

## ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

The Administrative Policy and Procedure Manual is a publication of Sul Ross State University which describes the policies and procedures governing the operation of the university. The APM is designed to reflect the executive management of SRSU in accordance with the Texas Higher Education Coordinating Board; [Rules and Regulations, The Texas State University System](#); and local, state and federal law, as applicable. SRSU employees are expected to be familiar with and follow the policies and procedures outlined in the APM in the performance of their duties and responsibilities. Revisions to the manual are ongoing, and the date of the most recent update is indicated after the links to each of the sections. Although the policies are current at the time of publication, the University reserves the right to change its policies and procedures at any time without formal notice. In the unlikely event of a conflict between the APM and the Board of Regents Rules and Regulations, the BOR has precedence. Comments, questions, and revisions may be submitted to the Office of the President.

Chapter 1: History, Mission, General Organization and Governance

- [01: History of Sul Ross State University](#)
- [05: TSUS Board of Regents](#)

Chapter 2: General University Policies, Procedures and Information

- [01: Use of University Property](#)
- [05: Tobacco Free Policy](#)
- [13: Release of News and Information](#)
- [24: Public Records Requests](#)
- [25: Children at Work](#)
- [33: Firearms on Campus](#)

Chapter 3: Business Affairs and Services

Chapter 4: Student Affairs and Services

Chapter 5: Employment and Employee Policies and Procedures

- [05: Grievance Procedure for Staff Employees](#)
- [08: State Liability for Conduct of State Employees](#)
- [09: Sexual Harassment Policy](#)
- [10: Policy on Alcohol and Drug Abuse Prevention](#)
- [11: Employee Assistance Program](#)
- [13: Performance Planning and Appraisal Policy](#)
- [14: Staff Development Policy](#)
- [16: Disciplinary Actions Policy and Procedures](#)
- [17: Disabilities Accommodation Policy for Employment](#)
- [19: Energy Conservation Days Policy](#)
- [23: Moving Expenses Policy](#)
- [24: Outside Employment Policy](#)

Chapter 6: Rio Grande College has now been incorporated into the APM in the chapters relevant to each section.

Chapter 7: Data and Security Management Policies

- [01: Information Security Policy](#)
- [04: Appropriate Use of Information Technology Resources](#)

<https://www.sulross.edu/about/administration/university-policies/apm/>

### ADMINISTRATIVE POLICY AND PROCEDURE MANUAL Acknowledgement Statement

I understand it is my responsibility to review all University policies and procedures.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **SUL ROSS STATE UNIVERSITY**

*A Member of the Texas State University System*

## **SRSU Policy: Use of University Property**

**SRSU Policy ID: APM 2.01**

**Policy Reviewed by: Director of Accounting Services**

**Approval Authority: VP for Finance and Operations**

**Approval Date: May 1, 2012**

**Next Review Date: May 1, 2017**

The purpose of this administrative policy statement is to provide a policy context for the promulgation and implementation of guidelines and procedures relating to the use of University property. The following definitions shall apply in the interpretation of this policy:

"University Employee(s)" shall mean any employee, full or part-time, who is engaged by the University with assigned duties and responsibilities whether as administrative staff, classified or unclassified staff, faculty members including all academic staff and teaching personnel, or student employees.

"University Group" shall mean a registered student, faculty and/or staff group or organization; an academic school, department or program; a University committee or Faculty Assembly council; or an auxiliary enterprise.

"Non-University Group" shall mean an organization or group that is not included in the terms "University Group."

"Sponsoring Organization" shall mean a University group which invites an outside group to use University property and thereby assumes responsibility and liability as outlined in 2.03.

### **A. Use of Official Stationery, Supplies, Equipment, or Personnel Services**

No University employee engaged in outside remunerative activities shall use, in connection therewith, the official stationery, supplies, equipment, or personnel services of the University. Further, no University employee shall accept pay from private persons or corporations for tests, essay, chemical analysis, computer programming, bacteriological examinations, or other work of a routine character which involves the use of property owned by the University.

### **B. Use of University Property**

1. University Groups - University property, including equipment and furnishings is for the primary use of the University community including

# **SUL ROSS STATE UNIVERSITY**

*A Member of the Texas State University System*

recognized student, faculty, and staff organizations. Use by University groups is given priority over use by non-University groups.

2. Non-University Groups - It is University policy to consider requests by outside groups for use of University property to the extent that such use does not interfere or conflict with normal University usage of such property, and provided the proposed activity or program serves a public purpose of the University. This category includes, but is not limited to, the following groups:
  - a. State and federal agencies,
  - b. City of Alpine Del Rio, Eagle Pass, Uvalde and its tax-supported agencies,
  - c. Public schools and educational organizations,
  - d. Professional or semi-professional organizations which have interests related to the work of the University such as ranching, farming, science, charity, philanthropy, government, or research,
  - e. Non-University groups who have been invited by a University group who shall serve as the sponsoring organization.
3. Private Use - Incidental personal use of university owned telephones, faxes, Internet, or e-mail is permitted if it does not cause additional costs to the University (including long distance charges), does not interfere with the completion of university responsibilities, or does not result in equipment damage. Otherwise, University property is not available for use by individuals for private purposes at any time.
4. The use of University property is not ordinarily authorized for the purposes and groups listed below although requests shall be considered on their merits by the President or his/her designee, taking into consideration the particular circumstances which impel the request.
  - a. Promotional groups, commercial, or otherwise,
  - b. Activities where admission is charged or where money is otherwise raised, including theatrical and other types of entertainment, except in cases where profits are for charitable purposes and in cases where other facilities in the community are

# **SUL ROSS STATE UNIVERSITY**

*A Member of the Texas State University System*

inadequate or unavailable,

5. Borderline cases, or cases not covered by the classifications listed above, are considered on their merits by the University President or his/her designee.
6. Requests for use of tables and chairs by University or non-University groups should be processed through the Office of Campus Activities (see Appendix A - Equipment Check Out). A limited number of portable P.A. systems are available through the Office of Campus Activities. Rental charges will be assessed non-University groups for the use of this equipment as appropriate.
7. University groups wishing to use audiovisual equipment should file their request with the Media Center located in the Wildenthal Memorial Library.

## **C. Use of Property by Non-University Groups**

1. Any non-University group seeking to use University property must qualify in accord with the guidelines established in section B of this policy.
2. Requests for use of University property by non-University groups or associations should be initiated through the Office of Campus Activities (or in the case of the University Center, the University Center Coordinator). Each request must be signed by the representative of the non-University organization.
3. Requests for use of University property by non-University groups processed by the Office of Campus Activities are to be forwarded to the administrator responsible for the property. The administrator may approve the request or may deny the request, in the event of which the Office of Campus Activities will notify the parties involved of the action.
4. All requests by non-University groups requiring Executive Committee approval should be presented to the Committee at least two weeks prior to the anticipated activity or event.

# **SUL ROSS STATE UNIVERSITY**

*A Member of the Texas State University System*

**SRSU Policy: Tobacco Free Policy**

**SRSU Policy ID: APM 2.05**

**Policy Reviewed by: Executive Assistant to the President**

**Approval Authority: President of the University**

**Approval Date: May 9, 2012**

**Revision Date: February 25, 2014**

**Next Review Date: May 9, 2017**

## **I. General**

- A. Sul Ross State University is committed to maintaining healthy and safe campuses in Alpine, Del Rio, Eagle Pass, and Uvalde.
- B. The primary purpose of this policy is to establish guidelines prohibiting smoking and the use of all tobacco products at the Sul Ross State University campuses. Tobacco products include cigarettes, cigars, pipes, smokeless tobacco, electronic cigarettes, and all other tobacco products.
- C. The university expects all faculty, staff, students, employees of contractors and subcontractors, and visitors to comply with this policy.

## **II. Prohibition of the Use of All Tobacco Products**

- A. The university prohibits smoking and the use of all tobacco products on all university property including:
  - 1. All buildings and vehicles owned, leased, or under the supervision of the university; and
  - 2. All outdoor grounds including athletic and recreational fields, and parking lots under the supervision of the university; and
  - 3. All outdoor stadia and grandstands for athletic and recreational fields.
- B. Artists or actors who participate in authorized performances which require smoking or the use of another tobacco product as part of artistic productions are exempt from this tobacco policy if approved by the Provost and Vice President of Academic and Student Affairs.
- C. Participants in academic research projects involving tobacco products are exempt from this tobacco policy if approved by the Provost and Vice President of Academic and Student Affairs.

# **SUL ROSS STATE UNIVERSITY**

*A Member of the Texas State University System*

## III. Compliance

- A. Offenses shall be dealt with through established administrative/disciplinary policies and procedures.
  - 1. Students who violate this policy will be handled through the disciplinary process set out in the Student Code of Conduct.
  - 2. Employees who violate this policy will be referred to their supervisor and shall be handled through the appropriate employee disciplinary process.
  - 3. Visitors, volunteers, contractors, or other service providers who violate this policy will be asked to leave campus.

## IV. Smoking Cessation Resources

- A. Faculty, staff and students interested in assistance with smoking cessation may contact the Sul Ross State University Student Health Center at 432-837-8102 for information.
- B. Faculty and staff may contact a Human Resources Representative to request information on any employee assistance programs available to university or state employees interested in smoking cessation.

