

**Radford University**

**PERSONNEL  
INFORMATION  
MANUAL**

# Personnel Information Manual

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# **RADFORD UNIVERSITY**

## **PERSONNEL INFORMATION MANUAL**

### **1. BENEFITS AND RELATED INFORMATION**

#### **1.1 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

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

#### **1.2 FAMILY AND MEDICAL LEAVE**

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

#### **1.3 FLEXIBLE REIMBURSEMENT ACCOUNTS**

Flexible Reimbursement Accounts (FRAs) are voluntary plans which qualify for payroll deduction on a pre-tax basis. All employees who are eligible to participate in the State Health Benefits Program are eligible to participate in Medical and Dependent care FRAs. Newly hired employees may enroll in a FRA within 30 days of their date of eligible employment. If enrolled, coverage is effective the first of the month coinciding with or following the date of employment. Employees may also enroll in a FRA during the annual open enrollment period for health benefits as announced by the Department of Human Resources. Two types of Flexible Reimbursement Accounts are available:

**1.3.1 Medical Reimbursement Account.** Employees may establish a medical reimbursement account to pay certain out-of-pocket medical expenses for themselves and qualified dependents on a pre-tax basis.

**1.3.2 Dependent Care Account.** Employees may establish a dependent care account to pay for the care of qualified dependents on a pre-tax basis. Employees are eligible to establish a dependent care account on the first day of their first full month of employment.

## **1.4 HEALTH CARE COVERAGE**

Group health insurance is available through the Commonwealth of Virginia. Coverage is offered through three different plans and a TRICARE supplemental plan for employees also eligible for federal TRICARE coverage.

Anthem Blue Cross and Blue Shield administers the COVA Care plan and Optima Health administers the COVA Connect Plan. Both plans include basic dental coverage and a prescription drug program. Under the plans, the employee may choose one of three types of membership: Employee Only, Employee Plus One, or Family Coverage. Please note that documentation supporting dependent eligibility is required.

Additional coverage options such as Out-of-Network, Expanded Dental, and Vision, and Hearing coverage may be added for an additional charge.

The Commonwealth also offers the **COVA HDHP** (High Deductible Health Plan) which is a special type of health care plan that allows you to set up a Health Savings Account (HSA). Use the tax-deductible funds you put into the HSA to help pay for medical expenses. Your HSA goes wherever you go and you are not required to “use it or lose it”. The COVA HDHP has a higher plan year deductible that must be met before the plan pays for your medical, behavioral health and prescription drug benefits. Once the deductible is met, you pay 20% coinsurance for most covered services.

### **TRICARE Supplement**

The state health benefits program offers a voluntary supplement to TRICARE as a health plan option. Enrollment is open to state employees and early retirees who are military retirees and eligible for:

- TRICARE, the military health benefits program, and
- The state health benefits program

The TRICARE supplement is administered for the Commonwealth by the Association and Society Insurance Corporation (ASI). For more information, contact ASI at 1-866-637-9911. Contact Human Resources at 831-5008 if you have questions regarding available health insurance plans and eligibility. Details on your health coverage may also be found in the member handbook or on the Web at [www.dhrm.virginia.gov](http://www.dhrm.virginia.gov).

**Effective Date of Coverage** in the health plan and/or the FRA takes effect the first day of the month coinciding with or following the hire date, as long as the agency receives your enrollment action within 30 days of that date. The count begins on the day of the event and

ends 30 days later. For example, if your enrollment action is received the month after you are employed yet within 30 days of your hire date, your coverage still takes effect the first of the month after you were hired. An employee hired on the first day of the month can have coverage the first of that month provided the agency *receives the enrollment action within 30 days*. Remember that if you are newly eligible for coverage and miss the 30-day enrollment window, you must wait until spring Open Enrollment or a qualifying mid-year event (QME) to enroll.

**Changes in Coverage** may also be made during an open enrollment period or when a Qualifying Mid-Year Event (QME) has occurred. Marriage, divorce, death, adoption or birth of a child, and termination of spouse's health care coverage due to termination of employment or employer discontinuing coverage are examples of qualifying events which allow membership changes if application is made within 60 days of the event. Coverage generally takes effect the first of the month following the date your agency receives the enrollment action. So it may be to your advantage to submit an enrollment action as early as possible. The employee is required to submit documentation supporting QME plan changes.

