



Quarterly Board Meeting
Arkansas State University System
Arkansas State University (A-State) Campus
Sep 15, 2023 10:00 AM - 12:00 PM CDT

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EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM: The Arkansas State University System requests approval for Henderson State University to adjust fees related to its Aviation Program.

ISSUE: The Board of Trustees must approve tuition, fees, and room and board rates.

BACKGROUND:

In order to meet the additional costs necessary to fulfill its mission, the Arkansas State University System requests approval for Henderson State University to adjust fee rates related to its Aviation Program.

HENDERSON STATE UNIVERSITY

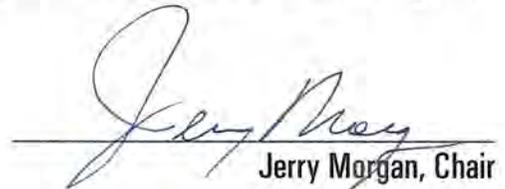
Miscellaneous Fee(s) Revisions (effective Spring 2024, unless otherwise noted):

	<u>Current</u>	<u>Proposed</u>
Maule Aircraft Rental Fee (per hour)	\$123.25	\$155.00
Piper Arrow Aircraft Rental Fee (per hour)	\$145.25	\$180.00
Piper Twin Comanche Aircraft Rental Fee (per hour)	\$228.00	\$275.00
Citabria Aircraft Rental Fee (per hour)	\$97.25	\$125.00
Redbird Flight Simulator Rental Fee (per hour)	\$45.25	\$90.50
Certified Flight Instructor (per hour)	\$45.25	\$45.25
Aircraft Rental Fuel Surcharge (per engine-hour)	\$12.56	0.00
Tecnam P2006T Rental Fee (per hour)	0.00	\$530.00

RECOMMENDATION/RESOLUTION:

Be it resolved that Henderson State University is approved to adjust fees related to its Aviation Program, as stated herein.


Robert G. Rudolph Jr., Secretary


Jerry Morgan, Chair

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM: The Arkansas State University System requests approval to revise the Early Retirement Benefits Policy.

ISSUE: The Board of Trustees must approve changes to all ASU System policies.

BACKGROUND:

- Under the terms of the Board-approved ASU System Staff Handbook (section titled “Early Retirement”), employees of ASU System institutions become eligible for early retirement benefits in the calendar year in which their age and years of continuous benefits-eligible service total seventy, if the employee is between fifty-five (55) and sixty (60) years of age. Employees, age sixty (60) and older, become eligible for early retirement benefits in the calendar year in which they complete at least ten (10) years of continuous benefits-eligible service to their institution. This is consistent with current and historical practice for ASU System institutions.
- Eligibility requirements are currently stated in the ASU System Early Retirement Benefits Policy. That System Policy uses different terminology from the ASU System Staff Handbook. The proposed revision to the ASU System Policy is intended to eliminate any potential conflicting interpretation of the eligibility standards.
- The ASU System Policy is also being revised to make the following clarifications:
 - The Policy applies to employees of ASU System institutions, not just to employees of Arkansas State University;
 - The Policy does not cover Henderson State University employees, who are separately covered by HSU Campus Operating Procedure: Health Benefits, Basic Life Insurance, and Miscellaneous Benefits upon Retirement, which was approved by the Board on June 2, 2022 (Resolution 22-33).
- A copy of the revised ASU System Early Retirement Benefits Policy is attached to this resolution.

EXECUTIVE SUMMARY

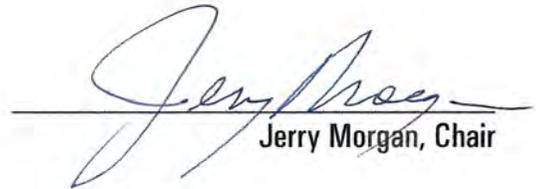
Contact: Jeff Hankins (501) 660-1004

RECOMMENDATION/RESOLUTION:

Be it resolved that the Arkansas State University System is approved to revise the Early Retirement Benefits Policy, effective immediately.



Robert G. Rudolph Jr., Secretary



Jerry Morgan, Chair

ASU System Policy

Effective Date: September 15, 2023

Subject: Early Retirement Benefits

1. Purpose

Employees providing dedicated and lengthy service to an Arkansas State University System institution may be eligible for early retirement benefits. To the extent allowed by the existing financial conditions of an employee's institution, early retirement benefits will be available to all Arkansas State University System employees hired prior to January 1, 2019.

2. Arkansas State University System Early Retirement Benefits Policy

- A. Employees between the ages of fifty-five (55) and sixty (60) shall become eligible for early retirement benefits in the calendar year in which the sum of their age and the number of years of continuous benefits-eligible service to an Arkansas State University System institution total seventy (70).
- B. Employees sixty (60) years of age and older shall become eligible for early retirement benefits in the calendar year in which they have at least ten (10) years of continuous benefits-eligible service to an Arkansas State University System institution.
- C. Employees who retire under a voluntary retirement window approved by the Arkansas State University System Board of Trustees shall become eligible for early retirement benefits.
- D. Employees of Henderson State University (HSU) are not eligible for early retirement benefits under this policy. HSU employees are governed by the Henderson State University Campus Operating Procedure: Health Benefits, Basic Life Insurance, and Miscellaneous Benefits upon Retirement, approved by the Arkansas State University System Board of Trustees on June 2, 2022 (Resolution 22-23).

3. Process

- A. Employees meeting age and service eligibility requirements, or who retire under a board-approved, voluntary retirement window, are eligible to continue the following benefits, so long as the financial condition of the University allows:
 - I. Medical insurance (including spouse and unmarried dependents, if covered at the time the employee retires) at one-half of the total combined

employee and employer premium cost. Draft payments must be established through the payroll director prior to retirement.

Medical insurance provided to early retirees will terminate at the earlier of (a) the age at which the early retiree becomes eligible for Medicare coverage, or (b) the date the early retiree becomes eligible for similar benefits under any other arrangement for members in a group, whether insured or self-insured.

Medical benefits for a covered spouse of an early retiree will terminate at the earlier of (a) the date on which such benefits terminate for the early retiree, or (b) the date that the spouse becomes eligible for Medicare. If the covered spouse of an early retiree has not reached the age of Medicare eligibility at the time benefits for the early retiree are terminated, the early retiree may pay the total employee and employer premium cost of continuing medical benefits, until such time as (a) the covered spouse becomes eligible for Medicare benefits, or (b) becomes eligible for similar benefits under any other arrangement for members in a group, whether insured or self-insured.

Medical insurance for unmarried dependents, if covered at the time the employee retires, will terminate at the earlier of (a) the date on which they become eligible for similar benefits under any other arrangement for members in a group, whether insured or self-insured, or (b) until they no longer meet the dependency requirements of the plan.

- II. Tuition discounts for the early retiree, the spouse, and unmarried dependent children in the amount in effect for existing University employees.
- B. Eligible employees under paragraphs 2(A) and 2(B) may continue life insurance and accidental death and dismemberment benefits equal to the scheduled amount at the time of the early retiree's retirement at no cost to the retiree, until the retiree turns 65.

(Adopted by the Arkansas State University Board of Trustees on December 7, 2018, Resolution 18-43, supersedes the policy approved on September 19, 2014, Resolution 14-37, which superseded the original policy passed by Resolution 09-31, which superseded the Early Retirement/Retirees Unused Sick Leave Compensation Policy of July 1, 1993, and revisions of December 2000 and June 30, 2003. Revised September 15, 2023, Resolution 23-38.)

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM: The Arkansas State University System (“System”) requests approval to revise the ASU System Staff Handbook.

ISSUE: The Board of Trustees must approve revisions to the ASU System Staff Handbook.

BACKGROUND:

- The System staff, and the heads of each Human Resources Department of the System’s individual campuses, recognize that many provisions of the ASU System Staff Handbook (“Handbook”) are out-of-date and/or require revision or deletion.
- The work of the System staff and each campus Human Resources Department is ongoing, and this working group intends to present proposals to the Board for substantive policy changes to the Handbook in future Board meetings.
- As an initial step, the working group proposes a number of cosmetic and non-substantive changes to clarify certain sections, update out-of-date sections, and revise out-of-date language used throughout the Handbook. Examples of these updates include the following:
 - Changing references to “ASU” throughout the Handbook, to instead refer to the “ASU System,” “ASU System institutions,” or “A-State,” as appropriate;
 - Revising the “Mission Statements” section of the Handbook to eliminate unnecessary language and provide “evergreen” information by linking to the portion of each System institution’s individual webpage where the most current information about that institution’s mission statement can be found;
 - Eliminating the current “Job Classification” section, which became obsolete on June 30, 2023, as a result of Act 778 of 2023;
 - Revising the language describing the calculation process for the relevant twelve-month period for FMLA leave, and to reflect the existing policy’s interpretation and application at the System’s individual institutions.

EXECUTIVE SUMMARY

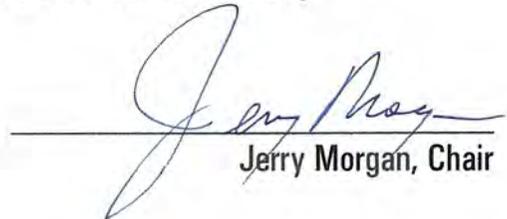
Contact: Jeff Hankins (501) 660-1004

- A copy of the revised ASU System Staff Handbook is attached to this resolution.

RECOMMENDATION/RESOLUTION:

Be it resolved that the Arkansas State University System is approved to revise the ASU System Staff Handbook, consistent with the proposed changes above, effective immediately.


Robert G. Rudolph Jr., Secretary


Jerry Morgan, Chair



STAFF HANDBOOK

Revised September 2023



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WELCOME TO THE ARKANSAS STATE UNIVERSITY SYSTEM

This handbook has been prepared to introduce you to employment in the Arkansas State University System (ASU System). Please read this handbook carefully. One of your first responsibilities is to be familiar with its contents. This handbook outlines the ASU System's policies and campus operating procedures; however, it is impossible to anticipate every employment situation which may arise. This manual is only a summary, so please review the ASU System website at www.asusystem.edu for policies and your institution's website for operating procedures or contact your supervisor or your Human Resources department if you have any questions.

The ASU System is governed by the Arkansas State University System Board of Trustees and the Office of the President located in Little Rock. Member institutions of the ASU System are:

- Arkansas State University, in Jonesboro (A-State)
- Arkansas State University-Beebe
- Arkansas State University-Mountain Home
- Arkansas State University-Newport
- Arkansas State University Mid-South, in West Memphis
- Arkansas State University Three Rivers, in Malvern
- Henderson State University, in Arkadelphia

Although the ASU System Office and each of the System's institutions share a common Board of Trustees, other than employees assigned to the ASU System Office, all employees are employed by their particular ASU System member institution, not by the ASU System. This handbook applies to employees throughout the ASU System, regardless of whether they are employed by the ASU System or one of its member institutions. Unless otherwise specified, policies of the ASU System set forth or described in this handbook are also the policies of each ASU System member institution.

This handbook does not constitute a contract for employment with the ASU System or any of its institutions, either express or implied, and the ASU System reserves the right at any time to change, delete, or add to any of the provisions at its sole discretion without notice. Furthermore, the provisions of this handbook are designed by the ASU System to serve as guidelines rather than absolute rules. Exceptions may be made from time to time on the basis of particular circumstances. If at any time you have questions regarding your employment, please contact your supervisor or your Human Resources department.

Employment in the ASU System is at will. Either you or your ASU System institution may terminate the employment relationship at any time, with or without cause and with or without notice. The at-will relationship remains in full force and effect notwithstanding any statements to the contrary made by ASU System or individual institution employees or set forth in any documents.

This employee handbook supersedes all previous employee handbooks and management memos which may have been issued on subjects covered herein. In the event of a change in any law, regulation, or ASU System Policy cited in this handbook, the current law or policy will be automatically substituted and applied.

MISSION STATEMENTS

Arkansas State University System. The mission of the ASU System is to contribute to the educational, cultural, and economic advancement of Arkansas by providing quality general undergraduate education and specialized programs leading to certificate, associate, baccalaureate, masters, professional, and doctoral degrees; by encouraging the pursuit of research, scholarly inquiry, and creative activity; and by bringing these intellectual resources together to develop the economy of the state and the education of its citizens throughout their lives.

Each component of the ASU System will be characterized by:

- A supportive learning environment; personal development, leadership, and service opportunities; and facilities, technologies and support necessary to meet the needs of students, faculty, and staff;
- Racial, ethnic, gender and cultural diversity in the faculty, staff, and student body, supported by practices and programs that embody the ideals of an open, democratic, and global society;
- Instructional technologies, student support services, and on-line and distance education to advance the purposes of teaching and learning; and
- A commitment to sharing human, physical, information, and other resources among system components, and with state agencies, schools and higher education institutions, to expand and enhance programs and services available to the citizens of Arkansas.

The ASU System's [Vision, Mission, and Goals](#) are described in further detail on the ASU System website.

Each institution within the ASU System also has its own mission statement and rich history. More information about the missions of the ASU System's institutions is available at the following links:

Arkansas State University (A-State): [About Arkansas State](#)

Arkansas State University-Beebe: [Mission & History](#)

Arkansas State University-Mountain Home: [We Are Trailblazers](#)

Arkansas State University-Newport: [History & Mission](#)

Arkansas State University Mid-South: [Institutional Profile](#)

Arkansas State University Three Rivers: [Our Mission](#)

Henderson State University: [Mission, Vision, and Core Values](#)

NON-DISCRIMINATION STATEMENT

The ASU System does not discriminate on the basis of color, sex, sexual orientation, gender identity, race, age, national origin, religion, marital status, veteran status, genetic information or disability in any of its practices, policies or procedures. This includes, but is not limited to, employment, admissions, educational services, programs or activities which it operates, and financial aid.

EMPLOYMENT OVERVIEW

EQUAL EMPLOYMENT OPPORTUNITY

The State of Arkansas does not discriminate in access to employment opportunities or in employment or practices on the basis of race, color, religion, sex, national origin, age, disability, or genetic information. It is the policy of the ASU System to provide equal employment opportunity to all qualified persons; to prohibit discrimination against any employee or applicant for employment because of race, color, ancestry, religion, gender, age, disability, genetic information, national origin, status as a veteran or other status protected by law; and to promote the full realization of equal employment opportunity through a positive continuing program of affirmative action.

It is the responsibility of all departments and all personnel, supervisory and non-supervisory, to see that this policy is implemented throughout the ASU System.

AFFIRMATIVE ACTION POLICY

The ASU System is committed to the goal of equal opportunity for all. This policy is adopted by the Arkansas State University System Board of Trustees. All personnel responsible for hiring employees and recruiting students share a responsibility to support the ASU System's equal opportunity and affirmative action program and to provide leadership in achieving its goals.

DRUG AND ALCOHOL-FREE WORKPLACE

It is the policy of the ASU System to maintain an educational and working environment that is free from the influence of unlawful drugs and alcohol in compliance with the Drug Free Schools and Communities Act and the Drug-Free Workplace Act. Therefore, it is the policy of the ASU System that the unlawful manufacture, distribution, dispensing, possession, or use, of a controlled substance and/or alcohol on any property owned or maintained by the ASU System, or as a part of any institution activity, is strictly prohibited.

Individuals who violate this policy will be subject to a number of sanctions imposed both by the ASU System and by the state and federal criminal justice systems, including termination of employment.

In addition to any sanctions and/or disciplinary action which may be taken by the ASU System, the ASU System may refer violations to the appropriate legal authorities for criminal prosecution.

REHABILITATION ACT AND TITLE II OF THE AMERICANS WITH DISABILITIES ACT

The ASU System is committed to complying with all applicable provisions of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, which prohibit discrimination against qualified individuals with disabilities on the basis of disability in all programs, activities, and services of public entities. The ASU System will not discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee or can perform the essential functions of the job with or without reasonable accommodations. Consistent with this policy of non-discrimination, the ASU System will provide reasonable accommodations to a qualified individual with a disability, who has made the ASU System aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the relevant ASU System institution. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their supervisor or their Human Resources department. The ASU System and its member institutions encourage individuals with disabilities to come forward and request reasonable accommodation.

TITLE IX OF EDUCATION AMENDMENTS

Title IX is a comprehensive federal law that prohibits discrimination on the basis of sex in any federally funded education program or activity.

Title IX benefits both males and females, and is at the heart of efforts to create gender equitable schools. The law requires educational institutions to maintain policies, practices and programs that do not discriminate against anyone based on sex. Under this law, males and females are expected to receive fair and equitable treatment in all areas of public schooling including recruitment, admissions, educational programs, and activities, course offerings and access, counseling, financial aid, employment assistance, facilities and housing, health and insurance benefits, marital and parental status, scholarships, sexual discrimination and athletics. The ASU System has designated a Title IX Coordinator for each institution. Any incidence of sexual discrimination, including sexual harassment or sexual violence, should be reported to the Title IX Coordinator who will take prompt action to secure a full and equitable review. In the event the sexual discrimination allegation is against the Title IX Coordinator, the report should be made to the ASU System Office of General Counsel. Contact information for each institution's Title IX Coordinator is located on the respective institution's website.

SEXUAL DISCRIMINATION

The ASU System is committed to providing an educational and work environment for its students, faculty, and staff that is free from sexual discrimination including sexual harassment, sexual assault, sexual violence, stalking, domestic violence, and dating violence, as prohibited by Title IX of the Educational Amendments of 1972, and/or Title VII of the 1964 Civil Rights Act. No form of sexual discrimination will be tolerated.

It is important to preserve all evidence of sexual discrimination, especially if the discrimination is also a criminal offense, such as sexual assault, stalking, domestic violence, or dating violence.

Supervisors and staff members must recognize that their positions necessarily embody unequal power relationships with their subordinates and students. Because of the inherent power differences in these relationships, the potential exists for the less powerful to perceive a coercive element in suggestions relative to activities outside those appropriate to the professional relationship. It is the responsibility of supervisors and staff members to behave in such a manner that their words or actions cannot reasonably be perceived as coercive.

Each institution has a Title IX Coordinator who is charged with investigating certain allegations of sexual harassment, sexual assault, stalking, domestic violence and dating violence, as defined within the Title IX Grievance Procedure herein. Each institution's Human Resources department is responsible for investigating allegations of sexual discrimination, not covered by Title IX, and in violation of Title VII. Employees with supervisory responsibilities, including deans, vice chancellors, department chairs, faculty, student conduct personnel, human resources personnel, athletic administrators, coaches, and institution police personnel must report incidents of sexual discrimination either observed by them or reported to them to the Title IX Coordinator. The Title IX Coordinator will conduct a prompt, thorough, and objective investigation of those claims which meet the requirements of a Title IX offense, and will refer other claims of sexual discrimination to the campus Human Resources department. If sexual discrimination has occurred, appropriate remedial action commensurate with the severity of the offense will be taken up to and including termination. All reports, complaints, and investigations are treated with discretion and confidentiality is maintained to the extent allowed by law.

The Title IX Coordinator or Human Resources representative, as applicable, will notify the appropriate law enforcement agency of all reports of sexual assault, stalking, domestic violence or dating violence. The person who has allegedly been subjected to sexual discrimination may also contact law enforcement and may seek an order of protection, no contact order, or similar order. The Title IX Coordinator or Human Resources representative will assist the person alleging to be subjected to sexual discrimination and the person alleged to have committed sexual discrimination with locating resources for counseling, medical treatment, legal advice, or other services.

Each institution within the ASU System provides educational materials and programs on sexual discrimination. Contact the Human Resources department or Title IX Coordinator for information on awareness and prevention of sexual discrimination.

The ASU System reserves the right to take those legally permitted supportive measures it deems necessary in response to an allegation of sexual discrimination in order to protect individuals' rights and personal safety. Such supportive measures may include, but are not limited to: modification of campus living or employment arrangements; interim suspensions from campus; no contact or communications requirements; leave with or without pay; and, reporting the matter to law enforcement. Persons reporting allegations of sexual discrimination must follow the Staff Grievance Procedure or the Title IX Grievance Procedure, as applicable.

RETALIATORY ACTION PROHIBITED

Retaliation against a person who files a charge of discrimination, participates in an investigation, refuses to participate in an investigation, or opposes an unlawful employment practice is prohibited by law and the ASU System. Any person who needs further explanation or who believes he or she has been retaliated against should contact the Human Resources department.

NURSING MOTHERS

The ASU System complies with the Nursing Mother Amendment to the Fair Labor Standards Act, which provides for unpaid breaks to express breast milk. Please see your Human Resources department for further information.

EMPLOYMENT OF RELATIVES (NEPOTISM)

Relatives may be employed in the same or different departments within an ASU System institution, and employment opportunities are offered to spouses or other relatives on a competitive basis unless prohibited by law or regulation.

To avoid potential or perceived conflicts of interest that may arise when an employee participates formally or informally in decisions to hire, retain, promote, or determine the salary of a related person, the ASU System has

adopted the following System Policy:

- No employee will have any direct or indirect supervision or direction over an employee to whom they are related by marriage or blood.
- No employee will participate in any peer judgment or administrative review of any employee to whom they are related by marriage or blood.

In some extraordinary and narrowly limited circumstances it may be in the best interest of the ASU System to allow an employee to hold a supervisory position notwithstanding the concurrent employment of a spouse or relative. In such cases, appointment to such a position is only available upon the prior recommendation of the president of the ASU System and approval of the Board of Trustees. In such cases, with input from others within the unit, the chancellor and the administrative head of the campus or service area shall develop written procedures to protect the employees involved, and the ASU System, from the appearance of bias, prejudice or favoritism.

“Employee” means a person whose employment is not seasonal or temporary and whose actual performance of duty requires fifteen hundred (1500) or more hours during the fiscal year.

“Supervisory employee” means any individual having authority in the interest of the ASU System to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees of the ASU System; or the responsibility to direct other employees of the ASU System, to adjust their grievances, or to effectively recommend an action if the exercise of authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

SMOKE-FREE ENVIRONMENT

Pursuant to Arkansas law, smoking or the use of an e-cigarette is prohibited on all ASU System property including buildings, grounds, and vehicles. Any person convicted of violating the smoking prohibition shall be punished by a fine. Repeated violations may result in disciplinary action. Some System campuses are completely tobacco free. Please contact your Human Resources department for information governing tobacco use on your campus.

EMPLOYMENT STATUS

HIRING PROCEDURES

Each person seeking employment within the ASU System shall file an application for employment with the appropriate Human Resources department.

Pre-employment testing may be required in cases where necessary to determine minimum qualifications. Test results will be made available as necessary to department heads and/or supervisors.

During the interview process, each applicant will be required to complete (1) an Employee Disclosure and Certification form, and (2) an Employee Disclosure Requirements Notice in accordance with law or regulation. These forms must be approved by the Human Resources department. No offer of employment may be made prior to this approval process.

To be considered for employment with the ASU System, a person must meet any minimum age limitations required by law. For example, employees must be at least 18 years old if employed in a hazardous occupation and 21 years of age if employed as an officer in an ASU System institution police department.

Background checks will be performed as directed by [ASU System policy](#).

BENEFIT ELIGIBILITY

Only employees appointed to a benefits eligible position may participate in ASU System benefit programs. Benefits eligible employees who work less than forty (40) hours per week participate proportionately in vacation and sick leave. Such employees are eligible for insurance coverage.

Those employees in a non-benefits eligible position may not work more than twenty-nine (29) hours per week.

CAREER SERVICE RECOGNITION

Benefits eligible non-faculty employees who work at least forty (40) hours per week become eligible to receive yearly career service recognition payments on their career service credit date. Employees who have received career service payments in the previous biennium shall receive payments on their career service credit date or their increase eligibility date, whichever occurs first within the fiscal year so long as sufficient funds are available for such purpose. Payments to eligible employees shall be made on the anniversary of the employee's latest hire date.

PERFORMANCE EVALUATION

Some ASU System institutions conduct performance evaluations for new hires. All employees are evaluated annually by May 1. The evaluation process should be an opportunity for supervisors and employees to review specific information on performance, to determine what priorities for performance should be, and to set future goals for development. Your institution's Human Resources department or your supervisor can provide specific information on the performance review process.

CHANGE IN STATUS

A change in status occurs when an employee receives a promotion, a demotion, a reclassification, or a transfer. During the first six months in any position, an employee is not eligible for transfers to other positions on any institution.

In the event of a change in status, the employee's accrued annual leave and sick leave are transferred and will become the obligation of the department to which the employee is transferred. When transferring to a position that is not eligible for annual and/or sick leave, the employee may not use such leave in the new position. Employees who terminate their employment with the ASU System and are rehired may be eligible for reinstatement of benefits. See your Human Resources department for further information.

PERSONNEL RECORDS CHANGE

Your Human Resources Department maintains complete and permanent records on each employee and uses this information for official purposes. Employees are responsible for notifying their supervisor and their Human Resources Department of changes in name, address, telephone number, dependent status, change in number of dependents for tax withholding purposes, and other personnel changes. Employees may make an appointment with their Human Resources department representative to review information contained in their personnel file. Information in personnel files shall remain confidential and may be only reviewed by the employee, supervisor, hiring supervisor, appropriate Human Resources personnel, or other appropriate ASU System employees unless required to be disclosed by law.

EMPLOYMENT AT ANOTHER STATE AGENCY

An ASU System employee may accept employment from another state agency provided the individual's combined salaries do not exceed the line-item maximum salary for which the individual is eligible at the primary agency of employment and provided appropriate approval is given.

The secondary employing agency must submit a Concurrent Employment Request for State approval by preparing the initial part of the form, then it must be submitted to the primary employing agency. The primary employing agency completes the remaining portion of the form, then must submit it to the State for approval. Approval for a non-faculty employee must be approved by the campus Human Resources department.

The Chief Fiscal Officer of the Arkansas Department of Finance and Administration approves the completed Concurrent Employment Request and notifies both agencies.

CONFLICT OF INTEREST

All benefits eligible employees of ASU System are required to complete a written form annually to disclose any participation in activities outside the ASU System which could constitute a conflict of interest or conflict of commitment. Your supervisor will provide this disclosure form. If you have questions regarding conflicts of interest, please contact your Human Resources Department.

STATE AGENCY TRANSFERS

When an employee transfers between state agencies and/or institutions of higher education, the employee's accrued leave must be accepted by the receiving agency. Upon transfer, the employee should begin accrual at the receiving agency's accrual rate.

RECORDING ETHICS

ASU System does not permit the recording of conversation surreptitiously. The concealed recording of conversations among administrators, faculty, students, or staff constitutes grounds for dismissal.

SOCIAL MEDIA

ASU System recognizes the value of using social media to advance the interests of the ASU System. Employee use of social media must comply with the ASU System Appropriate Use of Information & Technology Resources Policy.

PERSONAL CONDUCT

Employees should always conduct themselves in the workplace so as to promote the orderly and efficient operation of the university. Violations shall be regarded as cause for disciplinary action, up to and including discharge. Discharge may result from an accumulation of minor infractions as well as for a single serious infraction.

Except for employees having written contracts, employment in the ASU System is always at-will, meaning an employee may be terminated at any time with or without cause and with or without notice.

Any employee may be subject to immediate dismissal and may not be considered eligible for reemployment for dishonesty, insubordination, incompetence, violence, unprofessional conduct, or other unacceptable behavior.

