitor, student or employee.

If unable to get to one of the shelters, move to the center of the nearest building away from all glass.

Residence Halls

Institute evacuation procedures (same as fire drill), as follows:

1. Sound building alarms.
2. All residence life personnel in building are to fall into duty, whether scheduled or not, and assist with evacuation.
3. Begin on top floors of each building.
4. Notify each dorm and suite.
5. Make each resident aware of situation. Do not waste time trying to convince a non-complying individual, but do note that they were warned to evacuate and did not do so.
6. Residents are to go to Morrison Hall immediately. (In the event of high winds, residents can go to the bottom floor.)
7. If time does not permit evacuation to Morrison Hall or visitor dressing room at Paul Laird Field, residents are to take shelter against interior walls on the lowest floor possible and away from windows.
8. DO NOT USE ELEVATORS.

13.4 REPAIRS

The need for emergency repairs should be reported by telephone to the Physical Plant office, extension 2839; for emergency maintenance after hours, call campus police at 2727. For repairs or work other than emergencies, use the Physical Plant online work order system. Call extension 2839 for more information.

13.5 CUSTODIANS

The custodians are under the supervision of the Physical Plant, with the exception of custodians assigned to Residence Life. Minor suggestions may be made directly by employees to the custodians, but in most cases, requests should be made through the Physical Plant online work order system or to the Director of Residence Life.

13.6 USE OF UNIVERSITY EQUIPMENT

All university equipment, including cars, trucks, etc., is to be used for official business only and is not to be used for personal convenience or gain. The department supervisor is responsible for equipment in the department and will designate the employee responsible for operating the equipment.

In compliance with 74 O.S. Supp. 1991, § 110, ¶ 1, the Finance Office maintains the necessary records to produce a current inventory of all movable equipment for which the University is accountable. Each item is appropriately marked and coded to be readily identified and located with ease.

Transfer of movable equipment shall not be made from building to building or from department to department within the same building without reporting such activity to the Finance office. Whenever it is necessary to move equipment from one area to another, an "Inventory Transfer Sheet" must be completed and forwarded to the Finance office. Department supervisors are responsible for an annual physical inventory of all equipment for which they are accountable. Theft of equipment must be reported to the campus police office.

The use of university equipment by individuals or organizations for activities not directly connected with the University is prohibited. State-owned supplies and equipment, as well as any other property for which the University is held responsible, are not to be removed from the campus except in those cases where it is necessary to carry out a university-sponsored activity which is scheduled off campus as a planned event of the University. In such cases, the use of equipment must receive prior approval of the Vice President for Business Affairs.

13.7 RISK MANAGEMENT

The state of Oklahoma is self-insured in the areas of personal property damage and bodily injury. Any person who suffers such a loss and feels that the University or a state employee is liable, should be directed to the campus police office.

Employees who witness an incident that may result in a liability claim or observe a condition that may result in such an incident should report the information to the campus police office.

Employees are covered against lawsuits resulting from performance of their duties as long as the employee is acting within the scope of his/her employment.

Any or all insurance coverage must be secured by request addressed to the Risk Manager, extension 2148, who can advise or assist departmental personnel in matters pertaining to insurance. All purchases of insurance are processed through the purchasing office, which coordinates the requests with the State Risk Management Division.

13.8 EARTHQUAKE PROCEDURES

All employees and students should take immediate cover in the event of an earthquake and do the following:

1. Position yourself under a desk or in a doorway and cover your head.
2. Stay clear of windows, shelves and heavy objects.
3. If outdoors, move away from buildings, trees, utility poles, power lines and gas meters.
4. **DO NOT USE ELEVATORS DURING EVACUATION AFTER AN EARTHQUAKE**
5. Once the tremor has passed, immediately evacuate the building and proceed to the rally point established in your department evacuation plan.

13.9 BOMB THREATS

Anyone receiving a bomb threat should proceed as follows:

1. Keep person on the phone and fill out Bomb Threat checklist.
2. **DO NOT** use a cell phone because cell phones could possibly detonate a bomb.
3. Call Campus Police at 745-2727.
4. Evacuate the building if threat is specific to the building.
5. Follow directions of Emergency Operations Managers who will initiate the University's plan.

See Department of the Treasury Bureau of Alcohol, Tobacco & Firearms Bomb Threat Checklist, provided by Campus Police, on next page.



**Department of the Treasury
Bureau of Alcohol, Tobacco & Firearms
BOMB THREAT CHECKLIST**



1. When is the bomb going to explode?
2. Where is the bomb right now?
3. What does the bomb look like?
4. What kind of bomb is it?
5. What will cause the bomb to explode?
6. Did you place the bomb?
7. Why?
8. What is address?
9. What is your name?

EXACT WORDING OF BOMB THREAT:

Sex of caller: _____ Race: _____
 Age: _____ Length of call: _____
 Telephone number at which call is received: _____
 Time call received: _____
 Date call received: _____

CALLER'S VOICE

- | | |
|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> Calm | <input type="checkbox"/> Nasal |
| <input type="checkbox"/> Soft | <input type="checkbox"/> Angry |
| <input type="checkbox"/> Stutter | <input type="checkbox"/> Loud |
| <input type="checkbox"/> Excited | <input type="checkbox"/> Lisp |
| <input type="checkbox"/> Laughter | <input type="checkbox"/> Slow |
| <input type="checkbox"/> Rasp | <input type="checkbox"/> Crying |
| <input type="checkbox"/> Rapid | <input type="checkbox"/> Deep |
| <input type="checkbox"/> Normal | <input type="checkbox"/> Distinct |

- | | |
|--|--|
| <input type="checkbox"/> Slurred | <input type="checkbox"/> Whispered |
| <input type="checkbox"/> Ragged | <input type="checkbox"/> Clearing Throat |
| <input type="checkbox"/> Deep Breathing | <input type="checkbox"/> Cracking Voice |
| <input type="checkbox"/> Disguised | <input type="checkbox"/> Accent |
| <input type="checkbox"/> Familiar (If voice is familiar, who did it sound like?) _____ | |

BACKGROUND SOUNDS:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Street noises | <input type="checkbox"/> Factory machinery |
| <input type="checkbox"/> Voices | <input type="checkbox"/> Crockery |
| <input type="checkbox"/> Animal noises | <input type="checkbox"/> Clear |
| <input type="checkbox"/> PA System | <input type="checkbox"/> Static |
| <input type="checkbox"/> Music | <input type="checkbox"/> House noises |
| <input type="checkbox"/> Long distance | <input type="checkbox"/> Local |
| <input type="checkbox"/> Motor | <input type="checkbox"/> Office machinery |
| <input type="checkbox"/> Booth | <input type="checkbox"/> Other (Please specify) _____ |

BOMB THREAT LANGUAGE:

- | | |
|--|---|
| <input type="checkbox"/> Well spoken (education) | <input type="checkbox"/> Incoherent |
| <input type="checkbox"/> Foul | <input type="checkbox"/> Message read by threat maker |
| <input type="checkbox"/> Taped | <input type="checkbox"/> Irrational |

REMARKS:

Your name: _____

Your position: _____

Your telephone number: _____

Date checklist completed: _____

13.10 ACTS OF AGGRESSION

Southeastern Oklahoma State University has many potential terrorist targets. An attack on any one of these vulnerable areas could cause major damage and widespread casualty situations. Emergency personnel must be prepared for the possibility of an act of violence against the University population or property. All employees and students are encouraged to report any suspicious behavior to the Campus Police for investigation.

13.10.1 Warning System

Campus Police will contact all Emergency Operations Managers in the event of a terrorist act. The location and nature of the attack will determine evacuation procedures. All employees and students must obey the directives of the emergency personnel in their building or area. Each departmental Emergency Preparedness and Crisis Management Plan (EPCMP) will address the primary and alternate means response and evacuation during an act of aggression on campus.

13.10.2 University Police Procedures

Campus Police will notify all outside law enforcement agencies and then take immediate action to control the danger. Protection of human life is the highest priority during a terrorist situation; therefore, Emergency Operations Managers should follow the directives of all law enforcement personnel. Local law enforcement and fire service agencies have the lead responsibility for terrorism preparedness, response and recovery activities. Campus Police procedures for reacting to an act of aggression are outlined in their departmental guidelines.

13.11 THREATENING PERSONS

Anyone having reason to believe that a person is in danger of harming themselves or others should report this information to the Campus Police immediately at extension 2727. They in turn will contact necessary personnel.

13.11.1 Violent or Armed Persons

1. **DO NOT CONFRONT!**
2. Remain calm and speak in a soft, quiet voice.
3. Protect self and others – evacuate area quickly if possible.
4. Contact Campus Police at 745-2727.

13.11.2 Suicide Intervention

1. If a person has displayed warning signs, appears to have a plan or is in immediate danger, Campus Police should be immediately contacted at 745-2727.
2. **DO NOT BE CONFRONTATIONAL!**
3. **BE ALERT FOR WEAPONS!**
4. Do not leave the person alone, **UNLESS OTHERS' SAFETY IS AT RISK!**
5. Remain calm, speaking to person in soft and quiet voice.
6. Keep others out of area if possible.

13.11.3 Threatening or Suspicious Persons

1. **DO NOT CONFRONT!**
2. Protect self and others.
3. Contact Campus Police at 745-2727.

14. GENERAL INFORMATION

The faculty and staff directory is online at www.se.edu. Please submit any directory modifications to telecommunications in a timely manner when contact information or job titles are modified.

14.1 ACCESS TO PERSONNEL FILES

This policy is intended to provide guidelines for access to employee records, while maintaining the security necessary to protect the privacy of university employees and the interest of the University.

An employee has access to his/her permanent personnel file, which is maintained in Human Resources. In addition, a faculty member has access to his/her personnel file relative to academic progress, which is maintained in the academic affairs office.

Access to appropriate records shall be in accordance with the provision of this policy and the Oklahoma Open Records Act.

14.2.1 Contents

Human Resources, as custodian of personnel files, shall determine information to be placed in the files. Only such information as is germane to the person's employment with the University shall be retained in these files. Examples of this type of information are:

- a. information pertaining to bona fide occupational qualifications;
- b. behavior and discipline matters, or
- c. personnel actions, such as appointment, change of status, etc.

Individuals may ask that material relevant to their employment be included in their personnel file by written request to Human Resources. An individual may not remove or add any records to his/her personnel file at the time of inspection.

Files related to academic progress and qualifications for faculty may be maintained in the academic affairs office.

14.2.2 Open Records Act

The following personnel records shall be deemed confidential and may be withheld from public access:

- a. those that relate to internal personnel investigations including, without limitation, examination and selection material for employment, hiring, appointment, promotion, demotion, discipline, or resignation;
- b. those where disclosure would constitute a clearly unwarranted invasion of personal privacy such as, but not limited to, employee evaluations, payroll deductions, and employment applications submitted by persons not hired by the University; or
- c. those which are specifically required by law or university policy to be kept confidential.

All personnel records not specifically falling within the exceptions provided above shall be available for public inspection after providing a written request to Human Resources.

14.2.3 Correction of Records

An employee may dispute the accuracy of any material included in his/her personnel file. Such questions should be directed to the custodian of the file in writing. If the questions are not resolved by mutual agreement, the employee may initiate a complaint, as described in (Section 13, Employee Complaints).

14.3 INCLEMENT WEATHER CAUSING EMERGENCY CLOSING

The University will remain open during severe weather unless conditions are such that the majority of students, faculty, and staff are unable to traverse city streets and other thoroughfares leading to the campus.

14.3.1 Responsibilities

The President, or his designee, based upon recommendations from the Executive Team, will make the decision whether the University will remain open or closed, determine adjusted class hours and/or work schedules, or if the employees have the option of excused absences as appropriate.

The University Communications Office will immediately notify the news media of the university closing due to severe weather.

The vice presidents will notify their directors/chairpersons, etc., of the closure, who will be responsible for notifying employees within their respective closing of the University and any special conditions relative thereto.

14.3.2 Critical Positions

Campus Police
Essential Services Staff of the Physical Plant and Residence Life
SODEXO Dining Services
Other Essential Services Determined by each Vice President

14.4.3 Closure Announcements

The University Communications Office will be responsible for contacting the news media if the President makes the decision to close any part of the University due to inclement weather conditions. The announcement will specify whether the administrative offices and/or classes will be closed. Unless the administrative offices are specifically mentioned as being closed, always assume they are open. Information will be available through campus email and www.se.edu. The timing will, of course, depend on the conditions.

(For information regarding leave/compensatory time see Section 11.3, Inclement Weather.)

14.4 MEDICAL EMERGENCY

The following plan should be implemented in cases of bodily injury on Southeastern's campus.

- 1) When an accident is discovered, campus police should be contacted, extension 2911 (emergency) with the following information:
 - a) the location of the incident
 - b) the number of individuals involved
 - c) the extent of injuries, or account of what occurred
 - d) the names of those involved (if possible)
- 2) Once Campus Police have been notified, they will contact the EMS, page the first response personnel, and assist EMS and first response personnel as needed.