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

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

## 1.5 IDENTIFICATION CARDS

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

## 1.6 LIFE INSURANCE

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

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

## **1.7 LONG-TERM CARE INSURANCE**

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

Information may be obtained from Genworth by calling 1-866-859-6060 or by visiting their Web site at [www.genworth.com/cov](http://www.genworth.com/cov).

## **1.8 PARKING TAGS**

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

## **1.9 RETIREMENT PLANS**

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

**1.9.1 Virginia Retirement System (VRS).** VRS is a defined benefit retirement plan provided for eligible full-time or part-time classified employees. Note: The VRS Retirement plan and applicable provisions for employees with hire dates prior to July 1, 2010 is referred to as VRS Plan 1; the plan for employees hired on or after July 1, 2010 is referred to as VRS Plan 2.

### **VRS Plan 1** (Hire date on or before June 30, 2010)

- Employee contributes 5% of pre-tax salary (Eligible for refund of employee contribution amount upon separation)
- Five years service to be vested
- Benefits determined by formula based on age, years of service and 36 consecutive months highest average salary
- Benefit options available
- Cost of living increases
- May enroll in short/long-term disability plan
- Plan includes a \$96 per day long-term care benefit; May enroll in additional coverage
- May be eligible to purchase prior service

### **VRS Plan 2** (Hire date on or after July 1, 2010)

- Employee contributes 5% of pre-tax salary (Eligible for refund of employee-paid contributions upon separation)
- Five years service to be vested
- Benefits determined by formula based on age, years of service and 60 consecutive months highest average salary
- Benefit options available
- Cost of living increases
- May enroll in short/long-term disability plan
- Plan includes a \$96 per day long-term care benefit; May enroll in additional coverage
- May be eligible to purchase prior service

For more information regarding the VRS defined benefit plan contact Human Resources at ext. 5008 or go to the VRS website at:

<http://www.varetire.org/Employers/Plan1-Benefits/DefinedBenefit/Index.asp>

**1.9.2 Optional Retirement Plan Options (ORP).** Optional Retirement Plans are available through the following companies: Fidelity Investments and TIAA-CREF. Optional retirement plans are defined contribution plans. The full contribution is made for the employee by the University at a fixed rate of 10.4% if:

His/her original hire date is prior to July 1, 2010 or if the employee was rehired after July 1, 2010 but previously worked in an Virginia ORP covered position and left contributions in the account he/she would continue to have the full contribution paid by the employer.

VRS/ORP eligible employees hired on or after July 1, 2010 contributes 5% of salary to his/her selected ORP plan with an additional 8.5% contributed by the Commonwealth. Individuals participating in an ORP are immediately vested. Employees may change from one ORP company to another once a year during an open enrollment period.

## **1.10 TAX SHELTERED INVESTMENTS**

**1.10.1 Tax Deferred Annuities.** The university will make payroll deductions for tax-deferred annuities to participating companies. Approved 403b providers are [TIAA-CREF](#), [AXA](#), [Amerprise](#), and [VALIC](#). A third party administrator, contracted by the state, serves as compliance coordinator and routes contributions to the selected provider(s). The employee or the participating company pays an administrative fee.

**1.10.2 Deferred Compensation Plan (457).** Newly hired and re-hired salaried state employees will be enrolled automatically in the Commonwealth of Virginia 457 Deferred Compensation Plan with an automatic deferral of \$20 per pay period beginning approximately 90 days from the date-of-hire. Employees who do not wish to participate in a 457 deferred comp plan may “opt out” within 90 from the date-of hire or within 90 days of the first deferral. Employees who enroll in a 403b Tax Deferred Annuity are not auto-enrolled in the 457 Plan.

**1.10.3 Cash Match Plan.** Employees who make a contribution to a 403b tax deferred annuity or a 457 deferred comp plan are eligible to participate in the Commonwealth of Virginia Cash Match Plan. Employees will receive each pay period, the lesser of \$20 or 50% of the employee’s contribution amount.