## V. Procedures for Dissemination of Tobacco Policy

- A. New employees will be made aware of the university's tobacco policy during employee orientation. New Students will be informed of the policy during student orientation.
- B. The sponsoring Sul Ross department must both notify and enforce this policy with campus visitors.
- C. Contractors should receive notice from the department soliciting/employing them that the Sul Ross campuses are tobacco-free and that their employees must comply with this policy. Contractors, upon receiving this notification, are expected to notify all employees and subcontractors assigned to work at all Sul Ross State University campuses of the Sul Ross Tobacco Free Policy and enforce compliance.
- D. The university will post tobacco-free or no smoking signs to ensure awareness of the university Tobacco Free Policy at all building and stadia main entrances, in parking areas, and across campus and other university properties.

# **SUL ROSS STATE UNIVERSITY**

*A Member of the Texas State University System*

## **Release of News and Information**

### **APM 2.13 (Revised 4/2012)**

Members of the University community must submit possible news and feature stories concerning University activities and individual accomplishments to the News and Publications Office for release to local and regional media. The News and Publications Office will provide professional assistance to all faculty and staff in the preparation of news releases.

In order to provide timely and well-written news releases, certain deadlines must be met so information can appear in the local and regional media.

- A. Tuesdays at 10 a.m. is the deadline for news to be included in the weekly packet sent to local, area, regional and state media outlets.
- B. In order to provide adequate dissemination of articles concerning meetings, conferences, professional papers, etc., the information should be in the News and Publications Office approximately one week prior to the event.

If there are any questions concerning the facts of a story submitted to the News and Publications Office, the Director of the News and Publications will contact the faculty or staff member involved for clarification.

Sul Ross State University, the Board of Regents, Texas State University System, their respective officers, employees, agents, and assigns explicitly disclaim responsibility and liability for the content of such news and/or information releases and/or for any damage, of whatever kind, arising from the publication thereof. Members of the University community shall be fully and solely responsible for such damage and shall indemnify and hold harmless the University, the Board of Regents, Texas State University System, their respective officers, employees, agents, and assigns for any liability arising from release of such news and information items.

**SUL ROSS STATE UNIVERSITY**  
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

**SRSU Policy: Public Records Policy**

**SRSU Policy ID: APM 2.24**

**Policy Reviewed by: Public Information Coordinator**

**Approval Authority: Office of the President**

**Approval Date: February 20, 2014**

**Next Review Date: February 20, 2019**

***Texas Public Information Act***

The following procedures should be followed according to the Public Information Act.

*Texas Government Code, Chapter 552*, gives you the right to access government records; and an officer for public information and the officer's agent may not ask why you want them. All government information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

**Rights of Requestors**

**You have the right to:**

- Prompt access to information that is not confidential or otherwise protected;
- Receive treatment equal to all other requestors, including accommodation in accordance with the Americans with Disabilities Act (ADA) requirements;
- Receive certain kinds of information without exceptions, like the voting record of public officials, and other information;
- Receive a written itemized statement of estimated charges, when charges will exceed \$40, in advance of work being started and opportunity to modify the request in response to the itemized statement;
- Choose whether to inspect the requested information (most often at no charge), receive copies of the information or both;
- A waiver or reduction of charges if the governmental body determines that access to the information primarily benefits the general public;
- Receive a copy of the communication from the governmental body asking the Office of the Attorney General for a ruling on whether the information can be withheld under one of the accepted exceptions, or if the communication discloses the requested information, a redacted copy;
- Lodge a written complaint about overcharges for public information with the General Services Commission. Complaints of other possible violations may be filed with the county or district attorney of the county where the governmental body, other than a state agency, is located. If the complaint is against the county or district attorney, the complaint must be filed with the Office of the Attorney General.



## **Responsibilities of Governmental Bodies**

All governmental bodies responding to information requests have the responsibility to:

- Establish reasonable procedures for inspecting or copying public information and inform requestors of these procedures;
- Treat all requestors uniformly and shall give to the requestor all reasonable comfort and facility, including accommodation in accordance with ADA requirements;
- Be informed about open records laws and educate employees on the requirements of those laws;
- Inform requestors of the estimated charges greater than \$40 and any changes in the estimates above 20 percent of the original estimate, and confirm that the requestor accepts the charges, or has amended the request, in writing before finalizing the request;
- Inform the requestor if the information cannot be provided promptly and set a date and time to provide it within a reasonable time;
- Request a ruling from the Office of the Attorney General regarding any information the governmental body wishes to withhold, and send a copy of the request for ruling, or a redacted copy, to the requestor;
- Segregate public information from information that may be withheld and provide that public information promptly;
- Make a good faith attempt to inform third parties when their proprietary information is being requested from the governmental body;
- Respond in writing to all written communications from the General Services Commission regarding charges for the information. Respond to the Office of the Attorney General regarding complaints about violations of the Act.

## **Procedures to Obtain Information**

1. Submit a request by mail, fax, email, or in person according to a governmental body's reasonable procedures.
2. Include enough description and detail about the information requested to enable the governmental body to accurately identify and locate the information requested.
3. Cooperate with the governmental body's reasonable efforts to clarify the type or amount of information requested.

### **A. Information to be released**

- You may review it promptly, and if it cannot be produced within ten (10) working days the public information officer will notify you in writing of the reasonable date and time when it will be available.
- Keep all appointments to inspect records and to pick up copies. Failure to keep appointments may result in losing the opportunity to inspect the information at the time requested.

**SUL ROSS STATE UNIVERSITY**  
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

**Cost of Records as designated by the [Texas Administrative Code](#)**

- You must respond to any written estimate of charges within ten (10) days of the date the governmental body sent it or the request is considered automatically withdrawn.
- If estimated costs exceed \$100 (or \$50 if a governmental body has fewer than 16 full time employees) the governmental body may require a bond, prepayment or deposit.
- You may ask the governmental body to determine whether providing the information primarily benefits the general public, resulting in a waiver or reduction of charges.
- Make a timely payment for all mutually agreed charges. A governmental body can demand payment of overdue balances exceeding \$100, or obtain a security deposit, before processing additional requests from you.

**B. Information that may be withheld due to an exception**

- By the tenth (10<sup>th</sup>) business day after a governmental body receives your written request, a governmental body must:
  1. request an Attorney General opinion and state which exceptions apply;
  2. notify the requestor of the referral to the Attorney General; and
  3. notify third parties if the request involves their proprietary information.
- Failure to request an Attorney General opinion and notify the requestor within 10 business days will result in a presumption that the information is open unless there is a compelling reason to withhold it.
- Requestors may send a letter to the Attorney General arguing for release, and may review arguments made by the governmental body. If the arguments disclose the requested information, the requestor may obtain a redacted copy.
- The Attorney General must issue a decision no later than the 45th working day from the day after the attorney general received the request for a decision. The attorney general may request an additional 10 working day extension.
- Governmental bodies may not ask the Attorney General to "reconsider" an opinion.

**To request information from this governmental body, please contact in writing:**

**Sul Ross State University**

**By mail:** Office of the President  
Public Information Coordinator  
Sul Ross State University  
Box C-100  
Alpine, Texas 79832

**By email:** [pubinfo@sulross.edu](mailto:pubinfo@sulross.edu)

**SUL ROSS STATE UNIVERSITY**  
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

**By fax:** 432-837-8334

**In person:** Office of the President  
BAB 200  
East Hwy 90  
Alpine, Texas 79832

For complaints regarding failure to release public information, please contact your local County or District Attorney.

You may also contact the **Office of the Attorney General**, Open Records Hotline, at 512-478-6736 or toll-free at 1-877-673-6839.

For complaints regarding overcharges, please contact the Attorney General Hotline at 512-475-2497.

**If you need special accommodation at SRSU pursuant to the Americans with Disabilities Act (ADA)**, please contact our ADA coordinator for students Ms. Mary Schwartze Grisham at 432-837-8203 and for employees Ms. Karlin DeVoll at 432-837-8652.

# **SUL ROSS STATE UNIVERSITY**

*A Member of the Texas State University System*

**SRSU Policy: Children at Work**

**SRSU Policy ID: APM 2.25**

**Policy Reviewed by: Director of Human Resources**

**Approval Authority: Vice President of Finance and Operations**

**Approval Date: July 01, 2016**

**Next Review Date: July 01, 2021**

Students, faculty and staff employees must have a safe study or work environment which is free of unnecessary distractions and interruptions. It is therefore the policy of the University that dependent children not be cared for in campus facilities and grounds (i.e., offices, classrooms, library, etc.) during normal working or scheduled classroom or activity hours.

Children and other family members or friends may have a reason to stop by the workplace on occasion. Those visits, like personal telephone calls, should be kept brief and to a minimum.

Parents who experience a short term unavoidable change in their childcare plans should consider taking vacation or sick leave if the child is ill.

# SUL ROSS STATE UNIVERSITY

*A Member of the Texas State University System*

## **SRSU Policy: Firearms on Campus**

**SRSU Policy ID: APM 2.33**

**Policy Reviewed by: Executive Cabinet**

**Approval Authority: President**

**Approval Date: May 27, 2016**

**Next Review Date: May 27, 2021**

### I. Policy Statement

Sul Ross State University (University) is committed to providing a safe environment for students, faculty, staff and visitors while respecting the rights of individuals licensed to carry concealed handguns where permitted by law. Licensed individuals may carry licensed handguns on campus premises except in locations and at activities prohibited by law and regulation.