When the first response personnel are not available, it is up to the individual suffering from bodily injury to determine if transport by EMS is necessary. If they do not wish to be transported, they must let EMS know they wish to deny treatment and fill out the proper paper work with the EMS.

When observing an incident it is important you make no statement regarding liability or responsibility for any accident or for the cost of medical services. Only the Attorney General can accept such an obligation.

The campus police office is responsible for completing an incident report and for notifying the Risk Manager.

14.5 COMPUTER ASSISTANCE

The Information Technology Help Desk offers computer technology assistance to all employees and provides recommendations on purchases of computer hardware, software, and peripherals. Any questions regarding computer hardware or software applications are to be directed to the Help Desk at extension 4357.

Requests to reassign computer equipment from its present use should be directed to the Help Desk. All physical moves of computer equipment should be coordinated through the Help Desk. Department supervisors are responsible for an annual physical inventory of all computer equipment for which they are accountable. Theft of computer equipment must be reported to the campus police and the Help Desk.

The use of university equipment by individuals or organizations for activities not directly connected with the University is prohibited. University-owned or controlled equipment shall not be removed from university premises except in cases where such equipment is to be used in the line of official duty and then only with approval of the Assistant Vice President for Academic Affairs for Information Technology. (For additional information see Section 14.6, Use of University Equipment.)

Employees have access to certain software through license agreements; however, the conditions for use may differ depending upon the software package. Please contact the Help Desk, extension 4357, for assistance or information regarding its appropriate use. Any data or files the user generates with the software are not bound by these restrictions and may be copied and distributed, within guidelines of confidentiality of university records, since they are the property of the University.



Civil Rights & Title IX Policy for Faculty, Students and Staff

APPENDIX FOR EMPLOYEE HANDBOOK

INTRODUCTION

Southeastern Oklahoma State University affirms its commitment to an educational and working environment free from discrimination and harassment on the basis of race, color, genetic information, national origin, religion, sex, sexual orientation, gender, age, disability, veteran status, and other protected characteristics. Discrimination of any kind, including harassment and retaliation, will not be tolerated. This policy specifically covers all civil rights and Title IX matters for all faculty, students, staff, student and employee applicants, contractors and visitors when the University becomes aware of discrimination, harassment or retaliation through a complaint or by other means. Southeastern is committed to promptly ending any instances of discrimination, harassment, or retaliation and taking appropriate measures to effectively prevent the repetition of such conduct. The University will impose appropriate sanctions to reasonably ensure that such actions are not repeated, and steps will promptly be taken to remedy the effects of the misconduct.

The University is committed to preventative programming and outreach to the campus community in order to improve campus attitudes and understanding about discrimination, harassment, sexual misconduct, effective consent, bystander intervention, and other important behavioral wellness topics.

POLICY STATEMENT

Southeastern Oklahoma State University, in compliance with applicable federal and state law and regulations, does not discriminate and prohibits discrimination on the basis of race, color, genetic information, religion, national origin, sex, age, disability, sexual orientation, gender identity, or status as a veteran in any of its policies, practices, procedures, or programs. This includes, but is not limited to: admissions, employment, financial aid, and educational services.

PRIMARY AUTHORITY

The application of other University policies not related to discriminatory misconduct may trigger this policy if any report or complaint that arises under those processes contains elements of discriminatory misconduct, and will therefore be addressed in accordance with this policy prior to the resolution of other claims.

Examples: A student grade appeal typically routed through the Academic Appeals Committee, but which contains allegations of racial discrimination must first be evaluated in accordance with the policies and procedures contained herein, before continuing through that committee.

An employee appeal from suspension, demotion, or discharge which contains allegations of gender based discrimination must first be evaluated in accordance with the policies and procedures contained herein, before continuing through that committee.

POLICY APPROVAL

Southeastern Oklahoma State University – Director of Compliance and Safety:	March 1, 2017
Regional University System of Oklahoma General Counsel’s Office:	April 17, 2017
President of Southeastern Oklahoma State University:	May 10, 2017
Policy Revisions Enacted:	March 8, 2018
Policy Revisions Enacted after new Title IX Regulations:	August 14, 2020

PRIMARY CONTACT

Michael Davis, J.D.
Special Assistant to the President for Compliance
Title IX Coordinator
Russell Building, Rm. 303
425 West University Blvd. Durant, OK
Phone: 580-745-3090
Email: mdavis@se.edu

This policy shall be prominently displayed on the www.se.edu website. The contact information for the Title IX Coordinator shall be published in each handbook or catalog that Southeastern makes available to applicants for admission and employment, students, and employees.

PART ONE OVERVIEW

1.1 KEY DEFINITIONS BY ALPHABETICAL ORDER

1.1A. Title IX Coordinator

The Title IX Coordinator is responsible for the oversight of the investigation and resolution of all reports of gender-based discrimination, sexual harassment, sexual violence, stalking, and domestic and dating violence involving students and employees. **At Southeastern the Title IX Coordinator is also the Affirmative Action and Equal Employment Opportunity Officer.** The Coordinator is trained in University policies and procedures as well as applicable laws, and is available to advise any individual, including a complainant, respondent, or a third party, about the courses of action available at the University, both informally and formally. The Coordinator is available to provide assistance to any University employee regarding how to respond appropriately to a report of discriminatory or sexual misconduct. The coordinator is additionally responsible for monitoring compliance with all procedural requirements, record-keeping, and timeframes outlined in this policy, as well as overseeing training, prevention, and education efforts. The Coordinator operates independently of other University administrative structures. At Southeastern, the coordinator is required to have least 8 hours of continued training on this topic every year of employment. The University will notify applicants for admission and employment, students, and employees of the name, title, office address, electronic email address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

1.1B. Reasonable Cause

Some credible information to support each element of the offense.

1.1C. Sexual Conduct

Sexual conduct includes, but is not limited to, any sex act, erotic touching, romantic flirtation, conversation of a carnal nature, advance or proposition for sensual activity, erotically explicit joke, remark of a carnal nature describing a person's body or clothing, display of an erotic object or picture, and physical contact reasonably believed to be of a sensual or flirtatious manner. *Sexual conduct* does not include reasonable use or delivery of bona fide lecture and/or instructional acts, statements, or materials. (See RUSO POLICY MANUAL § 5.8)

1.1D. Consent

Consent means the affirmative, and voluntary agreement to engage in a specific sexual activity during a sexual encounter. Consent can be withdrawn at any time. Consent is freely and actively given in a mutually understandable manner through words or actions that indicate a willingness to participate in a mutually agreed upon sexual activity.

- a. Consent cannot be given by an individual who is asleep, or mentally or physically incapacitated either through the effect of drugs or alcohol or for any other reason.
- b. Consent cannot be given by a person under duress, threat, coercion or force.
- c. Initiators of sexual activity are responsible for obtaining consent. Absence of expressions of non-consent is not by itself a form of consent.
- d. Silence or passivity alone and without some type of affirmative verbal or nonverbal assent to the sexual activity is not consent.
- e. Consent to any one form of sexual activity cannot automatically imply consent to any other forms of sexual activity.
- f. Previous relationships or prior consent cannot imply consent to future or present sexual acts.
- g. Consent may be ~~initially given but~~ withdrawn at any time. When consent is withdrawn or cannot be given, sexual activity must stop.
- h. Lack of consent includes instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental incapacity (such as being under the influence of alcohol or other drugs) and instances where the victim is threatened with force, threat, or other duress.
 - i. Force negates consent. Sexual activity that is forced is non-consensual.
 - ii. There is no requirement that a party physically resists the sexual advance or request, but resistance is a clear demonstration of non-consent.
- i. Willful use of alcohol or other drugs on the part of the-initiator of sexual activity will never function as a defense for any behavior that violates this policy.

- j. For all conduct sections where consent is required consent must be present.
- k. If at any time during sexual activity consent becomes unclear or uncertain, it is the responsibility of the initiator of continued activity to ensure that there is consent.

1.2 PRESERVATION OF ACADEMIC FREEDOM AND INTELLECTUAL INQUIRY

The definition of discriminatory misconduct, including sexual harassment, in this policy is meant neither to proscribe nor to inhibit discussions, in or out of the classroom, of complex, controversial, or sensitive matters, when related to a reasonable pedagogical purpose. Southeastern promotes intellectual inquiry and debate. The mere expression of views that might be seen as offensive does not by itself create a hostile environment or constitute a per se violation of this policy. The exercise of protected speech does not violate this policy.

PROHIBITED ACTS

1.2.A Discrimination

Conduct directed at a specific individual or group of individuals that subjects the individual or group to treatment that adversely affects their employment or education, or their access to institutional programs, benefits, activities or benefits, on account of race, color, genetic information, religion, national origin, sex, age, disability, sexual orientation, gender identity, or status as a veteran. Any act or omission that meets the criteria outlined by statute or caselaw for any civil rights law applicable to the University including the laws cited in this policy.

1.2.B Harassment

Any act, statement, or combination of acts and/or statements, on account of race, color, religion, genetic information, national origin, sex, age, disability, sexual orientation, gender identity, or status as a veteran, that is so objectively and subjectively severe or pervasive that it: (1) Deprives an individual of access to the education or employment opportunities or benefits provided by the university. (2) Create a hostile or abusive work or educational environment. (3) Creates a hostile or abusive environment for a visitor so as to deprive the reasonable visitor from exercising legal rights or privileges granted by the university in furtherance of the university's mission.

Harassing conduct may take many forms, including verbal acts and name-calling; graphic and written statements, which may include use of cell phones or the Internet; or other conduct that may be physically threatening, harmful, or humiliating. Harassment does not have to include intent to harm, be directed at a specific target, or involve repeated incidents.¹

1.2C Sexual Harassment under Title VII

Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the following context:

- a) When submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing;
- b) When submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual; or
- c) When such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment.
- d) Any act or omission prohibited by the sex/gender components of Title VII of the Civil Rights Act of 1964 as interpreted by established prior caselaw within the applicable federal jurisdiction.

(See RUSO POLICY MANUAL § 5.6.1)

Examples of Sexual Harassment

Conduct, whether in person, in writing, by telephone, through social media, by electronic means, or otherwise, prohibited by this policy includes, but is not limited to:

- a) Unwelcome sexual flirtation, advances or propositions for sexual activity;
- b) Continued or repeated verbal abuse of a sexual nature, such as suggestive comments and sexually explicit jokes;
- c) Sexually degrading language to describe an individual;

¹ U.S. Department of Education, Dear Colleague Letter on Harassment and Bullying, October 26, 2010.

- d) Remarks of a sexual nature to describe a person's body or clothing;
- e) Display of sexually demeaning objects and pictures;
- f) Offensive physical contact, such as unwelcome touching, pinching, brushing the body;
- g) Coerced sexual intercourse;
- h) Sexual assault; or
- i) Actions indicating that benefits will be gained or lost based on response to sexual advances.

Sexual Harassment under Title IX

Conduct on the basis of sex that satisfies one or more of the following:

(1) An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;

(2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or

(3) "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

1.2.D Sexual Violence/Assault Sexual violence/assault is a particularly pernicious form of sexual harassment. Sexual violence/assault is any sexual act directed against another person without the consent of the victim, including instances where the victim is incapable of giving consent.² The University may

² Sexual violence includes, but is not limited to, rape as defined by 21Okla.Stat. § 1111; rape by instrumentation as defined by 21 Okla. Stat. § 1111.1; forcible sodomy as defined by 21 Okla. Stat. § 888, assault as defined by 21 Okla. Stat. § 641 when committed in a sexual context, in furtherance of sexual demands, or because of a person's sex or sexual orientation; battery as defined by 21 Okla. Stat. § 642 when committed in a sexual context, in furtherance of sexual demands, or because of a person's sex or sexual orientation; aggravated assault and battery as defined by 21 Okla. Stat. § 646 when committed in a sexual context, in furtherance of sexual demands, or because of a person's sex or sexual orientation; stalking as described by 21 Okla. Stat. § 1173 when committed in a sexual context, in furtherance of sexual demands, or because of a person's sex or sexual orientation; sexual battery as defined by 21 Okla. Stat. § 1123(B); any sexual act involving a child as described in 21 Okla. Stat. 1123(A); maliciously intimidating or harassing or attempting to maliciously intimidate or harass another person because of that person's sex or sexual orientation; or inciting others, or attempting to incite others to maliciously intimidate or harass another person because of that person's sex or sexual orientation.

immediately suspend on an interim basis any employee or student reasonably believed to have committed sexual violence against another person in violation of this policy, with notice and hearing to follow promptly. Sexual violence includes, but is not limited to:

- a. *Rape*: The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person without the consent of the victim.
- b. *Fondling*: The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim.
- c. *Incest*: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Oklahoma law.