## **1.12 VIRGINIA CREDIT UNION**

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

## **1.13 WORKERS' COMPENSATION**

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

## **1.14 UNEMPLOYMENT COMPENSATION**

Employees are covered under the Virginia Unemployment Compensation Act. The Act provides some income to qualified individuals who are out of work. The Virginia

Workforce Center administers the program and determines eligibility and the benefit amount. The University reimburses the Virginia Workforce Center for all compensation disbursed as a result of previous work for the University.

## **2. EQUAL OPPORTUNITY POLICIES AND PROCEDURES**

### **2.1 RADFORD UNIVERSITY ACCOMMODATION PROCEDURE FOR EMPLOYEES WITH DISABILITIES (Revised by the Board of Visitors 5/4/01)**

Radford University does not discriminate on the basis of disability and is committed to providing access to its programs, services, and activities for qualified individuals with disabilities. Efforts to ensure equal opportunity and reasonable accommodation for employees with disabilities are based on the Americans with Disabilities Act. Inquiries may be directed to the ADA Coordinator in the Department of Human Resources at 704 Clement Street. Telephone: voice 540-831-5008, hearing impaired 540-831-5128.

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

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

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

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

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

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

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

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

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

**Undue Hardship.** The University is not required to provide a particular accommodation if it will impose an "undue hardship" on the operation of the

University. (Even in such instances, however, the University will consider alternative accommodations, if such exist, that do not impose an undue hardship.) An undue hardship is a request that is unduly costly, extensive substantial, disruptive, or that fundamentally alters the nature of the program, service or activity in question. If the cost of an accommodation will impose an undue hardship on the University, the individual with the disability will be given the option of providing the accommodation or paying that portion of the cost that will constitute an undue hardship. Ultimately, the University has the discretion to choose between equally effective accommodations and may choose one that is less expensive or easier to provide.

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

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

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

1. The reviewer from HR will analyze related documentation, interview individuals with expertise in the issue, and seek clarification of the steps that have been taken to proposed accommodations. A written decision will be made based on a review of the findings. The review process will be done as soon as possible within 15 workdays of the date of the request.
2. The complainant may request a reconsideration of the case, within 10 workdays from receiving the notification of the decision, to the vice president of the division in which providing a reasonable accommodation is an issue.
3. Serving as the designee of the President, the vice president will make a final review of the case. The vice president will forward a written decision to the complainant with a copy going to HR as soon as possible within 20 workdays after the request for a review is received.

### **Conditions Regarding the Policy**

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

**REASONABLE ACCOMMODATION COMPLAINT FORM**  
*Radford University*

Name \_\_\_\_\_

Telephone number \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Check one:  Employee  Applicant Department \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Why is it not acceptable?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Why is it more appropriate?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **2.2 Discrimination, Harassment, Sexual Misconduct, and Retaliation Policy**

Below is the link to the Discrimination, Harassment, Sexual Misconduct, and Retaliation Policy.

<http://www.radford.edu/content/dam/departments/administrative/policies/GeneralPoliciesandProcedures/Discrimination-Harassment-Sexual-Misconduct-and-Retaliation-Policy-10-14-14-Cabinet-approved-hr.pdf>

## **2.3 Discrimination Grievance Procedures**

Below is the link to the Discrimination Grievance Procedures.

<http://www.radford.edu/content/dam/departments/administrative/policies/GeneralPoliciesandProcedures/DiscriminationGrievanceProcedures-Presapproved10-14-14-hr.pdf>

### **3. GENERAL POLICIES AND INFORMATION**

#### **3.1 SUMMARY OF THE COMMONWEALTH OF VIRGINIA'S POLICY ON ALCOHOL AND OTHER DRUGS**

The Commonwealth of Virginia's Policy 1.05 on Alcohol and Other Drugs states that the following acts by employees are prohibited:

- I. The unlawful or unauthorized manufacture, distribution, dispensation, possession, or use of alcohol and other drugs on the workplace;
- II. The impairment on the workplace from the use of alcohol or other drugs, (except the use of drugs for legitimate medical purposes):
- III. Action which results in the criminal conviction for:  
  
A violation of any criminal drug law, based upon conduct occurring either on or off the workplace, or a violation of any alcoholic beverage control law, or law which governs driving while intoxicated, based upon conduct occurring on the workplace;
- IV. The failure to report to their supervisors that they have been convicted of any offense, as defined in III above, within five calendar days of the conviction.

Included under this policy are all employees in Executive Branch agencies including the Governor's Office, Office of the Lieutenant Governor, and the Office of the Attorney General.