### II. Purpose

The purpose of this policy is to set forth the University's guidelines on firearms on university property as outlined by [Senate Bill 11](#) of the Texas Legislature and State and Federal Laws. This policy does not apply to commissioned peace officers as defined in the Texas Code of Criminal Procedures.

### III. Scope

- A. **Right to Carry:** A Licensed Holder may carry a concealed handgun while on the university grounds and in University transportation vehicles, unless prohibited by state or federal law, or prohibited by signage posted by the University.
- B. **Open Carry Prohibited:** All persons, including license holders, are prohibited from openly carrying a handgun on University grounds.
- C. **Display of Concealed Handgun:** A License Holder may not carry a partially or fully visible handgun, holstered or otherwise, or intentionally display a handgun in plain view of another person on the university grounds.
- D. **License:** A License Holder must carry his or her Concealed Handgun License as required by law and display said license to law enforcement officials in accordance with [411.205](#) of the Texas Government Code. License Holders are not required to disclose their status as a concealed handgun licensee in order to participate in any program or service offered by the University, except as required by law.
- E. **Storage of Firearms:** It is the responsibility of the license holder to properly store their concealed handgun in accordance with the Texas Government Code Subchapter H Section [411.188.4](#). In addition, the University does not provide gun storage at any of the university campuses for concealed handguns or other firearms.

# SUL ROSS STATE UNIVERSITY

*A Member of the Texas State University System*

## IV. REFERENCES

### State Laws & Other Regulations

1. [Texas Senate Bill 11](#) – Campus Carry
2. [Texas Government Code Section 411.205](#) – Requirement to Display License
3. [Texas Government Code Subchapter H, Section 411.188.4](#) – Law Enforcement and Public Protection

**SRSU Policy: Grievance Procedure for Staff Employees**  
**SRSU Policy ID: APM 5.05**  
**Policy Reviewed by: Director of Human Resources**  
**Approval Authority: Vice President for Finance and Operations**  
**Approval Date: January 17, 2022**  
**Next Review Date: January 17, 2025**

Every Employee of Sul Ross State University, individually or through a representative that does not claim the right to strike, shall be entitled to present grievances to a hearing officer designated by the president concerning such employee's wages, hours of work, or conditions of work. Such grievances shall not involve formal hearing.

Grievances shall be in writing and submitted to the Director of Human Resources . The grievance will be reviewed and forwarded to the University President. The President will designate a hearing officer.

# **SUL ROSS STATE UNIVERSITY**

*A Member of the Texas State University System*

## **STATE LIABILITY FOR CONDUCT OF STATE EMPLOYEES**

**APM 5.08** (Revised 5/2012)

### **A. EMPLOYEE TORT LIABILITY**

All University employees are subject to "tort" lawsuits filed by parties claiming injury as a result of the wrongful acts or omissions of such employees. The State of Texas assumes a limited monetary responsibility for its employees in certain tort cases. Under the Texas Civil Practice and Remedies Code, each governmental unit in the state shall be liable for property damage, personal injury and death proximately caused by negligence or wrongful act or omission of a state employee acting within his/her scope of employment. Several conditions and limitations are placed upon the state's liability, however.

One limitation is that the maximum monetary obligation the state will assume is "\$250,000 per person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property." An employee whose tort liability is found by a court to be higher than the above-noted limits would have to use his/her own insurance or resources to cover the difference. In addition, the Code prohibits universities from paying tort claims except by direct legislative appropriation.

Chapter 101 of the Code also lists cases in which the state will assume no liability at all. In such cases, the employee might have to assume his/her own liability.

### **B. WRONGFUL CONDUCT BY EMPLOYEES**

Chapter 104 of the Civil Practice and Remedies Code pertains to the state's liability for and defense of claims involving negligence and other wrongful conduct by state employees. Under this chapter, the State of Texas is liable for actual damages, court costs and attorney's fees adjudged against any state officer or employee based upon acts or omissions by such person if he/she was acting within the scope of his/her employment and if the damages resulted from negligence or deprivation of rights. Again, the state's liability is limited. For example, if the court finds the officer or employee guilty of gross negligence or of willfully committing a wrongful act, or if he/she acted in bad faith, the state will not be liable. In addition, the state is not liable to the extent that damages are recoverable under a contract of insurance or under a plan of self-insurance.

State liability under this chapter may not exceed \$100,000 to a single person and \$300,000 for a single occurrence in the case of personal injury, death, or deprivation of a right, privilege or immunity secured by the constitution or laws of this state or of the United States. State liability for damage to property may not



# **SUL ROSS STATE UNIVERSITY**

*A Member of the Texas State University System*

exceed \$10,000 for a single occurrence. The state attorney general may defend an employee in a cause of action under this chapter, provided the person against whom the action is brought delivers to the attorney general all process served on that person not later than the 10th day after the date of service.

## **B. EMPLOYEE PROCEDURES**

It is important that all employees realize that any injury, no matter how small, can be a potential tort claim or other lawsuit. All injuries or property damage should be reported to the employee's immediate supervisor as soon as possible. The report should be reduced to writing as soon as practical and should be accompanied by a written report of any investigation conducted by the supervisor.

Employees should also take particular care in areas of high vulnerability to tort claims; i.e., traveling on state business in University-owned or personal vehicles; student activities involving a high probability of accident or injury, such as athletics, class or laboratory work involving dangerous chemicals or equipment; areas involving student rights; safety of University property and equipment accessible to the general public, etc. Employees should be familiar with University policies and procedures affecting such areas.

Nothing herein shall be taken as an offer of legal advice and shall in no way bind the University or the Board of Regents, Texas State University System, aside from the specific provisions of the Civil Practice and Remedies Code. Employees who require fuller explanation of the Code should read the Code and/or consult an attorney.

# TEXAS STATE UNIVERSITY SYSTEM SEXUAL MISCONDUCT POLICY AND PROCEDURES

## 1. Introduction

- 1.1 Institutional Values. The Texas State University System, its colleges, and universities (collectively referred to as “System” and/or “Components” and used interchangeably herein) are committed to creating and maintaining educational communities in which each individual is respected, appreciated and valued. The System diligently strives to foster an environment that permits and encourages everyone to perform at their highest levels. The System’s focus on tolerance, openness, and respect is key in providing every member of the TSUS community with basic human dignity free from harassment, exploitation, intimidation or other sexual misconduct. Any report of behavior that threatens our institutional values, and breaches this Policy shall be promptly investigated and remediated in accordance with principles of law, fairness and equity to all Parties involved.
- 1.2 Purpose of Policy. Sexual Misconduct, as defined in this Policy, is a form of sex discrimination and will not be tolerated. The System and Components will maintain an environment that promotes prompt reporting of all types of Sexual Misconduct and timely and fair resolution of Sexual Misconduct complaints. The Components will take prompt and appropriate action to eliminate Sexual Misconduct, prevent its recurrence, and remedy its effects. This Policy defines and describes prohibited sexual conduct, establishes procedures for processing complaints of sexual misconduct, permits appropriate Sanctions, and identifies available resources.
- 1.3 Notice of Nondiscrimination. The System complies with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in educational programs or activities; Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual

Violence Elimination Act. Sexual misconduct, as defined in this Policy, constitutes a form of sex discrimination prohibited by Title IX and Title VII.

- 1.4 Applicability of this Policy. This Policy applies to all students, faculty, staff, and Third Parties within the System's or its Components' control. This Policy prohibits sexual misconduct committed by or against a student, faculty, staff, or Third Parties. This Policy applies to sexual misconduct:
  - 1.41 on Component premises;
  - 1.42 at Component-affiliated educational, athletic, or extracurricular programs or activities;
  - 1.43 that has an adverse impact on the education or employment of a member of the Component community;
  - 1.44 that otherwise threatens the health and/or safety of a member of the Component community; and
  - 1.45 occurring after the effective date of this Policy.
  - 1.46 All incidents occurring prior to the effective date of this Policy are controlled by the Policy in effect at that time.
  
- 1.5 Extent of Authority. While the Texas State University System is committed to investigating all complaints of sexual misconduct and there is no geographical limitation to invoking this Policy, sexual misconduct that is alleged to have occurred at a significant distance from the Component and/or outside the Component property may be difficult for the Component to investigate. While this Policy extends to those who are not students or employees of the Component, it may be very difficult for the component to follow up and/or take disciplinary action against Third Parties.
  
- 1.6 Effect of Criminal Prosecution, Continuation of Proceedings. Proceedings under this Policy will not be dismissed or delayed because criminal investigation or prosecution is pending or charges have been reduced or dismissed. Proceedings may also continue if a Party is no longer employed with or enrolled as a student of the Component.

- 1.7 Supersedes Existing Policies. In the case of allegations of sexual misconduct, this Policy supersedes any conflicting procedures and policies set forth in other Component policies.
- 1.8 Sexual Misconduct Policy also known as Sexual Assault Policy. This Policy has been adopted for each Component by the System as its sexual assault policy. It shall be made available to students, faculty and staff by including it in the Component's student, faculty and personnel handbooks and by creating and maintaining a web page on the Component's website dedicated solely to the Policy.
  - 1.81 Each Component shall email students the protocol for reporting incidents of sexual assault, including the Component's Title IX Coordinator's name, office location and contact information at the beginning of each semester or academic term.
  - 1.82 Each Component shall permit employees and enrolled students to electronically report allegations of sexual misconduct.
  - 1.83 Electronic reporting of incidents of sexual misconduct shall be permitted to be made anonymously.
  - 1.84 Electronic reporting of incidents of sexual misconduct shall be accessible through a clearly identifiable link on the Component's website home page.
- 1.9 Conflicts of Interest. In any situation where the investigator, administrator, Sanctioning Authority or Appellate Authority has a conflict of interest, a designated employee approved by the Title IX Coordinator shall assume duties imposed under this Policy.