(See RUSO POLICY MANUAL § 5.6.1)

1.2.E Sexual Exploitation

Taking nonconsensual or abusive sexual advantage of another for one's own advantage or benefit, or to benefit a person other than the one being exploited. This includes but is not limited to:

- a. Nonconsensual video or audio recording of sexual or lewd activity, exceeding the boundaries of explicit consent.
- b. Engaging in voyeurism (as in a peeping tom).
- c. Knowingly transmitting a sexually transmitted disease or infection to another student or employee.

1.2.F Domestic Violence

A felony or misdemeanor crime of violence committed

- a. By a current or former spouse or intimate partner of the victim.
- b. By a person with whom the victim shares a child in common.
- c. By a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner.
- d. By a person similarly situated to a spouse of the victim who is protected from that person's acts under the domestic or family violence laws of the State of Oklahoma, specifically: [Okla.Stat. Ann. Tit. 21, §644.1.](#)
- e. Domestic violence includes physical, sexual, emotional, economic, or psychological actions or threat of actions that influence another person.

1.2.G Dating Violence

Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the

relationship, the type of relationship, and the frequency of the interaction between the persons involved in the relationship. For the purposes of this definition, dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

1.2.H Stalking

Engaging in a course of conduct directed at a specific person that would cause a reasonable person to suffer substantial emotional distress.

- a. "Course of conduct" means two or more acts, including but not limited to acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
- b. "Reasonable person" means a reasonable person under similar circumstances and with similar identities to the victim.
- c. "Substantial emotional distress" means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

1.2.I Attempts and Complicity

Attempts to or encouraging others to commit acts prohibited by this policy will be sanctioned to the same extent as if one had committed the prohibited act. Apathy or acquiescence in the presence of prohibited conduct may constitute a violation of this policy.

1.2.J Retaliation

Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of discrimination, retaliation, harassment, or prohibited sexual conduct will be treated as a separate and distinct violation (also see Section 5-7 and 5-11 of RUSO Policy Manual).

Retaliating against a person who brings a complaint forward or against an individual who has participated or is participating in an investigation or this process is taken seriously and is prohibited both by this policy and by law.

The protections against retaliation are critical to reducing discrimination and sexual misconduct within the University community. Retaliation against anyone who has reported an incident of discrimination, harassment, or sexual misconduct, provided information, or

participated in an investigation into a report is prohibited. Acts of retaliation include but are not limited to intimidation, threats, and harassment – whether physical or communicated verbally or written, as well as adverse changes in work or academic environments.

Under Title IX, retaliation is defined more specifically as a prohibition on the following conduct:

The University nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by title IX or this part, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by title IX constitutes retaliation. The recipient must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or 2032 filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to the grievance procedures.

1.2.K Obstruction

Obstruction, misdirection, and interference with investigation procedures or outcomes is prohibited. This includes falsification, distortion or misrepresentation of information, knowingly filing a complaint without good faith, and the harassment or intimidation of an individual involved in the investigation and sanction process including witnesses. This also includes the failure to comply with sanctions properly imposed through the conduct process.

1.2.L Employee Sexual

Conduct with Students No employee shall engage knowingly or attempt knowingly to engage in consensual or nonconsensual sexual conduct with any student whom the employee supervises, acts as academic advisor for, or over whom the employee has any power to determine the student's grade; honors; discipline; research opportunity; scholarship opportunity; acceptance in a graduate or other program of study; participation in arts, athletic, academic, or extracurricular competition; work-study assignment; or similar education-related matter. University employees' sexual liaisons with students in such situations exploit position, abuse power, and fundamentally harm the academic relationship. Voluntary intoxication with drugs, alcohol, or other substances shall not negate knowledge. (See RUSO POLICY MANUAL § 5.6.2 including the statement on exceptions to this policy).

1.2.M Employee Sexual

Conduct with Supervisee Supervisors' sexual liaisons with their supervisees may exploit position, abuse power, and fundamentally harm the working environment. No supervisor may engage knowingly or attempt knowingly to engage in consensual or nonconsensual sexual conduct with any employee, not his or her spouse, whom he or she supervises, directly or indirectly. Voluntary intoxication with drugs, alcohol, or other substances shall not negate knowledge. (See RUSO POLICY MANUAL § 5.6.2 including the statement on exceptions to this policy).

1.3 TRAINING FOR EMPLOYEES AND STUDENTS

Educational materials related to sexual misconduct will be disseminated to each new employee and student in an online format, and these materials will be designed to be compliant with Act law. This is achieved through the use of the *Safe Colleges* modules for students and employees and ongoing training and awareness programs conducted by University.

Any individual designated by the University as a Title IX Coordinator, investigator, decision-maker, or any person designated by the University to facilitate an informal resolution process, must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The University must ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training on the definition of sexual harassment in § 106.30 of the 2020 Title IX Regulations, the scope of the University's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and

informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. A recipient must ensure that decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. A recipient also must ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. Any materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

1.4 DESIGNATION OF AND REQUIREMENTS FOR RESPONSIBLE EMPLOYEES

All instances of discrimination, harassment, and retaliation should be properly reported to the EEO/Title IX or any person in their direct chain of command at Southeastern, any supervisor, or to the RUSO Board. Such instances may also be reported to external agencies (see Section 2.1 E of this policy). Any supervisor who witnesses or becomes aware of conduct that she or he reasonably believes may be discriminatory or retaliatory must promptly report the conduct to the EEO/Title IX Coordinator, even if the supervisor has not received a complaint. Such reports shall take place promptly.

Southeastern has designated all employees except health care providers and clinical counselors in the Wellness Center as mandatory reporters of discrimination which means that if any instance of gender-based discrimination, sexual harassment, or sexual assault is reported to a University employee, then that employee should immediately report the incident or situation to the Title IX Coordinator. An employee's report should include all relevant details, including time, place, and the individuals involved so that the University can conduct a prompt and proper investigation of the matter in order to preserve a safe campus. An employee should not share this information with law enforcement unless there is an emergency or a complainant requests such a report.

Note: Before a complainant reveals any information to a mandatory reporter of discrimination, the employee should ensure that the complainant understands the resources available to the complainant and the employee's obligation as a mandatory reporter of the information. If the complainant wants to maintain confidentiality, then the complainant should be directed to a confidential resource such as a counselor. If a person who experienced sexual misconduct wants to tell the responsible employee what happened, but maintain confidentiality, the employee should respond that the University will consider the request for confidentiality, but cannot guarantee that it will be honored. The confidentiality determination will be made by the Title IX Coordinator, based on a balancing of the complainant's privacy interest and the safety of the University community. Employees shall never pressure a complainant to make a full report if the individual is not comfortable doing so.

1.5 THE CIVIL RIGHTS AND TITLE IX COMMITTEE

The Civil Rights & Title IX Committee, or an appointed panel therefrom, will hear all claims arising under this policy, including discrimination, harassment and retaliation related to a civil rights

protection or Title IX. This includes all claims that cut across the various constituencies of faculty, staff, students, contractors, and visitors. Additionally it includes all claims that the institution's policies, procedures, services, determinations or other actions are discriminatory and cases where there is no specifically named respondent.

Note: A subset of Civil Rights and Title IX Committee members will be trained at least annually on issues specifically relating to Title IX and the four VAWA-specific categories of Dating Violence, Domestic Violence, Sexual Assault, and Stalking. This training is required by 79 CFR 62773 § 668.46(k)(2)(ii). This training will include definitional understanding including the definition of consent, and how to conduct a hearing process that protects the safety of victims and promotes accountability. This training may be done by the Title IX Coordinator or through other trainings, webinars, seminars, etc.

PART TWO PROCEDURE

2.1 INITIAL REPORTING

Employees, staff, students, campus visitors or any other participant in a University program or activity who have been a victim of discrimination, harassment, or retaliation (including sexual harassment or sexual assault) should report the incident immediately.

2.1.A Emergency

Reporting to Police

Incidents of discrimination do not always amount to criminal conduct, but instead are enforced through administrative processes to preserve equity, equal opportunity, and the protection of civil rights. However, some conduct covered by this policy is indeed criminal and should be reported as such – especially acts of domestic violence, dating violence, sexual assault, and stalking. Filing a police report allows for immediate evidence gathering procedures to be implemented which preserves future options regarding criminal prosecution, university conduct sanctions, and civil or criminal actions against the perpetrator of the crime. Reports made to Campus Police will serve to simultaneously notify University officials including the Title IX Coordinator.

Incidents can be reported to Campus Police at 301 University Boulevard by calling their emergency number at 580-745-2911 or non-emergency number at 580-745-2727. If the incident occurred off-campus, it is appropriate to call the local Police Department by dialing 911.

2.1.B Non-Emergency

Reporting to the University

All university employees have a duty to forward information reported to them to the EEO/Title IX Coordinator, any person in their direct chain of command at Southeastern, or the RUSO Board, unless they are a confidential resource such as a health care provider or clinical counselor in the Wellness Center. Reporting parties may want to consider carefully whether they share personally identifiable details with non-confidential employees, as those details will be shared with the EEO/Title IX Coordinator. If a reporting party does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal resolution to be pursued, the reporting party may make such a request to the EEO/Title IX Coordinator who will evaluate that request with legal counsel in light of the duty to ensure the safety of the campus and comply with federal law. In cases indicating pattern, predation, threat, weapons and/or violence, the University will likely be

unable to honor a request for confidentiality. In cases where the victim/complainant requests confidentiality or no formal resolution and the circumstances allow the University to honor that request, the University will offer interim supports and remedies to the victim and the community but the University will investigate and resolve the complaint to the extent possible without breaching confidentiality or revealing the complainant's identity.

A reporting party has the right, and can expect, to have reports taken seriously by University when formally reported, and to have those incidents investigated and properly resolved through this policy. Formal reporting still affords privacy to the reporter, and only a small group of officials who need to know will be told, including but not limited to: Title IX Coordinator; Division of Student Affairs; Campus Police, and the Behavioral Intervention Team. Information will be shared as necessary with investigators, witnesses and the responding party. The circle of people with this knowledge will be kept as tight as possible to preserve a reporting party's rights and privacy. Records will not be disclosed outside the University unless required by law.

To report any act of discrimination, harassment, or retaliation covered by this policy, the primary point of contact is the Title IX Coordinator. Students may wish to contact the Dean of Student Affairs as an alternate option.

Michael J. Davis, EEO/Title IX Coordinator
Administration Bldg., Room 311
580-745-3090
mdavis@se.edu

Liz McCraw, Dean of Student Affairs
Office for Student Affairs
Room 312 Glen D. Johnson Student Union
580-745-2080
lmccraw@se.edu

2.1.C Anonymous Reporting

Anonymous reports may prompt a need for the institution to investigate and should not be utilized for reporting emergencies. Emergencies should be reported by contacting the police (see above). Anonymous reporting may inherently limit the scope of the investigation due to limited information and evidence. The following anonymous reporting options have been made available:

1. Filing a student misconduct report through the University's Maxient incident reporting system:

<https://publicdocs.maxient.com/incidentreport.php?SoutheasternOKStateUniv>

2. Filing a “silent witness” report with Campus Police at the following link: <http://homepages.se.edu/public-safety/campus-police/silent-witness-information-form/>
3. Downloading the 911Shield app on your iPhone or Android smartphone and filing an “iReport” with Campus Police.
4. Filing an anonymous tip with the Regional University System of Oklahoma through the RUSO Tip Line in EthicsPoint: <https://secure.ethicspoint.com/domain/media/en/gui/30756/index.html>

2.1.D Confidential Reporting

For students:

If a student would like the details of an incident to be kept confidential and would like to decline to report an incident to the University or law enforcement, the reporting party may still speak with counselors in the Southeastern Oklahoma State University Student Counseling Center, GDJ Student Union, Room 200, (580)745–2988. The Counseling Center will maintain confidentiality except in extreme cases of immediacy of threat or danger or abuse of a minor. Campus counselors are available to help free of charge to students and can be seen on an emergency basis during normal business hours. These employees will submit yearly anonymous statistical information for Clery Act purposes unless they believe it would be harmful to their client.

For employees:

Employees can contact the Crisis Control Center at (580) 924-3000. Additionally, employees can contact the National Sexual Abuse Hotline at 800-656-4673. Resources may also be available through the Employee Assistance Program offered through Lincoln National Life Insurance Company at 1-877-757-7587 or www.eapadvantage.com.

2.1.E External Reporting

Employees may make Title VII discrimination and/or retaliation complaints to an appropriate agency external to RUSO or Southeastern, such as the following:

U.S. Equal Employment Opportunity Commission (“EEOC”)
Phone: 1-800-669-4000
Email: info@eeoc.gov

U.S. Department of Justice Civil Rights Division
Phone: (202) 514-4609
TTY Phone: (202) 514-0716

Oklahoma Office of Civil Rights Enforcement (OCRE)
Phone: (405) 521-3921

NOTE: Victims reporting violations of this policy should be aware that university administrators must issue immediate timely warnings for incidents reported to them that are confirmed to pose a substantial threat of bodily harm or danger to members of the campus community. The university will make every effort to ensure that a victim’s name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the danger.