The workplace consists of any state owned or leased property or any site where state employees are performing official duties.

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

A copy of the entire Commonwealth of Virginia's Policy on alcohol and Other Drugs may be obtained from your agency human resource office.

### **3.1.1 RADFORD UNIVERSITY ALCOHOL AND DRUG POLICY**

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

#### **I. Employees of Radford University are prohibited from the following acts:**

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

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

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

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

#### **II. Counseling, Treatment, and Rehabilitation Programs**

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

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

## **LEGAL SANCTIONS**

### **ALCOHOL**

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

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

### **CONTROLLED SUBSTANCES AND ILLICIT DRUGS**

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

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

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

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

### **HEALTH RISK-ABUSE OF ALCOHOL**

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

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

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

## **FEDERAL PENALTIES**

### **21 U.S.C. 844 (a)**

1st conviction: Up to 1 year imprisonment and fined at least \$1,000 but not more than \$100,000 or both.

After 1 prior drug conviction: At least 15 days in prison, not to exceed 2 years and fined at least \$2,500 but not more than \$250,000 or both.

After 2 or more prior drug convictions: At least 90 days in prison, not to exceed 3 years and fined at least \$5,000 but not more than \$250,000 or both.

Special sentencing provisions for possession of crack cocaine: Mandatory at least 5 years in prison, not to exceed 20 years and fined up to \$250,000 or both, if:

- a) 1st conviction and the amount of crack possessed exceeds 5 grams.
- b) 2nd crack conviction and the amount of crack possessed exceeds 3 grams.
- c) 3rd or subsequent crack conviction and the amount of crack possessed exceeds 1 gram.

**21 U.S.C. 853 (a)(2) and 881 (a)(7)** Forfeiture of personal and real property used to possess or to facilitate possession of a controlled substance if that offense is punishable by more than 1 year imprisonment. (See special sentencing provisions re: crack)

### **21 U.S.C. 881 (a)(4)**

Forfeiture of vehicles, boats, aircraft or any other conveyance used to transport or conceal a controlled substance.

### **21 U.S.C. 844a)**

Civil fine of up to \$10,000 (pending adoption of final regulations).

### **21 U.S.C. 853a**

Denial of federal benefits, such as student loans, grants, contracts, and professional and commercial licenses, up to 1 year for first offense, up to 5 years for second and subsequent offenses.

### **18 U.S.C. 922(g)**

Ineligible to receive or purchase a firearm.

### **Miscellaneous**

Revocation of certain federal licenses and benefits, e.g., pilot licenses, public housing tenancy, etc., are vested within the authorities of individual federal agencies.

Source: U.S. Department of Justice Drug Enforcement Administration Publication: Drugs of Abuse, 1989 Edition.

**FEDERAL PENALTIES AND SANCTIONS FOR ILLEGAL POSSESSION OF A CONTROLLED SUBSTANCE**

<b>METHAMPHETAMINE</b>		
(possession)	1. up to 1/2 oz.	1. Class A misdemeanor. 6 months/\$1000 fine
	2. 1/2 - 2 oz.	2. Class C felony. 1-15 years/\$15,000 fine
	3. 2 oz. or more	3. Class A-II felony. 3 yrs-life/\$40,000 fine
(sale)	1. up to 1/8 oz.	1. Class D misdemeanor. 1-3 yrs/\$15,000 fine
	2. 1/8 - 1/2 oz.	2. Class B felony. 1-25 yrs/\$35,000 fine
	3. 1/2 oz. or more	3. Class A-II felony. 3 yrs-life/\$50,000 fine
<b>HALLUCINOGENS</b>		
(possession)	1. less than 25 mg.	1. Class A misdemeanor. 6 mos./\$1,000 fine
	2. 25-125 mg.	2. Class C felony. 1-15 yrs/\$15,000 fine
	3. 125-625 mg.	3. Class B felony. 1-25 yrs/\$30,000 fine
	4. 625 mg. or more	4. Class A-II felony. 3 yrs-life/\$50,000 fine