## **2. Definitions**

A Glossary with definitions of sexual misconduct offenses and other terms used in this Policy is attached.

## **3. Reporting**

- 3.1 Employees That Must Report – Responsible Employees. A responsible employee who receives a report of sexual misconduct must report to the Title IX Coordinator all relevant details about the alleged sexual misconduct shared by the Victim. A responsible employee should not share information with law enforcement without the Victim's consent, unless the Victim has also reported the incident to law enforcement.
- 3.11 Before a Victim reveals any information to a Responsible Employee, the employee should ensure that the Victim understands the employee's reporting obligations. If the Victim requests anonymity and confidentiality, direct the Victim to Title IX Confidential Sources.
- 3.12 If the Victim reports an incident to the Responsible Employee but also requests anonymity and confidentiality or requests that the matter not be investigated, the employee should tell the Victim that the Component will consider the request but cannot guarantee that the Component will be able to honor it. In reporting the details of the incident to the Title IX Coordinator, the Responsible Employee will inform the Title IX Coordinator of the Victim's request for confidentiality.
- 3.13 When weighing a Victim's request for anonymity and confidentiality or that no investigation or discipline be pursued, the Component will consider a range of factors, including the following:
- 3.131 the increased risk that the Alleged Perpetrator will commit additional acts of sexual or other violence;
  - 3.132 whether there have been other sexual misconduct complaints about the same Alleged Perpetrator;
  - 3.133 whether the Alleged Perpetrator has a history of arrests or records from a prior school indicating a history of violence;
  - 3.134 whether the Alleged Perpetrator threatened further sexual misconduct or other violence against the Victim or others;
  - 3.135 whether the alleged sexual misconduct was committed by multiple Perpetrators;

- 3.136 whether the alleged sexual misconduct was perpetrated with a weapon;
- 3.137 whether the Victim was a minor at the time of the alleged conduct;
- 3.138 whether the Component possesses other means to obtain relevant evidence of the alleged sexual misconduct (e.g., security cameras or personnel, physical evidence); or
- 3.139 whether the Victim's report reveals a pattern of conduct (e.g., via illicit use of drugs or alcohol) at a given location or by a particular group.

- 3.2 Title IX Confidential Sources (as defined in the Glossary). Each Component will identify and provide contact information of Confidential Sources in various locations, including but not limited to the Component's website; the student's handbook; the Dean of Students Office; and Campus Police or Security. These Confidential Sources are required to maintain anonymity and shall not report any information about an incident to the Title IX Coordinator without a Victim's permission. They will assist in a crisis and provide information about possible resources, some of which may include law enforcement, medical assistance, psychological counseling, victim advocacy assistance, legal assistance, Component disciplinary action, immigration services and criminal prosecution. Training for Confidential Sources to be through their professional organizations, if any, and through the Title IX Coordinator.
- 3.3 Anonymity Requests. When considering reporting options, Victims should be aware that Title IX Confidential Sources as described in the Glossary, are permitted to honor a request for anonymity and can maintain confidentiality. Most Component personnel have mandatory reporting and response obligations, regardless of the Victim's request for anonymity or confidentiality. Once a complaint is made to a Responsible Employee, the Component must balance a Victim's request for anonymity and confidentiality with the responsibility to provide a safe and non-discriminatory environment

for the Component community. The Component will protect a Complainant's request for anonymity and confidentiality by refusing to disclose his or her information to anyone outside the Component to the maximum extent permitted by law.

- 3.4 Interim Measures when Anonymity is Requested. The Component's inability to take disciplinary action against an alleged Respondent because of a Complainant's insistence on anonymity, will not restrict the Component's ability to provide appropriate measures for the reasonable safety of the Component community. The Complaint may also be used as an anonymous report for data collection purposes under the Clery Act.
- 3.5 Victim Identity Protected from Open Records. The Texas Public Information Act permits the identity of Victims of sexual assault to be withheld from those seeking records under the Act (*Texas Attorney General Open Records Decision 339 (1982)*).
- 3.6 Breaches of Confidentiality. Breaches of confidentiality or privacy committed by anyone receiving a report of alleged sexual misconduct or investigating the report of alleged sexual misconduct, may be considered a separate violation of this Policy and may result in disciplinary Sanctions.
- 3.7 Reporting Options. Although a Victim of sexual misconduct may decline to report the incident, the Component supports, encourages and will assist those who have been the Victim of sexual misconduct to report the incident to any individual or entity listed herein. A Victim of sexual misconduct is encouraged to report to any of the sources below.
  - 3.71 Local Law Enforcement. An individual may report an incident of sexual misconduct directly with local law enforcement agencies by dialing 911. Individuals who make a criminal complaint may also choose to pursue a complaint through the Title IX Coordinator.

- 3.72 Component Police or Security. An individual may also report an incident of sexual misconduct to the Component police or security. Reporting to such officials helps protect others from future victimization; apprehend the alleged assailant; and maintain future options regarding criminal prosecution, Component disciplinary action, and/or civil action against the alleged wrongdoer. For Components that employ sworn peace officers, a Victim may request that his or her identity be kept confidential when reporting sexual misconduct to a sworn peace officer. Filing a police report does not obligate the Victim to continue with criminal proceedings or Component disciplinary action. Components shall provide the Victim contact information for their campus police or security personnel.
- 3.73 Title IX Coordinator. Any incident of sexual misconduct may be brought to the attention of the Title IX Coordinator. Although the Component strongly encourages reporting sexual misconduct to the police, a Victim may request administrative action by the Component with or without filing a police report.
- 3.74 Dean of Students Office. Any incident of sexual misconduct may be brought to the attention of the Dean of Students Office. Although the Component strongly encourages reporting sexual misconduct to the police, a Victim may request administrative action by the Component with or without filing a police report. The Dean of Students Office will promptly inform the Title IX Coordinator of the complaint.
- 3.75 Campus Security Authority. A complaint of sexual misconduct may be brought to a Campus Security Authority (CSA) as defined in each Component's Annual Security Report. The CSA will promptly inform the Title IX Coordinator of the complaint. Each Component will identify and provide complete contact information for their CSA in various locations, including but not limited to the Component's web page; the student's handbook; the annual security report; and the Dean of Students Office.



- 3.76 Human Resources. A complaint of sexual misconduct may be brought to the Human Resources Department, which will promptly inform the Title IX Coordinator of the complaint.
- 3.77 Responsible Employee. An individual may report alleged sexual misconduct to a Responsible Employee, as that term is defined in the Glossary. A faculty or staff member with any knowledge (including firsthand observation) about a known or suspected incident of sexual misconduct (other than Title IX Confidential Sources) must promptly report the incident to the Component Title IX Coordinator or his or her designee.
- 3.78 Anonymous Reports. Each Component shall provide the phone number and web address available for anonymous reports. Individuals who choose to file anonymous reports are advised that it may be very difficult for the Component to follow up and/or take action on anonymous reports, where corroborating information is limited. Anonymous reports may be used for Clery Act data collection purposes.

3.8 Preservation of Evidence. Preservation of evidence is critical in instances of sexual misconduct. Prompt reporting may preserve options that delayed reporting does not, including the preservation of evidence (which may be helpful to prove sexual misconduct or to obtain a judicial order of protection), the support of crisis counseling, and immediate police response.

#### **4. Interim Measures**

When an incident of sexual misconduct is reported, the Component will consider interim measures while the incident is investigated and adjudicated.

4.1 Measures Imposed by the Title IX Coordinator and/or Investigator. The Investigator will determine and implement interim measures as appropriate and necessary and to limit potential retaliation. Interim measures may include, but not be limited to:

- 4.11 campus no-contact orders;
- 4.12 reassignment of housing or work assignments;

- 4.13 temporary withdrawal or suspension from the Component, in accordance with *System Rules and Regulations Chapters IV § 2.2(14), V § 2.141, and VI § 5.(14)*;
- 4.14 escort or transportation assistance;
- 4.15 modification of class or work schedules; or
- 4.16 restrictions from specific activities or facilities.

4.2 Any interim disciplinary action must comply with *System Rules and Regulations Chapters IV § 2.2(14), V § 2.141, and VI § 5.(14)*.

4.3 Failure to adhere to the parameters of any interim measures may be considered a separate violation of this Policy and may result in disciplinary Sanctions.

4.4 The Component will honor any order of protection, no contact order, restraining order or similar lawful order issued by any criminal, civil, or tribal court.

4.5 The Component shall maintain as confidential any measures provided to the Victim, to the extent allowed by law and to the extent that maintaining such confidentiality will not impair the ability to provide the measures.

## **5. Retaliation**

The Component takes reports of sexual misconduct very seriously and will not tolerate retaliation against those who make such reports or participate in the investigatory or adjudicatory process. Retaliation includes, but is not limited to, any adverse employment or educational action taken for making a report of sexual misconduct, or otherwise participating in any way in the process of investigating or adjudicating an incident of sexual misconduct. Any actual or threatened retaliation, or any act of intimidation to prevent or otherwise obstruct the reporting, investigating, or adjudicating of sexual misconduct may be considered a separate violation of this Policy and may result in disciplinary Sanctions. Any person who believes that she or he has been subjected to retaliation should immediately report this concern to the Title IX Coordinator.