2.2 INVESTIGATION OF A GRIEVANCE

2.2.A Process

An individual may initiate the investigation process by filing a grievance with the EEO/Title IX Coordinator. Employees may additionally may report such grievances to any person in their direct chain of command at Southeastern, and to the RUSO board directly using the EthicsPoint reporting system. Grievances must be reduced to writing if they not already in writing. Grievances may be submitted in writing using the *Civil Rights Grievance Form*, using the *Maxient* incident reporting platform, or by mail, electronic email, or submission of a hand delivered letter to the EEO/Title IX Coordinator. Where the complaint is made orally initially, the University and/or the EEO/Title IX Coordinator will direct the complainant to submit a written complaint and to specify whether they wish the University to perform an investigation. Individuals can be assisted by the EEO/Title IX Coordinator in reducing their complaint to written format if requested. The complainant shall make any necessary corrections to the written version of their complaint and shall sign and date the final draft of the written version. An investigation into discrimination, harassment, or retaliation may be initiated regardless of whether a formal grievance has been filed or not if a written complaint is drafted and signed by the EEO/Title IX Coordinator. The EEO/Title IX Coordinator will be available to explain the process to involved parties or third parties as requested. The investigation process will be prompt, fair,

and impartial. This means the process will be completed within a reasonable timeframe and without undue delay. The individuals conducting the investigation shall not have a conflict of interest or bias for the complainant or respondent. In cases of contractors and visitors, the University may have limited jurisdiction over the grievance and limited ability to secure any sanction beyond banning or removing specific individuals from campus or terminating various vending agreements. Investigations shall not last longer than 60 days unless there is a circumstance that reasonably hinders the investigation. Good cause for delay or extension include considerations such as the absence of a party, a party's advisor, a witness, concurrent law enforcement activity, or accommodation requirements.

When the EEO/Title IX Coordinator receives information that reasonably supports allegations that discrimination and/or retaliation may have occurred but the putative victim(s) have not filed a grievance, the EEO/Title IX Coordinator will communicate with the potential aggrieved individual in order to determine whether the individual wishes an investigation to be conducted. During this contact the EEO/Title IX Coordinator will discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal grievance, and explain to the complainant the process for filing a formal grievance.

The EEO/Title IX Coordinator will then decide, whether to initiate an investigation, and reserves the ability to initiate an investigation even if the victim does not want an investigation to be conducted. If, after communication with the potential victims of discrimination, the EEO/Title IX Coordinator determines to initiate an investigation the notification requirements in Section 2.2D will be followed and written notice of an investigation will be provided

The respondent is always presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. Even a prophylactic measure such as a properly implemented emergency removal does not mitigate this presumption.

The University may consolidate formal grievances against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

2.2.B Distinct and Separate Process

The University may undertake a short delay to allow evidence collection when criminal charges on the basis of the same behaviors that invoke this process are being investigated by police or other law enforcement. University action will not be precluded on the grounds that civil or criminal charges involving the same incident have or have not been filed or that charges have been dismissed or reduced. The Civil Rights & Title IX Process is distinct from any criminal investigation and flows from the University's obligation under Title IX and other equity laws to ensure it is providing a safe and nondiscriminatory environment. If a complainant wishes to pursue criminal processes only and wants to waive any University response to the situation, they should make that request to the Title IX Coordinator – and such requests will usually be respected unless the University must act independently to preserve the safety of the campus community from a threat or future violation of policy.

2.2C Gatekeeping

No formal investigations shall commence unless the Title IX Coordinator or designee determines through a preliminary investigation that enough information exists and that a case merits investigation. This gatekeeping function is based on whether reasonable cause exists to believe that policy may have been violated. If the preliminary stages of investigation, including the information from the grievance itself, do not produce sufficient evidence to believe a policy may have been violated, then the investigation will cease and no formal notice of allegations will be issued and no hearings will be held. Additionally, this gatekeeping function shall consider any requests for inaction from the University or confidentiality from the complainant and evaluate whether there is enough of a pattern of misconduct or threat of further harm to the campus community to honor those requests or not.

Mandatory and Permissible Gatekeeping Under Title IX

At the time of filing a formal complaint categorized as Title IX discrimination, harassment, or retaliation then *for the purposes of Title IX*, a complainant must be participating in or attempting to participate in the education program or activity of the University, and must take place in the United States. If this is not the case, the complaint is required by law to be dismissed.

The University has the discretion to dismiss a Title IX case in instances where the complainant wishes to withdraw a grievance and verifies such intent in writing; where the respondent is no longer enrolled with or employed by the University; or other specific circumstances exist that prevent the University from gathering evidence sufficient to reach a determination as to the formal grievance or its asserted allegations. Any dismissal shall trigger prompt notice simultaneously to the parties in writing including the reasons for the dismissal.

2.2D Investigation Procedures

If the complainant is not anonymous and is available, the EEO/Title IX Coordinator or appropriate designee will meet with the complainant to discuss the complaint submitted, review the investigation and hearing process, and discuss the outcome desired from the complaint. The complainant will be notified of receipt of the grievance and the immediate interim actions or remedies the university will take, if any. The gatekeeping determination mentioned above can be determined at this point, or in any other of the preliminary phases of investigation.

If the respondent in the grievance is a student, then the Student Conduct Coordinator and/or other appropriate Student Affairs professionals may be appointed by the Title IX Coordinator to conduct an investigation. If the respondent in the grievance is an employee, contractor, or visitor, then the EEO/Title IX Coordinator or trained designee will investigate.

When the parties are known to the University and an investigation is commenced, the Title IX Coordinator or designee will provide written notice to the parties, including reference to the grievance process and policy and details about informal resolution processes. The notice will include a summary of the allegations of discrimination, harassment or retaliation – including the specific policy provision alleged to have been violated, identities of the parties involved and the date and location of the alleged

incident or incidents. The written notification will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notification will state that the parties may have an advisor of their choice who may be but is not required to be an attorney, and that the parties may inspect and review any evidence. Finally, the written notice will inform the parties of the policy prohibition on making false statements or knowingly submitting false information during the grievance process. Supplementary notice will be provided promptly if the investigation expands to include further allegations not provided in the initial notice.

Sufficient time must be provided for a party to prepare a response before any initial interview.

The burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the University and not on the parties - provided that the University cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the recipient obtains that party's voluntary, written consent to do so.

This investigation will include meeting with the complainant(s) and with the respondent(s), meeting with relevant witnesses, and reviewing any relevant evidence including evidence submitted by the parties, including any prior complaints of misconduct, and making any site-visits as needed. Parties may have an advisor present during any investigation meeting. The role of the advisor will be limited to being present only; the advisor will not be permitted to speak to anyone other than their advisee during any meeting, interview or hearing relevant to the investigation, with the exception of cross examination within the hearing setting. If the advisor is an attorney, the party shall notify the Title IX Coordinator that an attorney will be present at least two days prior to the meeting, interview or hearing.

The parties involved will have equal opportunities to present information to the investigators including the opportunity to present witnesses including fact and expert witnesses and other inculpatory and exculpatory evidence. The parties will be provided equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the University does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the University will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report.

The investigator will then create an investigative report that fairly summarizes relevant evidence, including inculpatory and exculpatory evidence and, at least 10 days prior to a hearing, send to each party and the party's advisor, if any, the investigative report in an electronic format, for their review and written response. The written response of any party will be included as an attachment to the investigative report at the hearing. Credibility determinations made within the investigative report cannot be based on the person's status as complainant, respondent, or witness.

Under no circumstances, except with voluntary consent, will an individual (including an employee or applicant) be required to discuss the alleged discriminatory and/or retaliatory conduct with the person alleged to have committed the discrimination and/or retaliation. This applies before, during, and after investigation of any grievance.

Information related to prior sexual history [of either of the parties will be prohibited, except in very limited circumstances regarding prior sexual history between the parties where such information may be relevant to the issue of consent. However, consent will not be assumed based solely on evidence of any prior sexual history.

2.3 AGREEMENT-BASED RESOLUTION OPTIONS

In appropriate cases the University may choose to pursue agreement-based resolution with the consent of all parties at any point in the investigation process. When an informal agreement-based process is commenced the parties will receive a written notice disclosing the allegations, the requirements of the informal resolution process, information relating to waiver of full investigation and hearing as a result of the agreement-based process, and the right to withdraw from the informal process and resume the formal process. The agreement-based resolution option cannot be commenced without each party's voluntary, written consent and cannot be utilized in situations where an employee is alleged to have sexually harassed a student.

Alternative resolution options can include mediation, admission of misconduct, specific action plans, voluntary agreements, or sanctions. Any alternative resolution must be reduced to writing by the EEO/Title IX Coordinator and be signed or electronically assented to by each party and by the Coordinator. All parties will be notified of the right to end the alternative resolution process at any time and resume the formal process. The investigator will document the outcome of any alternative resolution and share with the parties and the Title IX Coordinator.

Any facilitator of an agreement-based informal resolution process must receive training as required by applicable law including Title IX regulations if the case is categorized as a Title IX investigation.

2.4 HEARING PROCEDURES

If an agreement-based resolution option is inappropriate or if they are declined by the parties or by the University, a hearing will take place if there is still, after investigation, enough reasonable cause on which to hold a hearing. Whether or not a hearing occurs will not-necessarily impede the supportive measures for complainant or respondent mentioned in Section 4.2 of this policy.

When a hearing is scheduled to take place, the University will provide to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate. Parties will continue to have access to all evidence, even such evidence not included in the investigative report, at the hearing, to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

After the passage of ten days for the parties to review the investigative report and submit written responses, a panel of three Civil Rights and Title IX Committee members will be assembled to hold a live hearing. Any investigators of the case are not eligible to serve on the hearing panel, but shall be available to explain their investigative report to the panel. Neither a respondent nor a complainant in a discrimination or retaliation investigation may be one of the decision makers charged with determining whether the respondent discriminated or retaliated against the complainant.

Hearing notification will occur at least five days in advance and include the hearing date, time and location. Hearings will be scheduled around work or class schedules, and will not be postponed unless extraordinary circumstances exist. No fewer than ten days prior to the hearing, the parties shall be provided the investigative report that will be submitted to the hearing panel for review.

Allegations of discrimination, harassment, or retaliation will be heard by the panel. The hearing includes opening statements, discussion of relevant parts of the investigation report, information about the incident or incidents, presentation of information by witnesses brought by the parties, cross-examination of the parties and witnesses, and closing statements. Each party is permitted to have a person of their choosing to accompany them throughout the hearing as an advisor. Their advisor may confer quietly with their party, exchange notes, clarify procedural questions, conduct cross-examination, and generally assist the party in all manner other than speaking for them on their behalf or to the panel on a substantive matter.

Cross-examination is sensitive and must take place in a phased process. Each party's advisor is permitted to ask the other party and any witnesses all *relevant* questions and follow-up questions, including those challenging credibility. Such cross-examination at the live hearing must be conducted directly, orally, and in real time by the party's advisor of choice and never by a party personally. Only relevant cross examination and other questions may be asked of a party or witness. Before a complainant, respondent, or witness answers a cross-examination or other question, the decision-maker(s) must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. Therefore, upon the oral recitation of each question there will be a brief pause for the panel to consider the relevancy. If any member of the panel believes the question may be non-relevant the panel shall take a vote, and if a majority of the panel agrees the question is non-relevant, then a brief adjournment shall commence so that the panel can draft a written explanation/rationale as to why the question will be excluded. Only after this rationale is read aloud to the room will the next question commence.

If a party does not have an advisor present at the live hearing, the University will provide without fee or charge to that party, an advisor of the University's choice, for the limited purpose of asking questions during cross examination. The questions, insofar as a University provided advisor is concerned, shall be limited to questions drafted by the party.

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered

to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. If a party or witness does not submit to cross-examination at the live hearing, the decision-maker(s) must not rely on any statement of that party or witness in reaching a determination regarding responsibility; provided, however, that the decision-maker(s) cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions.

At either party's request, the hearing be arranged with the parties located in separate rooms with technology enabling the decision-maker(s) and parties to simultaneously see and hear the party or the witness answering questions. The use of technology must enable parties to see and hear each other, and for parties to see other participants including witnesses.

- In the hearing, the parties will have equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

Unduly repetitive character witnesses or any other types of witnesses including expert witnesses can be limited at the discretion of the panel.

The standard of proof used in all university hearings is preponderance of the evidence.

The University will record an audio or audiovisual recording of any live hearing and make it available to the parties for inspection and review.