In the event termination is necessary, the supervisor should review all information regarding the termination with the Human Resources Department, prior to action.

BEHAVIORS THAT MAY RESULT IN DISCIPLINARY ACTION

Employees are prohibited from engaging in conduct listed below and may receive discipline up to and including termination for such behavior. This list has been established to serve as examples of behavior that could warrant a range of disciplinary sanctions and is not exclusive. Appropriate levels of discipline may be based on the severity of employee behavior.

1. Violating any ASU System Policy set by the Board of Trustees or any operating procedure, rule, regulation, or guideline established by an institution;
2. Displaying disrespectful and/or inappropriate behaviors toward a student, employee, or supervisor;
3. Refusing to do assigned work or failing to carry out the reasonable assignment of a manager, supervisor, or department head;
4. Being inattentive to duty, including sleeping on the job;
5. Falsifying a time card or other ASU System record or giving false information to anyone whose duty is to make such record;
6. Smoking on any ASU System property including building, grounds, and vehicles;
7. Operating state-owned vehicles, equipment or private vehicles on state business without proper license or operating any vehicle on ASU System property or on ASU System business in an unsafe or improper manner;
8. Possessing an unauthorized weapon, firearm, or explosive on ASU System property;
9. Appropriating state or student equipment, time, or resources for personal use or gain;
10. Computer abuse, including but not being limited to, misuse of computer accounts, unauthorized destruction of files, creating illegal accounts, possession of unauthorized passwords, disruptive behavior on the computer and non-work-related utilization of computer software or hardware;
11. Misusing or willfully neglecting ASU System property, funds, materials, equipment or supplies;
12. Fighting, engaging in horseplay or acting in any manner which endangers the safety of oneself or others. This includes acts of violence as well as threats of violence;
13. Interfering in any way with the work of others;
14. Stealing or possessing without authority any equipment, tools, materials, or other property of the ASU System or attempting to remove them from the premises without approval or permission from the appropriate authority;
15. Sexual Harassment including, but not being limited to, unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature or behaviors which create a hostile environment. Examples include:
 - a. Verbal harassment including, but not being limited to, comments or questions about a person's sexual behavior, sexually oriented jokes, comments or questions about a person's body, and conversations with sexual innuendo;
 - b. Physical harassment including, but not being limited to, unwelcome touching, fondling, patting, pinching, or kissing; and
 - c. Direct or implied threats that failure to cooperate with the request or advance will result in negative employment consequences.
16. Improper behavior related to attendance, including excessive absenteeism, tardiness, leaving work early, extending break periods, or failure to report or work when scheduled;

17. Failure to report sick or annual leave time used;
18. Taking or attempting to take property from the university, its students, employees, visitors or patrons;
19. Providing false information on employment applications or other records;
20. Failure to comply with safety rules and regulations, including but not being limited to failure to immediately report all accidents and injuries, failure to comply with and/or follow safety rules and regulations, and failure to wear required personal protective equipment;
21. Use of official position and influence for personal gain;
22. Unauthorized disclosure of records or other business information; and
23. Misconduct related to the use and/or possession of alcoholic beverages and controlled substances, including:
 - a. Unlawful manufacture, distribution, possession or use of illegal drugs or controlled substances;
 - b. Unlawful manufacture, distribution, dispensing, possession or use of alcoholic beverages on any property owned or maintained by Arkansas State University or as a part of university activity;
 - c. Consuming or possessing controlled substances on university premises without a prescription;
 - d. Being under the influence of alcohol when reporting to or while at work;
 - e. Being under the influence of controlled substances with or without a prescription or being under the influence of illegal drugs when reporting to or while at work; and
 - f. Failure to pass a required drug or alcohol screen.
24. Use of vulgar or obscene language;
25. Threatening and/or intimidating other persons, fighting and/or instigating a fight, and/or horseplay;
26. Verbally abusing, physically attacking or obstructing any person;
27. Gambling on ASU System property;
28. Acts of moral turpitude;
29. Illegal acts committed by employees when not at work that reflects adversely upon the ASU System; and
30. Discrimination against any person based on protected status.

PROGRESSIVE DISCIPLINE POLICY

The ASU System utilizes a progressive discipline policy. It is the goal of the ASU System to use progressive steps in employee disciplinary matters except when immediate termination is warranted. The existence and use of a progressive discipline policy does not in any way alter the at-will status of employees.

The employee's supervisor will administer any appropriate corrective or disciplinary action. Appropriate action will be determined based on factors such as severity, frequency, and degree of deviation from expectations and length of time involved. Because of the great variety of situations that may arise, the university may need to make decisions related to employment in a manner other than as provided in this section.

Disciplinary actions may take place in several forms. The forms of disciplinary actions are Verbal Counseling, Written Counseling, Final Counseling, and Dismissal. Your Human Resources Department should be consulted when disciplinary action with an employee is necessary. The following outlines the four forms of disciplinary action.

Verbal Counseling. Verbal counseling sessions may take place between employees and supervisors in situations that are deemed less serious in nature. Every effort to determine and resolve the cause of the problem should be made. At the same time, however, it should be specifically stated that the employee is receiving a formal warning. Documentation of the verbal counseling should occur utilizing the Employee Counseling Form (available from the forms section of the Human Resources website). Copies of all documentation of verbal counseling should be

distributed as follows: one copy to the employee, one copy to the department file, and one copy to your Human Resources Department for inclusion in the employee's personnel file.

Written Counseling. Written counseling sessions take place between a supervisor and an employee when the behavior of the employee is a repeated violation and verbal counseling has been administered, when the behavior hinders the operations of the department in which the employee works, or when the behavior hampers the progress of the university. Written warnings should be documented on an Employee Counseling Form. Copies of all written warnings should be distributed as follows: one copy to the employee, one copy to the department file, and one copy to your Human Resources Department for inclusion in the employee's personnel file.

Final Counseling. Final counseling is utilized when previous counseling has failed to produce the proper results. Final Counseling may also be utilized to address an initial incident or an incident that is too severe for a verbal or written warning yet not sufficiently severe for dismissal. Copies of all Final Counseling Forms should be distributed as follows: one copy to the employee, one copy to the department file, and one copy to your Human Resources Department for inclusion in the employee's personnel file.

Dismissals. Employment may be terminated after other disciplinary measures have failed or when a first time incident occurs that is extremely serious. An employee may be discharged at any time without regard to any progressive steps if he or she commits an offense for which immediate discharge is specified as a penalty or if, in the university's judgment, the employee's continued presence would be contrary to the well-being of the university or its employees. Your Human Resources Department should be consulted prior to the dismissal of an employee.

TERMINATIONS/RESIGNATIONS

ASU System strives to maintain good working conditions. Instances of personal or job dissatisfaction should be discussed with the supervisor and/or your Human Resources Department before the employee considers termination of employment.

If an employee wishes to terminate employment with the ASU System, two weeks' notice to the supervisor is requested, but not required. If an employee voluntarily terminates employment with proper notice and the employee's work record has been satisfactory, the employee may be considered for reemployment.

Should it be necessary to eliminate a position because of a reduction in work force, reasonable efforts may be made to place the employee elsewhere in the ASU System.

Upon termination, resignation, retirement, death, or other action by which a person ceases to be an employee of the ASU System, any amount which may be due the employee or the employee's estate for unused annual or sick leave shall be issued within 30 days of completing checkout process.

When an employee terminates and later returns to the ASU System, both sick and annual leave may be reinstated. See your Human Resources Department for eligibility requirements.

CHECK-OUT PROCEDURE

Upon termination of employment, existing employees must complete the check-out procedure by obtaining approval from the appropriate departments to verify that all accounts are paid in full and that any supplies, keys, or other materials issued to them have been returned. The ASU System will set off any amounts owed by the employee to the institution from the employee's final paycheck. In addition, employees who transfer from one department to another must return all keys and supplies to the department from which they are terminating. Checkout forms are not required for interdepartmental transfers.

PAYROLL PROCEDURES

SALARIES

Pay increases are determined each year by administrative action, giving consideration to legislative recommendations and the availability of funds. A pay increase may also be recommended for an employee who has been promoted to a position of considerably broader responsibility. No automatic increases are granted.

NOTIFICATION OF SALARY LETTERS

Employment is not guaranteed for each fiscal year. Some campuses provide staff members with notification letters that their position has been funded for the upcoming year. Such letters are for informational purposes only and do not constitute an express or implied promise of employment and do not change the at-will status of staff employees.

ISSUANCE OF SALARY PAYMENT

Salary payments for the ASU System are issued on the 15th and last working day of the month. Contact the Department of Human Resources or your supervisor for information on payment distribution.

The ASU System is required by federal law to withhold social security, if applicable, and federal income tax according to exemptions claimed on the employee's W-4 form filed with your Human Resources Department. State law requires the deduction of state income tax according to exemptions claimed on the state withholding certificate. Under the Fair Labor Standards Act, the ASU System is prohibited from and will not withhold improper deductions from your wages. Any employee who believes that an improper deduction has been made should promptly contact the Human Resources Department which will ensure that reimbursement is paid for any erroneous withholdings.

DISTRIBUTION OF W-2 FORMS

The ASU System employees' W-2 forms for the previous calendar year will be distributed prior to January 31 of each year. All employees (current and terminated) are responsible for notifying Human Resources of any change in their permanent mailing address.

PAYROLL DEDUCTIONS

At the employee's request, state law permits a few other items to be withheld from payroll checks, including retirement; group insurance for health, life, and dental; Arkansas State Employees Association dues; and 125 Flexible Benefit Program deductions. Your Human Resources department will be able to provide a list of current authorized payroll deductions.

SHIFT DIFFERENTIAL PAY

Employees who are regularly assigned to a late shift may be compensated at an additional percentage. To be eligible for shift work, the hours of work must not begin earlier than 2:30 p.m. and end no later than 8:00 a.m. the

following day. When an employee has been on the late shift and has been receiving the shift differential pay and is removed from shift work or reassigned to a normal shift, the employee's salary shall revert to the former rate of pay on the day of the change in shift assignment.

HOURS AND DAYS OF WORK

WORKING HOURS

The normal work hours for an employee vary by institution within the ASU System. Further, it may be necessary for a department to vary the normal work hours based upon departmental needs. See your institution's Human Resources department for further information.

ABSENCE FROM THE JOB

If an employee must be absent or late reporting to work for any reason, the employee must notify the supervisor prior to the beginning of the work schedule. If an employee fails to inform the supervisor in a timely manner, disciplinary action will result. If an employee misses three consecutive days without calling the supervisor, the employee has voluntarily resigned from the employee's position and will be terminated.

Requests to use sick leave for purposes of medical, dental, or optical examinations, hospital stays, funerals, or other authorized uses should be made in advance when possible. Forms are available either online or from the supervisor for recording the various types of leave taken. Completion of these forms is necessary for accurate recording of leave taken, regardless of rank or status. The forms must be submitted to your Human Resources Department.

PAID HOLIDAYS

ASU System employees are eligible for eleven paid holidays per year. Generally, these days are observed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), and Christmas (5 days). In order to observe a two-week break at the close of the calendar year, a campus may charge employees with annual days. Employees should utilize annual leave for the purpose of observing holidays not established by the State of Arkansas, including religious observances.

ELIGIBILITY FOR HOLIDAY PAY

All benefits eligible employees are eligible to receive holiday pay only if they are in pay status on their last scheduled workday before the holiday and at least one hour on the first scheduled workday after the holiday. When a holiday occurs while an employee is on annual or sick leave, that day will be considered a holiday and will not be charged against the employee's annual or sick leave. When a holiday occurs on an employee's regularly scheduled day off, the employee will be given equivalent time off. Employees must work on holidays when the needs of the department require it. The needs will be determined by the supervisor and/or department director. Days off in lieu of holidays worked may be taken at a time approved by the employee's supervisor. Such time off is to be taken as soon as is practical. Normally, holidays which occur on a Saturday will be observed on the preceding Friday. Holidays which occur on a Sunday will be observed on the following Monday.

EXTRA COMPENSATION

State-supported institutions of higher education may pay additional compensation to employees for the performance of additional duties assigned to them at a non-job related, institution-sanctioned events provided that those additional duties are performed at times other than normal working hours. All extra compensation must be approved by your Human Resources department prior to any work being performed.

INCLEMENT WEATHER

ASU System institutions remain open for all academic classes and all other services during inclement weather except in extreme circumstances. Any decision to close an institution or to delay or cancel classes is made solely by the chancellor of the specific institution. ASU System institutions will notify employees, students, and local news media regarding any closing plans. All those who travel to a campus should use good judgment in making travel arrangements during inclement weather.

On those occasions when inclement weather occurs and the university remains open, all employees are expected to meet their employment obligations and to arrive for work on time. Those employees who arrive more than two hours late will be charged annual leave time (if available) or leave without pay. Employees are expected to notify appropriate administrative personnel of the inability to get to campus or of a late arrival.

In the unusual event that an institution is closed, employees of designated departments providing essential services are expected to report to work. Such departments include but are not limited to University Police Department and Facilities Management. Employees uncertain of whether their presence is required should contact their supervisors. Equivalent time off will be awarded to staff members of essential service departments who work during such periods.

OVERTIME (COMPENSATORY TIME)

Non-exempt employees are eligible for compensatory time, as outlined by the State of Arkansas, in accordance with the Fair Labor Standards Act. The following policy will be used in granting compensatory time:

1. Compensatory time shall mean time worked over 40 hours during a work week with supervisor's authorization.
2. Compensatory time will be earned at the rate of one and one-half hour for each full hour worked in excess of 40 hours per week. The actual number of hours worked in excess of 40 should be reported by completing a Compensatory Time Earned Form to your Human Resources Department.
3. Compensatory time should be used as soon as possible.
4. Compensatory time may be used in lieu of sick leave and must be used until the balance is depleted before using annual leave.
5. Employees whose job duties involve public safety activity, emergency response activity, or seasonal activity can accrue no more than 480 hours of compensatory time. The 480 hours equal 320 hours of straight time.
6. Employees whose job duties do not involve public safety activity, emergency response activity, or seasonal activity can accrue no more than 240 hours of compensatory time. The 240 hours equal 160 hours of straight time.
7. Compensatory time earned shall be included as a separate category on the employee's time sheet kept in your Human Resources department.

8. Employees shall request to use earned compensatory time following the operating procedures established by the employee's institution.
9. Upon termination, a lump sum payment of accrued or unused compensatory time will be made at a rate of not less than:
 - a. The average regular rate received by an employee during the last three years of the employee's employment; or
 - b. The final regular rate received by an employee, whichever is higher.

REST PERIODS

The ASU System recognizes that a short rest period or coffee break is important for reducing fatigue and allows time away from the work routine. Under normal circumstances, employees are therefore allowed a 15-minute break in the morning and another one in the afternoon on all regularly scheduled eight-hour days.

EMPLOYEE LEAVE BENEFITS

ANNUAL LEAVE POLICY

Annual leave eligibility, accrual, and use is governed by the [ASU System Annual Leave Policy](#) and each ASU System institution's related campus operating procedure.

SICK LEAVE

Sick leave is a benefit available to ASU System employees who work in benefits eligible positions. Paid sick leave is not granted as annual leave, but should be used when an employee is unable to work because of illness, injury, or medical, dental or optical treatment. Sick leave may also be granted to employees due to the death or serious illness of a member of the employee's immediate family. Immediate family shall mean the father, mother, individual acting as a parent or guardian, sister, brother, husband, wife, child, grandparents, or grand-child, of the employee or the employee's spouse. An employee may be required to furnish to the supervisor a certificate from an attending physician for five or more consecutive days of sick leave or when a pattern of absences indicates an abuse of sick leave. A certificate from a Christian Science practitioner listed in The Christian Science Journal may be submitted in lieu of a physician's certificate. Sick leave may not be used in the place of annual leave or for non-health related situations.

Employees who leave ASU System employment are entitled to be paid for unused accrued sick leave in accordance with Arkansas law.

Full-time benefits eligible staff accrue sick leave at the rate of one day for each complete month of service. Nine hundred sixty (960) hours of sick leave may be carried over at the end of the calendar year. Benefits eligible employees who work less than forty (40) hours per week accrue sick leave in the same proportion to time worked.

Employees will accrue half their monthly accrual of sick leave if employed on the first working day of the month and work through the 15th of that month. Employees will accrue half their monthly accrual if employed on the 16th of the month and work through the last working day of that month. (If the 16th falls on a weekend or holiday, accrual begins on the first working day thereafter).

Sick leave may not be accumulated during leave without pay when such leave totals ten or more days within a calendar month. When an employee is laid off due to budgetary reasons or curtailment of university activities and is

reemployed by the university within six months, accrued sick leave may be restored.

Sick leave is granted on a basis of workdays and not calendar days. It is deducted from the employee's accrued sick leave in 15-minute increments. Non-workdays such as weekends and holidays falling within a period of sick leave are not charged as sick leave. Absence due to illness or disability is charged in the following order:

1. Earned sick leave;
2. Compensatory time;
3. Earned annual leave; then
4. Leave without pay.

If the employee is FMLA eligible and the need for leave qualifies for FMLA protection, the FMLA leave will run concurrently with the other forms of paid leave.

Employees who are absent from work due to a temporary occupational injury or illness and who are entitled to Workers' Compensation benefits may, upon proper application, utilize their accrued sick leave as a supplement to Workers' Compensation so as to receive weekly benefits from both sources equal to but not in excess of their normal weekly pay at the time of the injury or onset of illness. This option, when exercised, will reduce the employee's accrued sick leave on a basis proportional to the sick leave pay being claimed.

Maternity leave shall be treated as any other leave for sickness or disability. Upon return from maternity leave the employee will be given the same or comparable position to the one she occupied prior to the leave. The employee is expected to give her supervisor as much notice as possible prior to beginning maternity leave and at least two weeks' notice prior to returning to work.

CATASTROPHIC LEAVE

ASU System maintains a catastrophic leave bank to assist employees during a catastrophic illness. In the event an employee is unable to work for a prolonged period of time due to severe illness, and upon exhaustion of all earned sick, annual, holiday, and compensatory leave time, the employee may apply to the leave bank for additional paid leave.

To be eligible to participate in the program, an employee must be classified as benefits eligible full time, have completed a minimum of two full years of service with ASU System institution, and have a minimum balance of 80 hours total annual and sick leave at the onset of the injury or illness. Employees working less than forty (40) hours are not eligible to participate.

For more information, please contact your Human Resources Department.

CHILDREN'S EDUCATIONAL ACTIVITY LEAVE

Arkansas law provides for a specified number of hours of leave for the purpose of engaging in and traveling to or from the educational activities of a child. Leave may be taken in increments.

1. "Child" means

- A. a person enrolled in pre-kindergarten through grade 12 who is of the following relation to a state employee:
 - i. Natural child;
 - ii. Adopted child;
 - iii. Stepchild;
 - iv. Foster child;
 - v. Grandchild; or
 - vi. Ward of the state employee by virtue of the state employee having been appointed the person's legal guardian or custodian; or,

- vii. Any other legal capacity where the employee is acting as a parent for the child.
2. "Developmental disability" is defined as a disability of a person which:
- A. Is attributable to:
 - i. An impairment of general intellectual functioning or adaptive behavior, including cerebral palsy, spina bifida, Down syndrome, epilepsy, or autism;
 - ii. Any other condition of a person found to be closely related to intellectual and developmental disability because the condition results in an impairment of general intellectual functioning or adaptive behavior similar to that of a person with an intellectual and developmental disability or requires treatment and services similar to that required for a person with an intellectual and developmental disability; or
 - iii. Dyslexia resulting from a disability described in subsection (2)(A)(i) or subsection (2)(A)(ii) of this section;
 - B. Originates before the person attains twenty-two (22) years of age;
 - C. Has continued or can be expected to continue indefinitely; and
 - D. Constitutes a substantial impairment to the person's ability to function without appropriate support services, including, but not limited to, planned recreational activities, medical services such as physical therapy and speech therapy, and sheltered employment or job training.
3. "Educational activity" means any school-sponsored activity, including without limitation:
- A. Attending a parent-teacher conference;
 - B. Participating in school-sponsored tutoring of the child;
 - C. Participating in a volunteer program sponsored by the school in which the child is enrolled;
 - D. Attending a field trip with the child;
 - E. Attending a school-sponsored program or ceremony in which the child is participating;
 - F. Attending a graduation or homecoming ceremony in which the child is participating;
 - G. Attending an awards or scholarship presentation in which the child is participating;
 - H. Attending a parents' or grandparents' breakfast in which the child is participating;
 - I. Attending a classroom party in which the child is participating;
 - J. Attending a school committee meeting of the school in which the child is enrolled;
 - K. Attending an academic competition in which the child is participating;
 - L. Attending an athletic, music, or theater program in which the child is enrolled; and,
 - M. Engaging in any of the activities listed above which are connected with a prekindergarten program.
4. "Prekindergarten" means an educational and child development program that is designed to prepare children who are at least three (3) years of age for an academic kindergarten program.

Unused leave may not be carried over to the next calendar year and is not compensated to the state employee at the time of retirement. The supervisor must approve the leave before the leave may be taken. Leave shall be granted if the employee's time off will not interfere with the efficient operation of the office.

COURT AND JURY LEAVE

Any employee who is subpoenaed as a witness or called as a juror shall be entitled to their regular compensation, in addition to any fees paid by the court for such services, and any absences from work for such purposes shall not be counted as annual leave.

Employees who choose to serve as expert witnesses shall be required to take annual leave for the time

required for such testimony.

DISASTER SERVICE VOLUNTEER LEAVE

Employees requesting leave to provide volunteer disaster assistance may be eligible for “Disaster Service Volunteer Leave.” An employee of the ASU System who is trained and certified as a disaster service volunteer by the American Red Cross, whose specialized disaster relief services are requested by the Red Cross in connection with a disaster, and who obtains consent from the chancellor of their institution may be granted leave from work with pay for not more than 15 working days in any 12 month period to participate in specialized disaster relief, without loss of seniority, pay, annual leave, sick leave, compensatory time, offset time or overtime wages.

1. The employee is required to submit a copy of his or her certificate as a disaster service volunteer before leave may be granted.
2. The employee’s institution shall compensate an employee granted leave under this section at the employee’s regular rate of pay for those regular work hours during which the employee is absent from work.
3. Leave under this act shall be granted only for disaster relief services occurring within the State of Arkansas or for disaster relief services occurring within states contiguous to the State of Arkansas.
4. An employee deemed to be on leave under this Act shall not be deemed to be an employee of the State for purposes of workers’ compensation.

EMERGENCY PAID LEAVE

The Governor may authorize up to 40 hours of Emergency Paid Leave for those State employees who suffer loss of, or substantial damage to, their principal place of residence due to a natural disaster.

FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act (FMLA) provides time off for employees to care for family members or due to their own illness. To be eligible, employees must have been employed by their ASU System institution for a total of 12 months and have worked a total of 1,250 hours in the past 12 months.

FMLA leave is unpaid leave (meaning the employee does not receive any pay entitlement from this type of leave). ASU does require that the employee use any available sick leave, compensatory time, and/or annual leave, prior to being placed in unpaid leave status (meaning FMLA leave runs concurrent with any other leave).

The FMLA entitles eligible employees to a total of 12 work weeks of unpaid leave during any 12- month period for one of the following reasons:

1. The birth of a child, and to care for the newborn child;
2. The placement with the employee of a child for adoption or foster care;
3. The care of the employee’s spouse, child, or parent for a serious health condition; or
4. A serious health condition that makes the employee unable to perform the functions of the employee’s job.

At A-State, ASU-Mountain Home, ASU-Newport, and Henderson State University, the 12-month period is measured forward from the date the employee first takes FMLA leave. Using this measurement, an employee is entitled to 12 weeks of leave during the year beginning on the first date FMLA leave is taken; the next 12-month period begins the first time FMLA leave is taken after completion of any previous 12-month period.

At ASU Mid-South, ASU Three Rivers, and ASU-Beebe, the 12-month period is measured backward from the date an employee uses any FMLA leave, which is described in federal regulations as a “rolling” 12-month period. Using

this measurement, each time an employee takes FMLA leave, the remaining leave entitlement is any balance of the 12 weeks that have not been used during the immediately preceding 12 months.

The FMLA also provides up to 26 workweeks of leave to care for a seriously injured or ill covered military service member and up to 12 workweeks of qualifying exigency leave for reasons related to the call to active duty of covered service member spouses, children, or parents.

Serious Health Condition. Generally, a serious health condition is defined as:

1. A condition which requires overnight hospitalization;
2. A condition which requires a minimum of three days of absence, with a doctor's visit and a continuing regimen of care; or
3. A chronic condition for which the employee or family member continues to receive care.

Conditions for which cosmetic treatments are administered, routine dental, orthodontic, or periodontal problems or illnesses such as cold, the flu, or upset stomach, are not ordinarily considered a serious health condition.

If an employee knows in advance that leave will be taken, the employee should notify the supervisor at least 30 days prior to leave, or as soon as practicable if the leave will begin in less than 30 days. A request for Family and Medical Leave form should be completed by the employee as soon as the employee knows the employee will be requesting time off for FMLA. A medical certification from the employee's doctor must also be submitted in a timely manner for leave that cumulatively exceeds five days. The supervisor may request that a recertification be submitted after a 30-day period.

If a supervisor learns that leave is for an FMLA purpose after leave has begun, the entire leave time may be counted as FMLA leave. An employee desiring to have a leave period designated as FMLA must so notify the supervisor within two business days of returning to work.

Only the amount of leave actually taken may be counted toward the 12 weeks of leave to which an employee is entitled. For example, if an employee requests FMLA for chronic health condition which requires that the employee see a specialist in Little Rock, the amount of time taken off for travel and the doctor's visit should be counted.

Maternity. An expectant mother may take FMLA leave before the birth of the child for prenatal care or doctor's visits or if her condition makes her unable to work.

An employee may request FMLA leave before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. For example, the employee may be required to attend counseling sessions, appear in court, consult with the employee's attorney or doctor representing the birth parent, or submit to a physical examination.

After the birth or placement of a child for adoption or foster care, an employee may use any or all remaining leave time. The employee may not return on a part-time basis or intermittently take additional time after returning to work, unless the child is seriously ill, without supervisor's approval.

An employee may request intermittent or reduced-schedule leave to care for a family member in situations where the family member's condition itself is intermittent or where the employee may be needed to share care responsibilities with another party or to make arrangements for changes in care, such as transfer to a nursing home.

Intermittent leave may be taken for a serious health condition which requires treatment by a health care provider intermittently rather than one continuous period of time.

Intermittent or reduced-schedule leave may be taken for absences where the employee or family member is

incapacitated because of a chronic serious health condition even if the employee does not receive treatment by a health care provider (for example: asthma, diabetes, and epilepsy). In these cases, an employee is incapacitated only if the employee is unable to perform the essential functions of the position.

If spouses are both employed by an ASU System institution, they may take a combined total of 12 weeks to care for a newborn, newly adopted/foster child, or to care for the employee's parent with a serious health condition. They may use the balance of "their leave time for other FMLA situations. For example, if a husband and wife are both employed by the university and have a baby, the mother might take eight weeks of FMLA leave and the father might take four weeks. Together they have taken 12 weeks for the birth. The father may still take eight additional weeks within a one-year period for another FMLA situation. The mother may still use the additional four weeks for another FMLA situation.