## **6. Immunity**

Reporting, investigating, and adjudicating incidents of sexual misconduct is of paramount importance. The Component does not condone underage drinking, illegal use of drugs or other criminal behavior. However, the Component will not take any disciplinary action against an enrolled student who in good faith reports to the Component being the victim of, or a witness to, an incident of sexual harassment, sexual assault, dating violence, or stalking for a violation by the reporting student of the Component's code of conduct occurring at or near the time of the incident.

6.1 A Component may investigate to determine whether a report was made in good faith.

6.2 A determination that a student is entitled to immunity is final and may not be revoked.

6.3 Immunity may not be given to a student who reports his or her own commission or assistance in the commission of sexual harassment, sexual assault, dating violence, or stalking.

6.4 This section may not be construed to limit a Component's ability to provide immunity from application of the Component's policies in circumstances not described herein.

## **7. Prohibition on Providing False Information**

Any individual who knowingly files a false Complaint under this Policy, or knowingly provides false information to Component officials, or who intentionally misleads Component officials who are involved in the investigation or resolution of a Complaint shall be subject to disciplinary action.

## **8. Risk Reduction Strategies**

The Component will engage in the risk reduction strategies outlined below to limit the risk of sexual misconduct for the campus community.

8.1 Training.

- 8.11 Primary Prevention Training. Every incoming student, including undergraduate transfer students, and new employees shall attend prevention and education training or orientation regarding sexual misconduct and the campus sexual assault policy during the first semester or term of enrollment or employment. The Component shall establish the format and content of the training or orientation. Primary prevention training programs shall be designed to promote awareness of sexual offenses and to incorporate risk reduction strategies to enable community members to take a role in preventing and interrupting incidents of sexual misconduct. The Component training will be based upon research and will be assessed periodically for effectiveness. Specifically, training will include:
- 8.111 awareness and prevention of rape, acquaintance rape, domestic violence, dating violence, sexual assault, and stalking;
  - 8.112 definitions of sexual misconduct offenses which are prohibited by the Component as defined by Texas law;
  - 8.113 definition of consent as defined by Texas law;
  - 8.114 risk reduction, such as recognition of warning signs of possible sexual misconduct, situational awareness and safety planning;
  - 8.115 bystander intervention to encourage identification of situations that might lead to sexual misconduct and promote safe intervention as a means to prevent the misconduct - bystander intervention includes recognizing situations of potential harm, understanding institutional structures and cultural conditions that facilitate violence, overcoming barriers to intervening, identifying safe and effective intervention options, and taking action to intervene;
  - 8.116 procedures for reporting, investigating, and accessing possible Sanctions for sexual misconduct as described in this Policy;
  - 8.117 options for reporting sexual misconduct and the confidentiality that may attach to such reporting;

- 8.118 campus and community resources available to Complainants or Respondents;
- 8.119 interim safety measures available for Complainants; and,
- 8.120 descriptions of additional and ongoing sexual misconduct training.

8.2 Ongoing Sexual Misconduct Training. The Component's commitment to raising awareness of the dangers of sexual misconduct may include, but is not limited to, offering ongoing education in the form of annual training, lectures by faculty, staff, mental health professionals, and/or trained non-Component personnel. Ongoing training may include, but is not limited to, dissemination of informational materials regarding the awareness and prevention of sexual misconduct.

8.3 Training of Title IX Coordinators, Investigators, Hearing and Appellate Authorities. All Coordinators, Deputy Coordinators, Investigators, and those with authority over sexual misconduct hearings and appeals shall receive training each calendar year including, knowledge of offenses, investigatory procedures, due process, and Component policy and procedures related to sexual misconduct.

## 9. **Informal Resolution (Mediation)**

9.1 Eligibility for Mediation. Informal resolution is available and appropriate for claims of Sexual Harassment, only if:

- 9.11 both Parties are willing to engage in mediation and consent to do so in writing;
- 9.12 the Complainant and the Respondent are both students or are both employees of the Component;
- 9.13 the Title IX Coordinator agrees that informal resolution is an appropriate mechanism for resolving the Complaint;
- 9.14 the Complaint involves only Sexual Harassment as described in this Policy and does not involve any other sexual offense, and
- 9.15 Mediation shall be concluded within ten (10) class days

- 9.2 Mediation and Agreements. When the Title IX Coordinator determines informal resolution is appropriate and the Parties consent in writing, the Title IX Coordinator will arrange or facilitate mediation in attempt to resolve the complaint. Agreements reached in mediation will be reduced to writing and signed by both Parties. Agreements will be maintained by the Coordinator and shared only as necessary to implement the agreed resolution or as required by law.
- 9.3 Referral for Investigation. When mediation is not successful, or, if in the course of facilitating informal resolution the Title IX Coordinator learns of sexual offenses beyond sexual harassment, the informal resolution process will immediately terminate. The matter will then be referred for investigation in accordance with the procedures outlined herein.

## **10. Investigation Procedures and Protocols**

- 10.1 Authority to Investigate. Complaints shall only be investigated and/or resolved at the direction of the Title IX Coordinator.
- 10.2 Actions Upon Receiving Report. Upon Component's receipt of a report of sexual misconduct:
- 10.21 Assignment. The Title IX Coordinator will review the complaint and investigate or assign the investigation to a Deputy Coordinator or Investigator. The Complainant shall be notified of the name and contact information of the individual assigned. Subsequent references to Investigator in this section refers to the individual investigating the complaint, whether a Title IX Coordinator, Deputy Coordinator, or Investigator.
- 10.22 Initial Meeting with Complainant. As soon as is practicable, the Investigator shall contact the Complainant and schedule an initial meeting. At the initial meeting the Investigator will:
- 10.221 provide an electronic and/or hard copy of this Policy which explains the process and rights of all Parties;

- 10.222 request additional information regarding the reported incident;
- 10.223 explain the investigatory process;
- 10.224 explain the options for reporting to law enforcement authorities, whether on campus or local police;
- 10.225 discuss Complainant's request for anonymity and confidentiality, if such has been requested, and explain that confidentiality may impact the Component's ability to investigate fully;
- 10.226 determine whether the Complainant wishes to pursue a resolution;
- 10.227 refer the Complainant, as appropriate, to the counseling center or other resources which may include, but are not limited to, law enforcement, medical assistance, psychological counseling, victim advocacy resources, legal resources, Component disciplinary action, immigration services, and criminal prosecution;
- 10.228 discuss with the Complainant, possible interim measures as described in this Policy;
- 10.229 inform Complainant and Respondent that, to the greatest extent practicable based on the number of counselors employed by the Component, the Component will ensure that each Complainant or Respondent of an incident of sexual assault, or any other person who reports such incident, are offered counseling provided by a counselor who does not provide counseling to any other person involved in the incident; and,
- 10.230 inform Complainant and Respondent of an incident of sexual assault of the option of dropping a course in which both parties are enrolled without any academic penalty.

10.23 Interim Measures. The Title IX Coordinator and/or Investigator will determine and implement interim measures.

10.3 Prompt, Fair, and Equitable Investigation.

10.31 Timing of Investigation and Resolution. The Component shall make every reasonable effort to ensure that the investigation and resolution of a Complaint occurs in as efficient a manner as possible, with an expectation that the process (exclusive of any appeal procedures) will generally be completed within sixty (60) calendar days of the Complaint, absent extenuating circumstances. The Title IX Coordinator may modify this and any other deadlines contained in this Policy as necessary to accomplish the purposes stated and for good cause, including, but not limited to, the complexity of the investigation and semester breaks.

10.32 Notice of Investigation and Allegations to Respondent. At the outset of an investigation, the Investigator will provide the Respondent prompt notice of the investigation to include the allegation(s) in writing together with a copy of this Policy. Written notice of the investigation will be provided to the Complainant concurrently with Respondent.

10.33 Equitable Treatment.

10.331 Investigator shall not have a conflict of interest or bias, and will remain neutral throughout the investigation. Complainant and Respondent shall have opportunities to respond in person and/or in writing, submit relevant documents, and identify relevant witnesses.

10.332 Complainant and Respondent will receive a minimum of forty-eight hours' notice of any Sanction or appellate meeting, and a minimum of five (5) class days' notice of a due process hearing, if any.

10.333 Complainant and Respondent may have one representative and/or one advisor present at all



meetings a Party has with the Investigator, Title IX Coordinator, Deputy Coordinator or other Component administrator related to a complaint. The representative or advisor may provide support, guidance or advice to Complainant or Respondent, but may not otherwise directly participate in the meetings or hearing.

10.334 Complainant, Respondent, and appropriate Component officials will have timely access to any documentation that will be used during a due process hearing or a meeting to dispute Findings and/or Sanctions. Access to such materials will be consistent with FERPA and will not be allowed until after the investigation is concluded.

10.34 Investigation Activities. Investigator will gather and review information from Complainant, Respondent, and Witnesses. Investigator shall conduct site inspection, if necessary, and obtain other information from sources as appropriate.

10.35 Investigative Report. Investigator will complete a written Investigative Report that includes summaries of interviews conducted; photographs, if any; documents and materials received; descriptions of relevant evidence; summaries of relevant electronic records; and a detailed report of the events related to the incident. When Investigator is not the Title IX Coordinator, the Investigative Report will be submitted to the Title IX Coordinator for review and Finding.