2.5 OUTCOME

The outcome will be determined by a majority vote of the panel, and the sanction can be based not just on the facts in the present case but also any conduct history of the respondent in totality. Possible outcomes include the entire range of sanctions listed in this policy. Specifically, the panel shall determine if the respondent is responsible or not responsible for violations of this policy and recommend a sanction if they are responsible. Both parties will be notified within fourteen business days after the hearing.

The written outcome determination will include:

- A reference to the policy provision alleged to have been violated,
- A summary of the allegations,
- A log of each procedural step taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held,
- Findings of fact supporting the determination,
- Conclusions regarding the application of the Civil Rights & Title IX Policy to the facts,

- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the imposed on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the University to the complainant, and
- The recipient's procedures and permissible bases for the complainant and respondent to appeal.

The University will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the University provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

2.6 APPEAL

Appeals shall be on paper, to a three-person panel of the Civil Rights & Title IX Committee who are not the same persons who sat on the initial hearing panel. Any individual who was previously involved in complainant's investigation or hearing in an investigative or decisional capacity may not serve on the appeals panel. The written appeal must include the basis for seeking the appeal and include information to support such basis. Either party may appeal from a finding of responsibility, or a dismissal of a formal grievance or any allegations within the formal grievance. It shall be received by the Title IX Coordinator no later than three (3) business days after the date of the determination being appealed. If no written request for an appeal is received by the University within the time specified, the request for an appeal will not be reviewed and any sanctions imposed will be final.

An appeal must be based on one of the following bases:

- (A) Procedural irregularity that affected the outcome of the matter;
- (B) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- (C) The EEO/Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

2.7 PRESERVATION OF OTHER RIGHTS

If a tenured faculty member is dismissed from employment as a result of the process outlined in this policy, that individual preserves the right to appeal to the Appellate Committee on Dismissal of Tenured

Faculty Members, consistent with section 4.6.12 in the Academic Policies and Procedures Manual. If a tenured faculty member receives a sanction other than dismissal, then that individual preserves the rights in section 4.6.11.

Employees preserve the rights listed in the Employee Handbook, Section 9 and 10. Nothing in this policy is intended to conflict with the provision of those employment appeal rights.

Students who were respondents who were sanctioned via this policy and complainants in a case brought through this policy for gender-based discrimination, sexual harassment, domestic violence, dating violence, sexual assault or stalking have exhausted their appeals. The Civil Rights and Title IX Committee serves as the "Committee on Student Conduct" for these cases. However, students who were respondents in a case brought through this policy for any other violation, and who received a sanction of suspension, expulsion, or degree revocation maintain their right to a hearing before the Committee on Student Conduct as described in the Student Handbook.

The University may impose an interim suspension on an employee or student during the investigatory phase. If the University pursues this route, employees preserve rights listed in § 9.4 of the Employee Handbook, Tenured Faculty preserve rights listed in § 4.6.7 of the Academic Policies and Procedures Manual, and Students preserve rights listed in § C(2)(g) of the Student Handbook.

PART THREE

INFORMATION SPECIFIC TO SEXUAL HARASSMENT & ASSAULT

3.1 IMMEDIATE PROCEDURES FOR SEXUAL ASSAULT VICTIMS

3.1.A Preserving Evidence: In order to best preserve evidence campus police/law enforcement officials should be contacted as soon as possible after an assault has occurred. If at all possible a sexual assault victim, who has the option of going for help at the nearest emergency room, should not shower, change clothes or brush his or her teeth. Preserving evidence may be necessary to the proof of criminal domestic violence, dating violence, sexual assault, or stalking, or in obtaining a protective order. Victims are encouraged to call the campus police or local law enforcement to initiate a report and to help preserve evidence. It is up to the victim if prosecution is pursued.

3.1.B If unable to get to the Emergency Room, get to a safe, secure place.

3.1.C Report by one of the following options:

- a. To report as a crime or emergency, notify Campus Police (580) 745-2911 and/or Durant or other local Police at 911.
- b. To report to the University and/or to have University officials assist you in notifying law enforcement, contact one of the following resources:
 - i. Housing and Residence Life
 1. Main office: 580-745-2948 (use this # during regular business hours)
 2. Other Housing Contact: (580) 380-7460
 - ii. The Title IX Coordinator: 580-745-3090
 - iii. The Dean of Student Affairs: 580-745-2080

If you are a student and prefer not to notify law enforcement or responsible University officials, you may access campus services from the University Counseling Center. Or you can call the Crisis Control Center at (580) 924-3000 or call another support agency or office. If you are an employee and prefer not to notify law enforcement or responsible University officials, you may contact the Crisis Control Center at (580) 924-3000. Additionally, employees can contact the National Sexual Abuse Hotline at 800-656-4673. Resources may also be available through the Employee Assistance Program offered through Lincoln National Life Insurance Company at 1-877-757-7587 or www.eapadvantage.com. Please remember that reluctance or unwillingness to make a complete report to campus security and the police will make it difficult for either the police or the University to take appropriate action or safety measures; this includes reporting the dangers to the campus community.

3.2 MANDATORY REPORTING - SEXUAL MISCONDUCT INVOLVING A CHILD OR A MINOR

Sexual misconduct involving a child/minor (anyone under 18 years of age) must be reported. Oklahoma state law requires that any person who has reason to believe that a minor is a victim of child abuse or neglect (including sexual misconduct) has an affirmative duty to make an oral report to the Department

of Human Services. You may do so using the Department of Human Services hotline at **1-800-522-3511**. Failure to report may result in criminal charges.

3.3 AMNESTY

The University strongly encourages students and employees to report instances of sexual misconduct. Therefore, students reporting an incident of sexual misconduct will not be disciplined by the University for offenses that are minor in scope and consequence that are connected to the incident of sexual misconduct. For offenses of a more serious scope, a diminished penalty will be considered if deemed appropriate under the conduct process so long as the offense is entangled in an instance of sexual misconduct and the individual requesting amnesty did indeed report the matter promptly.

3.4 RISK REDUCTION AND BYSTANDER INTERVENTION

Do not confuse risk reduction tips for victim-blaming. The Federal Violence Against Women Reauthorization Act of 2013 and associated Department of Education Regulations on the Violence Against Women Act (34 CFR Part 688) requires institutions of higher education to provide risk reduction tips to the campus community. These tips are offered in the hope that recognizing patterns can help men and women to reduce the risk of victimization. Generally, an assault by a known offender will follow a four step pattern:

1. An individual's personal space is violated in some way. For example, the perpetrator may touch the victim in a way that does not feel comfortable.
2. If the victim does not express discomfort, the perpetrator may begin to view the victim as an easy target because she/he is not acting assertively.
3. The perpetrator may take the victim to a location that is secluded and where the victim is vulnerable.
4. The victim feels trapped or unable to be assertive and is raped or assaulted.

If you find yourself in an uncomfortable sexual situation, these suggestions may help you to reduce your risk:

- Make your limits known as early as possible.
- Tell a sexual aggressor "NO" clearly and firmly.
- Try to remove yourself from the physical presence of a sexual aggressor.
- Find someone nearby and ask for help.
- Take affirmative responsibility for your alcohol intake/drug use and acknowledge that alcohol/drugs lower your sexual inhibitions and may make you vulnerable to someone who views a drunk or high person as a sexual opportunity.
- Take care of your friends and ask that they take care of you.

If you find yourself in the position of being the initiator of sexual behavior, you owe sexual respect to your potential partner. These suggestions may help you to reduce your risk for being accused of sexual misconduct:

- Clearly communicate your intentions to your sexual partner and give them a chance to clearly relate their intentions to you.

- Understand and respect personal boundaries.
- DON'T MAKE ASSUMPTIONS about consent; about someone's sexual availability; about whether they are attracted to you; about how far you can go or about whether they are physically and/or mentally able to consent. If there are any questions or ambiguity then you DO NOT have consent.
- Mixed messages from your partner are a clear indication that you should stop, defuse any sexual tension and communicate better. You may be misreading them. They may not have figured out how far they want to go with you yet. You must respect the timeline for sexual behaviors with which they are comfortable.
- Don't take advantage of someone's drunkenness or drugged state, even if they did it to themselves.
- Realize that your potential partner could be intimidated by you, or fearful. You may have a power advantage simply because of your gender or size. Don't abuse that power.
- Understand that consent to some form of sexual behavior does not automatically imply consent to any other forms of sexual behavior.
- Silence and passivity cannot be interpreted as an indication of consent. Read your potential partner carefully, paying attention to verbal and non-verbal communication and body language.

3.4.A. Safe and Positive Options for Bystander Intervention

Reducing instances of sexual assault and other gender-based misconduct must be a team effort, involving all members of the campus community. We must all take it upon ourselves to respond appropriately when we notice something inappropriate or dangerous. The following are positive options for bystander intervention:

- Notice the Incident. Bystanders first must notice the incident taking place. Obviously, if they don't take note of the situation there is no way they can help.
- Interpret Incident as Emergency. Bystanders also need to evaluate the situation and determine whether it is an emergency, or at least one in which someone needs assistance. Again, if people do not interpret a situation as one in which someone needs assistance, then there is no need to provide help.
- Assume Responsibility. Another decision bystanders make is whether they should assume responsibility for giving help. One repeated finding in research studies on helping is that a bystander is less likely to help if there are other bystanders present. When other bystanders are present responsibility for helping is diffused. If a lone bystander is present, he or she is more likely to assume responsibility. Defeat this tendency by assuming responsibility and helping whenever you can safely do so, whether you are alone or in a group of bystanders.
- Attempt to Help. Whether this is to help the person leave the situation, confront a behavior, diffuse a situation, or call for other support/security.
- Tips for Intervening: In a situation potentially involving sexual assault, relationship violence, or stalking:
 - Approach everyone as a friend
 - Do not be antagonistic
 - Avoid using violence
 - Be honest and direct whenever possible
 - Recruit help if necessary
 - Keep yourself safe

- If things get out of hand or become too serious, contact the police

3.5 NOTIFICATION OF RELEVANT LAWS

In accordance with the Violence Against Women Reauthorization Act of 2013, please be advised that the following definitions are applicable should you wish to pursue Oklahoma state criminal or civil actions. These definitions may differ from the University's administrative policy definitions noted above. The University's administrative system and disciplinary procedures are separate and distinct from those available to someone in a state civil or criminal action. Individuals may seek administrative remedies in accordance with this policy and also may seek state or federal civil or criminal remedies for the same incident through the applicable systems. The definitions set forth below are reviewed and verified annually; for a more frequently updated resource, please consult the Oklahoma State Court Network website at <http://www.oscn.net>.

1. DEFINITION OF RAPE Oklahoma Penal Code, 21 O.S. §1111 defines rape as: Rape is an act of sexual intercourse involving vaginal or anal penetration accomplished with a male or female who is not the spouse of the perpetrator and who may be of the same or the opposite sex as the perpetrator under any of the following circumstances: 1. Where the victim is under sixteen (16) years of age; 2. Where the victim is incapable through mental illness or any other unsoundness of mind, whether temporary or permanent, of giving legal consent; 3. Where force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person; 4. Where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit; 5. Where the victim is at the time unconscious of the nature of the act and this fact is known to the accused; 6. Where the victim submits to sexual intercourse under the belief that the person committing the act is a spouse, and this belief is induced by artifice, pretense, or concealment practiced by the accused or by the accused in collusion with the spouse with intent to induce that belief. In all cases of collusion between the accused and the spouse to accomplish such act, both the spouse and the accused, upon conviction, shall be deemed guilty of rape; 7. Where the victim is under the legal custody or supervision of a state agency, a federal agency, a county, a municipality or a political subdivision and engages in sexual intercourse with a state, federal, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim; or 8. Where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in sexual intercourse with a person who is eighteen (18) years of age or older and is an employee of the same school system. 9. Where the victim is nineteen (19) years of age or younger and is in the legal custody of a state agency, federal agency or tribal court and engages in sexual intercourse with a foster parent or foster parent applicant. i. Rape is an act of sexual intercourse accomplished with a male or female who is the spouse of the perpetrator if force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person.

2. DEFINITION OF CONSENT Oklahoma Penal Code, 21 O.S. §1114, indicates consent is not effective in cases of: a. rape committed by a person over eighteen (18) years of age upon a person under fourteen (14) years of age; or b. rape committed upon a person incapable through mental illness or any unsoundness of mind of giving legal consent regardless of the age of the person committing the crime; or c. rape accomplished where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit; or d. rape accomplished

where the victim is at the time unconscious of the nature of the act and this fact is known to the accused; or e. rape accomplished with any person by means of force, violence, or threats of force or violence accompanied by apparent power of execution regardless of the age of the person committing the crime; or f. rape by instrumentation resulting in bodily harm is rape by instrumentation in the first degree regardless of the age of the person committing the crime; or g. rape by instrumentation committed upon a person under fourteen (14) years of age.