FMLA allows leave for substance abuse only to undergo treatment by a healthcare provider and specifically excludes employee absence because of use of the substance. Stress qualifies as a serious health condition only if it rises to the level of mental illness or results in a physical illness.

All medical information gathered as a result of the serious health condition is considered confidential.

During the FMLA leave, benefits coverage will be continued. Employees who are placed on leave without pay status must make arrangements to pay any benefits premiums for which they are responsible.

Upon return from FMLA leave, an employee will be returned to the employee's original position or an equivalent position. If a medical certification was required, the employee will be required to provide a return to work certification. Return to work may be delayed if this certification is not provided.

The amount of FMLA time used by an employee will be recorded by your Human Resources Department.

LEAVE FOR BONE MARROW OR ORGAN DONATION

The ASU System may grant an employee's written request for up to 30 days additional leave with pay to serve as a human organ donor. The ASU System may also grant up to seven days additional leave with pay to serve as a bone marrow donor. This leave will not affect paid leave accrual or time credited toward career service. The employee must provide their Human Resources department with written verification by the physician to perform the transplantation that the employee is to serve as a human organ or bone marrow donor. After the transplant, the employee must provide written verification by the physician performing the transplantation that the employee did serve as a human organ or bone marrow donor.

LEAVE OF ABSENCE WITHOUT PAY

The ASU System may grant an employee's written request for a leave of absence without pay not to exceed six months unless granted in accordance with the provision for military leave. Leave without pay is not to be granted until all of the employee's accumulated annual leave has been exhausted and any employee on leave of absence without pay does not accumulate annual leave or receive pay for any legal holidays. An employee may continue with the insurance programs, provided arrangements have been made in advance with your Human Resources department for the employee to pay all applicable premiums.

Leave without pay will not be granted if approval would create an undue hardship on the employee's institution. "Undue hardship" is defined as:

- An action requiring significant difficulty or expense when considered in relationship to such factors as the nature of the position occupied by the employee and cost of the request in relation to the size, resources, nature, and structure of the agency's operation and mission; or

- Financial difficulty and requests that are unduly extensive, substantial, or disruptive, or those that would fundamentally alter the nature of the operation of the institution.

ASU System will assess, on a case-by-case basis, whether a particular request for leave without pay would cause undue hardship. If an employee fails to return to work at the end of a period of leave without pay, the employee will be terminated.

MILITARY LEAVE FOR SERVICE CONNECTED DISABILITIES

All employees of ASU System who have been rated by the United States Department of Veterans Affairs or its predecessor to have incurred a military service-connected disability and have been scheduled by the United States Department of Veterans Affairs to be reexamined or treated for the disability shall be entitled to a leave of absence with pay for a period not to exceed six (6) days for that purpose during any one (1) calendar year.

If an employee receives a leave of absence under this section, the employee shall be entitled to his or her regular salary during the time the employee is away from his or her duties during the leave of absence. The leave of absence shall be in addition to the regular annual leave and sick leave allowed to the employee. During a leave of absence, the employee shall be entitled to preserve all seniority rights, efficiency or performance ratings, promotional status, retirement privileges, and life and disability insurance benefits and any other rights, privileges, and benefits to which he or she has become entitled.

For purposes of computations to determine whether the employee may be entitled to retirement benefits, the period of the leave of absence shall be deemed continuous service.

ASU System shall continue to contribute its portion of any life or disability insurance premiums during the leave of absence on behalf of the employee, if requested, so that continuous coverage may be maintained.

PROPORTIONATE PAY FOR MILITARY MEMBERS

During the period that an employee of the ASU System is called into active duty, as a member of the National Guard or any of the reserve components of the armed forces by order of the President or the Governor, of an emergency nature for contingency for more than thirty (30) consecutive days, the employee shall be eligible for continued proportionate salary payments, which when combined with the employee's active duty pay, incentives, and allowances, except for uniform and clothing allowances, equal the amount that the employee would have otherwise received but for the employee's required active duty under the order of the President or the Governor.

Differential payments will be calculated and payable to the current active State employees only.

Terminated employees are not eligible for payments. However, if an employee's service terminated as a result of a disability incurred while on active duty, the employee is entitled to the payment.

If an employee becomes deceased while on active duty, the employee's beneficiary is entitled to the payment.

Payments dating back to September 11, 2001, to the present are to be paid as a onetime lump sum payment. Thereafter, if the employee is still on active duty, payments will be made on a bi-weekly basis.

Employees must provide a Leave and Earning Statement showing the employees' military pay or Form DD214 which indicates the date the employee was called to active duty and the date released from active duty.

Leave and Earning Statements for those currently on active duty, after the initial submission to payroll, need only be submitted thereafter when a pay change occurs. The payments will be subject to state and federal taxes.

Payments authorized will not be retirement eligible earnings at the time of payment and will not be reported to APERS, thus there will be no matching paid to APERS. When the employee returns to state service as an active state employee, the retirement service will be purchased for them by the university and the retirement matching will be paid at the time. If the employee is a member of the APERS contributory plan, the employee will pay the

employee's contributions to APERS by personal payment. These contributions will not be tax deferred.

Benefit eligible, full-time employees who work forty (40) hours per week, who are members of the National Guard or any of the reserve branches of the US Armed Forces will be granted leave at the rate of fifteen (15) working days per calendar year, plus necessary travel time for annual training purposes. Up to fifteen (15) unused military leave days may be carried over to the succeeding year for a maximum of thirty (30) military leave days for military training purposes for that calendar year.

Military leave for annual training will be granted without loss of pay and shall be in addition to annual leave. Any employee volunteering for training in addition to annual training shall take annual leave for that elective training.

The employee must attach a copy of the employee's military orders to each request for military leave.

Active Duty for Military Service: A benefits eligible full-time employee who works forty (40) hours per week, who is drafted or called to active duty in the Armed Forces of the United States or who volunteers for military service, shall be placed on extended military leave without pay; all unused sick leave at the time of military leave will be reinstated at the time the employee returns. All accrued, unused annual leave at the time of military leave will be reinstated at the time the employee returns to state employment unless the employee requested and received a lump-sum payment for the accrued, unused annual leave when placed on the extended military leave.

Active Duty for the Purpose of Specialized Training: In cases where an employee volunteers or is ordered to active duty for the purpose of special training, the employee will be placed on leave without pay for the period of training unless the employee elects to use the employee's accrued annual leave. This leave without pay is given in addition to the paid leave for annual military training. The employee retains eligibility rights including accumulated annual leave (unless the above option has been exercised) and any sick leave not used at the time the employee begins the training. The employee does not accumulate annual or sick leave during the leave without pay period, and the annual leave accrual rate will be calculated as though there had been no period of absence.

When the employee is released from active duty, the employee shall be reinstated to the position vacated or an equivalent position for which the employee is qualified in the same agency or its successor in interest.

Employees performing active military service for fewer than thirty-one (31) days must report for reemployment on the first regularly scheduled workday within eight (8) hours after discharge from military service. Those serving more than thirty (30) but less than one hundred and eighty-one (181) days must report within fourteen (14) days after discharge. Those serving more than one hundred and eighty (180) days must report for reemployment within ninety (90) days after discharge from military service.

The reinstated employee will not lose any seniority rights with respect to leave accrual rates, salary increases, reduction in force policies, or other benefits and privileges of employment. The period of military service shall, for purposes of computations to determine whether such persons may be entitled to retirement benefits, be deemed continuous service and the employee shall not be required to make any contributions to any state supported retirement fund. To receive service credit for retirement purposes, a copy of the employee's DD214 must be submitted to the appropriate retirement system. The retirement system will notify the university to remit the employer's contributions to update the employee's account.

Former employees returning to the university after military service, but who extended their enlistment or re-enlisted for additional military service beyond the initial period for more than a period of four (4) years (or five (5), when re-enlistment was at the request of the military) will lose all re-instatement rights and will be considered a rehire. Military service time may be extended beyond the five (5) year period for reasons stated under federal law.

Benefits eligible full-time employees who work forty hours per week, who are called to active duty in emergency

situations as declared by the Governor or President shall be granted leave with pay. The period of leave with pay for emergency active duty will not exceed 30 working days per calendar year. Periods beyond the 30 day limit may be charged to annual leave at the employee's option and if necessary, to leave without pay. If an employee's active duty in emergency situations begins in one calendar year and ends in the next calendar year and the employee is subsequently redeployed due to an emergency situation, the employee is eligible for 30 days paid leave in the new calendar year. To be eligible for emergency active military duty paid leave, the employee must be actively employed by the university and submit a copy of military orders for each emergency deployment.

Military leave for emergency active duty situations is granted in addition to annual military leave for training purposes and annual leave.

EMPLOYEE BENEFITS & SERVICES

The ASU System reserves the right to modify, amend, or terminate any benefit plan at any time and for any reason.

ATHLETIC EVENTS

All ASU System employees may purchase season tickets to A-State athletic events for themselves and their immediate family at a reduced rate. Rates will be available preceding each athletic season. For information on ticket availability please contact the Human Resources department at A-State.

BOOKSTORE

Some ASU System institutions are able to offer employee discounts in their institution's official bookstore. These discounts vary by institution. Please contact your Human Resources department for more information. Employees will be asked to show proof of employment on all purchases.

EDUCATIONAL PRIVILEGES

ASU System benefits eligible employees, retired employees, their spouses and their unmarried dependent children (dependent children must be 23 years of age or less, unmarried, living at home or in a residence hall, and must be an identified dependent for IRS tax purposes on the annual tax form, or some other form of dependency documentation, such as divorce decree) may enroll for undergraduate studies for credit or for audit on a space-available basis at a 75% discount of tuition. For graduate level studies, these persons are eligible for a waiver of one-half tuition. Persons who receive the tuition discount will have any institution-sponsored scholarships adjusted accordingly. Persons who choose to accept a full-fee grant-in-aid or assistantship will be charged the regular tuition. Dependent tuition discounts will continue to be available after the death of a current benefits eligible employee or retiree of the ASU System. Not all courses are offered at discounted tuition rates. Please contact your Human Resources Department for information regarding tuition reductions.

PROFESSIONAL DEVELOPMENT PROGRAM

The ASU System utilizes the Professional Development Program to recognize employees for professional development efforts. For additional information please contact your Human Resources department.

STAFF DEVELOPMENT

ASU System employees are encouraged to take advantage of job enrichment opportunities to improve their effectiveness in their work and to promote their own career advancement.

All benefits employees who are scheduled to work forty (40) hours per week are eligible for educational enrichment opportunities, so long as it does not interfere with the efficient operation of the department, including the following:

1. With the approval of the supervisor, an employee may enroll in one course for up to 3 hours per week for credit or audit during the fall and/or spring semester during their regular workday (includes lunch hour).
2. With the approval of the supervisor, an employee may enroll in one course each summer term during the regular workday provided the employee takes two hours of vacation per class. This policy is waived for Admissions Counselors, who may take one three-hour course per summer term without taking vacation pay as the nature of their job prevents them from taking classes during their regular working hours during the fall and spring semester.
3. With acknowledgement of the immediate supervisor and upon verification of employment status by Human Resources, an employee may take up to the full class load allowed by the ASU System during hours outside of their regular workday.
4. The supervisor may exercise flexibility in determining an employee's work schedule. This flexibility must ensure the department's needs are met without reducing the number of hours in a regular workday.
5. To recognize employees for professional development, some campuses have developed professional development policies. For more information, please contact your Human Resources Department.

FITNESS RELEASE TIME BENEFIT

ASU System employees may make use of a three (3) hour per week release time benefit for physical fitness purposes. This program is a year-round benefit and is available to fulltime, benefited employees. This benefit may not be used in conjunction with the educational benefit. Employees who wish to make use of this benefit should see their supervisor.

By utilizing the release time benefit, ASU System employees agree to the following:

1. Supervisors work with employees and set a time for their fitness activities that is beneficial to both the employee and the office. Employees and supervisors must have an understanding that fitness release time is limited to active participation in a physical fitness activity and is not to be used for any other purpose.
2. Supervisors are not required to keep a record of employee release time. All employees who want to participate should be considered trustworthy. Supervisors who choose to document their employee's release time may do so at their discretion.
3. If a supervisor determines that an employee is abusing this benefit, the supervisor can terminate the employee's participation for the term in the same manner that he or she would for abusing classroom participation.
 4. Any injury that may occur during an employee's release time, as a result of participation in activities, or in transit to and from the activities, is not incurred in the course and scope of employment, or in the coming to or going from employment, and is therefore not covered by workers' compensation. By participating in the release time benefit, an employee personally accepts the responsibility of personal injury or property damage.

RETIREMENT BENEFITS

Eligible employees may participate in the Teachers Insurance Annuity Association – College Retirement Equities Fund (TIAA-CREF) retirement plan.

EARLY RETIREMENT

ASU System employees are eligible for retirement at age sixty-five (65). Employees between the ages of fifty-five (55) and sixty (60) shall become eligible for early retirement benefits in the calendar year in which the sum of their age and the number of years of continuous benefits eligible service to ASU System totals seventy (70).

Employees sixty (60) years of age and older are eligible for early retirement benefits in the calendar year in which they have at least ten (10) years of continuous benefits eligible service to ASU System.

Employees electing early retirement will receive benefits as set out in the System Early Retirement Benefits Policy.

IDENTIFICATION CARD

Employees will be issued an identification card. Upon termination, the ID card must be returned to the supervisor or your Human Resources Department before the last check will be released.

INSURANCE - COBRA

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), continuation of medical coverage for up to 18 months, at the employee's expense, will be allowed for employees leaving the ASU System, their spouses and dependents, except those employees terminated for gross misconduct. Reduction in hours of employment that could cause coverage to cease is also considered as a qualifying event for continued coverage. Divorce, legal separation, loss of dependent child status, the covered employee's death or entitlement to Medicare, may also give a covered spouse and dependent children the right to elect continued coverage under COBRA for up to three years. In the event of termination of employment or a qualifying event that ends dependent coverage, continuation of coverage may be elected. Contact your Human Resources Department.

HEALTH PLAN

All benefits eligible employees are eligible for participation in the ASU System health plan. The plan provides health benefits under the plan in which the employee is enrolled. The plan receives and maintains your medical information in the course of providing these health benefits to the employee. The plan hires a third-party administrator to help provide these benefits. These business associates also receive and maintain medical information in the course of assisting the plan. All statements of coverage are subject to the terms, conditions, restrictions and other eligibility requirements set forth in the plan document.

Changes in the coverage may be made during the annual open enrollment period or if you qualify for a Special Enrollment Period. Please contact your Human Resources department for more information.

INSURANCE - LIFE

The ASU System provides life insurance for all benefits eligible employees and their eligible dependents at no cost to the employee. Please contact the department of Human Resources for requirements and benefit amounts. Employees may elect to apply for additional Supplemental Life Insurance and Dependent Life Insurance

for an employee's spouse or children at the employee's expense.

INSURANCE - LONG-TERM DISABILITY

The ASU System provides a long-term disability plan for benefits eligible employees who have completed the required 90 days of service. Application must be completed at the time of disability. Please contact your Human Resources department for requirements and benefit amounts.

FLEXIBLE BENEFITS PLAN (125)

The Flexible Benefits Plan (125) is voluntary and enables employees to tax-shelter a portion of their income to pay for insurance premiums for family coverage or to redirect money into a spending account that can be used for medical expenses, or childcare.

INSURANCE - ADDITIONAL

For a complete list of insurance options available to benefits eligible employees, visit the "[Employee Benefits](#)" section of the ASU System website.

LIFETIME PASS POLICY

All faculty and staff members who have rendered 10 or more years of benefits eligible service to the university at the time of retirement shall be entitled to one free A-State general admission ticket to all athletic and university-sponsored events, with the exception of private or professional promotional events such as for-profit concerts, rodeos, ice shows, and other programs held in the First National Bank Arena or the Fowler Center. The retiree may purchase a ticket for his or her spouse at athletic events at the employee discount rate or elect to upgrade the general admission ticket they receive.

The lifetime pass policy is administered through the Office of the Associate Vice Chancellor for Finance and Administration on the A-State campus in coordination with individual campuses. This policy is effective with retirements after July 1, 1997. The policy will be reviewed annually and may be modified, amended, or terminated at any time and for any reason.

PARKING

Staff members of ASU System campuses who choose to park a vehicle in an institution's parking areas should contact the appropriate campus parking authorities for parking regulations or restrictions.

RE-EMPLOYMENT OF RETIREES

Former employees who retired from the ASU System pursuant to the Early Retirement Incentive Program, Act 187 of 1987, may not be re-employed by the ASU System.

Any former employee who retired from the ASU System and is rehired shall be considered a new hire or a rehire and eligible for benefits including insurance, sick leave, annual leave, and career service bonus, consistent with state policy. Any former employee who retired from a state agency, institution, board, or commission and is rehired in an extra-help position is ineligible for benefits.

For additional information please contact your Human Resources department.

SAFETY

It is the intention of the ASU System to provide safe and healthy working conditions and to establish and promote safe practices at all times by all employees. Any safety concern should be reported to your supervisor or the Human Resources Department.

EMERGENCY PROCEDURES

All campuses have an Emergency Procedures Manual that will outline steps to be taken in case of fire, earthquake, bomb threat, explosion, chemical leak, tornado, campus evacuation, active shooters, and the campus warning system.

UNEMPLOYMENT BENEFITS

ASU System employees are covered under the State Unemployment Compensation Act. Unemployment compensation will be paid if the person qualifies for benefits.

WEAPONS

To the fullest extent allowed by Arkansas law, all weapons are prohibited on all campuses within the Arkansas State University System. Weapons include but are not limited to firearms, explosive devices, hazardous chemicals, (other than pocket-sized sprays used for personal protection) knives with blades longer than four inches, nun chucks, brass knuckles, tasers or other electrical stun devices, bows or cross bows, arrows, objects that propel projectiles, replicas of weapons (including water or toy guns), or any device or substance designed or used to inflict a wound, cause injury, or incapacitate. If a weapon is discovered, it will be confiscated and employees will be subject to disciplinary procedures, including termination and/or arrest. Arkansas law allows a concealed-carry licensee to possess a weapon in a publicly owned and maintained parking lot if the licensee is carrying a concealed handgun in his or her motor vehicle or has left the concealed handgun in his or her locked and unattended motor vehicle.

WORKERS' COMPENSATION BENEFITS

The ASU System strives to maintain a safe and healthy environment for all employees. The ASU System provides Workers' Compensation benefits for employees who are injured during the course of work. To ensure that full benefits may be obtained, it is crucial that the employee notify the direct supervisor immediately following a work-related injury. The employee and the supervisor must complete all Workers' Compensation paperwork within twenty-four (24) hours of the initial injury. The employer will not be responsible for disability, medical or other benefits prior to receipt of the report of injury.

All medical work-related injuries/illnesses will be treated at medical facilities designated for the institution. For specific information on designated facilities, employees should contact their supervisor or the Department of Human Resources. Employees working at off campus sites are to seek medical care at the nearest facility and coordinate further care with the Department of Human Resources. All work-related injuries/illnesses must be reported immediately.

Accrued sick leave, if available, may be used to supplement Workers' Compensation benefits so that the employee will receive normal pay. Therefore, all payments from Public Employees Claims Division for Workers' Compensation must be reported to the payroll office.

WORKPLACE VIOLENCE

The ASU System observes a zero-tolerance policy regarding workplace violence. Fighting or other activities which may endanger the wellbeing of employees, students, or others may result in immediate termination of employment. Actions that create an environment that is threatening, violent, intimidating, hostile, or abusive will not be tolerated and must be immediately reported to a supervisor.

SHARED GOVERNANCE

Staff employees in the ASU System participate in shared governance as established at some ASU System institutions. Please see your Human Resources department for information regarding shared governance at your institution.

STAFF GRIEVANCE PROCEDURES

GRIEVANCE ISSUES

The Staff Grievance Procedure applies only to alleged institutional error which affects the terms or conditions of that staff member's employment. Institutional error occurs when no legitimate reason exists for the action taken. Decisions which require the exercise of judgment or discretion cannot constitute institutional error. This procedure may be used for complaints alleging discrimination on the basis of protected status other than those which are governed by the Title IX Grievance Procedure. This procedure may also be used for allegations of discrimination, excluding those governed by the Title IX Grievance Procedure, taken against the staff member by students, employees, or third parties. Often, grievances can be reviewed and resolved through the informal discussion process. However, when a difference of opinion exists and the grievance remains unresolved, the issue should proceed through a more formal complaint procedure for a final decision.

All grievances will be investigated within the stated time frame to ensure prompt yet thorough action. The relevant institution's Human Resources department head will grant time adjustments only for extenuating circumstances. The ASU System will not discriminate against any person who has filed a grievance.

A grievance must be activated within sixty (60) days from the time the events leading to the complaint occurred.

INFORMAL DISCUSSIONS

Initially, a staff person having a grievance should discuss the grievance with the immediate supervisor. It is the supervisor's responsibility to give an impartial, informal hearing; to make a complete investigation; and, if possible, to arrive at a resolution which is mutually agreeable. The supervisor is expected to reply orally to the staff member within ten (10) working days. If a mutually agreeable resolution is not reached within ten (10) working days after presentation of the grievance to the supervisor, the employee may submit a written complaint to the head of the department.

If the grievance involves the immediate supervisor and the employee does not feel comfortable discussing the situation with the supervisor, the employee may contact his or her Human Resources department.

WRITTEN COMPLAINT

If the grievance is not solved through informal discussions, a written complaint should be submitted to the head of the department within ten (10) working days after a response is received from the supervisor. A grievance may be filed in the Human Resources department and, upon request, a staff person there will assist in the preparation of a complaint

and explain the steps involved in the grievance procedure. The Human Resources department maintains files on all grievances and monitors their outcome once they have reached this level.

DEPARTMENT HEAD'S RESPONSE

After receiving a written complaint, the department head has ten (10) working days to prepare a written response. In that time, the department head shall consult the supervisor involved, study all the pertinent facts, carefully examine any policies involved, discuss the issue with the employee and if possible, resolve the matter within the framework of existing university policy to the satisfaction of the employee and the supervisor. The employee and the Human Resources department should receive written notification of the department head's response to the complaint.

If the time period has expired without a response, or if a mutually agreeable resolution is not reached within this time period, the employee has ten (10) working days to submit a written complaint to the Staff Hearing Committee. This action should be forwarded through your Human Resources department with a copy of the notification sent to the department head.

STAFF HEARING COMMITTEE COMPOSITION

The Staff Hearing Committee is made up of a pool consisting of no fewer than fourteen (14) and no more than twenty-one (21) members representing administrative, professional, clerical, and service/maintenance staff. Members are appointed by the chancellor and serve a two-year term with one half of the committee being replaced annually. The Chancellor of the campus appoints seven (7) of these members to review each case. The committee elects a chairman each year.

A member of Human Resources sits as an ex-officio, non-voting member of the Staff Hearing Committee, offering technical assistance on procedural and policy matters.

STAFF HEARING COMMITTEE FUNCTIONS

The Staff Hearing Committee functions in a flexible and informal manner to determine whether institutional error has occurred and, if so, to recommend an appropriate corrective action. Complaints for Staff Hearing Committee review must be submitted to the Human Resources Department to be forwarded to the committee. The committee has twenty (20) working days to prepare a written response after it has received a complaint. All proceedings shall be in closed session and will not include the grievant, the party complained against, or other witnesses unless the Committee requests their oral testimony. In the event that oral testimony is requested, the grievant and the party complained against may be present and question the witnesses. Each party may have an advisor present during the testimony who may provide personal consultation but may not actively participate in the hearing. The parties must disclose to the Chair of the Staff Hearing Committee the identity of any advisor at least two (2) working days before any hearing. No audio or video recording is permitted.

In reviewing a case two options are open to the Committee:

1. It may find no institutional error has occurred and recommend that no further action be taken.
2. It may find that institutional error has occurred and recommend a remedy for a change in the term or condition of employment.

STAFF HEARING COMMITTEE FINDINGS

In all instances the committee shall make a record of its findings, a statement of its conclusion, including the reason

or policy criteria used in reaching a decision, and its recommendations for resolution of the grievance. The Committee decision shall be forwarded to the Chancellor of the campus for action. Copies will be filed with the Human Resources department as a part of the complaint record and sent to the grievant and the department head. Within ten (10) working days of receipt of the Committee recommendation, the Chancellor will accept or reject the Committee recommendation in writing after review of all file materials. The Chancellor's decision is final.

DOCUMENT COLLECTION

When a grievance proceeding has been closed, all material relating to that case shall be retained on file in the Human Resources department for five years. Care will be taken to ensure that no incomplete or inaccurate information pertaining to the grievance is retained in the file. Grievance proceedings are considered confidential and no person involved with the grievance may make the documents public except as required by law.

TITLE IX GRIEVANCE PROCEDURE

GRIEVANCE ISSUES

The Title IX Grievance Procedure applies to allegations of sexual discrimination, including sexual harassment, sexual assault, stalking, domestic violence, and dating violence, occurring in the United States and in an educational program or activity of any campus within the Arkansas State University System, which is made by a person participating in or attempting to participate in an educational program or activity of the campus.

Sexual Harassment under Title IX is defined as unwelcome gender-based verbal or physical conduct and occurs when:

1. Submission to, or toleration of, such conduct is made a term or condition of instruction, employment, or participation in other university activities;
2. Submission to, or rejection of, such conduct is used as a basis for employment or education decisions affecting the individual; or
3. Such conduct is severe, pervasive, and objectively offensive such that it has the effect of unreasonably interfering with an individual's education or employment performance.

Sexual assault occurs when a person is subjected to an unwanted sexual act without consent. Sexual acts occur without consent when they are performed by force, in response to a threat, against a person's will, or where a person is incapable of giving consent due to minority, intellectual impairment, or use of mind-altering substances such as drugs or alcohol.

Stalking is defined as engaging in a course of conduct directed at a specific person that would cause a reasonable person to (A) fear for his or her safety or the safety of others; or (B) suffer substantial emotional distress.

Domestic Violence is defined as felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Arkansas, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Arkansas.

Dating Violence is defined as violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based

on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship, and (iii) the frequency of interaction between the persons involved in the relationship.

REPORT OF SEXUAL DISCRIMINATION

Any employee, student, or visitor participating in or attempting to participate in an educational program or activity offered by a campus in the Arkansas State University System who believes he or she has been subjected to sexual discrimination should report the incident to the applicable campus's Title IX Coordinator utilizing the reporting form available on the Title IX web site for the campus. Employees with supervisory responsibilities including deans, vice chancellors, department chairs, faculty, student conduct personnel, human resources personnel, athletic administrators, coaches, and university police personnel must report incidents of sexual discrimination either observed by them or reported to them to the Title IX Coordinator. In the event the sexual discrimination allegation is against the Title IX Coordinator, the report form should be submitted to the Office of General Counsel. Reporting may be done by telephone, fax, email, or a hard copy communication, and may be submitted during or outside of business hours. In order to ensure timely investigation and remedy, a Title IX grievance should be activated within sixty (60) days from the time the events leading to the complaint occurred as delay in reporting impedes the ability to achieve prompt resolution. Reports of sexual assault, sexual violence, stalking, domestic violence and dating violence will be reported to law enforcement authorities.