## **11. Standard of Review and Finding**

11.1 Review. The Title IX Coordinator will review the Investigative Report under the “preponderance of the evidence” standard as defined in the Glossary.

11.2 Title IX Coordinator Finding and Recommended Sanction.

11.21 The Title IX Coordinator will make a written Finding as to whether:

- 11.211 no reasonable grounds exist that the Sexual Misconduct Policy was violated and the matter is closed, or
- 11.212 it is more likely than not that Respondent violated the Sexual Misconduct Policy, and the nature of the violation(s).
- 11.22 The Finding shall include the Title IX Coordinator's basis for the decision and recommended Sanctions when there is a Finding of a violation.
- 11.23 Communication of the Finding and Recommended Sanctions.
- 11.231 When there is a Finding of no violation of the Sexual Misconduct Policy, the Title IX Coordinator will communicate the Finding in writing simultaneously to the Complainant AND Respondent.
- 11.232 When there is a Finding that it is more likely than not that Respondent violated the Sexual Misconduct Policy, the Title IX Coordinator will communicate the Finding in writing to the Component Administrator with authority to determine and issue appropriate Sanctions.
- 11.233 When there is a Finding of a violation by a Respondent employed by the Component, the Title IX Coordinator, in consultation with appropriate administrative officials, will provide the Finding to additional individuals, with supervisory authority over the employee, who are not in the line of appellate review.

## **12. Sanctions**

- 12.1 Possible Sanctions. Sanctions for a Finding of a Policy violation will depend upon the nature and gravity of the misconduct and/or any record of prior discipline for sexual misconduct. Sanctions are limited to the following:
- 12.11 withholding a promotion or pay increase;
- 12.12 reassigning employment, including, but not limited to demotion in rank;
- 12.13 terminating employment;
- 12.14 barring future employment;

- 12.15 temporary suspension without pay;
- 12.16 compensation adjustments;
- 12.17 expulsion, suspension or dismissal from the Component and/or System;
- 12.18 no-contact orders,
- 12.19 probation (including disciplinary and academic probation);
- 12.20 expulsion from campus housing;
- 12.21 restricted access to activities or facilities;
- 12.22 mandated counseling (this may include, but not be limited to educational programs and batterer intervention);
- 12.23 disqualification from student employment positions;
- 12.24 revocation of admission and/or degree;
- 12.25 withholding of official transcript or degree;
- 12.26 bar against readmission;
- 12.27 monetary restitution;
- 12.28 withdrawing from a course with a grade of *W*, *F*, or *WF*;  
or
- 12.29 relevant training.

12.2 Sanction Decision. Within seven (7) class days of receipt of the Finding, the responsible Component Administrator will issue written Sanctions and send such Sanctions with a copy of the Findings to the Complainant, Respondent, Title IX Coordinator, and when appropriate, additional individuals with supervisory authority over either Party that are not in line of appellate review. Component administrator shall inform Complainant of any Sanction(s) imposed on Respondent that directly relates to Complainant.

12.3 Administrators responsible for imposing Sanctions are:

12.31 Student Respondent Sanctions. Dean of Students will issue Sanctions for students. When Respondent is both a student and an employee, the Title IX Coordinator will determine whether the Respondent's status is that of student, staff, or faculty for disciplinary purposes. When Respondent's status is

determined to be that of a student employed by the Component, the Dean of Students will consult with the AVP of Human Resources or equivalent prior to issuing Sanctions.

12.32 Staff Respondents. The Respondent's supervisor, or other authority within the Respondent's chain of command, will issue Sanctions in consultation with Human Resources.

12.33 Faculty Respondents. The Dean shall consult with the Department Chair as appropriate and issue Sanctions.

### **13. Dispute of Findings and/or Sanctions**

Complainant or Respondent may elect to dispute the Finding and/or the Sanction. Review of disputed Findings and/or Sanction(s) are based on the preponderance of evidence standard.

13.1 Students. Complainants or Respondents may elect to dispute the Finding and/or Sanction through a due process hearing. Student Complainants or Respondents must submit a written request for a hearing to the Component Chief Student Affairs Officer or his or her designee within five (5) class days. Procedures for the hearing are outlined in the *System Rules and Regulations, Chapter VI §§ 5.7-5.9*, with exceptions as follows:

13.11 The Component Representative for student due process hearings related to Sexual Misconduct shall be the Component's Title IX Coordinator or designee;

13.12 When the matter is heard by more than one individual, the Component will establish a Hearing Adjudicator Chair.

13.13 The Hearing Adjudicator Chair is responsible for arranging the due process hearing by notifying the Parties of the hearing dates, the availability of documents to be used at the hearing, the witnesses expected to provide information at the hearing, as well as deadlines for submission of questions.

13.14 Each Party shall receive a copy of the written request for hearing, notice of the hearing and has a right to be present; however, neither Party shall be compelled to attend any hearing and any Complainant, Respondent, or Witness that does not want to be in the same room as one of the Parties shall, upon advance request, be accommodated;

- 13.15 Complainant and Respondent may submit written questions for the other Party and any witnesses to the Hearing Adjudicator Chair. Such questions shall be submitted by the Parties in accordance with the deadline established. The Hearing Adjudicator Chair will determine, and shall ask the questions relevant to the inquiry. Any individual participating as a Hearing Adjudicator may ask relevant questions of the parties and/or witnesses.
- 13.16 Hearing Decision. When a Finding of sexual misconduct is upheld, Sanctions listed herein shall be imposed. When the Hearing Adjudicator(s) find substantial doubt about the thoroughness, fairness, and/or impartiality of the investigation or determines there is insufficient evidence to support the recommended Finding, it may remand the matter to the Title IX Coordinator for further investigation and/or other action, or reject the recommended Finding(s) or Sanction(s).
- 13.17 The Hearing Adjudicator Chair shall issue a written, final Decision and shall provide a copy of the Decision to Complainant, Respondent, Title IX Coordinator, and Dean of Students.
- 13.2 Staff. Complainants or Respondents may elect to dispute the Finding and/or Sanction as follows.
- 13.21 Any request for review of the Finding or Sanction against a staff member must be made in writing and submitted with all information in support of the request to the Chief Human Resources Officer, or his or her designee, within five (5) class days of receipt of the Finding or Sanction.
- 13.22 The Chief Human Resources Officer shall provide a copy of the materials submitted to the other Party, the Title IX Coordinator, and the appropriate divisional Vice President within three (3) class days of receipt.
- 13.23 A Party who has not requested review, including the Component, may, but is not required to, submit a written response to the appropriate divisional Vice President within five (5) class days of receiving the materials.

13.24 The reviewing Vice President may approve, reject, modify, or remand the Decision. The Vice President's Decision is final.

13.25 The reviewing Vice President will inform Complainant, Respondent, Title IX Coordinator, appropriate supervisor and Chief Human Affairs Officer of the Decision in writing.

13.3 Non-Tenured Faculty Dispute of Non-Reappointment or Termination After Expiration of Contract Period. Should the Sanction against a

non-tenured faculty member result in the non-reappointment or termination of the faculty member after expiration of his/her contract period, faculty member may dispute the Findings and/or Sanctions as described herein. However, the faculty member is not entitled to a due process hearing.

13.31 No later than thirty (30) business days after the faculty member receives notice of the Finding and/or Sanction, he or she shall request review from the President by submission of the grievance form prescribed by the Component together with any supporting materials.

13.32 The Component President shall designate a Hearing Officer to review.

13.33 The Hearing Officer shall provide a copy of the materials submitted to the other Party, the Title IX Coordinator, within five (5) class days of appointment.

13.34 The Hearing Officer will meet with the faculty member at a mutually convenient time to review the dispute.

13.35 The Hearing Officer may secure any information the officer determines necessary to review the dispute.

13.36 The Hearing Officer shall make a written recommendation to the President to approve, reject, modify, or remand the Finding and/or Sanction and shall provide a copy of the recommendation to the faculty member, the other Party, the Title IX Coordinator and Provost.

13.37 The Component President shall issue a written, final Decision and shall provide a copy of the Decision to the faculty member, the other Party, the Title IX Coordinator and the Provost.

- 13.4 Faculty Due Process Hearing. Tenured faculty receiving a Sanction that impacts the faculty member's continued employment, full-time salary (not including administrative positions or summer teaching) or demotion in rank or other faculty member whose employment is terminated prior to the end of his or her contract period may elect to dispute the Finding and/or the Sanction through a due process hearing. Hearing procedures are outlined in the *System Rules and Regulations, Chapter V, § 4.54* with the following exceptions:
- 13.41 The role of the Hearing Tribune is to review the investigation and the appropriateness of the Sanction for significant procedural errors or omissions;
  - 13.42 All notices and correspondence shall be sent to Complainant, Respondent, Title IX Coordinator, and Provost who shall be referred to as Required Parties for purposes of this section.
  - 13.43 Within five (5) class days of receipt of the Finding and/or Sanction, the faculty member must file a written request for a due process hearing by submitting the request together with any materials for review to the Provost.
  - 13.44 The other Party shall receive notice of the hearing and has a right to be present, but shall not be compelled to attend any hearing. Complainant, Respondent, or Witness who does not want be in the same room as one of the Parties shall, upon advance request, be accommodated.
  - 13.45 Cross examination shall proceed as follows: Complainant and Respondent may submit written questions for the other Party and any witnesses to the Hearing Tribunal Chair. Such questions shall be submitted by the Parties in accordance with the deadline established by the Hearing Tribunal Chair. The Chair will determine, and shall ask, the questions relevant to the inquiry. Any individual participating as a Hearing Tribunal member may ask relevant questions of the parties and/or witnesses.
  - 13.46 Complainant, Respondent, or Component may be assisted or represented by counsel.
  - 13.47 The Hearing Tribunal Chair shall issue the recommendation to approve, reject, modify, or remand the Finding and/or

Sanction. The recommendation shall be forwarded to the President and Required Parties within five (5) class days of the hearing.