3. DEFINITION OF DOMESTIC/DATING VIOLENCE Oklahoma Penal Code, 21 O.S. §644, defines domestic and dating violence as: "...any person who commits any assault and battery against a current or former spouse, a present spouse of a former spouse, a former spouse of a present spouse, parents, a foster parent, a child, a person otherwise related by blood or marriage, a person with whom the defendant is or was in a dating relationship as defined by Section 60.1 of Title 22 of the Oklahoma Statutes, an individual with whom the defendant has had a child, a person who formerly lived in the same household as the defendant, or a person living in the same household as the defendant shall be guilty of domestic abuse." 4. Definition of Stalking Oklahoma Penal Code, §21-1173, defines stalking as: "Any person who willfully, maliciously, and repeatedly follows or harasses another person in a manner that: a. Would cause a reasonable person or a member of the immediate family of that person as defined in subsection F of this section to feel frightened, intimidated, threatened, harassed, or molested; and b. Actually causes the person being followed or harassed to feel terrorized, frightened, intimidated, threatened, harassed, or molested..."

PART FOUR

VICTIM CARE, PROTECTIVE, AND REMEDIAL MEASURES

4.2 SUPPORTIVE MEASURES

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the University's educational environment, or deter harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The University will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide the supportive measures. The EEO/Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

These supportive measures may include

- Referral to counseling and health services or to the Employee Assistance Program
- Altering the housing situation of an accused student or resident employee (or the complainant, if desired).
- Altering work arrangements
- Providing campus escorts
- Implementing contact or geographic limitations between the parties
- Offering adjustments to academic deadlines, course schedules, dining arrangements, etc.
- Impose an interim suspension on an employee or student.
- Ban specific contractors or visitors from campus.
- Re-assignment of job tasks or supervisory authority
- Provision of immediate alternative office location or workstation
- Support and guidance for obtaining a protective order

Medical treatment is available through local physicians or at Alliance Health Durant where evidence may be collected to preserve the option of prosecution if the complainant so chooses.

The University will provide written notification to victims about options for, available assistance in, and how to request changes to a working situations or other protective measures. The University will provide these measures if the victim requests them and if they are reasonably available regardless of whether the victim chooses to report the crime to campus police or local law enforcement. This written notification will also include options for existing counseling, health, mental health, victim advocacy, legal

assistance, visa and immigration assistance, and other services if they are available for victims within the University or the local community. This written notification may be in the form of a brochure-style pamphlet.

4.2 SANCTIONS

4.2.A Possible Sanctions for Students Under This Policy:

- **Warning.**
- **Customized Restrictions or Projects:** Including but not limited to: letter of apology, presentation of a workshop, preparation of a research paper or project, social probation, community service, assessment or evaluation, counseling, no contact orders (may include restricted access to campus services/amenities/enrollment/facilities/etc.) , assigned a mentor/role model, required community/organizational involvement, restitution for damages, punitive fines, eviction from residence halls, loss of privileges (i.e. visiting privileges in housing or denial of access to computer or other campus services) prohibiting membership or leadership in campus organizations; or denial of participation in any official athletic or non-athletic extracurricular activity, including practices or travel; or withholding of official transcript or degree; or blocking from enrollment for a specified period of time; intervention program (may require a fee); or any combination of the above.
- **Conduct probation:** A student may be placed on conduct probation for a specified time frame. If a second violation occurs while a student is on probation, disciplinary action will be based on both charges. If the student has a Dean's disciplinary hold on the student records, it is removed at the discretion of the Conduct Officer.
- **Suspension:** A student may be suspended from the University for a definite period of time not less than the remainder of the current semester in which student is enrolled. The student who has been suspended may apply for readmission at the close of the period for which the student was suspended. A suspension hold will be placed on the student's transcript during the period of suspension.
- **Expulsion:** When a student is expelled, a record of this action will be noted on the student's transcript and it will be a part of the student's permanent record in the Office of the Registrar. A student who is expelled will not be allowed to re-enter the university.
- **Degree revocation or rescission of credit.**
- **Temporary suspension:** A student may be temporarily suspended from the university or university housing to ensure safety and well-being of members of the university community or preservation of university property; to ensure a student's own physical or emotional safety and well-being; and/or if the student poses an ongoing threat or disruption. During the temporary suspension, a student may be denied access to university housing and/or all other university activities, privileges, and property for which the student might otherwise be eligible, as the

conduct officer may determine to be appropriate. The temporary suspension does not replace the regular process, which shall proceed on the normal schedule, up to and through a student hearing and appeal, if required. The student will be notified in writing of this action and the reasons for the temporary suspension. The notice shall include the time, date, and place of an initial hearing at which the student may show cause why his or her continued presence on the campus or in university housing does not constitute a threat.³

4.2.B Possible Sanctions for Employees Under This Policy:

- **Warning:** A warning is a formal method of informing an employee of a violation of University rules, guidelines, and/or policies. Additional violations will initiate the progressive disciplinary process.
- **Mandated Assessment** by a university approved licensed psychologist, physician or healthcare provider.
- **Access restrictions:** geographically defined as needed.
- **Reassignment:** relocation to new job location or new job duties either physically or structurally.
- **Demotion:** A reduction in rank or status.
- **Administrative Leave:** Temporary removal of an employee from performing his/her work duties.
- **Nonrenewal**
- **Termination:** If the nature of the violation is so problematic and/or harmful to the campus community that a warning or a suspension is not appropriate; the University's recommendation will be to terminate employment.

4.2.C Possible Sanctions for Contractors and Visitors Under this Policy

- **Warning:** A warning is a formal method of informing a contractor or visitor of a violation of University rules, guidelines, and/or policies.
- **Ban:** Individuals or groups may be formally banned from University property or sponsored events
- **Termination:** Contractor agreement will be terminated.

³ Title IX Regulations refer to Temporary Suspension as "Emergency Removal." When a student is being temporarily suspended *in a matter categorized as a Title IX investigation*, such emergency removal is permitted provided that the University undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. In such instances, the challenge of the removal will take place in a manner consistent with the Temporary Suspension policies in the Student Code of Conduct while complying with the requirements of the Title IX regulations

PART FIVE DISABILITY RIGHTS

5.1 DEFINITION

Person with Disability

Any person who:

- has a physical or mental impairment that substantially limits one or more major life activities,
- has a record of such impairment, or
- is regarded as having such an impairment.

Major Life Activity:

“Major life activity” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, major bodily functions, and an impairment that is episodic or in remission.

A Qualified Individual with a Disability:

An individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.

5.2 REASONABLE ACCOMMODATIONS

The Office of Disability Services is the central contact point for making reasonable accommodation requests in accordance with applicable law. Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act Amendments Act of 2008 protect the right to be accommodated for disability at public institutions of Higher Education.

Accommodation Requests:

It is the responsibility of all students and employees to direct any requests for disability related accommodations to the Office of Disability Services in a timely manner. Please be prepared to discuss the nature of the disability and to provide relevant documentation to the coordinator if the nature of the disability is not readily apparent. The student or employee will be asked to fill out an information form, designating precisely what type of accommodations they feel are needed. Requests should be made in advance of the anticipated need for accommodations to allow for a reasonable period of time

in which to evaluate those needs and requests. Guests, employment applicants, and other campus visitors may also request accommodations for meetings they attend and other campus functions.

Students must be admitted to and/or enrolled in the University to request accommodations. The Coordinator of Disability Services will make a case-by-case determination of any requesting party's educational or employment need for any requested auxiliary aids, accommodations, and/or other special services determined to be necessary. These services, and equipment (if deemed appropriate), will be provided at no cost to the student or employee. Students may request accommodations for class, housing, dining, student life (such as organizations, athletics, etc.), and campus jobs. Employees may request accommodations necessary for them to fulfill functions in their job description or other employment based expectations and to enjoy all the benefits and privileges of employment as are enjoyed by similarly situated employees without disabilities.

Student Accommodation Renewal by Semester:

It is the responsibility of all students who receive accommodations or services through the Office of Disability Services to renew their accommodation request at the time of their enrollment for any subsequent semesters. This can be done at any time by contacting 580-745-3090. As a matter of practice, the Coordinator of Disability Services will automatically check enrollment for all students who received accommodations or services the prior semester, however this does not remove from the student their responsibility to renew their request. This renewal is especially important for students who have taken a semester off or declined accommodation during the previous semester, because the Office of Disability Services will have no way of knowing whether you wish to receive accommodations or services for the upcoming semester.

Interim Accommodations:

When accommodations cannot be provided immediately, interim accommodations will be provided when feasible. Interim accommodations will be determined on a case-by-case basis and are not guaranteed. In determining whether an interim accommodation will be granted, the Coordinator of Disability Services will consider the student or employee's disability in relation to the obstacles that will arise before the accommodation would normally be processed. Students and employees should know that interim accommodations are not indicative that a reasonable accommodation will be approved, but are courtesies until the accommodation request can be processed. Interim accommodations will only be granted for 8 business days. If a student or employee needs a longer interim accommodation, they will need to contact the Office Disability Services to discuss their options. The need for interim accommodations may arise when students or employees are waiting for documentation from their treating physicians or other documentation providers.

Temporary Disabilities

Students with temporary disabilities/injuries may also seek accommodations. The process will be the same as for longer accommodations, however, the accommodation letters may show an end or expiration date or the Coordinator of Disability Services may request that the student or employee update the office when the accommodation is no longer necessary.

5.3 DOCUMENTATION

Students and employees requesting accommodations through the Office of Disability Services should be prepared to provide documentation unless their disability and related impairments are readily apparent. While documentation is not always necessary, it is usually necessary and useful in the process of determining the scope and structure of reasonable accommodation on a case-by-case basis, and in the course of requesting accommodation such documentation may be requested.⁴ This documentation policy is rooted in disability accommodation documentation guidelines promulgated by the Association on Higher Education and Disability in April 2012.⁵

Testimonial and Observational Documentation

The documentation process begins with an interactive process and self-report by the student or employee with the Coordinator of Disability Services.⁶ This self-report is crucial to a specific understanding of access barriers that a student may encounter at the University, and the relation between those access barriers and the disability. After learning from the student or employee's personal narrative, history of experiences, and past accommodation, the Director is better informed of the nature and significance of the impairment and has a context from which to begin a determination of reasonable accommodation. In some cases, this step will be sufficient by itself to make an informed determination of eligibility for accommodation. The value of this initial disclosure is variable and subjective. Important factors include internal consistency, clarity, and congruency with observation.

Written or Formal Documentation

When there are informational gaps in a student or employee's self-report, and when the existence, scope, and nature of a mental or physical impairment are not apparent, it is appropriate for the Director to request information from the student or employee that remedy the shortcomings of mere observation and discussion. Written documentation will be used to verify the existence and scope of an impairment, provide further context on accommodation history, and can provide the Director with information from medical or psychological professionals on what accommodations are deemed appropriate by those professionals.

For all non-apparent disabilities, the Coordinator of Disability Services will request some form of written documentation that meets the need for making a determination of qualification for reasonable accommodation. This may include but is not limited to:

- Medical records, reports, or assessments from health care providers.

⁴ The post-2008 regulations state that the primary purpose of the ADA Amendments "is to make it easier for people with disabilities to obtain protection under the ADA." 29 C.F. R. Section 1630.1(c) (4).

⁵ The AHEAD Guidelines are designed to encourage institutions to avoid unduly burdensome or extensive medical and scientific evidence on the part of an individual requesting disability accommodation, in light of the ADA Amendments Act of 2008. <http://ahead.org/resources/documentation-guidance>.

⁶ Students may self-report to another Student Affairs professional in cases where the Coordinator is unavailable within a reasonable time.

- Information from school psychologists, teachers, or other education providers.
- Copies of past accommodation history, including Individual Education Programs (IEP) or Summary of Performance (SOP) documents, and plans that may have been implemented in primary and secondary school to comply with Section 504 of the Rehabilitation Act (504 Plans).
- A letter from a treating physician, psychologist or psychiatrist, or other appropriate medical professional.
- Results from appropriate diagnostic instruments administered by a qualified diagnostician.
- An audiogram or visual acuity measurement administered by a qualified professional.
- Information on file with a Vocational Rehabilitation agency.
- Accommodation information from other Colleges and Universities the student may have attended.

External documentation will typically need a level of specificity that meets the need of the Director to fill in gaps from the personal narrative, and which verifies the existence of an impairment and offers context for the nature and scope of the impairment. Documentation of insufficient detail may result in a new documentation request. Documentation must generally be recent enough in time to still be valuable in the accommodation process. The unique attributes of the full range of disability prohibit an exhaustive list of potential documentation sources. Using diagnostic and/or technical information is different than using it for treatment, and a commonsense standard will be applied for interpreting written documentation. When necessary, the Director may consult with other professionals in order to better understand submitted documentation.