Criminal investigations by any law enforcement agencies or investigations conducted under the Faculty, Staff, or Student Handbooks may occur simultaneously with a Title IX discrimination grievance.

TITLE IX COORDINATOR'S RESPONSE

1. Upon receipt of a report of an allegation of sexual discrimination, the Title IX Coordinator will contact the person alleged to have been subjected to the sexual discrimination (hereinafter referred to as a "Complainant") within two (2) business days. During the initial contact, the Title IX Coordinator shall notify the Complainant of available supportive measures with or without the filing of a formal complaint, the process for filing a formal complaint, and the potential code of conduct violations for knowingly providing false information. If the Complainant decides to file a formal complaint, the Complainant must submit a written and signed statement of the facts surrounding the allegations sufficient to allow the Title IX Coordinator to determine whether:
 - a. the actions alleged to have occurred meet the definition of sexual harassment, sexual assault, dating violence, domestic violence, or stalking;
 - b. the actions alleged to have occurred were perpetrated against someone who was engaged in or attempting to engage in an educational activity or program offered by the campus;
 - c. the actions alleged to have occurred were perpetrated by someone who is a student or employee of the campus, if the person's identity is known;
 - d. the acts alleged to have occurred took place against a person located in the United States; and,
 - e. the acts alleged to have occurred took place in a location or under circumstances over which the campus exercises substantial control, including but not limited to on campus buildings, buildings owned or operated by registered student organizations, or during off campus class events.

The formal complaint may be submitted electronically or in hard copy format. If the Complainant determines that he or she does not wish to pursue a formal complaint, the Title IX Coordinator shall assist the Complainant with appropriate continued supportive measures, and shall make a determination as to whether or not, based on the information that the Title IX Coordinator has at that time, the Title IX Coordinator will sign

a formal complaint. The Title IX Coordinator shall only sign a formal complaint over the objection of a Complainant in the event that, based on the available facts at the time, failure to do so would be clearly unreasonable and would amount to deliberate indifference.

2. Following the receipt of the formal complaint, the Title IX Coordinator will send a Notice of Allegations to both the Complainant, and the person alleged to have perpetrated the sexual discrimination (hereinafter referred to as the “Respondent”). The Notice of Allegations will:
 - a. set forth the allegations outlined in the formal complaint;
 - b. advise the parties on the Title IX Grievance Procedure, including their right to not participate;
 - c. set forth the available supportive measures for the parties, which will be equitably available to each;
 - d. outline the availability of and describe the informal resolution procedure;
 - e. notify the parties that they have the right to have an advisor of their choice, who may but does not have to be an attorney, and that the advisor may attend but not directly participate in any meetings or interviews throughout the investigation;
 - f. notify the parties that they are required to have an advisor for the purposes of the hearing, and the availability of an advisor to be provided by the campus in the event that either party cannot obtain one;
 - g. state the standard of evidence used in the Title IX Grievance procedure is preponderance of the evidence;
 - h. state that the parties each have the right to inspect, review, and respond to all information and evidence gathered, which will be presented to the parties promptly after its receipt by the Title IX Coordinator or investigator;
 - i. inform the parties of the potential code of conduct violations that can be pursued in the event that a party knowingly gives false statements or evidence; and,
 - j. state clearly that the Respondent is presumed “not responsible” unless and until there is a finding of responsibility at the conclusion of the hearing.
3. Immediately following the issuance of the Notice of Allegations, the Title IX Coordinator will review the formal complaint to verify that the conduct complained of meets the definition of sexual harassment, sexual assault, domestic violence, dating violence, or stalking; that it occurred in the campus’s education program or activity; and, it occurred against a person in the United States. Following the verification of this information, the Title IX Coordinator will take one of the following actions:
 - a. If the allegations in the formal complaint fails to meet any of these requirements, it must be dismissed under the Title IX Grievance Procedure, but can be pursued under the Staff Grievance Procedure, or the campus’s code of conduct. The parties will be notified simultaneously in writing of this action.
 - b. If the formal complaint meets the requirements, but the Complainant requests in writing to withdraw the allegations or formal complaint; the Respondent is no longer enrolled or employed by the campus; or, specific circumstances prevent the Title IX Coordinator from gathering enough evidence to make a determination, the Title IX Coordinator may dismiss the Title IX investigation. In such an instance, the Title IX Coordinator shall notify both parties simultaneously in writing of the dismissal of the formal complaint, and the reason for the dismissal. Either party may appeal this dismissal to the Director of Human Resources. The appeal must be transmitted within five business (5) days of the issuance of the decision by the Title IX Coordinator. The Director of Human

Resources shall review the decision, the rationale for the decision, and the appeal, and shall make the final determination as to whether the Title IX Discrimination Grievance shall be permitted to proceed to investigation, and shall transmit that decision, simultaneously and in writing, to both parties within five (5) business days of the receipt of the appeal.

- c. If the formal complaint meets the requirements, and the investigation isn't dismissed as permitted in Section C.2., the formal complaint shall proceed to the investigation. If the formal complaint meets the requirement set forth in Section A. herein, the allegations of the formal complaint may only be addressed under the Title IX Grievance Procedure.
4. Within forty-five (45) business days after receipt of a formal complaint, the Title IX Coordinator, or investigator, will conduct a full and impartial investigation, considering all available inculpatory and exculpatory evidence, by: interviewing the complainant, the respondent, and any witnesses identified throughout the investigation; considering any expert testimony offered by either party; and, by reviewing any documentary evidence submitted by either party or obtained by the Title IX Coordinator or investigator.

The Title IX Coordinator or investigator will:

- a. not seek or consider any evidence which is protected by a legally acknowledged privilege without the written consent of the party who holds the privilege;
 - b. not consider evidence of the Complainant's sexual history or predisposition, unless offered to prove that someone else committed the acts the Respondent is accused of, or specific incident between the Complainant and Respondent are offered to prove consent;
 - c. make no credibility assessments based solely on a party's status as a complainant or respondent;
 - d. provide any party requested to attend a meeting or interview with written notice of the day, time, location, invited participants, and purpose of the meeting or interview no less than two (2) business days in advance of the proposed meeting;
 - e. make ongoing determinations, throughout the investigation, regarding the appropriateness of available supportive measures, such as: suspension from employment with or without pay; suspension from classes following an individualized determination that based upon the allegations the Respondent poses an immediate threat to a faculty member, staff member, or student; issuance of a no contact directive to both parties; reassignment of job duties; counseling; campus escort services; increased security and monitoring certain areas on campus; or, changing class or classroom assignments. If immediate action is required, the Title IX Coordinator shall work with the appropriate administrator to implement supportive measures.
5. After studying all the pertinent facts and documents, carefully examining any policies involved, and discussing the issue with the parties and witnesses, the Title IX Coordinator shall either:
- a. propose an informal resolution procedure be utilized to the parties which, if accepted, shall be documented in writing, and, if successful, shall conclude the investigation, or, if unsuccessful, shall result in the investigation proceeding towards a formal hearing, with all informal resolution proceeding documents being maintained and submitted to the Hearing Committee: or,
 - b. gather all evidence collected throughout the investigation that is directly related to the allegations in the complaint and simultaneously submit, in electronic or hard copy, it to the parties and their advisors, if

any. The parties shall have ten (10) business days to review and respond to all evidence provided. The Title IX Coordinator or investigator will review and consider the response(s) of the parties before completing its investigative report. The investigative report shall be a formal written report which sets forth:

- i. the timeline of the investigation, beginning with the formal complaint, and includes all notices given, meetings or interview conducted, and communications received;
 - ii. the allegations contained in the formal complaint;
 - iii. the evidence relevant to the allegations gathered throughout the investigation; and,
 - iv. the specific form of sexual discrimination the Respondent is alleged to have engaged in.
6. Following the completion of the investigative report, the Title IX Coordinator will simultaneously submit, in electronic or hard copy, the investigative report to both parties and their advisors, if any. Both parties shall have a period of ten (10) business days to review the investigative report before the hearing date. Both parties have the option to submit a written response to the investigative report. The investigative report and any written responses by either party shall be submitted to the Title IX Hearing Committee.
 7. Timelines may be extended by the Title IX Coordinator in extenuating circumstances and for good cause shown.
 8. Allegations of sexual discrimination which meet the requirements of a Title IX offense and which are made by a student against a staff or faculty member shall not be resolved by the informal resolution procedure.

TITLE IX DISCRIMINATION HEARING COMMITTEE COMPOSITION

The Title IX Discrimination Hearing Committee is composed of members selected by the Chancellor or the Chancellor's designee from the Academic Hearing Committee, the Student Conduct Hearing Committee, and the Staff Hearing Committee for that campus. The Title IX Discrimination Hearing Committee is composed of five (5) voting members, and one (1) ex-officio non-voting chair. A member of the Human Resources department or Human Resources' designee sits as an ex-officio, non-voting chair of the Title IX Discrimination Hearing Committee, making determinations of relevance, overseeing the orderly operation of the hearing, and offering technical assistance on procedural and policy matters. One (1) voting member of the Title IX Discrimination Hearing Committee shall be a student, one (1) shall be a faculty member, and one (1) shall be a staff member. One (1) voting member shall be selected so that his or her primary classification of student, faculty, or staff aligns with the primary classification of the Complainant, and one (1) voting member shall be selected so that his or her primary classification aligns with the primary classification of the Respondent. The Title IX Discrimination Hearing Committee shall have specific training on sexual discrimination under Title IX, and the Arkansas State University System Title IX policy and Title IX Grievance Procedure.

TITLE IX DISCRIMINATION HEARING COMMITTEE FUNCTIONS

The Title IX Discrimination Hearing Committee shall review the investigative report of the Title IX Coordinator, the responses to the investigative report by the party(ies), the inculpatory and exculpatory evidence (that being both evidence which proves and evidence which disproves statements or allegations made by a witness or party) relevant to the allegations gathered by the Title IX Coordinator or investigator, any live testimony offered by the party(ies) and/or witnesses, and any evidence offered by the party(ies) to determine, based on the preponderance of the evidence, whether the Respondent is responsible for a violation of the Title IX policy, and, if so, to recommend an appropriate action to end the discrimination, prevent its recurrence, and remove its effects on the Complainant and the University

community.

Each party shall be represented by an advisor, who may but does not have to be an attorney. The advisor will directly participate in the hearing, and question witnesses on the respective party's behalf. If either party is unable to obtain an advisor, the campus will provide a pool of advisors who have been trained on Title IX from which the party may select an advisor. A party who needs the campus to provide them with an advisor shall give notice to the campus no less than five (5) business days prior to the hearing so availability may be determined and the selected advisor can have an opportunity to review all relevant materials. If a party appears at the hearing without an advisor, and without having given notice of his or her need for an advisor, the campus will assign an advisor who is trained on Title IX, and who is selected by the campus based on availability. In the event that either party's advisor hinders the ability to conduct the hearing in an orderly fashion, that advisor may be removed from the hearing by the Chair of the Hearing Committee, and shall be replaced by an advisor to be provided by the campus.

The entirety of the hearing will be recorded by the Chair of the Hearing Committee, and conducted in closed session. At the request of either party, or in the discretion of the Chair of the Hearing Committee, the parties may be located in separate physical locations, but by use of appropriate technology shall be able to simultaneously see and hear each other and the Hearing Committee, and be seen and heard by the Hearing Committee.

During the course of the hearing, the Hearing Committee will call the witnesses interviewed during the investigation for testimony, and each party's advisor shall be permitted to question those witnesses. Both parties shall be permitted to offer an opening statement, and to testify and offer witnesses, including expert witnesses, to testify. In the event that either party wishes to call witnesses, they will disclose the identity of the witnesses to the Chair of the Hearing Committee no less than two (2) business days prior to the hearing. The Chair of the Hearing Committee will notify each party of the witnesses the other party intends to call. Testimony shall be elicited through direct and cross-examination by both parties, acting by and through their respective advisors, and the Hearing Committee. The Hearing Committee shall draw no inferences based on a party's or witness's refusal to testify. Each party shall be permitted to present evidence for the Hearing Committee's consideration. All evidence collected by the Title IX Coordinator or investigator throughout the investigation will be presented to the Hearing Committee, and both parties shall have the right to utilize the evidence as part of their presentation to the Hearing Committee. Both parties shall have the opportunity to offer a closing statement.

TITLE IX DISCRIMINATION HEARING COMMITTEE FINDINGS

Within twenty (20) business days of the conclusion of the hearing, the Hearing Committee shall issue a written decision which will be simultaneously sent to both parties and their advisors by the Chair of the Hearing Committee. The written decision shall include:

1. the timeline of the investigation, beginning with the formal complaint and including all notices, interviews, communications, and the hearing date;
2. the finding of facts from the evidence and testimony presented at the hearing in support of the determination regarding responsibility;
3. the Hearing Committee's determination regarding responsibility based on the preponderance of the evidence;
4. the rationale for the determination regarding responsibility, including the application and analysis of the testimony and evidence presented to the Hearing Committee to Title IX policy to the allegations contained in the formal complaint for each alleged violation contained in the formal complaint;
5. any disciplinary or remedial sanctions to be imposed, which may be up to and including suspension or expulsion, as appropriate;
6. a statement that each party has the right to appeal the decision of the Hearing Committee within five (5) business

days on the bases of: procedural irregularity that affected the outcome; new evidence not reasonably available at the time of the Hearing Committee's determination that could affect the outcome; and/or, bias or conflict of interest on the part of the Title IX Coordinator, investigators, or Hearing Committee; and,

7. a statement that the standard of evidence used in the appeal shall be the preponderance of the evidence.

TITLE IX DISCRIMINATION APPEAL COMMITTEE PROCEDURE

1. Either party shall have five (5) business days following the issuance of the Hearing Committee's written decision to submit an appeal. Either party may appeal on the basis of:
 - a. procedural irregularity that affected the outcome;
 - b. new evidence not reasonably available at the time of the Hearing Committee's determination that could affect the outcome; and/or,
 - c. bias or conflict of interest on the part of the Title IX Coordinator, investigator, or Hearing Committee.
2. The letter of appeal shall be submitted to the Chair of the Hearing Committee, and shall set forth the specific basis or bases for the appeal, and all facts, evidence, and a statement in support of the basis or bases of appeal.
3. Any letter of appeal shall be transmitted to the other party by the Chair of the Hearing Committee, and that party shall have two (2) business days to respond, in writing, to the contents of the letter of appeal. Any response shall be presented by the Chair of the Hearing Committee to the appealing party, who shall have two (2) business days to respond. Any response by the appealing party shall be presented by the Chair of the Hearing Committee to the other party, who shall have two (2) business days to respond. The letter of appeal, all responses to the same, the Hearing Committee's written decision, the Title IX investigative report, and the recording of the hearing (hereinafter referred to as the "Appeal Packet") will be presented by the Chair of the Hearing Committee to the Title IX Discrimination Appeal Committee for consideration.
4. The Title IX Discrimination Appeal Committee shall be comprised of one (1) student, one (1) faculty member, and (1) staff member selected by the Chancellor or the Chancellor's designee. Each member shall have specific training on sexual discrimination under Title IX, and the Arkansas State University System Title IX policy and Title IX Grievance Procedure. No member of the Hearing Committee may serve on the Appeal Committee for the same formal complaint. The Title IX Appeal Committee shall convene in closed session to consider the Appeal Packet. The Appeal Committee shall use the preponderance of the evidence basis in making its determination on the basis for appeal.

Within ten (10) business days of the receipt of the Appeal Packet, the Appeal Committee shall issue a written recommendation. The Appeal Committee can recommend either that:

- a. the bases of appeal are not supported by the Appeal Packet and confirm the decision of the Hearing Committee; or,
 - b. the bases of appeal are supported by the Appeal Packet, and:
 - i. overturn the decision of the Hearing Committee, or
 - ii. confirm the finding of the Hearing Committee but modify the sanctions or remedial measures ordered by the Hearing Committee.
5. The written recommendation shall state the recommendation of the appeal, and the rationale for the recommendation. The Appeal Committee shall transmit its written decision to the Chancellor. The Chancellor shall have ten (10) business days to review the Appeal Packet and the written recommendation of the Appeal Committee, and issue a written decision accepting or rejecting the recommendation of the Appeal Committee. The Chancellor's decision is final.

DOCUMENT COLLECTION

When a Title IX discrimination grievance proceeding has been closed, all materials relating to that case shall be retained on file by the Title IX Coordinator for seven (7) years. Care will be taken to ensure that no incomplete or inaccurate information pertaining to the grievance is retained in the file. Title IX discrimination grievance proceedings are considered confidential and no person involved with the grievance may make the documents public except as required or permitted by law.

INTERNET CODE OF CONDUCT

Information Technology Resources may be used only for their authorized purposes -- that is, to support the research, education, administrative, and other functions of the ASU System. The particular purposes of any IT resource as well as the nature and scope of authorized, incidental personal use, may vary according to the duties and responsibilities of the user. All employees must comply with the System Appropriate Use of Information & Technology Resources Policy.

AT-WILL EMPLOYMENT REAFFIRMED

The ASU System Staff Handbook does not constitute a contract for employment with the ASU System or any of its member institutions, either express or implied, and the ASU System reserves the right at any time to change, delete, or add to any of the provisions at its sole discretion. Furthermore, the provisions of this handbook are designed by the ASU System to serve as guidelines rather than absolute rules, and exceptions may be made from time to time on the basis of particular circumstances.

Employment with ASU System is at-will. Either you or your ASU System institution may terminate the employment relationship at any time, with or without cause. The at-will relationship remains in full force and effect notwithstanding any statements to the contrary made by ASU System or institution employees or set forth in any documents. This ASU System Staff Handbook supersedes all previous staff handbooks and management memos which may have been issued on subjects covered herein.

Revised September 2023

EXECUTIVE SUMMARY

Contact: Len Frey (870) 972-3303

ACTION ITEM: Arkansas State University (A-State) requests approval to apply for a grant from the Arkansas Department of Human Services to continue participating in the Child and Adult Care Food Program (CACFP).

ISSUE: A resolution from the Board of Trustees is required to apply for this grant.

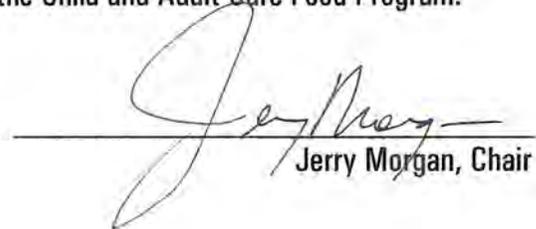
BACKGROUND:

- The CACFP provides food services to approximately 600 children in the Arkansas Delta Region.
- The Department of Childhood Services in the College of Education and Behavioral Sciences participates in this program.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University is approved to apply for a grant from the Arkansas Department of Human Services to continue participating in the Child and Adult Care Food Program.


Robert G. Rudolph Jr., Secretary


Jerry Morgan, Chair

**ARKANSAS STATE UNIVERSITY SYSTEM
BOARD OF TRUSTEES**

A Resolution Recognizing the Significant Contributions of
Calvin and Sissy Czeschin
and
Kenny and Laura Newth
to Arkansas State University-Mountain Home

WHEREAS, The Arkansas State University System Board of Trustees has retained unto itself the authority to name facilities and programs of the University; and

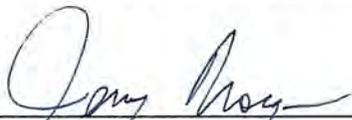
WHEREAS, Calvin and Sissy Czeschin, both personally and through their affiliated companies, have provided numerous contributions to ASU-Mountain Home of a magnitude worthy of special gratitude and lasting recognition, most recently evidenced with a significant gift to enable the purchase of the ASU-Mountain Home Technical Center; and

WHEREAS, Kenny and Laura Newth have made a significant contribution to ASU-Mountain Home of a magnitude worthy of special gratitude and lasting recognition, which is to be used for the purchase of the Technical Center;

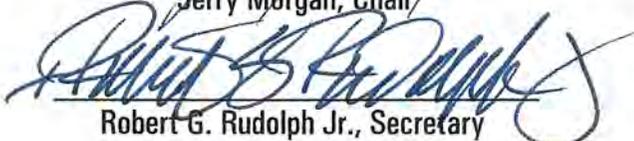
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Arkansas State University System, that the ASU-Mountain Home Technical Center building shall be known henceforth as the:

Czeschin-Newth Workforce Development Center

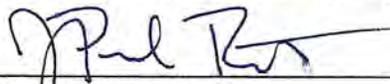
DULY ADOPTED AND APPROVED this 15th day of September 2023



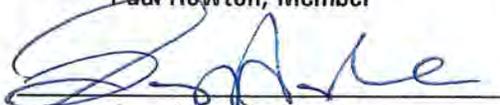
Jerry Morgan, Chair



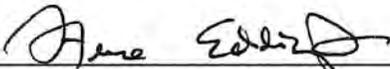
Robert G. Rudolph Jr., Secretary



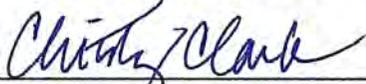
Paul Rowton, Member



Gary Harpole, Member



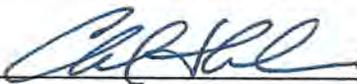
Steve Eddington, Vice Chair



Christy Clark, Member



Price Gardner, Member



Charles L. Welch, President

EXECUTIVE SUMMARY

Contact: Johnny Moore (870) 512-7850

ACTION ITEM: The Arkansas State University System requests approval for Arkansas State University-Newport (ASUN) to grant a utility easement to City Water and Light (CWL) of Jonesboro, Arkansas.

ISSUE: The ASU System Board of Trustees must approve all land transactions.

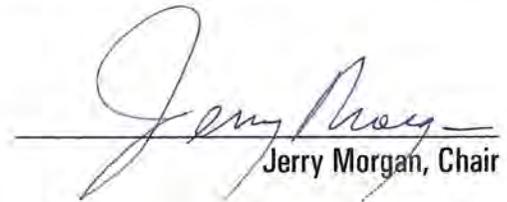
BACKGROUND:

- CWL approached ASU-Newport, seeking to be granted a utility easement on ASUN property along Martin Luther King Drive in Jonesboro, Arkansas.
- This easement supports an existing Arkansas Department of Transportation project along Martin Luther King Drive.
- CWL will pay ASUN \$22,597.50 for the easement.
- The easement agreement and legal description are attached to this resolution.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University-Newport is approved to grant a utility easement to City Water and Light, and the Chancellor, or Chancellor's designee, is authorized to execute all documents necessary to complete such conveyance.


Robert G. Rudolph Jr., Secretary


Jerry Morgan, Chair



Owned by the Citizens of Jonesboro



06/22/23

Date

ARKANSAS STATE UNIVERSITY NEWPORT
7648 Victory Blvd.
Newport, AR 72112

Project Name: Utility Relocations on Dr. Martin Luther King Jr. Drive
Project No: ARDOT 100657
County: Craighead
Parcel: 01-144264-00103
Tract: 17

Dear Property Owner(s):

The acquisition agent for City Water and Light (CWL) has presented you with a CWL Utilities Easement Agreement to be granted to CWL for the utility relocation project on Dr. Martin Luther King Jr. Drive (Commerce Drive) in support of the above-referenced ARDOT transportation project.

The easement area consists of approximately 9,039.00 SF and will run much of your property at a depth of approximately 15 feet as shown on the included exhibits.

The offer of **\$22,597.50** is based upon a \$2.50/SF land value. Improvements such as sod, asphalt, concrete, curbing, fencing, etc. will be replaced in kind as part of construction. If you feel that construction within the easement could potentially impact trees or other landscaping, CWL is open to discussing additional compensation.

The acquisition agent will contact you within 10 business days of the date of this letter to address any issues or concerns you may still have regarding the offer. It is anticipated that negotiations will be concluded within 30 calendar days from the date of this initial contact.

Please contact Barry Jeremiah with O.R. Colan Associates at (479) 719-7687 or bjeremiah@orcolan.com to discuss this matter further and to coordinate the executing of the included easement instrument.

Sincerely,


Darryl Dromgoole II, P.E.
Engineer
City Water and Light

CWL UTILITY RELOCATION PLANS

LEGEND:

- EASEMENT LINE
- PROPOSED WATER UTILITY INSTALLATION
- PROPOSED ELECTRIC UTILITY INSTALLATION
- PROPOSED SANITARY SEWER UTILITY INSTALLATION
- EXISTING WATER, ELECTRIC, OR SEWER UTILITY
- PROPOSED UTILITY INSTALLATION TEXT

ARKANSAS STATE
UNIVERSITY NEWPORT
01-144264-00103

145

DR. MARTIN LUTHER KING JR. DR (COMMERCE DR, HWY 18 SPUR)

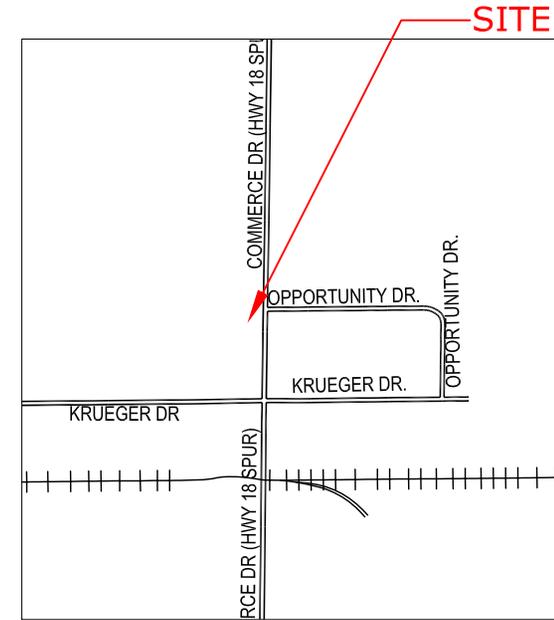
LENDERMAN INVESTMENTS LLC
2620 COMMERCE DRIVE
01-144253-00200

OPPORTUNITY DR.

CITY OF JONESBORO
01-144253-01500

SECONDARY SERVICE

VICINITY MAP (NO SCALE):



GRAPHIC SCALE 1" = 70'

ARDOT PROJECT #100657	
CITY WATER AND LIGHT 400 E. MONROE JONESBORO, ARKAN	
1	N SCALE: 1" = 70'
ARKANSAS STATE UNIVERSITY NEW ARDOT PROJECT #100657; TRACT 57	
DRAWN: D. DROMGOOLE	UTILITY PLANS
DATE: 06/22/2023	SHEET 1 OF 1

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Type of Instrument: CWL Utilities Easement Agreement
Grantee(s): City Water and Light Plant
of the City of Jonesboro, Arkansas
Owner(s): Arkansas State University Newport

After Recording, Return To:
City Water & Light Plant
of the City of Jonesboro
PO Box 1289
Jonesboro, AR 72403

CWL UTILITIES EASEMENT AGREEMENT

WHEREAS, Arkansas State University Newport (“OWNER” whether one or more), represents and warrant to GRANTEE that they are the owner of the real property described in Exhibit A attached hereto and incorporated herein by reference, located in Craighead County, Arkansas (the “PROPERTY”);

WHEREAS, CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO, ARKANSAS, a consolidated municipal utility improvement district, (“GRANTEE”) plans to construct or has the potential to construction an underground electric line, overhead electric line, sanitary sewer line, and water line on the PROPERTY;

WHEREAS, GRANTEE shall require an underground electric line, overhead electric line, sanitary sewer line, and water line easement as shown on attached Exhibit B for said underground electric line, overhead electric line, sanitary sewer line, and water line and related facilities;

and

WHEREAS, GRANTEE has agreed to pay OWNER the compensation described herein for damage to the PROPERTY caused by the installation of the underground electric line, overhead electric line, sanitary sewer line, and water line easement.