(sale)	1. less than 25 mg.	1. Class D felony. 1-23 yrs/\$15,000 fine
	2. 25-125 mg.	2. Class B felony. 1-25 yrs/\$30,000 fine
	3. 125 mg. or more	3. Class A-II felony. 3 yrs-life/\$50,000 fine
	4. any amount with a prior drug conviction.	4. Class B felony. 1-25 yrs/\$30,000 fine
<b>STIMULANTS</b>		
(possession)	1. less than 1 gm.	1. Class A misdemeanor. 6 mos./\$1,000 fine
	2. 1-5 gm.	2. Class C felony. 1-15 yrs/\$15,000 fine
	3. 5-10 gm.	3. Class B felony. 1-25 yrs/\$30,000 fine
	4. 10 gm. or more	4. Class A-II felony. 3 yrs-life/\$50,000 fine
(sale)	1. less than 1 gm.	1. Class D felony. 1-3 yrs/\$15,000 fine
<b>NARCOTIC DRUGS</b>		
(possession)	1. less than 1/8 oz.	1. Class A misdemeanor. 6 mos./\$1,000 fine
	2. 1/8-1/2 oz.	2. Class C felony. 1-15 yrs/\$15,000 fine

3. 1/2-2 oz.	3. Class B felony. 1-25 yrs/\$30,000 fine	
4. 2-4 oz.	4. Class A-II felony. 3 yrs-life/\$50,000 fine	
5. 4 oz. or more	5. Class A-I felony. 15 yrs-life/\$100,000 fine	
(sale)	1. less than 1/2 oz.	1. Class B felony. 1-25 yrs/\$30,000 fine
2. 1/2-2 oz.	2. Class A-II felony. 3 yrs-life/\$50,000 fine	
3. 2 oz. or more	3. Class A-I felony. 15 yrs-life/\$100,000 fine	
<b>NARCOTIC MIXTURES</b>		
(possession)	1. less than 1 oz.	1. Class A misdemeanor. 6 mos./\$1,000 fine
2. 1/2-2 oz.	2. Class D felony. 1-3 yrs/\$15,000 fine	
3. 2 oz. or more	3. Class C felony. 1-15 yrs/\$15,000 fine	
(sale)	1. ANY QUANTITY	1. Class C felony. 1-15 yrs/\$15,000 fine
2. any quantity to a person under 21 yrs. of age	2. Class B felony. 1-25 yrs/\$30,000 fine	
<b>COCAINE</b>		

(possession)	1. 500 mg. or more	1. Class D felony. 1-3 yrs/\$1,000 fine
<b>LSD</b>		
(possession)	1. up to 1 mg.	1. Class A misdemeanor. 6 mos./\$1,000 fine
2. 1-5 mg.	2. Class C felony. 1-15 yrs/\$15,000 fine	
3. 5-25 mg.	3. Class B felony. 1-25 yrs/\$30,000 fine	
4. 25 mg. or more	4. Class A-II felony. 3 yrs-life/\$50,000 fine	
(sale)	1. up to 1 mg.	1. Class D felony. 1-3 yrs/\$15,000 fine
2. 1-5 mg.	2. Class B felony.	
3. 2-25 mg.	3. Class A-II felony. 3 yrs-life/\$50,000 fine	
4. any amount with a prior drug conviction	4. Class B felony. 1-25 yrs/\$30,000 fine	

## Sample Listing of Health Impact of Various Controlled Substances

Substance	Physical Dependence	Psychological Dependence	Possible Effects	Effects of Overdose	Withdrawal
Heroin	High	High	Euphoria, drowsiness, respiratory depression, constricted pupils, nausea	Slow and shallow breathing, clammy skin, convulsions, coma, possible death	Yawning, loss of appetite, irritability, tremors, panic, cramps, nausea, runny nose, chills and sweating, watery eyes
Morphine	High	High			
Codeine	Moderate	Moderate			
Methadone	High	High			
Other Narcotics: Percodan, Darvon, Talwin, Percocet, Opium, Demerol	High-Low	High-Low			
Barbiturates: Amytal, Nembutal, Phenobarbital, Pentobarbital	High-Moderate	High-Moderate	Slurred speech, disorientation, drunken behavior without odor of alcohol	Shallow respiration, clammy skin, dilated pupils, weak and rapid pulse, coma, possible death	Anxiety, insomnia, tremors, delirium, convulsions, possible death
Benzodiazepines: Ativan, Diazepam, Librium, Xanax, Valium, Tranxene, Versed, Halcion	Low	Low			
Methaqualone	Moderate	Moderate			
GHB					
Rohypnol					
Other Depressants	Moderate	Moderate	Increased alertness, increased pulse rate and blood pressure, loss of appetite, euphoria, excitation, insomnia	Agitation, increased body temperature, hallucinations, convulsions, possible death	Apathy, long periods of sleep, irritability, depression, disorientation
Cocaine	Possible	High			
Amphetamine	Possible	High			
Methamphetamine	Possible	High			
Ritalin	Possible	High			
Other Stimulants	Possible	High	Euphoria, relaxed inhibitions, increased appetite, disorientation	Fatigue, paranoia, possible psychosis	Occasional reports of insomnia, hyperactivity, decreased appetite
Marijuana	Unknown	Moderate			
THC, Marinol	Unknown	Moderate			
Hashish	Unknown	Moderate			
Hashish Oil	Unknown	Moderate	Illusions and	Longer, more	Unknown
LSD	None	Unknown			