13.48 When a Finding of sexual misconduct is upheld, Sanctions listed herein shall be imposed. When the President finds substantial doubt about the thoroughness, fairness, and/or impartiality of the investigation or determines there is insufficient evidence to support the recommended Finding, he or she may remand the matter to the Title IX Coordinator for further investigation and/or other action, or may reject the recommended Finding(s) or Sanction(s).

13.49 The President shall issue a written, final Decision and shall provide a copy of the Decision to the Required Parties.

13.5 Other Faculty Disputes. All other faculty disputes of the Finding and/or Sanction against faculty shall follow the procedures for Staff stated herein.

13.6 Third Parties. Third Party Complainants or Respondents have no right to dispute or appeal Findings or Sanctions.

13.7 Sanctions During Dispute. Any Sanction(s) imposed will remain in place while any dispute is pending, unless, in the discretion of the Component Administrator imposing the Sanction, good cause exists to stay the Sanction.

#### **14. Appeal of Finding or Sanctions**

14.1 Right to Appeal. If a student or faculty member Complainant or Respondent is dissatisfied with the determination of a due process hearing, either Party may appeal. Third Party Complainants or Respondents have no right of appeal of Findings or Sanctions.

14.2 Grounds for Appeal. Grounds for appeal are limited to the following:  
14.21 previously unavailable relevant evidence;  
14.22 substantive procedural error in the investigation or hearing; or  
14.23 Sanction is substantially disproportionate to the Finding;



14.3 Procedure for Student Appeals.

14.31 An appeal is only available after a Decision in a due process hearing.

14.32 Appeals shall be made in writing and include the ground(s) for appeal. All information in support of the appeal must be included and submitted to the Chief Student Affairs Officer, or his or her designee (Appeal Officer), within five (5) class days of the due process hearing Decision.

14.33 The Appeal Officer shall provide a copy of the appeal submission(s) to the other Party and the Title IX Coordinator within three (3) class days of receipt.

14.34 The Party who has not filed an appeal, including the Component, may, but is not required to, submit a written response to the appeal within five (5) class days of receipt. The Appeal Officer shall provide a copy of the response, if any, to the other Party and the Title IX Coordinator within three (3) class days of receipt.

14.35 The Appeal Officer may approve, reject, modify, or remand the decision. The Appeal Officer shall issue a written Decision and shall provide a copy to Complainant, Respondent, Title IX Coordinator, and Dean of Students. The Appeal Officer's Decision is final.

14.4 Appeal of the Decision of a Faculty Due Process Hearing. Appeals of faculty due process hearings are governed by *System Rules and Regulations, Chapter V. § 4.56* with exceptions as follows:

14.41 A faculty member must submit a written appeal stating grounds with any supporting documentation to the System Administrative Office within thirty (30) calendar days of receipt of the President's decision.

14.42 The System Office shall provide a copy of the appeal concurrently with receipt to the non-appealing Party, the President, Title IX Coordinator, and additional individuals with supervisory authority over either Party.

14.43 The President may submit a written response to the appeal within thirty (30) calendar days of receipt of the appeal from the System Office.

14.44 The Board shall provide notice in writing of the reasons for its Decision simultaneously to the faculty member, the non-appealing Party, the President and Title IX Coordinator. The Decision of the Board is final.

14.5 Sanctions Pending Appeal. Any Sanction(s) imposed will remain in place while any appeal is pending, unless, in the discretion of the Component Administrator imposing the Sanction, good cause exists to stay the Sanction.

## **15. Final Decision**

15.1 No Appeal. Decisions and Sanctions imposed under this Policy are final when the period for appeal under the rules and policies referenced herein have expired without initiation of an appeal by either Party.

15.2 Conclusion of Appeal. An appealed Decision is final as outlined in the rules and policies referenced herein.

15.3 Notification of Outcomes.

A notice of outcome provided to a Complainant, to include a Finding, Sanction, Decision of a due process hearing, or appeal Decision must include:

15.31 Whether the alleged conduct was more likely than not to have occurred;

15.32 Any Sanction imposed on the Respondent that directly relate to the Complainant, and

15.33 Other steps the school has taken to eliminate the hostile environment, if the Component finds one exist(ed), and to prevent recurrence.

## **16. Biennial Policy Review**

Each biennium, this Policy shall be reviewed. Any revisions determined necessary shall be brought before the System's Board of Regents for approval.

## GLOSSARY DEFINITIONS

Complainant refers to the person making a complaint of sexual misconduct, and shall be referred to herein as either Complainant, or Alleged Victim, and these terms may be used interchangeably throughout this Policy.

Component refers to all member institutions of the Texas State University System, including but not limited to, Lamar University, Lamar Institute of Technology, Lamar State College - Orange, Lamar State College - Port Arthur, Sam Houston State University, Sul Ross State University, Sul Ross State University Rio Grande College and Texas State University.

Component Affiliated Program or Activity refers to any program or activity, on or off campus, that is initiated, aided, authorized or supervised by the Component or by an officially-recognized organization of, or within, the Component.

Component Premises. Buildings or grounds owned, leased, operated, controlled or supervised by the Component including property that is within or reasonably contiguous to the premises owned by the Component but controlled by another person, is frequently used by students, and supports institutional purposes (such as a food or other retail vendor).

Confidential Source refers to physical and mental health professionals, including licensed counselors who provide mental health counseling to members of the school community, and those who act under the supervision of a health care employee; and individuals whose scope of employment include confidentiality requirements under Texas law.

Consent is an informed and freely and affirmatively communicated willingness to participate in a particular sexual activity. Consent can be expressed either by words or by clear and unambiguous actions, as long as those words or actions create mutually understandable permission regarding the conditions of each instance of sexual activity. It is the responsibility of the person who wants to engage in the sexual activity to ensure that s/he has the consent of the other to engage in each instance of sexual activity. (The definition of consent for the crime of sexual assault in Texas can be found at Texas *Penal Code Section 22.011*.)

The Component will consider the following factors in determining whether consent was provided:

- 1) consent is a voluntary agreement or assent to engage in sexual activity;
- 2) someone who is incapacitated cannot consent;
- 3) consent can be withdrawn at any time;
- 4) past consent does not imply future consent;
- 5) silence or an absence of resistance does not imply consent;
- 6) consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another;
- 7) coercion, force, or threat invalidates consent; and,
- 8) being intoxicated or under the influence of alcohol, drugs, or any other substance is never an excuse for engaging in sexual misconduct.

Dating Violence is violence committed by a person:

- 1) who is or has been in a social relationship of a romantic or intimate nature with the Victim; and
- 2) where the existence of such a relationship shall be determined by the Victim with consideration of the following factors:
  - (a) the length of the relationship;
  - (b) the type of relationship; and
  - (c) the frequency of interaction between the persons involved in the relationship

(Texas Family Code Section 71.0021).

Dean of Students Office includes the Student Affairs Office, the Student Services Office and the Dean of Student Life Office.

Family (Domestic) Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner 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 or intimate partner or roommate, by a person similarly situated to a spouse of the Victim under the domestic or family violence laws of the State of Texas, 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 Texas (*Texas Family Code Section 71.004*).

Incoming Student refers to a student in their first semester of enrollment.

New Employee refers to a faculty or staff member who has not been previously employed by the Component or whose previous employment with the Component was more than one year from his or her latest date of hire with the Component.

Notice may be provided via electronic or hard copy methods. Every effort will be made to notify each Party using the same method.

Parties refers to the Complainant and Respondent.

Preponderance of the Evidence means the greater weight and degree of credible evidence. Preponderance of the evidence is the standard for determining allegations of sexual misconduct under this Policy. Preponderance of the evidence is satisfied if the action is more likely to have occurred than not.

Respondent refers to the person accused of sexual misconduct and shall be referred to herein as either Respondent, Alleged Perpetrator, Accused, or Perpetrator, and these terms may be used interchangeably throughout this Policy.

Responsible Employee refers to a campus employee who has the authority to redress sexual misconduct; who has the duty to report incidents of sexual misconduct to the Title IX Coordinator or other appropriate designee, or whom a student could reasonably believe has this authority or duty. Responsible employees shall include all administrators, faculty, staff, student workers, except:

- 1) any employee with confidentiality obligations as described as a Confidential Source herein;
- 2) cafeteria staff who are not assigned administrative duties;
- 3) custodial staff who are not assigned administrative duties;

- 4) groundskeeper staff who are not assigned administrative duties;
- 5) maintenance staff who are not assigned administrative duties;
- 6) ranch/agricultural staff who are not assigned administrative duties;  
or
- 7) staff of campus physical plant who are not assigned administrative duties.

Retaliation means any adverse action threatened or taken against a person because he or she has filed, supported, or provided information in connection with a Complaint of Sexual Misconduct, including but not limited to direct and indirect intimidation, threats, and harassment.

Sexual Assault means any form of non-consensual sexual activity representing a continuum of conduct from forcible rape to non-physical forms of pressure designed to compel individuals to engage in sexual activity against their will (Texas Penal Code Section 22.011).