FOR GOOD AND VALUABLE CONSIDERATION, IT IS THEREFORE AGREED BETWEEN GRANTEE AND OWNER AS FOLLOWS:

1. GRANTEE does hereby agree to pay to OWNER the sum of Twenty-Two Thousand Five Hundred Ninety-Seven and 50/100 dollars (\$22,597.50) for said damages and said easement.
2. OWNER acknowledges receipt of payment of the sum described in paragraph 1 above, and acknowledges that GRANTEE has the right, privilege, and authority to enter upon the PROPERTY for the purpose of constructing, operating, substituting, maintaining, repairing, inspecting, cleaning, replacing, relocating, preserving, modifying, abandoning and removing said line or lines for the transmission or distribution of electricity or for communication, together with all wires, poles, transformers, guys, supports and appurtenances and together with all wires, pad mounted transformers, pad mounted equipment and appurtenances; said water pipe lines, valves, connections, meters, meter boxes, and other necessary equipment for carrying of water; and said

sanitary sewer lines, including all pipes, tiles, valves, connections, manholes and necessary equipment or appurtenances and related facilities to convey right of ingress and egress for the purposes aforesaid within the easement area as shown on Exhibit B. The GRANTEE shall also have right to clear and keep clear the easement and to remove all timber and obstructions that may interfere with the construction, operation, maintenance, repair, replacement, modification and removal of said underground or overhead electric power line, sanitary sewer line, and water line and related facilities.

3. As additional consideration for this agreement, GRANTEE and OWNER also agree to the following terms and conditions:

- a. GRANTEE shall restore the easement premises as shown on Exhibit B to a condition substantially similar to the condition existing prior to construction of said underground electric line, overhead electric line, sanitary sewer line, and water line.
- b. GRANTEE shall pay for any and all damage, whether during construction or in the future, to fences, trees, shrubs, plants, turf, irrigation systems, driveways and other improvements on the PROPERTY, which may arise from the exercise of the GRANTEE'S rights granted herein.
- c. OWNER hereby reserves the right to use said easement premises as shown on Exhibit B in any manner that will not prevent or interfere with the exercise by GRANTEE of its rights hereunder provided, however, that OWNER shall not construct, or permit to be constructed, any structure, building improvements or obstructions within said easement area, without the express prior consent of the GRANTEE.
- d. GRANTEE shall have the right from time to time to trim trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easement herein granted.
- e. The rights herein granted may be assigned in whole or in part and the terms, conditions and provision hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns, of the parties hereto.

4. GRANTEE agrees to indemnify, defend and hold OWNER harmless from and against any and all claims, actions, causes of action, demands, damages, costs, liabilities, losses, judgments, expenses or cost of any kind or nature whatsoever (including reasonable attorney's fees) by reason of property damage, death or injury to persons arising from or relating to Grantee's and Grantee's agents' and contractors' construction, operation, maintenance, repair, inspection, cleaning, replacing, modifying and removing said underground electric line, overhead electric line, sanitary sewer line, and water line and related facilities on the PROPERTY.

5. Each person who executes this easement agreement on behalf of a corporation, partnership, limited liability company, joint venture, unincorporated association, or any other entity represents and warrants to the other party to this Easement Agreement that he/she has the authority of the partner(s) (general and limited) or shareholder(s) or member(s) of said entity to do so, and agrees to indemnify and hold harmless the other party to this Easement Agreement for any claim that such authority did not exist.

It is mutually agreed and understood that this agreement, as written, covers all the agreements and stipulations between OWNER and GRANTEE, and no representations or statement, oral or written, have been made modifying, adding to, or changing the terms hereof.

Executed this _____ day of _____, 20_____.

Arkansas State University Newport

By: _____

PRINTED NAME / TITLE

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this day came before me, the undersigned, a notary public for the state and county aforesaid, duly commissioned and acting, _____, to me well known as the OWNER in the foregoing instrument, and stated that he/she had executed the same for the consideration and purposes therein contained.

WITNESS my hand and official seal this _____ day of _____, 20____.

Notary Public

My commission expires: _____

[Seal]

EXHIBIT A

DESCRIPTION OF PROPERTY

The following described real property in Jonesboro, Craighead County, Arkansas:

Parcel(s) 01-144264-00103 per Craighead County, Arkansas records including all improvements thereon. (See aerial photo below)

THE PROPERTY OUTLINED IN RED IS LOCATED AT DR. MARTIN LUTHER KING JR. DRIVE.

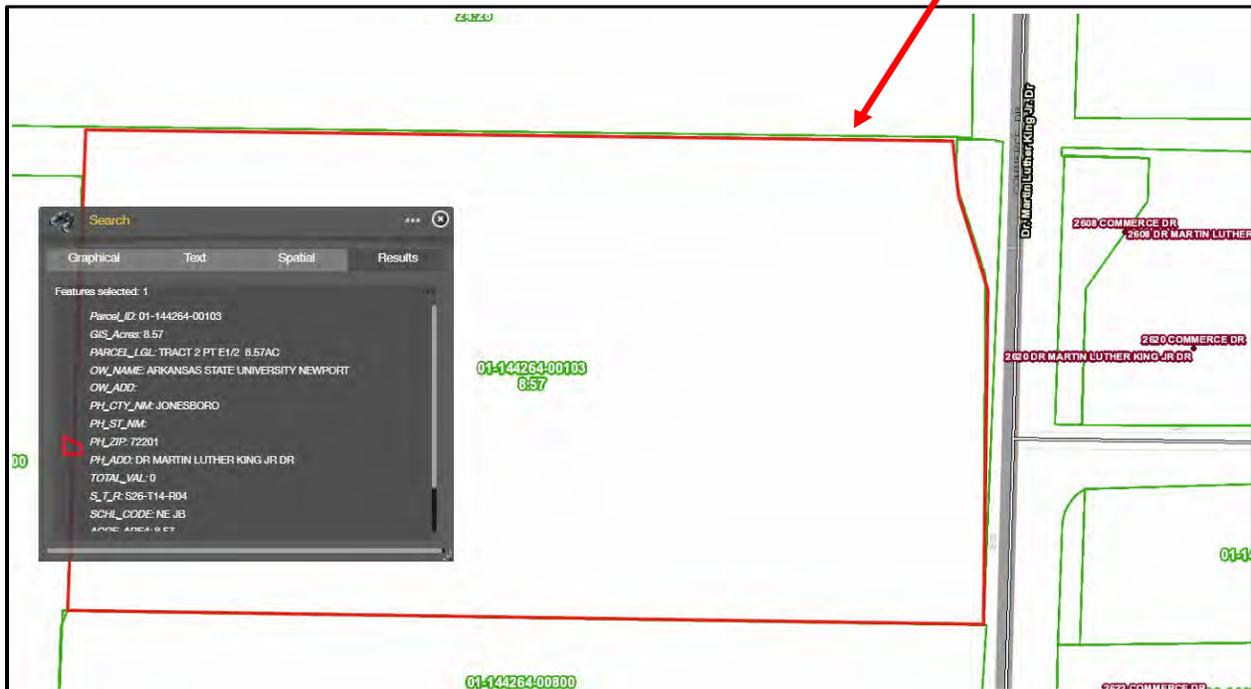
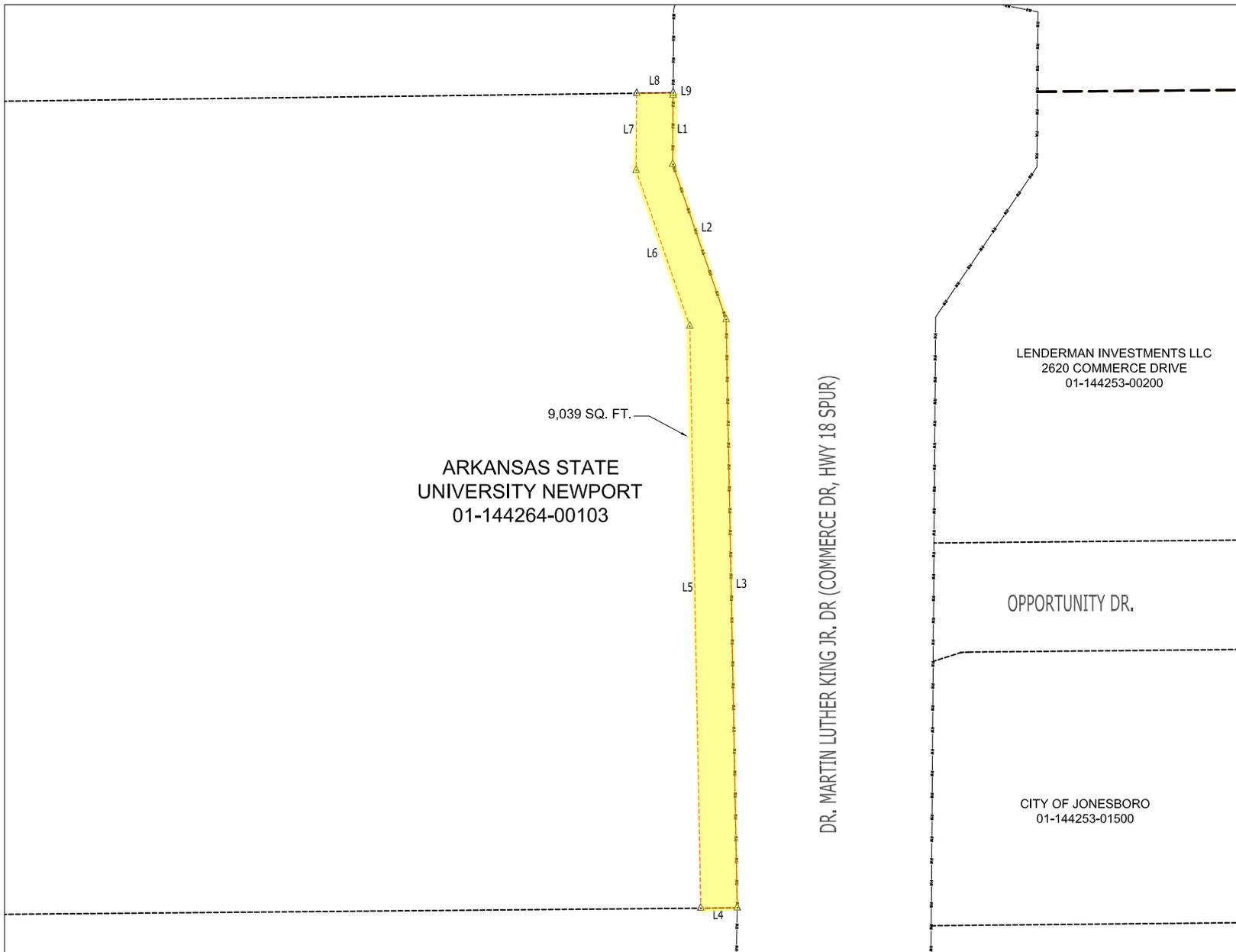


EXHIBIT B



LINE TABLE:

LINE #	LENGTH
L1	37.98'
L2	90.13'
L3	322.67'
L4	20.01'
L5	319.31'
L6	90.40'
L7	42.21'
L8	20.00'
L9	1.20'

LEGEND:

- EASEMENT LINE
- ▲ COMPUTED POINT (NOT MONUMENTED)



*EASEMENT DEPICTION,
NOT A BOUNDARY
SURVEY*

LEGAL DESCRIPTION:

ARKANSAS STATE UNIVERSITY NEWPORT
01-144264-00102

CWL UTILITY EASEMENT:

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 89°30'28" WEST, 108.40 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 00°24'57" WEST, 37.98 FEET; THENCE SOUTH 19°01'27" EAST, 90.13 FEET; THENCE SOUTH 01°05'12" EAST, 322.67 FEET; THENCE SOUTH 89°29'38" WEST, 20.01 FEET; THENCE NORTH 01°05'12" WEST, 319.31 FEET; THENCE NORTH 19°01'27" WEST, 90.40 FEET; THENCE NORTH 00°24'57" EAST, 42.21 FEET; THENCE NORTH 89°16'51" EAST, 20.00 FEET; THENCE SOUTH 00°24'57" WEST, 1.20 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 9,039 SQ. FT., MORE OR LESS.



ARDOT PROJECT #100657	
CITY WATER AND LIGHT 400 E. MONROE JONESBORO, ARKAN	
1	IN SCALE:
ARDOT PROJECT #100657; TRAC	64 1" = 80'
DRAWN: D. DROMGOOLE	EXHIBIT B
DATE: 06/22/2023	SHEET 1 OF 1

EXECUTIVE SUMMARY

Contact: Steve Rook (501) 332-0230

ACTION ITEM: Arkansas State University Three Rivers (ASUTR) requests approval to enter into agreements submitted for the purpose of allowing certain employees to conduct private camps on and in ASUTR facilities.

ISSUE: ASU Three Rivers wishes to contract with certain employees to conduct private camps on the ASUTR campus. Such camps are designed to bring future students to the campus and expose them to its facilities and personnel, while engaging in program activities. Additionally, funds are generated and paid to ASUTR to cover the use of its facilities and auxiliary services.

BACKGROUND:

- A.C.A. § 6-62-401 authorizes the boards of trustees of state institutions of higher learning to grant permission to employees of such institutions to conduct, on and in campus facilities, certain outside work for private compensation (as described in the Act). Employees are to be engaged in this outside work only after they have fully discharged their employment responsibilities to such institutions. Employees, who accrue annual leave, are required to take their annual leave during these camp periods.
- The Act grants the Board the non-delegable duty to make express findings of fact, as follows:
 - the activities in question involve no conflict of interest with the mission and purpose of the institution itself;
 - the proposed activities would bring to the campus a significant number of persons who are potentially future students, and who might tend to enroll on that campus as a result of their exposure to its facilities and personnel, while engaged in these activities; and
 - the contemplated activities will, as a part thereof, generate funds to be paid to the state institution for housing, meals, and for the use of institutional resources that will produce significant revenues in support of the auxiliary functions of the particular campus serving its enrolled students.
- All agreements will comply with A.C.A. § 6-62-401.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University Three Rivers is approved to enter into agreements submitted for the purpose of allowing certain employees to conduct private camps on and in ASUTR campus facilities, effective July 1, 2023, through June 30, 2024.


Robert G. Rudolph Jr., Secretary


Jerry Morgan, Chair

EXECUTIVE SUMMARY

Contact: Steve Rook (501) 332-0230

ACTION ITEM: Arkansas State University Three Rivers (ASUTR) requests approval of its 2024-2028 Strategic Plan.

ISSUE: The ASU System Board of Trustees must approve the strategic plans for all institutions in the Arkansas State University System.

BACKGROUND:

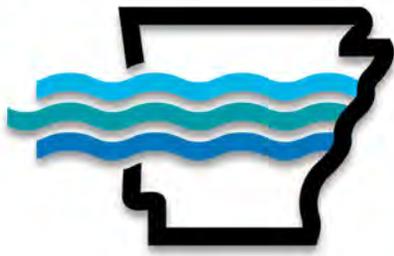
- ASUTR conducted a Strategic Planning initiative that began in September 2021 with the formation of the Strategic Planning Work Group. The Work Group was made up of a diverse selection of faculty and staff who provided guidance and feedback on the Strategic Planning Process. In the fall of 2022, ASUTR conducted Strategic Planning sessions with faculty, staff, students, and community members from each of its two campuses. Participants were divided into small groups and were asked to answer focused questions intended to identify ASUTR’s strengths and weaknesses, as well as opportunities for growth and future attention. ASUTR also distributed institution and community-wide surveys to solicit feedback from those members who were unable to participate in the meetings. After the conclusion of the dialogue sessions, the Strategic Planning Work Group met biweekly to synthesize and review data collected; identify trends, goals, and objectives; update ASUTR’s vision, mission, and values; and draft a five-year strategic plan. In March 2023, the Work Group circulated the new vision, mission, and values, and the Strategic Plan draft to employees, students, and the community for feedback and final review. The Work Group incorporated that feedback into the finalized ASUTR Strategic Plan 2024-2028, which will effectively serve to guide the institution and provide strategic direction for the next five years.
- A copy of the ASUTR Strategic Plan 2024-2028 is attached to this resolution.

RECOMMENDATION/ RESOLUTION:

Be it resolved that the Arkansas State University Three Rivers Strategic Plan for 2024-2028 is approved.

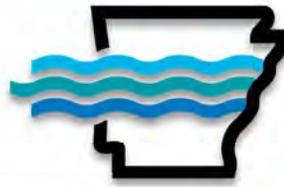

Robert G. Rudolph Jr., Secretary


Jerry Morgan, Chair



**ARKANSAS STATE
UNIVERSITY
THREE RIVERS**

**PROPOSED
STRATEGIC PLAN
2024—2028**



PROPOSED STRATEGIC PLAN 2024—2028

GOAL 1 — ACCESS

Arkansas State University Three Rivers will demonstrate a strong commitment to mitigating access barriers for all students.

- Action 1.1** We will elevate the overall awareness and perception of the College by establishing and implementing a strategic marketing, communication, and recruitment plan that is diverse and inclusive.
- Action 1.2** We will create an integrated, ongoing student-centered experience that mitigates access barriers and leads to increased enrollment, retention, progression, completion, transfer, and employment.
- Action 1.3** We will develop and implement a comprehensive plan for building sustainable distance education opportunities.
- Action 1.4** We will explore and expand outreach opportunities in the entire five-county service area.

GOAL 2 — LEARNING

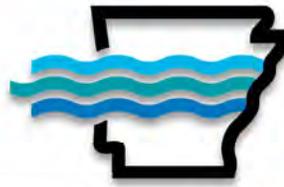
Arkansas State University Three Rivers will provide high-quality educational opportunities.

- Action 2.1** We will increase/expand program offerings that broaden professional and/or ongoing educational opportunities for students.
- Action 2.2** We will improve co-curricular academic support for all students.
- Action 2.3** We will increase student engagement through content-related extracurricular activities.
- Action 2.4** We will establish and maintain safe physical and virtual environments conducive to student learning and engagement.
- Action 2.5** We will increase faculty/staff professional development and engagement.

GOAL 3 — EFFECTIVENESS

Arkansas State University Three Rivers will demonstrate its commitment to effectiveness by fostering a culture of planning and assessment.

- Action 3.1** We will systematically review, evaluate, and report effectiveness based on Key Performance Indicators (KPI).
- Action 3.2** We will foster and utilize the campus governance and committee structure.
- Action 3.3** We will fully develop and implement systematic assessment of all student learning outcomes (ISLO, PSLO, CSLO, and CCSLO) across the College.



PROPOSED STRATEGIC PLAN 2024—2028

(CONT'D.)

GOAL 4 — STEWARDSHIP

Arkansas State University Three Rivers will actively demonstrate its commitment to stewardship by creating promoting or developing a culture of accountability and promoting innovation.

- Action 4.1** We will identify and redesign administrative and business processes to reduce costs and increase effectiveness.
- Action 4.2** We will evaluate and revise a strategically aligned master plan that prepares fully for key college needs and their long-term sustainability requirements.
- Action 4.3** We will strategically align financial, physical, human, and technology resources to support the College's mission, thereby improving and enhancing teaching and learning.
- Action 4.4** We will continuously evaluate and improve the College's virtual and physical safety.
- Action 4.5** We will evaluate and improve personnel policies and procedures for hiring, professional development, performance review, promotion, and termination of all employees.
- Action 4.6** We will continually explore and evaluate opportunities for alternative revenue streams.

GOAL 5 — PARTNERSHIPS

Arkansas State University Three Rivers will lead in supporting partnerships benefitting students, educational entities, and employers in the communities we serve.

- Action 5.1** We will extend and enhance partnerships with entities that benefit concurrent, transfer, and other educational success.
- Action 5.2** We will increase the strength and numbers of partnerships with local governmental and civic organizations in our service area.
- Action 5.3** We will continue to strengthen our partnerships with business and industry through expanded workforce training offerings and Business and Industry group interaction.
- Action 5.4** We will explore and evaluate becoming involved with more professional accreditation organizations.

Arkansas State University Three Rivers

2019-23 Strategic Plan Summary of Actions

Arkansas State University Three Rivers, through a system of shared governance and community input, created a 5-year strategic plan in 2019. Below are our actions during 2019-2022 for each goal and action item. This list is a testament to the dedication of our employees to ASU Three Rivers' mission, values, and goals. During this 4-year span, the College aligned with the Arkansas State University System; went through a second name change and rebranding effort; weathered the pandemic and all its disruptions; earned full reaffirmation by the Higher Learning Commission and the National Alliance of Concurrent Enrollment Partnership; all the while surviving a campus-wide ERP (Banner) implementation and roll-out.

Faculty and staff across all functions of the College contributed to this 2019-23 Strategic Plan Summary of Actions. Very little editing has been done to preserve their voices. You will experience different writing styles throughout the document but will recognize one thread – commitment to ASU Three Rivers' mission, vision, and goals.

Goal 1 - Access

Arkansas State University Three Rivers will demonstrate a strong commitment to mitigating access barriers for all students.

Action 1.1 We will elevate the overall awareness and perception of the College by establishing and implementing a strategic marketing, communication, and recruitment plan.

1. Health Sciences utilizes PR social media outreach to announce pertinent program dates/deadlines.
2. Conducted "Let's Talk" meetings with area high schools to share with high school administrators and counselors the advantages (low cost and high earning potential) of attending ASU Three Rivers along with the newly restructured academic scholarship offerings.
3. Distributed ASU Three Rivers t-shirts to all juniors along with personal invitation from Chancellor at area schools as part of recruiting campaign.
4. Dawson Co-op renting two offices on campus enhances link to public schools.
5. Adult education is required to complete a recruitment and retention plan every year reviewed by the program advisor of record with the state. The focus is to reach the most underserved demographic in the state each year. As communication is key with our students, students have multiple options to communicate with Adult Education staff and faculty. Currently used are email, LMS messaging, and phone/text.
6. College Advancement developed a Strategic Marketing and Communication plan.
7. Instituted LiveChat with Title III funds to answer questions of those visiting the College's website.
8. Post the "Stall Street Journal" each month in all restroom stalls across campus with campus news, important dates/deadlines, and fun trivia plus games.
9. Implemented a smartphone app to enhance student engagement and connections.
10. Billboards updated in high traffic areas; subscribing to digital billboard at high traffic intersection.
11. Recruiting is expanded outreach and has returned to full calendar of events after pandemic.

Action 1.2 We will create an integrated, ongoing student-centered experience that mitigates access barriers and leads to increased enrollment, retention, progression, completion, transfer, and employment.

1. Updated Library Management System to most recent version
2. Created a large quality collection of databases students and staff may use.
3. Educating all students, including high school students, regarding Library offerings
4. Collaborated with IT for single sign-on with Library resources
5. Expanded testing availability for nursing students.
6. Provided a dedicated nursing faculty advisor for RN students enrolling in the A-State 3+1 BSN program.
7. Health Sciences offers a career fair each senior semester with 20-25 healthcare facilities recruiting nurses.
8. ASU Three Rivers Career Center streamlined the application process to make registration easier for students.

9. Adult Education works beyond barriers utilizing ONET which identifies students interests and potential education path. Work with partner agencies to obtain resources needed to support student success.
10. Faculty started a new registration process in Fall 2019 for continuing students, eliminating the requirement for a consultation with faculty advisors, in favor of the more flexible “advisor will approve” arrangement.
11. Began offering 8-week sessions online through TEL Fall 2020.
12. Concurrent enrollment was expanded to include to Saline County school districts Summer/Fall 2020.
13. Implemented co-requisite instruction in math and composition to give students the opportunity to complete gateway math and English in one semester as opposed to two under the previous developmental sequencing.
14. Instituted multiple measures intake advising for gateway math and English courses utilizing student high school GPA, entrance exam scores, and student self-assessment of course readiness.
15. Received a \$200,000 anonymous donation for scholarships to disburse in 2022; 81 students received scholarships and the ASUTR Eagle Outreach Pantry received funds as well.
16. Revised the academic scholarship program to broaden its reach beginning Fall 2022.
17. Implemented Read & Write Gold with Title III funds to improve reading and writing skills.
18. Created online orientation to College using Title III funds.
19. Made Films on Demand available to students and employees using Title III funds.
20. Added public internet access points in parking lots.
21. TRiO Student Support Services conducts all workshops/activities during the scheduled activity period of 12:15-1:00, ensuring students aren’t missing class to attend TRiO events.
22. The College hosts the TRiO Student Support Services program which is federally funded by the Department of Education and is designed to increase persistence, completion, and transfer rates for students who are first generation, low-income, and/or disabled.

Action 1.3 We will develop and implement a comprehensive plan for building sustainable distance education opportunities.

1. Created better access to Library databases for off campus users
2. Health Sciences utilizes Collaborate (function of Blackboard) to capture classroom lectures for student review.
3. Adult education added online availability of all components needed to provide instruction using Canvas, Essential Education, and Aztec. All these resources are funded by the state.
4. The first webcast/simulcast (34) sections were offered Fall 2020 to allow for social distancing in the classrooms and to give options for students who did not feel safe re-entering public spaces because of COVID. Some faculty still provide this option regularly.
5. All classrooms are outfitted with a modular, cost-effective technology package that is consistent across rooms meeting the needs for remote teaching and learning. Those hardware upgrades, coupled with a modern collaborative LMS, enabled a quick pivot to online learning and ongoing support for remote students.
6. Title III grant funds underwrote most of the classroom technology upgrades and faculty professional development in distance delivery.
7. Developed student orientation to online learning with Title III funds.
8. Produced a Title III Distance Education Newsletter sharing with the campus new resources funded by Title III.
9. TRiO instituted online tutoring services with Tutor.com which was then taken over through the Title III program. Online tutoring is still accessible through Tutor.com via the IT Department’s budget.

Action 1.4 We will explore and expand outreach opportunities in the entire five-county service area.

1. Maintained currency with Library trends educate the ASUTR community.
2. Moved the Sheridan nursing classes to the Saline County Career and Technical Campus and increased cohort enrollment by 10 students.
3. The creation of the Clark County Workforce Training Group has increased the presence and outreach of the College’s Workforce Development program.
4. Adult Education is limited to a three-county service area because the other adult education providers are zoned in the other two counties. However, if we have a student that would rather come here, we will not turn them away.

5. ASU Three Rivers regularly hosts area public school chess tournaments for grades 3 – 12 sponsored by the Dawson Education Co-op.
6. The College has a table Salt Bowl game which is the highest-attended high school football game in Saline County.
7. Advertising in Saline County movie theater, Tinseltown, and in Benton and Bryant Chamber of Commerce Guides.
8. Moved spring commencement exercises to River Center in Benton (Saline County) to accommodate larger audiences and increase visibility of the College.
9. Grant-funded Arkansas Trucking Academy (ArkTA) formed by three community colleges (ASU Three Rivers, UA Rich Mountain, UA Hope/Texarkana) serving all of southern Arkansas.
10. Increased participation in area high school Financial Aid Nights by Financial Aid and Recruiting staff.