Mescaline and Peyote	None	Unknown	hallucinations, altered perception of time and distance	intense "trip" episodes, psychosis, possible death	
Psilocybin mushrooms	None	Unknown			
Ecstasy (MDMA)	Unknown	Unknown			
Phencyclidine (PCP)	Unknown	High			
Ketamine	Unknown	Unknown			
Other Hallucinogens	None	Unknown			
Testosterone	Unknown	Unknown	Virilization, testicular atrophy, acne, edema, gynecomastia, aggressive behavior	Unknown	Possible depression

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

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

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

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

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

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

Access to university information systems is a privilege that may be revoked for reasons including, but not limited to, violations of the Acceptable Use Policy for Computer and Information Technology Systems. Access may be revoked on an interim basis by the university in order to safeguard university resources, to limit the university's

liability for damages due to violations of the Acceptable Use Policy, and to investigate allegations of abuse of the Acceptable Use Policy. The university considers any violation of the Acceptable Use Policy to be a serious offense, and violators will be subject to disciplinary action as specified in the Teaching and Research Faculty, Administrative and Professional Faculty, and Classified Staff Handbooks.

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

All account holders will abide by the following conditions:

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

6. Account holders shall assist university officials with the investigation of violations of university computing policies and will provide university officials with unencrypted files necessary for the investigation of violation of university computing policies. Failure to cooperate with such investigations will result in suspension of privileges and discipline under the Standards of Conduct.
- E. Account holders shall not use university systems to store or transmit obscene or pornographic material in violation of state and federal law.
- F. University information systems shall not be used for non-RU-affiliated, on-going commercial business enterprises or for any unauthorized mass mailings.
- G. Account holders shall not use university systems to abuse, verbally assault, defame, harass, intimidate, or otherwise annoy an individual or individuals.
- H. Account holders shall observe the conditions of the Radford University Privacy Statement when developing web pages and web applications. The Privacy Statement is found on the Radford University homepage.

### 3.3 CRIMINAL BACKGROUND CHECK POLICY #HR PO-1400

<b>Procedure Title: Criminal Background Check</b>	<b>Effective Date: 10/17/2011</b>
<b>Procedure ID #: HR PR-1400</b>	<b>Date of Last Revision: 2/1/2012</b>
<b>Oversight Department: Human Resources</b>	<b>Next Review Date: 2/1/2013</b>

#### **Procedure for Policy #HR PO-1400 Policy**

#### **Policy Title: Criminal Background Check**

##### **1. Brief Policy Description**

The purpose of the Criminal Background Check Policy is to promote a safe environment and protect the welfare of students, employees, and visitors to our campus and to protect organizational assets including people, property and information.

##### **2. Applicability**

This policy applies to all full-time and part-time employees, and 1500-hour wage positions. Certain other positions may be designated as well.

##### **3. Procedure**

###### **a. Communication of Policy**

The provisions of the criminal background check policy will be communicated to applicants using application materials provided to all applicants, departmental employment interviews and offer letters. The provisions of this policy will be communicated to current employees by department heads, supervisors, and Human Resources.

In addition, Human Resources staff members will be available to discuss the provisions and procedures of the policy with supervisors, employees and applicants.