The Determination

Once the information-gathering phase is complete, the Coordinator of Disability Services will notify the requesting student or employee within a reasonable time about which accommodations will be made, as well as overall approval or disapproval of the accommodation request. The fundamental question being asked is: “Would an informed and reasonable person conclude from the available evidence that a disability is likely and the requested accommodation is warranted?”⁷

Accommodation letters for students will typically have a longevity of one semester, at which time the student must request renewal of their approved accommodations. Accommodation letters for employees will be customized to fit the situation. Requests for ineffective modifications or requests that amount to something that fundamentally alters or undermines the academic mission of the University will not be deemed reasonable. Requests that constitute an undue burden will not be deemed reasonable.

⁷ AHEAD Documentation Guidelines, April 2012, page 4.

Storage and Sharing of Documentation

Disability related documentation for students and employees registered with approved accommodations with the Office of Disability Services are kept for the duration of that student's enrollment or the employee's employment at the University. After a student or employee no longer receives accommodations, documents are stored for three years in accordance with State Law.⁸ No records will be shared beyond a need-to-know basis without the express written and knowing consent of the student.⁹

Student Accommodation Letters

Students who have been approved for classroom accommodations will receive an official Accommodation Letter that details specific approved academic modifications. This letter might not describe all accommodations or services that the student is approved to receive at the University, as it is intended to be a method to facilitate academic accommodation only. For example, the fact that a student may require transportation accessibility for school trips might not appear on the Accommodation Letter, since that is not a day to day classroom accommodation.

A student will receive an Accommodation Letter at the time of the activation of their accommodation or renewal. Additionally, the Office of Disability Services will send a copy of the Accommodation Letter to each of that student's faculty members via email prior to the beginning of each semester. It is up to the student to communicate with their instructors if they choose to decline accommodation in a specific class. Students should consult with their instructors the first day of class or during faculty office hours to discuss their accommodations with each instructor, and ensure that proper communication about those accommodations begins in a manner that meets expectations. Failure to communicate with instructors about accommodations often leads to confusion and misunderstanding. Any student with a concern that their accommodations are not properly being implemented should immediately contact the Office of Disability Services. Students who want to make a formal request to modify their accommodations should do the same.

5.4 HOUSING ACCOMMODATIONS

Requests should be made three months in advance. Late requests may not be accommodated if housing is unavailable, including housing that is already under contract.

Southeastern Oklahoma State University encourages students to experience double occupancy residence, if possible. Accommodation requests in housing will be made by the Coordinator of Disability Services through the normal interactive accommodation process. Distraction free study areas are

⁸ Section 1-59 of the Oklahoma Consolidated General Records Disposition Schedule for State Colleges and Universities, as updated October 16, 2014.

⁹ The documentation policy was updated by the ADA Committee on 8/24/06, Approved by the Committee on 11/08/06, Revised by the Committee on 12/01/14, and approved by Legal Counsel on 12/08/2014.

available on campus and negotiating with a roommate for time and space are considered opportunities for personal growth while on campus. For housing applications and/or further information, please contact the Director of Residence Life, (580) 745-2948.

5.5 DINING ACCOMMODATIONS

Students or employees that require dining accommodations in relation to a disability or medical diagnosis or treatment should contact the Office of Disability Services to receive Dining Accommodations. The Director will work with Dining Services in determining the appropriate accommodation.

5.6 CAMPUS VISITORS

All visitors and guests of the University, volunteer employees, guest speakers and presenters, and athletic attendees with disabilities may contact the Office of Disability Services to request accommodations for their attendance or participation as a guest of the University for all services, programs, and functions open to the public. It is crucial that accommodation requests be made a reasonable time in advance so that accommodations can be put into place by the time of the event.

University Commencement Ceremonies

Any guest of a graduate that needs an accommodation for the commencement ceremony should have that graduate self-report during commencement ceremony rehearsal. The graduate will need to come prepared with details about the accommodation is being requested. The commencement ceremony is captioned and a sign language interpreter is on site. Devices that assist with hearing the audio can be tested for compatibility at the arena entrance. Please be advised that because of the athletics nature of the commencement ceremony facility, there may be areas in which cords are crossing pathways. Please use caution when at the facility.

5.7 CAPTIONING POLICY

Southeastern Oklahoma State University strives to make the University's website accessible to all of its students, staff, and visitors. The website is in compliance with Sections 504 and 508 of the Rehabilitation Act, the Americans with Disabilities Act, and University non-discrimination policies. In compliance with these laws, the Office of Disability Services has adopted a captioning policy to guide faculty, staff, and students on when captioning is appropriate and how to request it.

External Communications

Technological communication with the general public is guided by Section 504 and 508 of the Rehabilitation Act and Title III of the ADA.

- Section 504 of the Rehabilitation Act provides that “no otherwise qualified individual with a disability... shall, solely by reason of her or his disability, be excluded from the participation in,

be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

- Section 508 of the Rehabilitation Act requires that “when developing, procuring, maintaining, or using electronic and information technology,” federal agencies shall ensure that individuals with disabilities, whether employees or members of the public, have access to and use of information and data that is comparable to the access to and use of the information and data by members of the public who are not individuals with disabilities, unless it imposes an undue burden.
- Title III of the ADA prohibits discrimination by a public accommodation. Title III provides that “no individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation.” This includes undergraduate schools, postgraduate private schools, or other places of education.

Any media posted to the Southeastern Oklahoma State University webpage that is intended to reach the general public must be captioned in order to provide individuals with disabilities access to the use of information and data comparable to those without disabilities. Captioning any data used to publicize, promote, or explain the University and its departments and/or services is required in order to ensure individuals with disabilities are guaranteed the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of the University. Media will not need to be captioned where the audio text is already incorporated into the visual media. For information on how to caption your media, please see the Center for Instructional Development and Technology.

Internal Communications

Captioning in the classroom or the employment environment is considered an accommodation under the ADA, and all accommodation requests for captioning should be made through the Office Disability Services. Captioning is not required for media that is used in a course restricted to an audience that is known not to include students that need captioning. For help captioning your course material, please contact the Center for Instructional Development and Technology.

5.8 SERVICE AND ASSISTANCE ANIMAL POLICY

Southeastern is welcoming of individuals with disabilities who use service or assistance animals because of a disability. Southeastern is also mindful of the health and safety concerns of other campus patrons, and must balance the needs of the individual with the disability and the impact of such animals on other campus patrons. In regard to permitting service and assistance animals, Southeastern Oklahoma State University complies with state and federal laws regarding individuals with disabilities.¹⁰ The University

¹⁰ Department of Justice, *Guidance on Service Animals*: http://www.ada.gov/service_animals_2010.htm; The ADA Amendments Act: <http://www.ada.gov/pubs/adastatute08.htm>; HUD Memo on Service and

does not generally permit animals in campus buildings except as this policy accommodates.¹¹ The Office of Disability Services is responsible for implementing and assisting students and faculty members with disabilities regarding this policy.

SERVICE ANIMALS

Only dogs and miniature horses may be service animals. A service animal is an animal that has been trained to perform specific work or tasks for a person with a disability.¹² The mere provision of emotional support by the animal's presence does not make an animal a service animal. Common service animal training might include guiding people who are blind or deaf, notifying a person of an imminent seizure, intentionally pawing or nuzzling a person with Post Traumatic Stress Disorder to calm anxiety, reminding a person to take medication, or intentionally applying calming pressure to a person prone to anxiety or panic attacks.

Service animals are permitted everywhere on campus that the animal may reasonably accompany a person with a disability. This includes University transportation, classrooms, offices, residence halls, lounges, and common areas. The University may on a case by case basis exclude the animal from laboratories or other areas where the presence of the animal may cause an unavoidable hazard, health risk, or where the animal's presence would fundamentally interfere with the service or instruction provided.

When it is not obvious what service an animal provides, University staff may make limited inquiries. Staff may ask only two questions: (1) is the dog a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. However, when this two-part inquiry provides reasonable basis to conclude that the animal might not be a service animal as defined by the ADA reasonable documentation and/or demonstration of the animal's training may be requested.

The University will not require individuals with service animals to receive permission to have their animal with them on campus, nor will there be any pre-clearance requirement for the presence of the animal on campus. However, students may wish to **voluntarily** notify the Office of Disability Services prior to the first day of class in order to send notifications to professors, make any necessary alterations to classrooms, and to discuss any accommodations that may be necessary for their disability. Students wishing to live on campus with their service animal will have additional documentation to provide to the Office of Disability Services and must notify Housing and Residence Life prior to the housing deadline. See *Responsibilities of the Service Animal Owner below*.

Students with service animals shall never be segregated from the general population of students or campus visitors. The University will not charge a surcharge for a deposit for having a service animal in

Assistance Animals in Housing:

http://portal.hud.gov/hudportal/documents/huddoc?id=servanimals_ntcfheo2013-01.pdf.

¹¹ Unless the animal is present for the purpose of academic instruction, University services, or University-hosted programs.

¹² Including a physical, sensory, psychiatric, intellectual, cognitive, medical, or other mental disability.

campus housing, but reserves the ability to make appropriate assessments of charges to the owner for any damage or cleaning costs for which the animal is responsible. Additionally, room costs will not be discounted for students wishing to request larger housing to allow more space for their service animal. Students are encouraged to consider the amount of space their service animal may need when determining whether they would like to live in campus housing. The maximum **recommended** size for service animals is 50-60 pounds. Students who wish to tour campus housing prior to making this decision may contact the office of admissions.

Responsibilities of the Service Animal Owner:

- Service animals must be kept near the person with a disability and not be permitted to run free.
- Service animals must be compliant with applicable vaccination laws. Students, faculty, and staff who intend, in conformance to this policy, to have an animal with them in campus buildings on a regular basis shall submit to the Office of Disability Services a copy of the animal's vaccination history from a Veterinarian or other authorized person to verify compliance with local ordinances.¹³ This vaccination history shall be submitted at the beginning of each academic year or upon update of the service animal's vaccinations, whichever comes first.
- Students intending on having a service animal in campus housing must provide notice of this intent prior to the housing application deadline for the applicable semester so that appropriate planning and arrangements can be made, and so that proper notice can be provided to potential roommates and suitemates.
- The animal must be clearly labeled as a service animal or assistance animal and restrained with a harness, leash, or tether of some kind unless the nature of the disability and the animal's training precludes such physical restriction. If this is the case, the animal must be reliably controlled by voice or a substitute method of restriction.
 - *Oklahoma Law requires that a dog used by a deaf or hard-of-hearing person wear an orange identifying collar.*¹⁴
- The animal's excrement or other refuse must be disposed of by the owner in a prompt and hygienic manner.
- Owners are expected to control the volume of their animal and quell any unreasonable loudness or excitableness.
- Animals may not under any circumstances be permitted to jump on, lick, nudge, growl at, or otherwise engage another member of the campus community.

¹³ Applicable ordinances for the City of Durant are § 96.025 and § 96.040 of the Durant Municipal Code.

¹⁴ 7 Okl. St. § 19.1(c)

- Animals must be properly cared for, fed, and be maintained in reasonable health with due diligence. The University will not be responsible for cleaning up after an animal, feeding an animal, or watching the animal for any amount of time under any circumstance.

Service-Animals-In-Training:

Service animals in training are not considered service animals under the ADA. The dog must already be trained before it is considered a service animal. However, they may be permitted upon approval if registered as a service-animal-in-training through the Office of Disability Services.

ASSISTANCE ANIMALS

Assistance Animals are not service animals.¹⁵ Assistance animals provide emotional support that alleviates the symptoms or effects of a person's disability, but might not be specifically trained to perform any task or function, or otherwise meet the limited definition of a Service Animal.

Part I: Title I of the ADA – University Employees:

For employees of the University, an Assistance Animal may qualify as a reasonable accommodation under Title I of the ADA if it is necessary to enable the employee to perform the essential functions of the employee's position and would not cause undue hardship to the University. Employee requests to have assistance animals on campus will be determined on a case-by-case basis by the Office Disability Services. The employee or a representative of the employee will need to contact the Office Disability Services to make the request. When necessary, the Coordinator of Disability Services may request reasonable documentation that establishes that the employee has an ADA disability and that the disability necessitates a reasonable accommodation and may require that the documentation comes from an appropriate health care or rehabilitation professional.

Part II: Title II of the ADA – Students:

The University permits Assistance Animals only within residential facilities and outdoors, and not within the remainder of the campus buildings. An individual may keep an assistance animal in a residence hall if (1) the individual has a disability, (2) the animal is necessary to permit that individual to use and find comfort in their residential space, and (3) if there is an actual relationship between the disability and the assistance or emotional support that the animal provides to the person. Certain wild animals or animals prone to community health or safety risk, which cannot perform the role of assistance animal in a reasonable manner may not be permitted. Assistance animals are considered an accommodation, and all accommodation requests for the possession of assistance animals should be made through the Office

¹⁵ Assistance animals are also sometimes called comfort animals, therapy animals, or emotional support animals.

of Disability Services. Certain wild animals or animals prone to community health or safety risk, which cannot perform the role of assistance animal in a reasonable manner may not be permitted.