Goal 2 - Learning

Arkansas State University Three Rivers will provide high-quality educational opportunities.

Action 2.1 We will improve co-curricular academic support for all students.

1. Library staff educates students to use available resources and services; assists students in research needs.
2. Updated Library resources and removed outdated ones.
3. Health Sciences provides a nursing tutor for students.
4. Student Affairs created the navigator program to better track student success and engagement. Instructors in PCS and SOS courses track students and contact them monthly to connect them to campus and community resources.
5. Arkansas History - Wildlife Biologist Trent Powell discussed the state's conservation efforts and his job as a wildlife biologist.
6. Civ. thru 16th Century -- Archeologist Dr. Mary Beth Trubitt discussed the activities of Jones Mill Native Americans between 6000 BC - 1400 AD
7. Civ. since 16th Century -- AI Architect Neil Ross discussed the evolution of technology in "smart" real estate and "smart" communities.
8. In-person review sessions are offered for online Microbiology students.
9. Open lab periods outside of class time are offered to Anatomy and Physiology I students in order to increase hands-on time with the bone & muscle models.
10. English: Worked with tutors Spring 2022 to develop a tutoring request form specific to writing assignments in an attempt to make tutoring sessions more focused and productive. Adapted TRiO's services request form (with permission) Fall 2022. Included links to in-person tutoring schedules in Blackboard course with instructions of how to prepare for a tutoring session.
11. Some faculty include specific information about TRiO Student Support Services, campus-based and online tutoring, and Library services.
12. Some faculty provide students the ability to contact them using Blackboard collaborate for virtual appointments.
13. Tutoring, supplemental labs for Composition I, Quantitative Literacy, and College Algebra are available to all students.
14. Created navigator program to better track student success and engagement. Instructors in PCS and SOS courses track students and contact them monthly to connect them to campus and community resources.
15. Library – Spoke to classes about library resources, spoke to faculty during in-service about databases and research tools, weeded collection of old material and added updated resources, posted information on social media and organized library displays during observed holidays.
16. Adult Education provides CCAP for not only Adult Ed students, but college students as well. We also have developed Integrated Education and Training programs to help students through the process of earning a GED, a WAGE Certificate, and a certification in a career field.

Action 2.2 We will increase student engagement through content-related extracurricular activities.

1. Library posted related facts on social media during observed holidays
2. Health Sciences provides simulation scenarios during most semesters.
3. Arkansas History -- Attended the "2.2.22" community event that focused on race relations since Malvern's last lynching (2.2.1922) - Spring 2022

4. Constitution Week Contest - Offered from 8 a.m. to 5 p.m. one day during Constitution Week and provided online to offer online students a chance to also participate. -- Fall 2022
5. Oak Ridge Memory Lane -- in conjunction with HSC Historical Society, offered students a chance to act as community founders in a special program -- Fall 2022
6. Honors College—soaps, lotions, and candles, Skills USA, SGA, Archery, Esports, Constitution Week, Voter Registration, and QM training.
7. TRiO has instituted extracurricular activities such as movie nights, break away and craft today events, book clubs, and recently the Cooking Matters curriculum (which is funded by Arkansas Hunger Relief Alliance).

Action 2.3 We will establish and maintain safe physical and virtual environments conducive to student learning and engagement.

1. Health Sciences provides training for personal protective equipment for all nursing students.
2. Health Sciences stays within the student/instructor ratio requirements set by the Arkansas State Board of Nursing to create a safe/manageable number.
3. Transfer VR has increased Workforce Development’s virtual training capabilities.
4. New Training Lab in the Center for Applied Sciences shop area has increased training capabilities with the tank farm, CNC, and hydraulics.
5. Compliant with Title IX requirements and training.
6. Continued offering online classes during the pandemic.
7. Returning to campus: wiping down desks/chairs
8. (DWeatherly): On the syllabus for each of my courses, under the heading Additional Resources, I now include the following statement: Please feel free to meet with me if you feel there is something you would like me to know that is specific to your learning style, or if there are any other particular circumstances that might affect your personal success in the class this semester. If you feel comfortable sharing the information with me, and you think it would be helpful for me to know, then please stop by during my office hours.
9. During COVID restrictions I split classes to meet social distancing requirements. One semester I split the night class and to better accommodate students I met two nights for the full duration of class. I also recently adopted a new program I use in my anatomy and physiology class. This program uses full body 3D that can be manipulated by the students and I assign homework and lab activities using this program.
10. US History thru 1865 (Fall 2022), US History since 1865 (Summer 2022), Civ. thru 16th Century (Fall 2022) - Increasing engagement with Flip (formerly FlipGrid) which allows face-to-face communication online, secured by an invitation-only link.
11. When COVID related distancing protocols were in place, in-person classes were divided up with half of the class meeting the first day, and the other half on the second day each week. On the alternate days when they were not in class, students were provided links to pre-recorded lectures & were assigned review questions. For the AP-II Hybrid course that only meets once per week, the group was divided into the first & second half of the class period. Due to limited hands-on time under these modified schedules, virtual labs were assigned to replace some of the missed in-person labs.
12. Two faculty members were on the Safe Committee (to make our campus physically safer); proposed expanded online offerings so that students did not have to drive to campus
13. Adult education is audited each year by their state agency to ensure that all ADA requirements and safety guidelines are met. Additionally, the no bullying policy is enforced, posted in the building, and reviewed with students. Employees participate in professional development for creating safe spaces for students including but not limited to acceptance and inclusion for those of different races, ethnicities, and those in the LGBTQIA community.
14. TRiO established Blackboard Collaborate daily check-ins during COVID as well as utilized Google Voice to communicate and build a bridge of service to assist our students.

Action 2.4 We will increase faculty professional development and engagement.

1. Shared with faculty during in-service about Library database use and research tools
2. Health Sciences faculty attended NCLEX training utilizing the College’s professional development funds.
3. Professional Development Funds were accessed by 35 individuals since 2019 with a total expenditure of \$41,927.55. Additionally, these funds were used for institutional registration to NISOD conferences giving all ASSUTR employees access

to PD offerings.

4. Carl Perkins grant funds provide access to the professional development portal Go2Knowledge for all employees.
5. Title III funds supported PD for 12 faculty during FY19 and FY20 in online teaching and learning.
6. Professional Development funds sent me to the ITC conference to present with Distance Ed in Spring 2020 (February).
7. NISOD institutional membership and virtual conference attendance.
8. A faculty member recently earned certifications to teach Archery and start an Archery program: USA Archery Level-2 Coach, NASP Basic Archery Instructor and SafeSport Trained.
9. Faculty partake in professional development activities at the Adjunct Dinner, CEP, PD, NACEP WECF Leadership Academic, Peer Roundtable Reviews every other year, Combined Divisional Meetings, Fall/Spring In-Service
10. Welding instructor certification (two faculty)
11. All full-time Adult Education teachers and the director are required to receive 60 hours of professional development per year. Full-time paraprofessionals are required to receive a minimum of 30 hours of professional development and part-time employees must have 15. The state puts out a wide variety of professional development throughout the year; the director and employees select offerings suiting current needs.
12. Faculty Council participation in Workforce Development Leadership Training.
13. Faculty and staff participation (approximately 20-30) in Arkansas Community College annual conference.
14. National Institute for Staff and Organizational Development (NISOD) virtual conference made available to all faculty and staff.

Action 2.5 We will increase/expand program offerings that are consistent with the demands of regional business and industry.

1. Library staff contact faculty to present Library services in classes.
2. Moved the Sheridan program to Saline County Career and Technical Campus allowing for an increase of 10 students. This move lets the program expand as the Malvern campus is at maximum capacity.
3. Workforce Development conducted 2,494 hours of Workforce training in FY 21-22 with a revenue of \$329,604.95. We assisted our business and industry partners in receiving \$92,833.50 in OSD grant reimbursements.
4. The OSD grant for \$421,350 for the CCWTG training equipment and trailer will enable us to expand training opportunities in all of our service area.
5. BTech held meetings and created a tool to survey the community in order to expand offerings in that area
6. Medical Office Administration became Healthcare Administration, with new and more-current offerings. Coding certification courses are also offered through Workforce and are eligible for credit through Prior Learning Assessment.
7. Computer Network Management is moving toward more attainable certifications for students through CompTIA (and away from the overly-burdensome NetAcad/Cisco ones)
8. Brought back AA Teaching degree.
9. Early Childhood academic plan revised to offer only courses that lead to the Child Development Associate credential.
10. Program reviews continue; each cycle includes consideration of the value of the degree and trends in employment relevant to our program/s
11. The creation of the Clark County Workforce Training group and the purchase of \$421,315 in training equipment.
12. The continued expansion of Workforce classes (West Fraser, Kohler, Alweld Boats, Xpress Boats and Veranda Luxury Pontoons, Siplast, Drumco, South Central CElectric Coop and South Central Connect, Samantha's Cafe & Bakery, Arbor Oaks, Encore, and The Crossing (CNA), Medical Coding, APES, Veolia...
13. Since 2019, Workforce Development has conducted 7,862.5 hours of Workforce training with a revenue of \$1,075,583 and we have assisted our business and industry partners in receiving \$376,832 in OSD grant reimbursements.
14. Adult education is working diligently with their state agency and their advisory board partners to develop programs that will provide students in the service area with training in the highest demand areas. Our area is currently focused on education/training and manufacturing; creating classes for all of the 16 recognized career clusters.
15. Grant-funded Arkansas Trucking Academy (ArkTA) formed by three community colleges (ASU Three Rivers, UA Rich Mountain, UA Hope/Texarkana) serving all of southern Arkansas.
16. Implemented PearsonVUE testing to support CompTIA certification and other industry credentials.

Goal 3 - Effectiveness

Arkansas State University Three Rivers will demonstrate its commitment to effectiveness by creating a culture of planning and assessment.

Action 3.1 We will systematically review, evaluate, and report effectiveness based on Key Performance Indicators (KPI).

1. Review Library collections annually for relevance to updates
2. Evaluate Library services and materials monthly
3. Library strives to address issues immediately with effective solutions
4. The Library will evaluate effectiveness of outreach
5. Arkansas Productivity Funding results are shared at in-services.

Action 3.2 We will foster and utilize the campus governance and committee structure.

1. The 2020 Great Colleges to Work For survey results revealed confusion regarding the College's shared governance structure. Chancellor began meeting with representatives of Faculty and Staff Councils after each meeting as well as Student Government Association representatives. Chancellor instituted Shared Governance Oversight Committee.
2. Committees resumed face-to-face meetings in 2021; committee memberships (COPP 1.30p) reviewed/updated and available on intranet

Action 3.3 We will fully develop and implement systematic assessment of all student learning outcomes (ISLO, PSLO, CSLO, and CCSLO) across the College.

1. Incorporated the ISLOS into New student orientation and into the curriculum in PCS and SOS as an introduction for students to begin incorporating them during their first semester.
2. AR Futures grant recipients are mentored and must perform community service as part of maintaining the grant.
3. ACT 943 and 592 are embedded in freshmen experience courses to inform students of pregnancy prevention and their rights against sexual harassment.

Goal 4 - Stewardship

Arkansas State University Three Rivers will actively demonstrate its commitment to stewardship by creating a culture of accountability and promoting innovation.

Action 4.1 We will identify and redesign administrative and business processes to reduce costs and increase effectiveness.

1. Joined ASU System and ASU System Foundation.
2. Implemented System-wide ERP (enterprise resource system) to reduce costs and increase effectiveness.
3. Electronic purchasing request/order system
4. Electronic timesheets
5. Streamlined and restructured functional areas thereby reducing cost and increasing efficiencies.
 - a. Business Office
 - b. Student Affairs
 - c. Student Equity, Diversity, and Community
 - d. Information Technology Services
 - e. Eliminated Director of Student Success position by redistributing responsibilities of Registrar, student success, and admissions/recruitment.
6. Reduced travel budget for professional development by taking advantage of virtual training.
7. Program Revisions
 - a. Restructured Cosmetology 2020-21
 - b. Took Computer Network Management offline for restructuring 2022-23
 - c. Removed Career Center criminal justice program due to reduced state funding and low enrollment.
8. Streamlined multiple copier provider agreements into one
9. Evaluated recruitment calendar to ensure our travel dollars were utilized at max value.

10. Between March 2020 and March 2021, ASU Three Rivers has completed projects that resulted in significant annual savings for the college. A breakdown of the projects and savings follows:

Project	Annual Year-Over-Year Savings
Phone system replacement	\$9,416
Fax line elimination	\$6,720
Sheridan campus internet provider consolidation	\$11,747
Copier lease consolidation	\$490
Software pricing negotiation – Anti-virus and Backup platform	\$4,545
Total	\$32,918

In addition to budgetary savings, each of these projects results in a technology infrastructure that is easier for a small IT team to manage leading to reduced man-hours spent on issues and a faster time-to-resolution for problems.

11. Prior to 2020 ASUTR used a proprietary Toshiba phone system originally installed in 2007; only Toshiba hardware worked with the system and only Toshiba technicians could program the equipment. This became a problem in 2017 when Toshiba exited the telephony market and stopped making / supporting their product, leading to hard-to-find parts and very expensive service calls when problems arose. By migrating away from this system to the 3CX VoIP platform, the monthly service bill decreased 41%. The new phone system allows employees to use their office phone number at home via the web or smartphone app. This was especially useful during COVID-19 lockdowns as it enabled staff to continue operations without having to disclose their personal cell phone numbers.
12. Migrated to an eFax service rather than continuing with antiquated analog fax machines thereby lowering our monthly expense from \$560 with AT&T to only \$38 with SRFax, a staggering 93% savings.
13. Expanded helpdesk ticketing system to include Maintenance and PR.
14. Purchased Chancellor and Foundation homes to expand land holdings. Chancellor no longer receives a housing allowance.

Action 4.2 We will evaluate and revise a strategically aligned master plan that prepares fully for key college needs and their long-term sustainability requirements.

1. New Master Plan approved by Board of Visitors October 2022

Action 4.3 We will strategically align financial, physical, human, and technology resources to support the College’s mission, thereby improving and enhancing teaching and learning.

1. Title III funded distance learning hardware, software, and faculty professional development.
2. Opened second high school career center, Saline County Career and Technical Campus.
3. Moved nursing program from Sheridan to Saline County Career and Technical Campus; began Practical Nursing cohort May 2022.
4. Increased Workforce personnel due to increased Workforce Development training for business and industry.
5. Joined Arkansas Trucking Academy (ArkTA) to share grant resources and expand training opportunities at University of Arkansas Rich Mountain Community College, University of Arkansas at Hope, and University of Arkansas at Cossatot.
6. Clark County Workforce Training grant
7. Annual zero-based budget planning directly tied to strategic plan via justification pages
8. Campus-wide involvement to create Higher Learning Commission Assurance Argument. All Criteria met at February 2021 comprehensive visit.
9. Library staff sharing project duties.

Action 4.4 We will continuously evaluate and improve the College’s virtual and physical safety.

1. Hired evening security
2. Split Chief Information Officer from Chief Financial Officer positions.
3. Installed additional security cameras campus wide.
4. Implemented single sign on and multifactor authentication to improve digital security.

5. Completed actions necessary to be compliant with GLBA audit.
6. Door access options explored for future implementation.
7. Installed new ID card system for students and employees.
8. Daily system security updates
9. Revamped backup systems and installed generator to resume business operations and online learning platforms during power outages.
10. Maintain and continuously evaluate notification system; refresher each fall employee in-service.
11. HR conducts background checks on all new hires to reduce workplace safety risk.
12. Employee onboarding reviews all campus safety procedures and policies.
13. The College implemented the RAVE app for all staff and faculty to get help in emergency situations. Refresher information is shared at each in-service.

Action 4.5 We will evaluate and improve personnel policies and procedures for hiring, professional development, performance review, promotion, and termination of all employees.

1. Reviewed and updated policies and procedures through campus shared governance structure; System provided additional resources.
2. Updated/revised evaluation form twice since 2018.
3. Instituted 90-day evaluation for new hires.
4. Streamlined onboarding process and documentation.
5. Moved from state health insurance to ASU System health insurance and benefits package.
6. Foundation instituted Employee Educational Opportunity Grant.
7. Participate in System-wide employee tuition discount program.
8. Adopted System policy to allow employees to engage in academic courses or fitness during workday.
9. All job postings are published on campus website (Jobs page) to provide equal promotion opportunity.
10. Intranet being utilized as a resource for HR documents and resources.
11. Offboarding process streamlined and includes exit interview.
12. Emphasis on improved communication to all faculty and staff.

Action 4.6 We will continually explore and evaluate opportunities for alternative revenue streams.

1. Conducted feasibility studies for athletics and housing.
2. ANCRC grants for restoration of historic Ritz Theatre
3. Annually revisit employee/Board of Visitors giving
4. Received \$200,000 anonymous donation for student scholarships in 2022.
5. Disbursed \$1.5M in Higher Education Emergency Relief Act funds to students and purchased new computers, hotspots, upgrading IT infrastructure, installing an improved cooling tower, increased security cameras, and installed a generator to ensure business operations continuity.

Goal 5 - Partnerships

Arkansas State University Three Rivers will lead in creating partnerships benefitting students, educational entities, and employers in the communities we serve.

Action 5.1 We will extend and enhance partnerships with other educational entities that benefit concurrent, transfer, and other educational success.

1. Adult Education works with community-based WIOA, SNAP, and CADC to connect students to financial resources. Students may also use Career Pathways and TRiO on the College's main campus.
2. Concurrent Education
 - a. Added Benton, Bryant, and Sheridan school districts to concurrent education program.
 - b. Added Arkadelphia, Benton, and Arkansas Virtual Academy schools to the DEAL program.
 - c. Enhanced partnerships by expanding online offerings to DEAL students; providing Arkansas Christian Academy students an academic map and advising for the AA degree; adding course offerings through the Concurrent

Enrollment Program; and adding liaisons in 7 new disciplines (Humanities, Biology, Chemistry, Education, History, Spanish, and French (temporary)); and onboarding more than 30 new concurrent faculty. Additionally, supplemental Composition I and College Algebra courses are available to DEAL students and supplemental College Algebra to Concurrent students.

- d. Provided an academic map/pathway for DEAL/CE students to begin the Arkansas Teacher Residency program.
- e. Adapted billing process and providing institutional scholarships for DEAL/CE programs so students would qualify for the Arkansas Concurrent Scholarship.
- f. Implemented the DEAL summer scholarship and the ASUTR DEAL / Concurrent Education Scholarship (\$200 per course).
- g. Ensure that all DEAL/CE offerings are ACTS transferable courses (with the exception of Life Fitness for AA degree-seeking students).

3. Joined the Arkansas State University System in 2020.
4. Enhanced partnerships with six Saline county schools
5. Clinicals at Baptist Health.
6. UACCM, Southern Union State Community College, Oconee Fall Line College – Workforce training for West Fraser
7. ASU Three Rivers will have baseball and softball beginning Fall 2023; became National Junior College Athletic Association member in 2022.

Action 5.2 We will increase the strength and numbers of partnerships with local governmental and civic organizations in our service area.

1. Library working to build programs with community organizations.
2. Mason - Hot Spring County EDC board, Southwest Regional Intermodal Authority (SWARIA) board as Vice-Chair, Hot Spring County Leadership Forum Steering Committee, the Hot Spring County Conversations Executive Committee, the Clark County Workforce Training Group vice-chair, Adult Ed/WAGE Advisory board as vice-chair.
3. Pat – Malvern Downtown Development Corporation, Malvern Rotary
4. Scott K – Multiple meetings at SCCTC for governmental and civic organizations, numerous tours
5. Adult Education has members that volunteer with the local literacy council, ORCU and OMEGA boards.
6. Kim – Involved in Kiwanis (past President; Missouri-Arkansas DEI Chair; and hosted Missouri-Arkansas Education Day Conference)
7. Partnered with the Malvern MLK Committee to provide the annual ASUTR MLK one-year tuition scholarship
8. Served on the Focus Benton Committee to provide the community voice to spending of A&P tax (Vision Benton 2040)
9. Worked with community organizers and the Malvern Mayor to discuss city and county race issues (Malvern Mayor's Commission on Race).
10. Worked with the Hot Spring County COVID-19 Emergency Taskforce to develop and implement a plan to disseminate information and vaccines.
11. Initiated the Chancellor's Malvern Ministers Committee to partner with the Malvern Ministerial Alliance to better inform the minority communities about the College.
12. Chancellor presented community benefits provided by ASU Three Rivers to Hot Spring County Quorum Court.
13. Hot Spring County Chamber Breakfast is hosted monthly on campus.
14. Campus funds two delegates annually to participate in Hot Spring County's Leadership training.
15. Many community events sponsored such as but not limited to trunk or treat and hair cuts for back to school.

Action 5.3 We will continue to expand workforce training offerings through increased partnerships with business and industry.

1. Workforce Development Revenue
 - a. FY16-17 revenue = \$27,433 with 138 hours of training.
 - b. FY17-18 revenue = \$91,672.40 with 188 hours of training.
 - c. FY18-19 revenue = \$131,489 with 628 hours of training.
 - d. FY19-20 revenue = \$149,402 with 1101 hours of training.
 - e. FY20-21 revenue = \$182,140 with 1426.5 hours of training.
 - f. FY21-22 revenue = \$329,604.95 with 2,494 hours of training.
 - g. FY22-23 revenue = \$194,288 with 1425 hours of training. (to date)
2. Part of a grant with ACEF to provide Construction Apprenticeship training at SCCTC
3. Part of a grant to provide training for Tower Technicians at SCCTC
4. Adult Education has a standing WAGE/Adult Education Advisory Board that has membership from the business and industry partners in all of our service area counties.

Action 5.4 We will explore and evaluate becoming involved with more professional accreditation organizations.

1. Library staff are members of multiple committees among the American Library Association, Arkansas State Library, and Jewish Library Association.
2. Created Partnerships with the following:
 - a. NC3 to become a certified training location at SCCTC
 - b. Ford ACE Program
 - c. CompTIA
 - d. Development Dimensions International certified facilitators (4)
 - e. Arkansas Institute of Architects Continuing Education Provider (APES)
 - f. American Academy of Professional Coders (AAPC) - Medical Coding Academy



Quarterly Board Meeting Minutes

Arkansas State University System

Sep 15, 2023 at 10:00 AM CDT

@ Arkansas State University (A-State) Campus

Attendance

Present:

Members: Christy Clark, Price Gardner, Gary Harpole (remote), Jerry Morgan, Paul Rowton, Robert Rudolph, Chuck Welch

Absent:

Members: Steve Eddington

- I. Call to Order (Presenter: Jerry Morgan)

Meeting was called to order by Chairman Jerry Morgan at 10:00 AM.

- II. Approval of the Minutes of the Past Meetings: June 8, 2023 and July 18, 2023 (Presenter: Jerry Morgan)

Motion:

Mr. Morgan asked for approval of the June 8, 2023 and the July 18, 2023 meeting minutes.

Motion moved by Price Gardner and motion seconded by Paul Rowton. Passed unanimously.

- III. President's Report (Presenter: Chuck Welch)

- IV. Welcome and Report by Chancellor (Presenters: Todd Shields, Jacqueline Vargas Ulloa, Caleb Fields, Cori Keller)

- V. Agenda (Presenter: Chuck Welch)

- A. Proposed ASU System Resolutions

Motion:

Motion to approve ASU System resolutions 23-37 through 23-39.

Motion moved by Christy Clark and motion seconded by Robert Rudolph.
Passed unanimously.

1. Resolution #23-37 approving Henderson State University to adjust fees related to its Aviation Program
2. Resolution #23-38 approving the ASU System to revise the Early Retirement Benefits Policy
3. Resolution #23-39 approving the ASU System to revise the ASU System Staff Handbook

B. Proposed Arkansas State University (A-State) Resolution

Motion:

Motion to approve ASU-Jonesboro resolution 23-40.

Motion moved by Paul Rowton and motion seconded by Price Gardner.
Passed unanimously.

1. Resolution #23-40 approving A-State to apply for a grant from the Arkansas Department of Human Services to continue participating in the Child and Adult Care Food Program

C. Proposed ASU-Mountain Home Resolution

Motion:

Motion to approve ASU-Mountain Home resolution 23-41.

Motion moved by Robert Rudolph and motion seconded by Christy Clark.
Passed unanimously.

1. Resolution #23-41 approving ASU-Mountain Home to name the Technical Center Building, the "Czeschin-Newth Workforce Development Center"

D. Proposed ASU-Newport Resolution

Motion:

Motion to approve ASU-Newport resolution 23-42.

Motion moved by Price Gardner and motion seconded by Christy Clark.
Passed unanimously.

1. Resolution #23-42 approving ASU-Newport to grant a utility easement to City Water and Light of Jonesboro, Arkansas

E. Proposed ASU Three Rivers Resolutions

Motion:

Motion to approve ASU Three Rivers resolutions 23-43 and 23-44.

Motion moved by Paul Rowton and motion seconded by Robert Rudolph.

Passed unanimously.

1. Resolution #23-43 approving ASU Three Rivers to enter into agreements for private camps
2. Resolution #23-44 approving the ASU Three Rivers Strategic Plan 2024-2028

VI. Executive Session

Mr. Morgan asked for a motion for the Board to retire into Executive Session.

Motion:

Motion for Board to retire into Executive Session.

Motion moved by Price Gardner and motion seconded by Paul Rowton. Passed unanimously.

Board retired into Executive Session at 11:09 AM.

Mr. Morgan reconvened Board 12:25 PM.

VII. Approval of Personnel Actions

A. ASU System Personnel

Motion:

Mr. Morgan sought approval of the Non-Academic appointment for the ASU System.

Motion moved by Paul Rowton and motion seconded by Price Gardner. Passed unanimously.

B. A-State Personnel

Motion:

Mr. Morgan sought approval of the Academic Appointments, Academic Reassignment, Non-Academic Appointments, Non-Academic Reassignments, and Contract Revisions for ASU-Jonesboro.

Motion moved by Christy Clark and motion seconded by Robert Rudolph. Passed unanimously.

C. ASU-Beebe Personnel

Motion:

Mr. Morgan sought approval of the Academic Appointments, Academic Reassignment, Non-Academic Appointments, and Non-Academic Reassignments for ASU-Beebe.

Motion moved by Robert Rudolph and motion seconded by Price Gardner. Passed unanimously.

D. ASU-Mountain Home Personnel

Motion:

Mr. Morgan sought approval of the Academic Appointment for ASU-Mountain Home.

Motion moved by Paul Rowton and motion seconded by Christy Clark. Passed unanimously.

E. ASU-Newport Personnel

Motion:

Mr. Morgan sought approval of the Academic Appointments for ASU-Newport.

Motion moved by Price Gardner and motion seconded by Robert Rudolph. Passed unanimously.

F. ASU Mid-South Personnel

Motion:

Mr. Morgan sought approval of the Academic Appointments, Academic Reassignment, and Non-Academic Reassignment for ASU Mid-South.

Motion moved by Christy Clark and motion seconded by Robert Rudolph. Passed unanimously.

G. ASU Three Rivers Personnel

Motion:

Mr. Morgan sought approval of the Academic Appointments and Non-Academic Appointment for ASU Three Rivers.