###### **b. Initiating the Criminal Background Check**

The selected candidate must complete a release form permitting conduct of the criminal background check immediately upon a conditional offer of employment being made.

The University reserves the right to conduct criminal background checks on the widest scope available. Normally, criminal background checks will include a review of the individual's records to include a Virginia Criminal Records Search and the Sex Offender Registry. Individuals who have lived outside the Commonwealth of Virginia will include

county checks for all counties in which the individual has lived over the past seven (7) years.

### **c. Review Process**

Human Resources will initially review the criminal background records to determine job relatedness and will contact the department with the results if the check reveals a job-related criminal background record. If the individual has convictions that are job-related, the University may deny employment. The determination to deny employment will be made by the hiring authority in consultation with Human Resources. A decision to hire an applicant with a job-related conviction requires the approval of the appropriate division head.

In making the determination of job-relatedness, Human Resources and the hiring authority will consider how recently the conviction occurred; the frequency and severity of the crime(s); and the age of the individual at the time the crime was committed. The safety and security of the campus and the members of the campus community will be the University's foremost consideration.

Any information related to the criminal background history will be maintained in the strictest confidence possible. Only essential personnel involved in the hiring process and the individuals involved in the assessment of job-relatedness may be informed of information on the criminal background check of an employee on a need-to-know basis. Those who violate the terms of this policy, including violations of confidentiality, are subject to disciplinary action including termination.

### **d. Preliminary Offers**

Criminal background checks should be completed prior to an employee's employment begin date. Exceptions to this must have the joint approval of the appropriate division head and the Director of Human Resources. If an exception is made, the offer letter or employment contract will explicitly state that, *"This offer is contingent upon the satisfactory completion of a criminal background check."*

## **4. Responsibilities**

Current Employee: As a condition of continued employment, every employee must inform his/her supervisor or Human Resources within five business days if he/she is convicted of a crime (not including traffic infractions). A CDL holder must report traffic infractions pursuant to licensing regulations. The University reserves the right to then conduct a

criminal background check. Information discovered that leads to the conclusion that the safety and security of the campus and/or the members of the campus community are at risk will be reviewed, and the individual's employment may be affected. Reporting of convictions is applicable to all employees, whether or not their positions were subject to an original criminal background check.

Department Heads, Hiring Authorities and Supervisors: Responsible for their department's adherence to this policy, including clearly communicating this requirement to job candidates and to all current employees upon policy implementation. The supervisor should consult with HR to determine if a reported conviction is job-related.

Human Resources: Responsible for the management of the policy, including overseeing the criminal background check process, the confidential reporting of job-related negative results to the appropriate individual in the hiring department, and the confidential storage of all findings.

## 5. Appendices

[Click here to enter text.](#)

**APPROVED BY:** \_\_\_\_\_

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

**Name:** Joey Sword

**Title:** Director of Human Resources

### **3.4 CONFLICT OF INTEREST AND ETHICS IN CONTRACTING LAW**

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

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

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

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

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

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

### **3.5 POLICY FOR CONTRACTUAL ARRANGEMENTS**

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

### **3.6 EMPLOYEE SUGGESTION PROGRAM**

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

## **3.7 UNIVERSITY SMOKING POLICY**

### **1. Purpose**

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

### **2. Applicability**

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

### **3. Definition**

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

### **4. Policy**

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

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

### **5. Procedures**

#### **A. Communication**

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

## B. Signage

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

## 6. Responsibilities

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

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

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

## 7. Sanctions

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

## 3.8 USE OF UNIVERSITY RESOURCES

### Expenditures

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

#### A. Employee personal expenses

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

8. All expenses related to personal negligence of the employee, such as traffic fines.

- B. Agency-sponsored event expenses incurred which do not clearly support the agency mission
1. Retirement parties or employee going-away parties
  2. Holiday decorations
  3. Alcoholic beverages
  4. Charitable contributions
  5. Gifts and flowers

### **Equipment, Time, and Information**

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

Employees are to:

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

## **3.9 PAY INFORMATION**

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

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

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

**3.9.2 Pay Deductions.** The following constitute the only payroll deductions authorized by the State Comptroller:

- A. Insurance premiums
  - 1. Health care insurance
  - 2. Dependent care reimbursement account
  - 3. Medical reimbursement account
  