The University will not charge a surcharge for a deposit for having an assistance animal in campus housing, but reserves the ability to make appropriate assessments of charges to the owner for any damage or cleaning costs for which the animal is responsible. Additionally, room costs will not be discounted for students wishing to request larger housing to allow more space for their assistance animal. Students are encouraged to consider the amount of space their service animal may need when determining whether they would like to live in campus housing. Students who wish to tour campus housing prior to making this decision may contact the office of admissions.

Responsibilities of the Assistance Animal Owner:

- Assistance animals are required to be contained within the privately assigned residential area. When outside of housing, they must be in a carrier or controlled by a leash.
- Assistance animals must be compliant with applicable vaccination laws. Students, faculty, and staff who intend, in conformance to this policy, to have an animal with them in campus buildings on a regular basis shall submit to the Office of Disability Services a copy of the animal's vaccination history from a Veterinarian or other authorized person to verify compliance with local ordinances.¹⁶ Assistance Animals other than dogs and cats must have an annual clean bill of health from a licensed veterinarian.¹⁷ The vaccination history or annual clean bill of health must be submitted at the beginning of each academic year or upon update of the animal's vaccinations, whichever comes first.
- Students intending on having an assistance animal in campus housing must provide notice of this intent prior to the housing application deadline for the applicable semester so that appropriate planning and arrangements can be made, and so that proper notice can be provided to potential roommates and suitemates.
- The animal's excrement or other refuse must be disposed of by the owner in a prompt and hygienic manner.
- Owners are expected to control the volume of their animal and quell any unreasonable loudness or excitableness.
- Animals may not under any circumstances be permitted to jump on, lick, nudge, growl at, or otherwise engage another member of the campus community.

¹⁶ Applicable ordinances for the City of Durant are § 96.025 and § 96.040 of the Durant Municipal Code.

¹⁷ This may include a vaccination certificate or a veterinarian's statement regarding the animal's health.

- Animals must be properly cared for, fed, and be maintained in reasonable health with due diligence. The University will not be responsible for cleaning up after an animal, feeding an animal, or watching the animal for any amount of time under any circumstance.
- Assistance animals must be kept in a kennel, crate, or some form of cage like apparatus when students are not in campus housing. This prevents the escape of or danger to the assistance animal.
- Assistance animals are not to be kept in campus housing during any period of time in which the student is leaving for a prolonged period of time. (For example, if the student leaves town for the weekend or a holiday break, the animal is to accompany the student).
 - *Roommates are not responsible for the care of any assistance animals.*
- Students are encouraged to have a plan for their assistance animals in case of emergency.
- A reasonable accommodation that allows the student an exception to the University's animal policy does not constitute an exception to any other policy. The student must abide by all other residential policies.

EXCEPTIONS TO PERMITTING SERVICE AND ASSISTANCE ANIMALS ON CAMPUS:

The University may ask an individual to remove a service or assistance animal from a campus building or from University property if:

- The animal is disruptive to instruction, services, or the use of facilities.
- The animal poses a health or safety risk, or a direct threat to other campus patrons.
- The animal does not have acceptable hygiene or is not housebroken.
- The animal is not kept under control.
- The animal is no longer performing a role of disability related service or assistance.
- The presence of the animal would fundamentally alter the nature of a program or activity.
- The animal's owner does not clean up after the animal.
- The University reasonably concludes that the animal is not a service or assistance animal.
- The owner does not comply with any other element of this policy.

Please note that if an individual is asked to remove the animal from a campus building or University property permanently, the process will be handled through the University's student conduct procedure and in consultation with the Office of Disability Services.

STUDENTS WITH CONFLICTING DISABILITIES OR HEALTH CONDITIONS

Students with medical conditions that are affected by animals are asked to contact the Office of Disability Services if they have a health or safety related concern about exposure to a service or assistance animal. The individual will be asked to provide medical documentation that identifies the medical condition. This will allow the Office of Disability Services to determine whether accommodation is a necessity.

5.9 DISABILITY GRIEVANCES

Students, faculty, or staff who have a grievance relevant to disability related discrimination or harassment, or other disability rights may use the grievance procedure outlined in parts one and two of this Civil Rights & Title IX Policy. For grievances related to appropriate accommodation, accommodation approval or delay, or the service and assistance animal policy, the individual should attempt to correct the alleged violation through the Office of Disability Services. If unable to resolve the problem there, the individual may file a formal grievance in accordance with this policy.

PART SIX

TRANSGENDER INCLUSION

Southeastern is committed to ensuring an inclusive campus community for all students, faculty, staff, and visitors. This includes freedom from discrimination and harassment based on gender identity or transgender status. The University will not exclude, separate, or deny benefits to, or otherwise treat differently on the basis of sex, any person in its educational programs or activities unless expressly authorized to do so under Title IX or its implementing regulations.

Gender Identity: An individual's internal sense of gender. A person's gender identity may be different from or the same as a person's sex assigned at birth.

Transgender: Describes those individuals whose gender identity is different from the sex they were assigned at birth.

Gender Transition: The process in which transgender individuals begin asserting the sex that corresponds to their gender identity instead of the sex they were assigned at birth. During gender transition individuals begin to live and identify as the sex consistent with their gender identity and may dress differently, adopt a new name, and use pronouns consistent with their gender identity. Transgender individuals may undergo gender transition at any stage of their lives, and gender transition can happen swiftly or over a long duration of time.

When the University is notified that a student or employee will begin to assert a gender identity that differs from previous representations or records, the school will begin treating the student consistent with that student's gender identity. There is no medical diagnosis or treatment requirement that students must meet as a prerequisite to being treated consistent with their gender identity.

Third Party Harassment:

Southeastern will not tolerate harassment that targets an individual based on gender identity or transgender status. If such sex-based harassment creates a hostile environment, the University will take action to end the harassment, prevent its recurrence, and remedy its effects.

Identification and records:

All students, employees, and contractors of Southeastern are expected to treat individuals consistent with their gender identity even if their education or employment records indicate a different sex. This includes an expectation to use the appropriately gendered pronouns, prefixes, or abbreviations when referring to an individual either directly or indirectly.

Southeastern will entertain requests to amend educational records to make them consistent with the student or employee's gender identity. Unless an individual's name and/or gender are changed by law, not all documents may be able to be amended.

Facilities, including Housing:

Gender-segregated facilities, including restrooms, locker rooms, housing, and hotel room assignments on University sponsored trips must permit access consistent with an individual's gender identity.

Fraternities and Sororities:

Title IX, and the requirements of this University policy, do not apply to the membership practices of social fraternities and sororities. Such organizations are exempt, and may have their own policies in regard to sex and gender identity.

Athletics:

Southeastern enforces equal opportunity for transgender student athletes. To the extent any of this policy conflicts with current NCAA Division II rules, the official NCAA Division II rules will be the controlling policy as applied to student athletes at Southeastern.

A transgender student athlete should be allowed to participate in any sports activity so long as that athlete's use of hormone therapy, if any, is consistent with the National College Athletic Association (NCAA) existing policies on banned medications. Specifically, a transgender student athlete should be allowed to participate in sex-separated sports activities under the following conditions:

Transgender student athletes who are undergoing hormone treatment

1. A male-to-female (MTF) transgender student athlete who is taking medically prescribed hormone treatment related to gender transition may participate on a men's team at any time, but must complete one year of hormone treatment related to gender transition before competing on a women's team.
2. A female-to-male (FTM) transgender student athlete who is taking medically prescribed testosterone related to gender transition may not participate on a women's team after beginning hormone treatment.
3. A female-to-male (FTM) transgender student athlete who is taking medically prescribed testosterone for the purposes of gender transition may compete on a men's team with an NCAA approved medical exception.
4. In any case where a student athlete is taking hormone treatment related to gender transition, the use of an anabolic agent or peptide hormone must be approved by the NCAA before the student-athlete is allowed to participate in competition while taking these medications. The NCAA recognizes that some banned substances are used for legitimate medical purposes. Accordingly, the NCAA allows exception to be made for those student-athletes with a documented medical history demonstrating the need for regular use of such a drug. The institution, through its director of athletics, may request (to the NCAA) an exception for use of an anabolic agent or peptide hormone by submitting to the NCAA medical documentation from the prescribing physician supporting the diagnosis and treatment.

Transgender student athletes who are NOT undergoing hormone treatment

1. Any transgender student athlete who is not taking hormone treatment related to gender transition may participate in sex-separated sports activities in accordance with his or her assigned birth gender.
2. A female-to-male transgender student athlete who is not taking testosterone related to gender transition may participate on a men's or women's team.
3. A male-to-female transgender student athlete who is not taking hormone treatments related to gender transition may not compete on a women's team.

Participation in Mixed Gender Sport Activities

A mixed team has both female and male participants and may be restricted in championship play according to specific national governing body rules.

Transgender student athletes who are undergoing hormone treatment

1. For purposes of mixed gender team classification, a male-to-female (MTF) transgender student athlete who is taking medically prescribed hormone treatment related to gender transition shall be counted as a male participant until the athlete has completed one year of hormone treatment at which time the athlete shall be counted as a female participant.
2. For purposes of mixed gender team classification, a female-to-male (FTM) transgender student athlete who is taking medically prescribed testosterone related to gender transition shall be counted as a male participant and must request a medical exception from the NCAA prior to competing because testosterone is a banned substance.

Transgender student athletes who are NOT undergoing hormone treatment

1. For purposes of mixed gender team classification, a female-to-male (FTM) transgender student athlete who is not taking testosterone related to gender transition may be counted as either a male or female.
2. For purposes of mixed gender team classification, a female-to-male (FTM) transgender student athlete who is not taking testosterone related to gender transition participating on a women's team shall not make that team a mixed gender team.
3. For purposes of mixed gender team classification, a male-to-female (MTF) transgender student athlete who is not taking hormone treatment related to gender transition shall count as a male.

The student's responsibility

1. In order to avoid challenges to a transgender student's participation during a sport season, a student athlete who has completed, plans to initiate, or is in the process of taking hormones as part of a gender transition shall submit the request to participate on a sports team in writing to the athletic director upon matriculation or when the decision to undergo hormonal treatment is made. *

2. The student shall submit her or his request to the athletic director. The request shall include a letter from the student's physician documenting the student athlete's intention to transition or the student's transition status if the process has already been initiated. This letter shall identify the prescribed hormonal treatment for the student's gender transition and documentation of the student's testosterone levels, if relevant.

* The student is encouraged to meet with someone who can offer support and advice through the process, if desired. Should the student want help in finding such a person, a list of people who might serve in that role is available from the Athletic Director, the Title IX Coordinator, and the Office of the Dean of Students.

Disputation

If at any point the athletics section of this Transgender Inclusion Policy is disputed, the Athletics Compliance Officer shall notify the EEO/Title IX Coordinator. The Civil Rights and Title IX Policy and Procedure will govern the dispute. For parts of this policy that relate to athletics, no part of this policy is intended to conflict with NCAA policies and/or rules for member institutions, and to the extent any such conflict exists, the University will defer to NCAA regulations and interpretations of such regulations.

Policies for Intramural Sports

People participating in any intramural sports or other athletic programs, such as physical education courses, may participate in accordance with their gender identity, should that be relevant, regardless of any medical treatment.

Locker Rooms.

Anyone using sports facilities on campus—whether SE athletes, visiting athletes, or other participants and attendants—shall have access to the changing, shower, and toilet facilities that accord with their gender identity. Private facilities will be made available if asked for but transgender people will not be required to use them.

Accommodations for travel.

When possible, athletes traveling to other schools should be assigned accommodations based on their gender identity, with more privacy provided, if possible, when requested.

Names and Pronouns.

Teammates, coaches, and other participants in sports shall refer to people by their preferred names and pronouns.

Dress Codes and Uniforms

Dress codes should enable all athletes and other sports participants to dress in accord with their gender identity. For example, instead of requiring gendered forms of “dressy,” such as a skirt or dress, dress codes should require students to dress with appropriate formality in ways that suit their gender identity. Since both transgender and cisgender athletes may have preferred gender expressions that do not conform to traditional norms of dress—for instance, not all women feel comfortable in a skirt—this policy should be understood to apply to all athletes. Uniforms, too, ideally, should not conflict with an athlete’s gender identity.

Education

Athletes, coaches, trainers, and other people involved in SE Athletics should be educated about trans identities and the principles of transgender inclusion. They should be knowledgeable about how, in their particular roles, to support trans people, and prepared to put this knowledge to use.

At schools or venues where or against which SE athletes compete. Without naming or violating the privacy of transgender athletes or personnel in question, relevant authorities and personnel at those venues should be informed about expectations for the treatment of transgender athletes—including accommodation, pronoun, and name use—during and outside of play

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This updated version of policy takes effect on August 14th, 2020 pursuant to the below signatures.

Thomas Newsom, President
Southeastern Oklahoma State University

Date

Michael J. Davis, Assistant to the President for Compliance
Southeastern Oklahoma State University

Date