Motion moved by Robert Rudolph and motion seconded by Christy Clark. Passed unanimously.

H. Henderson State Personnel

Motion:

Mr. Morgan sought approval of the Academic Appointments, Academic Reassignments and Non-Academic Appointments for Henderson State University. Motion moved by Robert Rudolph and motion seconded by Price Gardner. Passed unanimously.

VIII. Other Business

- A. ASU System Resolution #23-45 conferring upon Niel Crowson the designation of Trustee Emeritus

Motion:

Motion to approve ASU System Resolution #23-45. Motion moved by Paul Rowton and motion seconded by Jerry Morgan. Passed unanimously.

IX. Adjournment

Motion:

Motion to adjourn. Motion moved by Price Gardner and motion seconded by Paul Rowton. Passed unanimously.

Meeting was adjourned at 12:46 PM.


Robert G. Rudolph Jr., Secretary


Jerry Morgan, Chair

**ARKANSAS STATE UNIVERSITY SYSTEM
NON-ACADEMIC APPOINTMENT
September 15, 2023**

WALLACE, BENTLEY

Chancellor, Arkansas State University-Mountain Home

Salary: \$203,000

Effective Date: August 1, 2023

Source of Funds: Education and General, page 19, line 1 and line 2

Justification: Replacement for Robin Myers, who retired, (\$197,149)

Education:

2017 Ed.D. Human Resource and Workforce Development Education, University of Arkansas, Fayetteville, AR

2008 M.S. Education, Arkansas State University

1991 B.S. Marketing, Arkansas State University

Employment:

2020-Present President, South Arkansas College, El Dorado, AR

2013-2020 Dean, School of Technical and Professional Studies, University of Arkansas-Pulaski Technical College, North Little Rock, AR

Vice Chancellor for Economic Development, University of Arkansas-Pulaski Technical College, North Little Rock, AR

2006-2013 Division Chair/Director of Business and Transportation Technology, ASU-Newport

ARKANSAS STATE UNIVERSITY (A-STATE)
ACADEMIC APPOINTMENTS
September 15, 2023

BAGWELL, CHARLENA

Assistant Professor, Nursing

Salary: \$72,000 (9-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 181, line 16 and page 180, line 71

Justification: Replacement for Randi Davis, who is no longer employed (\$73,196)

Education:

2020 M.S. Nursing, Arkansas State University

2020 A.S. Nursing, North Arkansas College, Harrison, AR

2018 B.S. Nursing, Arkansas State University

Employment:

2022-Present APRN, Arkansas Methodist Medical Center, Paragould, AR

2016-2022 Registered Nurse, Arkansas Methodist Medical Center, Paragould, AR

2019 Registered Nurse, Rector School District, Rector, AR

2016-2019 Registered Nurse, Black River Technical College, Pocahontas, AR

2013-2016 Registered Nurse, Arkansas Methodist Medical Center, Paragould, AR

BALTZ, VIRGINIA

Assistant Professor, Nurse Anesthesia Program

Salary: \$160,000 (12-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 196, line 2 (\$155,000), plus Nurse Anesthesia Program revenue reserves (\$5,000)

Justification: Replacement for Cassandra Massey, who transferred to another position (\$155,000)

Education:

2022 DNP Nursing Practice, Arkansas State University

2005 M.S. Nursing, Arkansas State University

2001 B.S. Nursing, Arkansas State University

Employment:

2021-Present PRN, Baxter Regional Outpatient Surgery Center, Mountain Home, AR

2015-Present PRN, Black River Medical Center, Poplar Bluff, MO

2016-2021 CRNA/PRN, Jonesboro Surgery Center, Jonesboro, AR

2014-2018 PRN, North Arkansas Regional Medical Center, Harrison, AR

2017-2016 PRN, Poplar Bluff Children's Dentistry, Poplar Bluff, AR

2007-2015 CRNA, Five Rivers Medical Center, Pocahontas, AR

BUCK, KIRSTEN

Assistant Professor, Accelerated BSN Program

Salary: \$80,000 (12-month)

Effective: July 1, 2023

Source of Funds: Education and General, page187, line 4 and page 179, line 13

Justification: Replacement for Melanie Mata, who is no longer employed (\$86,782)

Education:

2023 M.S. Nursing Education, Arkansas State University

2021 B.S. Nursing, Arkansas State University

2018 B.S. General Studies, Arkansas State University

Employment:

2022-Present Registered Nurse, ICU, St. Bernards Regional Medical Center, Jonesboro, AR

2020-2021 Licensed Practical Nurse, St. Bernards Regional Medical Center, Jonesboro, AR

2019-2020 Unit Information Coordinator ICU, St. Bernards, Regional Medical Center, Jonesboro, AR

CUNNINGHAM, MARY MARGARET

Assistant Professor, A-State Online Leadership & Special Education

Salary: \$60,000 (12-month)

Effective: July 1, 2023

Source of Funds: Education and General, page 163, line 17

Justification: New position created to maintain increased program enrollment, included in FY24 Budget

Education:

2017 Ed.D. Higher Education, University of Arkansas, Fayetteville, AR

2011 M.A. History, University of Arkansas, Fayetteville, AR

2009 B.A. Drama and History, University of Arkansas, Fayetteville, AR

Employment:

2023-Present Instructor of Data Analysis, University of Arkansas, Fayetteville, AR

2021-2023 Executive Assistant to the Dean and Chief of Staff, University of Arkansas, Fayetteville, AR

2018-2021 Assistant Director for First-Generation Student Support, University of Arkansas, Fayetteville, AR

2013-2017 Adjunct Instructor, University of Arkansas, Fayetteville, AR

DEVOSS, CHRISTINA

Assistant Professor, A-State Online-Communication

Salary: \$55,000 (9-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 119, line 2

Justification: Replacement for Catherine Bahn, who is no longer employed (\$55,000)

Education:

2018 Ph.D. Communication, University of Connecticut, Storrs, CT

2010 M.S. Journalism & Mass Communications, University of Kansas, Lawrence, KS

2004 B.A. Comparative Literature and Italian, Washington University, St. Louis, MO

Employment:

2022-Present Lecturer, John Carroll University, University Heights, OH

2018-2022 Assistant Professor, John Carroll University, University Heights, OH

2017-2018 Instructor, John Carroll University, University Heights, OH

2016-2017 Lecturer, John Carroll University, University Heights, OH

2014-2016 Instructor of Record, University of Connecticut, Storrs CT

2013-2014 Teaching Assistant/Discussion Section Instructor, University of Connecticut, Storrs CT

DILDILIAN, LYDIA

Assistant Professor, Art and Design

Salary: \$50,000 (9-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 127, line 4

Justification: Replacement for Melissa Wilkinson, who resigned (\$60,817)

Education:

2016 M.F.A. Painting, University of Florida, Gainesville, FL

2012 B.F.A. Painting and Drawing, Miami University, Oxford, OH

Employment:

2018-Present Associate Lecturer and Gallery Curator, University of Wisconsin-Green Bay, Green Bay, WI

2016-2017 Adjunct Instructor, University of Wisconsin-Green Bay, Green Bay, WI

2013-2016 Graduate Teaching Assistant, University of Florida, Gainesville, FL

HASAN, MOHAMMED MAHMUDUL

Assistant Professor, Engineering Instruction

Salary: \$82,500 (9-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 175, line 4

Justification: Replacement for Mohammad Narimani, who resigned (\$83,106)

Education:

2022 Ph.D. Electrical and Computer Engineering, Texas Tech University, Lubbock, TX
2020 M.Sc. Electrical and Computer Engineering, Texas Tech University, Lubbock, TX
2017 M.Sc. Electrical and Electronic Engineering, University of Dhaka, Dhaka, Bangladesh
2015 B.Sc. Electrical and Electronic Engineering, University of Dhaka, Dhaka, Bangladesh

Employment:

2019-2020 Part-time Instructor, Department of Physics and Astrophysics, Texas Tech University, Lubbock, TX
2018-2019 Teaching Assistant, Department of Electrical and Computer Engineering, Texas Tech University, Lubbock, TX
2014-2017 Intern/Assistant Engineer, North-West Power Generation Company, Dhaka, Bangladesh
2009-2013 Teaching Assistant, University of Dhaka, Dhaka, Bangladesh

MILLER, LYNDA

Instructor, Biological Sciences

Salary: \$45,300 (9-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 94, line 23

Justification: Replacement for Heiko Heisemann, who is no longer employed (\$45,315)

Education:

2014 Ph.D. Environmental Science, Arkansas State University
1993 M.S. Biology, University of Memphis, Memphis, TN
1989 B.A. Biological Sciences, Southern Illinois University, Carbondale, IL

Employment:

2017-2022 Associate Professor of Biology, College of the Ozarks, Point Lookout, MO
2008-2017 Lab Coordinator and Adjunct Faculty, Christian Brothers University, Memphis, TN

MOORE, LARRY

Instructor, A-State Online Math & Science

Salary: \$40,500 (9-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 99, line 2

Justification: Replacement for Joshua Manning, who resigned (\$40,800)

Education:

2023 Ph.D. Philosophy in Leadership, University of the Cumberlands, Williamsburg, KY
2016 M.S. Mathematics Education, University of Memphis, Memphis, TN
2011 A.S. Natural Sciences, Southwest Tennessee Community College, Memphis, TN
2004 B.A. History, David Lipscomb University, Nashville, TN

Employment:

2018-Present Adjunct Math Instructor, ASU Mid-South
2017-2020 Adjunct Math Instructor, Concorde Career College, Memphis TN
2017-Present Adjunct Math Instructor, University of Memphis, Memphis, TN
2016-Present Adjunct Math Instructor, Southwest Tennessee Community College, Memphis TN
2016-Present Adjunct Math Instructor, Christian Brothers University, Memphis, TN
2014-2018 Substitute Teacher, Shelby County Schools, and Olive Branch Schools, Olive Branch, MS

NADERI, EHSAN

Assistant Professor, Electrical Engineering

Salary: \$79,000 (9-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 175, line 15

Justification: Replacement for Brandon Kemp, who resigned (\$113,014)

Education:

2023 Ph.D. Electrical Engineering, Southern Illinois University Carbondale, Carbondale, IL
2011 M.S. Electrical Engineering, Imam Khomeini International University, Qazvin, Iran
2008 B.S. Electrical Engineering, Kermanshah Science and Research University, Kermanshah, Iran

Employment:

2020-2023 Primary Instructor, Southern Illinois University, Carbondale, IL
2020-2023 Research Assistant, Southern Illinois University, Carbondale, IL
2020 Teaching Assistant, Southern Illinois University, Carbondale, IL
2014-2019 Instructor and Researcher, Razi University, Kermanshah, Iran
2013-2017 Part-time Instructor, Islamic Azad University, Kermanshah, Iran

SKYE-EAGLE, KELLEY

Assistant Professor, CNHP/ A-State Online Dietetics

Salary: \$60,000 (9-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 199, line 2

Justification: New position created to maintain teaching loads with increased enrollment in graduate and undergraduate program, included in FY24 Budget (\$60,000)

Education:

2023 Ph.D. Health Science, University of Indianapolis, Indianapolis, IN
2010 M.S. Health and Human Performance, McNeese State University, Lake Charles, LA
2009 B.S. Dietetics, University of Arkansas, Fayetteville, AR

Employment:

2022-Present Lead Diabetes Educator, University of Oklahoma Health Science Center, Norman, OK
2021-2022 Bariatric Dietitian, Bailey Medical Center, Owasso, OK
2019-2021 Didactic Program Director, Northeastern State University, Tahlequah, OK
2018-2021 Nutritional Sciences Program Chair, Northeastern State University, Tahlequah, OK
2017-2021 Nutritional Sciences Faculty, Northeastern State University, Tahlequah, OK
2015-2017 Adjunct Faculty, University of Arkansas, Fort Smith, AR
2015-2016 Diabetes Educator, St. John Health System, Tulsa, OK
2014-2015 Outpatient Dietitian, Morrison Health Care, Fort Smith, AR
2011-2014 Clinical Dietitian, Willis Knighton Health System, Shreveport, LA

WESTON, EMILY

Assistant Professor, Communication Disorders

Salary: \$59,000 (9-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 191, line 2 and page 179, line 26

Justification: Replacement for Sharon Jones, who resigned (\$66,193)

Education:

2018 M.S. Speech-Language Pathology, Harding University, Searcy, AR

2015 B.A. Communication Sciences and Disorders, Harding University, Searcy, AR

Employment:

2021-Present Faculty/Associate, University of Texas at Dallas, Richardson, TX

2018-2021 Speech Language Pathologist, Talking Tadpoles Pediatric Therapy, Arlington, TX

ZHANG, CHIQIAN

Assistant Professor of Civil Engineering, Engineering Instruction

Salary: \$80,000 (9-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 175, line 10

Justification: Replacement for Hyunju Jeong, who resigned (\$85,883)

Education:

2018 Ph.D. Civil Engineering, University of Missouri, Columbia, MO

2011 M.S. Environmental Engineering, University of Nebraska, Lincoln, NE

2009 M.S. Civil Engineering, Tsinghua University, Beijing, China

2005 B.E. Environmental Engineering, Xi'an University of Architecture and Technology, Xi'an, China

Employment:

2022-Present Assistant Professor, Southern University and A&M College, Baton Rouge, LA
2021-2022 Postdoctoral Fellow, University of Missouri, Columbia, MO
2021 Adjunct Instructor, Ohio University Southern, Ironton, OH
2019-2021 Contractor to the U.S. EPA, Pegasus Technical Services, Inc., Cincinnati, OH
2018-2019 Postdoctoral Fellow, Georgia Institute of Technology, Atlanta, GA

ARKANSAS STATE UNIVERSITY (A-STATE)
ACADEMIC REASSIGNMENTS
September 15, 2023

GILLAND, MARK

From: Temporary Instructor, Computer Science
To: Instructor, Computer Science
Salary: \$52,000 (9-month)
Effective: August 16, 2023
Source of Funds: Education and General, page 176, line 9
Justification: Replacement for Edward Hammerand, who retired (\$95,229)

MULLIN, STEPHEN

From: Department Chair, Biological Sciences
To: Professor, Biological Sciences
Salary: \$94,148 (9-month)
Effective: August 16, 2023
Source of Funds: Education and General, page 94, line 4 (\$70,000), plus VCAAR Faculty Salary Pool (\$24,148) for 8/16/2023-6/30/2024
Justification: Returned to Faculty

SCHULTE, DEBRA

From: Assistant Professor, Occupational Therapy
To: Assistant Professor, A-State Online Nursing
Salary: \$85,000 (12-month)
Effective: August 16, 2023
Source of Funds: Education and General, page 182, line 7
Justification: Replacement for Savannah Coin, who resigned (\$87,244)

SHEPPARD, CHEYENNE

From: Temporary Instructor, Engineering
To: Instructor, Engineering
Salary: \$52,800 (9-month)
Effective: August 16, 2023
Source of Funds: Education and General, page 175, line 18 (\$52,800), plus salary savings (\$680)
Justification: Vacant position in FY24 Budget

ARKANSAS STATE UNIVERSITY (A-STATE)
NON-ACADEMIC APPOINTMENTS
September 15, 2023

BEAVERSTOCK, MALCOLM

Assistant Director, First National Bank Arena

Salary: \$40,000

Effective: June 19, 2023

Source of Funds: Education and General, page 216, line 2 (\$30,000) and Auxiliary, page 259, line 2 (\$10,000)

Justification: Replacement for Kailee Ayers, who resigned (\$36,844)

Education:

2022 B.A. Business Administration, University of Arkansas, Fayetteville, AR

Employment:

2019-2020 Activity Coordinator, Blessed Sacrament School, Jonesboro, AR

BORCHARDT, ALEXANDRA

Academic Advisor, A-State Online

Salary: \$35,700

Effective: June 12, 2023

Source of Funds: Education and General, page 66, line 10

Justification: Replacement for William Lowe, who resigned (\$35,700)

Education:

2022 M.A. English, University of Alabama, Tuscaloosa, AL

2020 B.A. English, Arkansas State University

Employment:

2022 Digital Content Specialist, Optus, Jonesboro, AR

2021-2022 Academic Advisor, University of Alabama, Tuscaloosa, AL

2019-2021 Assistant Director, University of Alabama, Tuscaloosa, AL

DURYEA, ELIZABETH

Academic Advisor, Advising Services

Salary: \$40,000

Effective: July 17, 2023

Source of Funds: Education and General, page 76, line 4

Justification: Replacement for Zachary Singleton, who resigned (\$40,000)

Education:

2012 M.A. Public History, Arkansas State University
2009 B.A. History, Arkansas State University

Employment:

2022-Present Caseworker, Jonesboro Urban Renewal and Housing Authority, Jonesboro, AR
2020-2022 Dual Enrollment Coordinator, Great Basin College, Pahrump, NV
May-Oct 2019 Substitute Teacher, Rosemary Clarke Middle School, Pahrump, NV

ESPOSITO, JANELLE

Project Program Specialist, Financial Aid & Scholarships

Salary: \$38,000

Effective: June 19, 2023

Source of Funds: Education and General, page 27, line 7

Justification: Replacement for Shelby Bevly, who transferred to another position (\$43,151)

Education:

2011 B.S. Criminal Justice, Kaplan University, Davenport, IA

Employment:

2019-Present Administrative Assistant, City of Jonesboro, Jonesboro, AR
May-Aug 2018 Fire Dispatcher, Kern County Fire Department, Bakersfield, CA
Jan-Aug 2017 Dispatcher, Pacific Pulmonary Services, Bakersfield, CA

EVANS, RUDOPH

Assistant Coach, Women's Basketball

Salary: \$55,000

Effective: May 22, 2023

Source of Funds: Auxiliary, page 254, line 3

Justification: Replacement for Arielle Wideman, who resigned (\$50,000)

Education:

2018 M.S. Organizational Leadership, Lourdes University, Sylvania, OH
2011 B.A. Educational Studies, Berea College, Berea, KY

Employment:

2022-2023 Assistant Coach, Women's Basketball, Marshall University, Huntington, WV
2021-2022 Director of Basketball Operations, Marshall University, Huntington, WV
2020-2021 Assistant Coach, Men's Basketball, Notre Dame College, South Euclid, OH
2019-2020 Assistant Coach, Men's Basketball, Urbana University, Urbana, OH
2016-2017 Assistant Coach, Men's Basketball, Lourdes University, Sylvania, OH
2013-2014 Men's Assistant Basketball Coach, Berea College, Berea, KY

HALL, TAYLOR

Assistant Director of Athletics, Compliance

Salary: \$110,000

Effective: June 19, 2023

Source of Funds: Auxiliary, page 243, line 1 (\$84,211), plus unbudgeted revenue (\$25,789)

Justification: Replacement for Joshua Duame, who resigned (\$84,211), increase in salary due to experience with NCAA

Education:

2017 J.D. Charleston School of Law, Charleston, S.C.

2014 B.A. Political Science, University of Georgia, Athens, GA

Employment:

2022-Present Assistant AD for Compliance and Name, Image, Likeness Initiatives, University of Alabama, Tuscaloosa, AL

2019-2022 Adjunct Professor, University of Alabama College Education, Tuscaloosa, AL

2017-2018 Assistant Athletic Director for Compliance, Montana State University, Bozeman, MT

2015-2017 Compliance Coordinator, The Citadel, Charleston, SC

HAYNES, JORDAN

Fiscal Support Manager, Treasurer

Salary: \$45,000

Effective: June 26, 2023

Source of Funds: Education and General, page 8, line 7

Justification: Replacement for Kimla Parker, who transferred to another position (\$45,000)

Education:

2023 B.S. Business Finance, Williams Baptist University, Walnut Ridge AR

Employment:

2020-Present Work-Study Student, Williams Baptist University, Walnut Ridge, AR

2021-Present Accounts Payable Assistant, Cox Implements, Hoxie, AR

HOFFSIS, GLEN

Dean of Veterinary Medicine, College of Veterinary Medicine

Salary: \$300,000

Effective: June 1, 2023

Source of Funds: University Reserves

Justification: New position to lead the new College of Veterinary Medicine

Education:

1969 M.S. Internal Medicine, Ohio State University, Columbus, OH
1966 D.V.M. Veterinary Medicine, Ohio State University, Columbus, OH
1966 B.S. Animal Science, Ohio State University, Columbus, OH

Employment:

2016-2020 Special Assistant to the President, College of Veterinary Medicine, Lincoln Memorial University, Harrogate, TN
2013-2016 Dean and Vice President, College of Veterinary Medicine, Lincoln Memorial University, Harrogate, TN
2006-2013 Dean, College of Veterinary Medicine, University of Florida, Gainesville, FL

LAMA, SUJAY

Head Coach, Women's Tennis

Salary: \$75,000

Effective: September 1, 2023-June 30, 2026

Source of Funds: Auxiliary, page 255, line 1

Justification: Replacement for German Dalmagro Mengual, who resigned (\$75,000)

Education:

1992 B.A. Public Communications/Political Science, Luther College, Decorah, IA

Employment:

2006-2023 Head Coach, Women's Tennis, University of North Texas, Denton, TX

LEWIS, ODAINE

Assistant Coach, Men's Track

Salary: \$30,600

Effective: August 1, 2023

Source of Funds: Auxiliary, page 250, line 5 and page 249, line 5

Justification: Replacement for William Williams, who is no longer employed (\$30,600)

Education:

2020 B.S. Human Sciences, Texas Tech University, Lubbock, TX

2017 A.A. Associate, Iowa Central Community College, Fort Dodge, IA

Employment:

2022-Present Assistant Coach, Harding University, Searcy, AR

2020-2021 Case Manager, Saint Francis Ministries, Lubbock, TX

MAY, CARLISA

Assistant Coach, Women’s Volleyball

Salary: \$45,000

Effective: June 21, 2023

Source of Funds: Auxiliary, page 253, line 2

Justification: Replacement for Alicia Roth, who resigned (\$45,000)

Education:

2021 M.S. Sports and Fitness Administration, University of Houston, Houston, TX

2019 B.S. General Studies, Arkansas State University

Employment:

2022-Present Assistant Coach, University of Texas at Arlington, Arlington, TX

July-Dec 2021 Interim Assistant Coach, University of Houston, Houston, TX

2020-2021 Graduate Assistant, University of Houston, Houston, TX

2019-2020 Head Coach, Performance Volleyball Academy, Kansas City, MO

MCCLURE, MEGAN

Assistant Coach, Women’s Soccer

Salary: \$31,400

Effective: July 6, 2023

Source of Funds: Auxiliary, page 251, line 4

Justification: Replacement for Kelsey Dossey, who resigned (\$30,000)

Education:

2021 B.S. Interdisciplinary Studies, Arkansas State University

Employment:

2023-Present Customer Service, Krueger Pottery, Brentwood, MO

2022-Present Server, Tapawingo Golf Club, Sunset Hills, MO

MORRIS, CAITLYNN

Athletic Trainer, Sports Medicine

Salary: \$38,000

Effective: June 19, 2023

Source of Funds: Auxiliary, page 244, line 2

Justification: Replacement for Taylor Shann, who resigned (\$38,000)

Education:

2022 M.S. Athletic Training, Eastern Washington University, Cheney, WA

2020 B.S. Exercise Science, Eastern Washington University, Cheney, WA

Employment:

2022-Present Resident Athletic Trainer, University of Texas at San Antonio, San Antonio, TX
2020-2022 Student Athletic Trainer, Eastern Washington University, Cheney, WA
April-June 2021 Student Athletic Trainer, Cheney High School, Cheney, WA

MORRIS, KENNEDY

Academic Advisor, Academic Support Center for Athletes

Salary: \$40,000

Effective: July 5, 2023

Source of Funds: Education and General, page 56, line 4 (\$34,000), plus grant funds (\$6,000)

Justification: Replacement for Tristan Stickle, who transferred to a provisional position (\$36,600)

Education:

2021 B.S. Mathematics, Central College, Pella, IA

Employment:

2022-Present Graduate Teaching Assistant, South Dakota State University, Brookings, SD

2021-Present Business Student Intern, Daktronics, Brookings, SD

2018-2021 Class Deans' Administrative Assistant, Central College, Pella, IA

2018-2022 Clubhouse Server, Des Moines Golf & Country Club, West Des Moines, IA

MURPHY, JAMES

ASU Director Auxiliary Enterprise, First National Bank Arena

Salary: \$55,000

Effective: June 8, 2023

Source of Funds: Education and General, page 216, line 5 (\$41,250) and Auxiliary, page 259, line 5 (\$13,750)

Justification: Replacement for Jarod Matheney, who resigned (\$48,193)

Employment:

2018-April 2023 Director, Breaking Bonds Ministries, Jonesboro, AR

2014-2018 Delivery Driver, J.T. White Lumber, Jonesboro, AR

2012-2014 Instructor, John 3:16 Ministries, Jonesboro, AR

NOLLEY, ANDREW

Academic Advisor, Transition Studies

Salary: \$40,000

Effective: June 19, 2023

Source of Funds: Education and General, page 73, line 6

Justification: Replacement for Danny Vivar, who transferred to another position (\$40,800)

Education:

2010 B.A. English, Lyon College, Batesville, AR

Employment:

2019-Present Teacher, Harrisburg High School, Harrisburg, AR
2016-2019 Tutor and Interim English Teacher, Liberty Bell Middle School, Johnson City, TN
2015-2016 English Teacher, Arkansas High School, Texarkana, AR

ROEDER, TAYLOR

Fiscal Support Supervisor, First National Bank Arena

Salary: \$40,000

Effective: July 10, 2023

Source of Funds: Education and General, page 216, line 12 (\$22,377); Auxiliary, page 259, line 12 (\$7,459); plus salary savings (\$10,164)

Justification: Replacement for Luther Pagan, who resigned (\$30,435); higher salary due to market entry adjustment for this title

Education:

2023 B.A. Sports Management, Williams Baptist University, Walnut Ridge, AR

Employment:

2022-Present Sales Position, Nashcards, Lakeland, TN

THOMAS, DANNIE

Project Program Specialist, Treasurer's Office

Salary: \$46,771

Effective: June 26, 2023

Source of Funds: Education and General, page 8, line 5

Justification: Replacement for Jordan Wilson, who resigned (\$46,771)

Education:

2018 M.B.A. Business Administration, Webster University, St. Louis, MO

2013 M.S. Sports Administration, Arkansas State University

2010 B.S. Sport Management, Arkansas State University

Employment:

2021-Present Insurance Adjuster-Remote Position, The Best Claims, Phoenix, AZ

Mar-Sept 2021 Relief Operator, Nestle, Jonesboro, AR

2020-2021 Inventory Specialist, DISH Satellite, Inc., Jonesboro, AR

2018-2020 Human Resources Manager, Riceland, Jonesboro, AR

2017-2018 Human Resources Assistant, Riceland, Jonesboro, AR

2014-2017 Sanitation, Riceland, Jonesboro, AR

TRAYWICK, PEYTON

Assistant Coach, Baseball

Salary: \$31,212

Effective: July 17, 2023

Source of Funds: Auxiliary, page 248, line 2

Justification: Replacement for Alan Dunn, who resigned (\$31,212)

Education:

2023 M.S. Sports Administration, Arkansas State University

2020 B.S. Business Administration, University of Central Arkansas, Conway, AR

Employment:

2022-Present Pitching Coach/Recruiter, Baseball, College of Central Florida, Ocala, FL

2020-2022 Associate Head Coach, Baseball, Paul D. Camp Community College, Franklin, VA

2019-2020 Minor League Affiliate Player Development Assistant, Tampa Bay Rays, St. Petersburg, FL

2019-2022 Director of Operations, Global Sports Metrics, Little Rock, AR

2018-2019 Student Assistant Coach, University of Central Arkansas, Conway, AR

2017-2020 Scouting Director, Evolution Metrix, Little Rock, AR

TUCKER, DAWN

Coordinator ASU Community College, Professional Education Programs

Salary: \$60,000

Effective: June 16, 2023

Source of Funds: Education and General, page 157, line 2

Justification: Replacement for Alisha Shanta Williams, who is no longer employed (\$61,200)

Education:

1989 M.A. Speech Communication, Arkansas State University

1987 B.S. Education, Arkansas State University

Employment:

2005-Present Debate, Communication, Theater Educator, Jonesboro Public Schools, Jonesboro, AR

2019-Present Adjunct Faculty, Arkansas State University

WAGNER, ANN

Director, Bradbury Art Museum

Salary: \$60,000

Effective: July 1, 2023

Source of Funds: Education and General, page 125, line 1, plus salary savings (\$7,878)

Justification: Replacement for Garry Holstein, who resigned (\$52,122); higher salary due to experience

Education:

2006 Ph.D. Art History, University of Maryland, College Park, MD
1987 M.A. Art History, Boston University, Boston, MA
1985 B.A. Art History, George Washington University, Washington, D.C.