- B. Taxes
  - 1. Federal income
  - 2. State income
  - 3. Social Security (OASDI) and Medicare (HI)
  - 4. Federal tax on life insurance valued over \$50,000 (IMPLIFE)
  
- C. Miscellaneous
  - 1. U. S. savings bonds
  - 2. The Commonwealth's deferred compensation plan
  - 3. Virginia Credit Union
  - 4. Radford University Foundation, Inc.
  - 5. Combined Virginia Campaign (CVC)
  - 6. Optional Life and Accidental Death and Dismemberment Insurance
  - 7. Parking
  - 8. Variety of disability, insurance, and investment products provided by companies participating in the voluntary payroll deduction program administered by the Commonwealth's third party administrator, Fringe Benefits Management Company.

## **4. PROFESSIONAL DEVELOPMENT**

### **4.1 EDUCATIONAL AID POLICY**

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

#### **GENERAL PROVISIONS**

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

#### **PURPOSES OF EDUCATIONAL AID**

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

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

## **TYPES OF PROGRAMS**

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

## **EDUCATIONAL PROGRAMS FOR CREDIT**

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

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

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

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

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

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

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

### **NON-CREDIT STUDY**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Request Procedure:** An employee must complete the *Employee Tuition Waiver Request Form (PR17)*, obtain signatory approvals, and route the form to Human Resources. Human Resources will notify the employee when the request form is approved, keep the original request form, and forward a copy to the Student Accounts Office. Please note that Human Resources certifies the employee’s eligibility for Tuition Waiver only. HR does not approve entry into a course of instruction. All enrollment question must be addressed to the Office of the Registrar.

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

# RADFORD UNIVERSITY EMPLOYEE TUITION WAIVER REQUEST

Name \_\_\_\_\_ Work Phone \_\_\_\_\_ RU ID# \_\_\_\_\_

Job Title \_\_\_\_\_ Department \_\_\_\_\_ P.O. Box \_\_\_\_\_

Request for 20 \_\_\_\_\_ Fall  Spring  Maymester  Summer I  Summer II  Summer III

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

Title \_\_\_\_\_ Class Schedule \_\_\_\_\_

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

RU student status: Undergraduate  Graduate  Non-Degree-Seeking

Name of degree program, if applicable: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
Employee

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

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
Supervisor

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
Department Head

Approved  Disapproved

**HUMAN RESOURCES USE ONLY**

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

**Comments** \_\_\_\_\_

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
Authorized Human Resources Official

**MEMORANDUM OF AGREEMENT FOR TUITION REIMBURSEMENT**  
**Radford University**

Name of Employee \_\_\_\_\_

Title \_\_\_\_\_ Department \_\_\_\_\_

Beginning and Ending Dates of Course or Leave \_\_\_\_\_

Attended/Location \_\_\_\_\_

Institution To Be Attended/Location \_\_\_\_\_

Terms and Amount of Stipend \_\_\_\_\_

**JUSTIFICATION**

1. General Description of Program \_\_\_\_\_

2. Objective of Program and Benefit to Radford University \_\_\_\_\_

**AGREEMENT**

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

\_\_\_\_\_  
Signature of Employee Date

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

\_\_\_\_\_  
Name of Department Head Signature of Department Head Date

-----  
**HUMAN RESOURCES USE ONLY**

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

\_\_\_\_\_  
Human Resources Representative Date

**MEMORANDUM OF AGREEMENT FOR EDUCATIONAL LEAVE**  
**Radford University**

Name of Employee \_\_\_\_\_

Title \_\_\_\_\_ Department \_\_\_\_\_

Beginning and Ending Dates of Leave \_\_\_\_\_

Institution To Be Attended/Location \_\_\_\_\_

Terms and Amount of Stipend \_\_\_\_\_

**JUSTIFICATION**

1. General Description of Program \_\_\_\_\_

\_\_\_\_\_

2. Objective of Program and Benefit to Radford University \_\_\_\_\_

\_\_\_\_\_

**AGREEMENT**

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

\_\_\_\_\_  
Signature of Employee Date

**APPROVALS**

\_\_\_\_\_  
Department Head Dean Vice President

**HUMAN RESOURCES USE ONLY**

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

\_\_\_\_\_  
Human Resources Representative Date

## **PROMISSORY NOTE**

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

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

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date