Employment:

2021-Present Independent Curator, APW Art Curating, Little Rock, AR
2012-2021 Curator of Drawings, Arkansas Museum of Fine Arts, Little Rock, AR

**ARKANSAS STATE UNIVERSITY (A-STATE)
NON-ACADEMIC REASSIGNMENTS
September 15, 2023**

DEBERRY, JAMES

From: Development/Advancement Specialist, Athletic Advancement
To: Assistant Director of Development, Athletic Administration
Effective: July 16, 2023
Salary: \$38,000
Source of Funds: Auxiliary, page 241, line 5
Justification: Replacement for Zachary Patterson, who resigned (\$40,000)

ENNIS, ERIC

From: Head Athletic Trainer, Sports Medicine
To: Assistant Director of Athletics, Athletic Administration
Effective: July 1, 2023
Salary: \$78,122
Source of Funds: Auxiliary, page 241, line 6
Justification: Replacement for Ron Carroll, who transferred to a part-time position (\$78,122)

LINGENFELTER, AKURI

From: Academic Advisor, Admissions
To: Academic Counselor, A-State Online Operations
Salary: \$40,000
Effective: July 1 2023
Source of Funds: Education and General, page 66, line 23
Justification: New position in FY24 Budget

ARKANSAS STATE UNIVERSITY (A-STATE)
Contract Revisions
September 15, 2023

CONKLIN, JOSHUA

Assistant Football Coach

Salary: \$130,000

Effective: March 13, 2023-January 15, 2025

HARLEY, ROB

Defensive Coordinator, Football

Salary: \$260,000

Effective: July 1, 2023-January 15, 2025

PURINTON, JEFF

Vice Chancellor Athletics

Salary: \$400,000

Effective: July 1, 2023-June 30, 2028

ARKANSAS STATE UNIVERSITY-BEEBE
ACADEMIC APPOINTMENTS
September 15, 2023

BELL, BLAKE

Instructor of History

Salary: \$38,425 (9-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 15, line 5

Justification: Vacant position in FY24 Budget (\$48,125)

Education:

2009 M.A. History, Western Illinois University, Macomb, IL

2003 B.A. Psychology, University of Northern Iowa, Cedar Falls, IA

1999 A.A. Liberal Arts, Southeastern Community College, West Burlington, IA

Employment:

2017-2023 History Instructor, Southeastern Community College, West Burlington, IA

2020-2023 Lead Academic Consultant, Southeastern Community College, West Burlington, IA

2010-2015 Historian, National Park Service, Beatrice, NE

BROWNFIELD, TONYA

Instructor of Nursing

Salary: \$51,233 (12-month)

Effective: July 17, 2023

Source of Funds: Education and General, page 86, line 1

Justification: Vacant position in FY24 Budget (\$51,233)

Education:

2015 B.S.N. Nursing, Arkansas Tech University, Russellville, AR

2012 A.A.S.N. Nursing, Arkansas State University

Employment:

2019-2023 Registered Nurse, UAMS, Little Rock, AR

2017-2019 Case Management Nurse, UAMS, Little Rock, AR

2016-2016 Registered Nurse, Aya Healthcare, San Diego, CA

2015-2016 Director of Nursing, North Metro Medical Center, Jacksonville, AR

2014-2015 Registered Nurse, North Metro Medical Center, Jacksonville, AR

DIFLORIO, TONY

Instructor of Agriculture Equipment Technology

Salary: \$42,694 (10-month)
Effective: August 1, 2023
Source of Funds: Education and General, page 41, line 3
Justification: Vacant position in FY24 Budget (\$42,694)

Education:

2020 B.S. Business, Southern New Hampshire University, Manchester, NH
2010 T.C. Diesel Technology, Pulaski Technical College, North Little Rock, AR

Employment:

2021-2023 Cold Header Tech, Sig Sauer, Jacksonville, AR
2019-2021 Foreman, Doggett Freightliner, North Little Rock, AR
2013-2019 Service Writer/Mechanic, Tri State Truck Center, North Little Rock, AR

FELLING, KYLE

Assistant Professor of Chemistry

Salary: \$48,125 (9-month)
Effective: August 16, 2023
Source of Funds: Education and General, page 24, line 3
Justification: Vacant position in FY24 Budget (\$50,531)

Education:

2002 Ph.D. Chemistry, University of Texas, Austin, TX
1999 B.A. Chemistry, Hendrix College, Conway, AR

Employment:

2021-2023 Adjunct/Visiting Professor, Hendrix College, Conway, AR
2016-2023 Owner/Laboratory Director, Felling Analytical Services, Greenbrier, AR
2010-2018 Laboratory Manager, Southwestern Energy, Damascus, AR

HUGHES, TRACI

Instructor of Business

Salary: \$38,425 (9-month)
Effective: August 16, 2023
Source of Funds: Education and General, page 35, line 5
Justification: Vacant position in FY24 Budget (\$48,125)

Education:

2003 M.B.A. Business Administration, University of Arkansas at Little Rock, Little Rock, AR
2000 B.B.A. Business Administration, Southern Arkansas University, Magnolia, AR

Employment:

2005-2019 Instructor, Southern Arkansas University, Magnolia, AR

LOVE, ROBERT

Instructor of Nursing

Salary: \$51,233 (12-month)

Effective: July 3, 2023

Source of Funds: Education and General, page 30, line 7

Justification: Vacant position in FY24 Budget (\$51,233)

Education:

2021 B.S. Nursing, Arkansas State University

2018 A.A.S. Nursing, Arkansas State University

2016 A.S. Business, Arkansas State University-Beebe

Employment:

2022-2023 R.N., Arkansas Children's Hospital, Little Rock, AR

2021-2022 R.N., FlexCare Medical Staffing, Roseville, CA

2018-2021 R.N., Unity Hospital, Searcy, AR

2017-2018 Nurse Tech, Unity Hospital, Searcy, AR

THAMES, JEFFREY

Instructor of Choral Music

Salary: \$45,000 (10-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 17, line 4

Justification: Vacant position in FY24 Budget (\$48,125)

Education:

2006 M.M. Music, Texas Tech University, Lubbock, TX

2000 B.A. Music, Texas Tech University, Lubbock, TX

Employment:

2021-2023 Music/Choral Teacher, Bridgeport Elementary, Hamilton, OH

2014-2020 Head Choral Director, O'Connor High School, Helotes, TX

2012-2014 Head Choral Director, Tivy High School, Kerrville, TX

**ARKANSAS STATE UNIVERSITY-BEEBE
ACADEMIC REASSIGNMENT
September 15, 2023**

HART, TARA

From: Advanced Instructor of Veterinary Technology
To: Interim Director of Veterinary Technology/Advanced Instructor
Salary: \$55,000 (12-month rate)
Effective: August 1, 2023
Source of Funds: Education and General, page 32, line 2
Justification: Replacement for Kristie Coley, who resigned (\$122,001)

**ARKANSAS STATE UNIVERSITY-BEEBE
NON-ACADEMIC APPOINTMENTS
September 15, 2023**

CARRERA, YOEL

Research Analyst

Salary: \$40,000

Effective: July 3, 2023

Source of Funds: Education and General, page 72, line 1

Justification: Replacement for Katie Brown, who was reassigned (\$43,697)

Education:

2022 A.A.S. Computer Systems and Networking, Arkansas State University-Beebe

Employment:

2022-2023 Part-time ITS Help Desk, ASU-Beebe

2020-2022 Maintenance/Remodeling Team, Judsonia Housing Authority, Searcy, AR

2018-2020 Store Manager, Gold 'N Treasures, Searcy, AR

2017-2018 Overnight Stocker, Walmart, Searcy, AR

2009-2017 Front Manager, Gold 'N Treasures, Searcy, AR

DROBECK, KAREN

Director of Workforce & Community Development

Salary: \$64,000

Effective: August 1, 2023

Source of Funds: Education and General, page 49, line 1, plus salary savings (\$2,000)

Justification: Vacant position in FY24 Budget (\$62,000)

Education:

2008 B.P.S. Professional Studies, University of Memphis, Memphis, TN

Employment:

2023-2023 Sales Account Manager, Creative Resources Agency, Hopkins, MN

2022-2023 Workforce Training Coordinator, ASU-Beebe

2016-2021 Territory Sales Representative, Barrett & Associates Regent Holding Companies,
Memphis, TN

2015-2016 Specialty Account Associate, Creative Co-Op, Memphis, TN

2014-2015 Key Account Manager, Creative Co-Op, Memphis, TN

MODICA, JOHN

Student Records Systems Programmer

Salary: \$36,000

Effective: August 1, 2023

Source of Funds: Education and General, page 55, line 4

Justification: Vacant position in FY24 Budget (\$37,800)

Education:

2023 B.S. Computer Science, Arkansas Tech University, Russellville, AR

2022 A.A.S. Information Technology, Arkansas Tech University, Russellville, AR

2022 A.G.S. General Studies, Arkansas Tech University, Russellville, AR

Employment:

2021-2021 Remodeler/Merchandiser, Anderson Merchandisers, Cabot, AR

**ARKANSAS STATE UNIVERSITY-BEEBE
NON-ACADEMIC REASSIGNMENTS
September 15, 2023**

SCOTT, JOSEPH

From: Director of Allied Health/Assistant Professor of Biology
To: Dean of Math and Science/Assistant Professor of Biology
Salary: \$80,000
Effective: June 1, 2023
Source of Funds: Education and General, page 21, line 5
Justification: Vacant position in FY24 Budget (\$80,000)

TUCKER, TONYA

From: Associate Registrar
To: Registrar
Salary: \$60,000
Effective: June 16, 2023
Source of Funds: Education and General, page 55, line 5
Justification: Replacement for April Martin, who resigned (\$64,260)

**ARKANSAS STATE UNIVERSITY-MOUNTAIN HOME
ACADEMIC APPOINTMENT
September 15, 2023**

WILLIAMS, ANTHONY

Welding Instructor

Salary: \$52,000 (10-month)

Effective: August 1, 2023

Source of Funds: Education and General, page 64, line 2 (\$48,410), plus Supplies and Services (\$3,590)

Justification: Vacant position in FY24 Budget (\$48,410)

Education:

2015 A.A. Welding, Wichita Area Technical College, Wichita, KS

Employment:

2016-present Welding Instructor, Wichita State University, Wichita, KS

2013-2017 Production Manager, Unruh Fabrication Inc., Sedgwick, KS

ARKANSAS STATE UNIVERSITY-NEWPORT
ACADEMIC APPOINTMENTS
September 15, 2023

MILLER, RYAN

Instructor of Welding

Salary: \$65,000 (12-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 39, line 4; plus salary savings (\$10,000)

Justification: Vacant position in FY24 Budget (\$55,000)

Education:

2009 B.A. Letters, Arts, and Sciences, Penn State University, DuBois, PA

Employment:

2014-present Manager, Welding, Trinity Industries, Jonesboro AR

2012-2014 Repair Lead-man, Rescar, Inc., DuBois, PA

MOODY, MICHAEL

Instructor of Criminology

Salary: \$45,000 (9-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 48, line 1

Justification: Replacement for Amy Plaster, who resigned (\$45,000)

Education:

2020 M.S. Justice Administration, University of the Cumberlands, Williamsburg, KY

2019 B.S. Criminal Justice, Williams Baptist University, Walnut Ridge, AR

Employment

2021-present Adjunct Instructor, Ozarka College, Melbourne, AR

2010-present Investigator/Sergeant, Independence County Sheriff's Department, Batesville, AR

2014-2016 Financial Representative, Modern Woodmen of America, Batesville, AR

VIRGIES, DAYSHA

Instructor of Esthetics/Cosmetology

Salary: \$47,000 (12-month)

Effective: August 16, 2023

Source of Funds: Education and General, page 45, line 3; unanticipated revenue from program growth (\$47,000)

Justification: New position added, due to enrolling a new cohort of students into the Cosmetology Program

Education:

2023 T.C. Cosmetology Instructor Program, Arkansas State University Newport-Marked Tree
2019 C.P. Esthetics Program, Arkansas State University Newport-Marked Tree

Employment:

2022-Present Licensed Esthetician, Fizz Facial Bar, Jonesboro, AR
2018-2020 Customer Service Cashier/Stockler, Kirkland's, Jonesboro, AR
2016-2018 Customer Service Associate, Teletch, Jonesboro, AR
2014-2015 Customer Service Cashier, Burlington, Jonesboro, AR

**ARKANSAS STATE UNIVERSITY MID-SOUTH
ACADEMIC APPOINTMENTS
September 15, 2023**

GLEASON, DANIKA

Instructor, Aviation Maintenance Technology

Salary: \$55,000 (12-month)

Effective: July 17, 2023

Source of Funds: Education and General, page 15

Justification: Replacement for Paul Cierzniewski, who resigned (\$55,000)

Education:

2023 A.A.S. Aviation Maintenance Technology, Arkansas State University Mid-South
2023 T.C. Aviation Airframe Maintenance & Aviation Airframe Powerplant, Arkansas State University Mid-South
2021 C.P. General Aviation Maintenance Technology, Arkansas State University Mid-South

Employment:

2021-2023 Assistant Store Manager, Dollar General, Weiner, AR
2019-2020 CNA, Chan Heart Rhythm Institute, Mesa, AZ
2017-2018 CNA, Home Instead Senior Care, New Bern, NC
2010-2016 Aviation Mechanic, U.S. Marine Corps, Cherry Point, NC

MANUAL, TYSIA

Instructor, Physical Education

Salary: \$39,000 (10-month)

Effective: August 14, 2023

Source of Funds: Education and General, page 14

Justification: Replacement for Addie Lees, who resigned (\$39,015)

Education:

2021 M.S. Health Sports Studies, Texas A&M-Commerce, Commerce, TX
2015 B.S. Recreation Administration, Oral Roberts University, Tulsa, OK

Employment:

2021-2023 Assistant Women's Basketball Coach, Rogers State University, Claremore, OK
2019-2021 Assistant Women's Basketball Coach, Texas A&M University-Commerce, Commerce, TX
2017-2019 Assistant Women's Basketball Coach, Butler Community Collee, El Dorado, KS

**ARKANSAS STATE UNIVERSITY MID-SOUTH
ACADEMIC REASSIGNMENT
September 15, 2023**

HASTINS, CODY

From: Success Coach
To: Instructor, College Success
Effective: August 14, 2023
Salary: \$39,000 (10-month)
Source of Funds: Education and General, page 13, salary savings (\$39,000)
Justification: New position created to institutionalize the First-Year Experience, Strategies for Success, and Career Prep courses created by the Title III PBI grant

**ARKANSAS STATE UNIVERSITY MID-SOUTH
NON-ACADEMIC REASSIGNMENT
September 15, 2023**

NEBO, JAIMIE

From: Director of Career Pathways
To: Dean of Enrollment Management
Effective: August 14, 2023
Salary: \$67,500
Source of Funds Education and General, page 27 (\$67,500 in FY24 Budget)
Justification: Replacement for John Easley, who resigned (\$66,300)

**ARKANSAS STATE UNIVERSITY THREE RIVERS
ACADEMIC APPOINTMENTS
September 15, 2023**

CLARK, TOMMY

Business Instructor

Salary: \$47,700 (9-month)

Effective: August 14, 2023

Source of Funds: Education and General, nine-month academic positions, page 79

Justification: Replacement for Tony Hunnicutt, who resigned (\$57,287)

Education:

2017 M.B.A Business Administration, Southern Arkansas University, Magnolia, AR

Employment:

2018-Present Professor of Business & Supply Chain Management, Southeast Arkansas College, Pine Bluff, AR

FRANK, CARL

Computer Information Systems Instructor

Salary: \$67,720 (9-month)

Effective: July 17, 2023

Source of Funds: Education and General, nine-month academic positions, page 78, plus salary savings (\$22,720)

Justification: Vacant position in FY24 Budget (\$45,000); higher salary due to professional experience

Education:

1989 M.S. Education, Henderson State University

Employment:

1995-Present Instructor of Computer Science, Arkansas School for Mathematics, Sciences, and the Arts, Hot Springs National Park, AR

COSTON, KATHERINE

Health Sciences Instructor

Salary: \$ 53,732 (12-month)

Effective: July 3, 2023

Source of Funds: Education and General, twelve-month academic positions, page 78,

Justification: Replacement for Jennifer Clay, who resigned (\$53,128)

Education:

2009 A.A.S. Nursing, Arkansas State University Three Rivers

Employment:

2021-Present Department Manager, The Springs Hillcrest, Prescott, AR

MCCRARY, LEAH

Health Sciences Instructor

Salary: \$48,665 (12-month)

Effective: June 1, 2023

Source of funds: Education and General, twelve-month academic positions, page 78

Justification: Replacement for Erica King, who resigned (\$56,663)

Education:

2014 A.A.S. Nursing, Crowder College, Neosho, Missouri

Employment:

2021-Present Travel Nurse, Source Medical Staffing and Aureus Medical Group, Omaha, NE

**ARKANSAS STATE UNIVERSITY THREE RIVERS
NON-ACADEMIC APPOINTMENT
September 15, 2023**

ROBINETTE, ALAN

Director of Library

Salary: \$60,000 (12-month)

Effective: July 31, 2023

Source of funds: Education and General, twelve-month academic positions, page 78,

Justification: Replacement for Irene Girgente, who resigned (\$61,384)

Education:

2021 M.L.S. Library and Information Sciences, Emporia State University, Emporia, KS

Employment:

2021-Present Community Librarian, Bob Herzfeld Memorial Library, Benton, AR

**HENDERSON STATE UNIVERSITY
ACADEMIC APPOINTMENTS
September 15, 2023**

HASLEY, LEAH

Instructor, Management

Effective: August 16, 2023

Salary: \$70,000 (9-month)

Source of Funds: Education and General

Justification: Replacement for Jane Adams, who resigned (\$82,450)

Education:

2014 M.A. Business Administration, Henderson State University

1986 B.S. Business Administration and Management, Henderson State University

Employment:

2018-Present Part-time Instructor, Henderson State University

2017-Present Executive Director, Southwest Arkansas Regional Intermodal Authority, Hot Springs, AR

2009-2018 Center Director/Business Consultant, Arkansas Small Business and Technology
Development Center, Jonesboro, AR

HENRY, KARSON

Assistant Professor, Nursing

Effective: August 16, 2023

Salary: \$60,000 (9-month)

Source of Funds: Education and General

Justification: Replacement for Ashley Simmons, who resigned (\$63,000)

Education:

2021 Ed.D. Nursing, Henderson State University

2021 M.A. Nursing, Henderson State University

2017 B.S. Nursing, Henderson State University

Employment:

2022-Present Advanced Practice Registered Nurse, Sherwood, AR/Baptist Urgent Care, Jacksonville, AR

2021-2022 Faculty, National Park Community College, Hot Springs, AR

2021-2022 Licensed Practical Nurse Clinical Instructor, ASU Three Rivers

2020-2021 Registered Nurse Clinical Instructor, National Park Community College, Hot Springs, AR

2019-2022 Registered Nurse BSN, Charge Nurse, Saline Memorial Hospital, Benton, AR

2017-2019 Registered Nurse BSN, Rivendell Behavioral Health Services, Benton, AR

2017-2019 Registered Nurse BSN, Weekend Supervisor, Sheridan Healthcare and Rehab, Sheridan, AR

2016-2017 Licensed Practical Nurse, Supervisor, Sheridan Healthcare and Rehab, Sheridan, AR

MALCOM, KELLY

Assistant Professor, Nursing

Effective: August 16, 2023

Salary: \$60,000 (9-month)

Source of Funds: Education and General

Justification: Replacement for Tammie Townsend, who resigned (\$57,487)

Education:

2018 M.N.S. Nursing, University of Arkansas for Medical Sciences, Little Rock, AR

2015 B.S. Nursing, Henderson State University

Employment:

2020-Present Advanced Practice Registered Nurse, Conway Counseling and Wellness Center, Conway, AR

2020-2021 Advanced Practice Registered Nurse, Forefront Telecare, Trenton, NJ

2018-2020 Advanced Practice Registered Nurse, Ouachita Behavioral Health and Wellness, Arkadelphia, AR

2015-2018 Registered Nurse, University of Arkansas for Medical Sciences, Little Rock, AR

2014-2016 Licensed Practical Nurse/Registered Nurse, Central Arkansas Urgent Care, Little Rock, AR

SERVISS, BRETT

Associate Professor, Applied Professional Science and Technology

Effective: August 16, 2023

Salary: \$70,000 (9-month)

Source of Funds: Education and General, plus Foundation funds (\$32,191)

Justification: Vacant position (Langley) in FY24 Budget (\$37,809)

Education:

2001 Ph.D. Biological Science, Mississippi State University, Starkville, MS

1998 M.S. Weed Science, Mississippi State University, Starkville, MS

1996 B.S. Biological Science, Cameron University, Lawton, OK

Employment:

Jan-May 2023 Part-time Instructor, Henderson State University

2022-Present Science Instructor, Arkadelphia High School, Arkadelphia, AR

2017-2022 Department Chair, Biological Sciences, Henderson State University

2016-2022 Faculty Assessment Coordinator, Henderson State University

2011-2022 Professor of Biology, Henderson State University

WOOD, LEAH

Assistant Professor, Master of Science in Nursing

Effective: August 16, 2023

Salary: \$75,000 (9-month)

Source of Funds: Education and General

Justification: Replacement for Kimberly Hill, who resigned (\$97,000)

Education:

2018 Ph.D. Nursing Practice, Texas Woman's University, Dallas, TX

2003 M.S. Nursing, Baylor University, Dallas, TX

1992 B.S. Nursing, Henderson State University

Employment:

2021-Present Family Nurse Practitioner, Inovalon Health, Garland County, AR

2020-Present Family Nurse Practitioner, Signify Health, Irving, TX

2021-2023 Assistant Professor, Henderson State University

Jan-Dec 2020 Adjunct Faculty, Henderson State University

2018-2020 Assistant Professor of Nursing, University of Central Arkansas, Conway, AR

2018-2019 Family Nurse Practitioner, Logistics Health Incorporated, La Crosse, WI

Jan-April 2018 Family Nurse Practitioner, Texas Digestive Disease Consultants, Flower Mound, TX

2009-2017 Family Nurse Practitioner, Baylor Scott and White Medical Center, Grapevine, TX

**HENDERSON STATE UNIVERSITY
ACADEMIC REASSIGNMENTS
September 15, 2023**

CARTER, STEVEN

From: Professor, Arts and Humanities
To: Professor, Honors College
Salary: \$60,000 (9-month)
Effective: August 16, 2023
Source of Funds: Education and General, plus Foundation funds (\$12,000)
Justification: Vacant position in FY24 Budget (\$48,000)

UNRUH, CHRISTOPHER

From: Instructor, Aviation
To: Assistant Chief Flight Instructor, Applied Professional Science and Technology
Salary: \$70,000 (12-month)
Effective: June 1, 2023
Source of Funds: Education and General
Justification: Vacant position (Dennis) in FY24 Budget (\$72,750)

**HENDERSON STATE UNIVERSITY
NON-ACADEMIC APPOINTMENTS
September 15, 2023**

FLOWERS, ERIC

Assistant Vice Chancellor, Student Success and Strategic Initiative

Effective: July 17, 2023

Salary: \$140,000

Source of Funds: Education and General

Justification: Vacant position (Laird) in FY24 Budget (\$125,000)

Education:

2015 Ed.D. Higher Education Leadership, University of Arkansas at Little Rock, Little Rock, AR

2007 M.S. College Student Personnel, Arkansas Tech University, Russellville, AR

2000 B.S. Biological Science, Southern Arkansas University, Magnolia, AR

Employment:

2022-Present Senior Director, Higher Education EAB, Washington, D.C.

2019-2021 Chief Opportunity Officer, Arkansas Department of Education, Little Rock, AR

2018-2021 Educational Researcher, Arkansas Department of Education, Little Rock, AR

2017-2018 Assistant Vice President for Student Affairs/Dean of Students, Henderson State University

2014-2016 Director of Student Affairs, University of Arkansas for Medical Sciences, Little Rock, AR

2012-2015 Founding Public Health Practice Coordinator, University of Arkansas for Medical Sciences, Little Rock, AR

POLETE VASCONSELOS, MIRELA

Assistant Coach, Volleyball

Effective: July 1, 2023

Salary: \$29,751

Source of Funds: Auxiliary

Justification: Vacant position (Gold) in FY24 Budget (\$29,751)

Education:

2021 M.S. Health and Education, Universidad de Ribeirao Preto, Ribeirao Preto, Sao Paulo, Brazil

2019 B.S. Physical Education, Universidad de Ribeirao Preto, Ribeirao Preto, Sao Paulo, Brazil

2015 A.A. Associate of Arts, Indian Hill Community College, Ottumwa, IA

Employment:

2021-Present Graduate Assistant Volleyball Coach, Henderson State

2022-Present Head Coach, Diamond Volley Club, Hot Springs, AR

2016-2020 Fitness Instructor and Personal Trainer, Esporte & Cia, Ribeirao Preto, Sao Paulo, Brazil

WAGNER, WILLIAM

Assistant Coach, Football

Effective: June 26, 2023

Salary: \$48,500

Source of Funds: Auxiliary

Justification: Replacement for Tevin Lakes, who resigned (\$48,500)

Education:

1996 B.S. Exercise Science, Hardin-Simmons University, Abilene, TX

2000 M.S. Health and Physical Education, Northwest Missouri State University, Maryville, MO

Employment:

2020-2023 Outside Linebacker/Pass Game Coach and Special Teams Coordinator, West Texas A&M University, Canyon, TX

2019 Defensive Analyst, Football, Abilene Christian University, Abilene, TX

2011-2018 Head Coach, Football, Angelo State University, San Angelo, TX