Examples of sexual assault include, but are not limited to, the following non-consensual sexual activity:

- 1) sexual intercourse (vaginal or anal);
- 2) oral sex;
- 3) rape or attempted rape;
- 4) penetration of an orifice (anal, vaginal, oral) with the penis, finger or other object;
- 5) unwanted touching of a sexual nature;
- 6) use of coercion, manipulation or force to make someone else engage in sexual touching, including touching of breasts, chest, buttocks and genitalia;
- 7) engaging in sexual activity with a person who is unable to provide consent; or
- 8) knowingly transmitting a sexually-transmitted disease to another.

Sexual Exploitation occurs when a person takes non-consensual or abusive sexual advantage of another for his or her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited.

Examples of sexual exploitation can include, but are not limited to, the following behaviors:

- 1) prostituting another;
- 2) non-consensual electronically recording, photographing, or transmitting intimate or sexual utterances, sounds or images without the knowledge and consent of all Parties involved;
- 3) voyeurism (spying on others who are in intimate or sexual situations);
- 4) going beyond the boundaries of consent (such as letting friends hide in a closet to watch another friend having consensual sex); or
- 5) distributing intimate or sexual information about another person without that person's consent.

Sexual Harassment is any unwelcome verbal, nonverbal, written, electronic or physical behavior of a sexual nature directed at someone, or against a particular group, because of that person's or group's sex, or based on gender stereotypes, severe or pervasive, and where it meets either of the following criteria:

- 1) Submission, consent, or rejection of the behavior is believed to carry consequences for the individual's education, employment, on-campus living environment or participation in a Component affiliated activity. Examples of this type of sexual harassment include, but are not limited to:
  - (a) pressuring another to engage in sexual behavior for some educational or employment benefit; or
  - (b) making a real or perceived threat that rejecting sexual behavior will result in a negative tangible employment or academic consequence.
- 2) The behavior has the purpose or effect of substantially interfering with another's work or educational performance by creating an intimidating or hostile environment for employment, education, on-campus living or participation in a Component affiliated activity. Examples of this type of sexual harassment can include, but are not limited to:
  - (a) persistent unwelcome efforts to develop a romantic or sexual relationship;
  - (b) unwelcome commentary about an individual's body or sexual



- activities;
- (c) unwanted sexual attention;
- (d) repeatedly engaging in sexually-oriented conversations, comments or horseplay, including the use of language or the telling of jokes or anecdotes of a sexual nature in the workplace, office or classroom, even if such conduct is not objected to by those present; or
- (e) gratuitous use of sexually-oriented materials not directly related to the subject matter of a class, course or meeting even if not objected to by those present.

Sexual Intimidation includes but is not limited to:

- 1) threatening another with a non-consensual sex act;
- 2) stalking or cyber-stalking; or
- 3) engaging in indecent exposure as defined in Texas *Penal Code 21.08*.

Sexual Misconduct is a broad term encompassing a range of non-consensual sexual activity or unwelcome behavior of a sexual nature. The term includes but is not limited to sexual assault, sexual exploitation, sexual intimidation, sexual harassment, domestic violence, dating violence, and stalking. Sexual misconduct can be committed by men or women, strangers or acquaintances, and can occur between or among people of the same or opposite sex.

Sexual Violence Sexual violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent. All such acts are forms of Sexual Misconduct.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- 1) fear for his or her safety or the safety of others; or
- 2) suffer substantial emotional distress (Texas *Penal Code Section 42.072*).

Student refers to any person who has been accepted for admission, or who is currently or was previously enrolled in the Component on either a full-time or part-time basis.

Third Party refers to any person who is not a current student or employee of the Component, including but not limited to vendors and invited and uninvited visitors.

Third-Party Reporting refers to the submission of a complaint of sexual misconduct by a person on behalf of another person.

Title IX Coordinator is the person who has been designated by each Component to coordinate efforts to comply with and implement this Policy. The Title IX Coordinator is responsible for conducting the administrative investigation of reports of sexual misconduct and is available to discuss options, provide support, explain Component policies and procedures, and provide education on relevant issues. The Title IX Coordinator may designate one or more Deputy Title IX Coordinators. Each Component will identify and provide complete contact information for their Title IX Coordinator and all Deputy Coordinators in various locations, including but not limited to the Component's website; the student's handbook; the Dean of Students Office; Human Resources; and Campus Police or Security; or their equivalents.

Title IX Investigator refers to the person who conducts the Title IX investigation.

**SRUS Policy: POLICY ON ALCOHOL AND DRUG ABUSE PREVENTION**

**SRSU Policy ID: APM 5.10**

**Policy Reviewed by: Director of Human Resources**

**Approval Authority: Vice President of Finance and Operations**

**Approval Date: January 24, 2017**

**Next Review Date: January 24, 2022**

- A. The *Rules and Regulations, Texas State University System* concerning the illegal use of drugs, narcotics, or controlled substances states “A faculty member who, by a preponderance of the evidence, under these *Rules and Regulations*, is found to have illegally possessed, used, sold, or distributed any drug, narcotic, or controlled substance, whether the infraction is found to have occurred on or off campus, shall be subject to termination, suspension or other discipline as determined by the President or the President’s designee. That a employee is charged in a criminal case, or is found "not guilty" therein, shall not be construed as prohibiting administrative enforcement of these *Rules and Regulations*. If, in the judgment of the President or the Board of Regents, the best interests of the students or the Component or the System so dictate, the employee may be immediately removed from contact with students and other employees, pending resolution of disciplinary proceedings.”

The provisions and conditions for illegal use of drugs, narcotics, or controlled substances by all classified and unclassified staff employees, including administrative officers, shall be the same as those established for faculty members under Chapter V, Rule 4.51(6) of the *Rules and Regulation, Faculty Employment, Termination and Due Process, Grounds*.

Nothing herein shall be construed in derogation of the Board’s employment at will policy—that is, employees who serve without fixed term may be terminated without a hearing and without a statement of reasons. See *Rules and Regulations, Chapter V, Paragraph 1.12*.

- B. The following requirements are also being made a condition of employment for all employees as a part of the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F:

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace. Any employee convicted of any criminal drug statute violation occurring in the workplace will notify Sul Ross State University no later than five days after such conviction. Within ten days after receiving notice from the employee or otherwise receiving notice of the actual conviction, Sul Ross State University will notify any federal agency that had contracted or granted funds to a program in which that employee was engaged. Within thirty days of receiving notice of the conviction, Sul Ross State University will take the following actions with respect to any employee who is so convicted: (1) taking appropriate personnel action against such an employee, up

to and including termination; or (2) requiring such employee at the employee's expense to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

- C. In accordance with the Drug Free Schools and Campuses Drug Prevention Program Certification, Sul Ross State University has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by its students and employees on school premises or as a part of any of its activities. The University promotes a drug-free awareness program to keep its employees and students informed about the dangers of drug abuse; the policy of maintaining a drug-free workplace; the health risks of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed for drug abuse violations occurring in the workplace; and the legal sanctions of possession or distribution of alcohol or other drugs. Sul Ross State University will make a good faith effort to continue to maintain a drug-free workplace and a drug-free campus. Each employee will be given a copy of this statement.
- D. The foregoing statement from the *Rules and Regulations, Texas State University System*, shall serve as University policy in addressing employee sanctions. Further, nothing herein shall prevent the University from taking any other action permitted by the *Rules and Regulations, Texas State University System*, regardless of the actions of civil authorities.

# **SUL ROSS STATE UNIVERSITY**

*A Member of the Texas State University System*

## **SRSU Policy: Employee Assistance Program Policy**

**SRSU Policy ID: APM 5.11**

**Policy Reviewed by: Director of Human Resources**

**Approval Authority: Vice President for Finance and Operations**

**Approval Date: July 01, 2016**

**Next Review Date: July 01, 2021**

An employee who believes that a personal problem may be affecting job performance is encouraged to use the Employee Assistance Program (EAP). Sul Ross State University offers short-term counseling and referral services to an employee or an employee's immediate family member (as defined in Sick Leave). Short-term counseling services (when appropriate) are provided at no cost to the employee. Additional costs to the employee may result from referral. Some costs may be covered by the employee's health insurance.

- A. An employee wishing to use the EAP may call Counseling Services to schedule an appointment with a professional counselor.
- B. The EAP is completely confidential. The only exceptions to the guarantee of confidentiality are cases involving life-threatening situations or legal mandatory reporting requirements (for example, child abuse). Participation in the program is not included in an employee's personnel file, and retaliation as the result of participation in the program is prohibited.
- C. Absence for EAP Counseling

The following guidelines apply to an employee attending EAP counseling during work hours:

- 1. The employee may attend an EAP counseling session without using leave if the employee notifies the supervisor about the EAP session.
- 2. An employee attending EAP counseling who wishes not to tell the supervisor about the session:
  - a. may use sick leave for counseling (as if seeing a physician); or
  - b. may use annual, compensatory, overtime leave, or leave without pay for any EAP counseling.

# SUL ROSS STATE UNIVERSITY

*A Member of the Texas State University System*

## PERFORMANCE PLANNING AND APPRAISAL POLICY

### APM 5.13 (Revised 1/2021)

#### A. PURPOSE

The purpose of this Sul Ross State University Performance Planning and Appraisal Policy is to establish staff performance management, evaluation and training processes. The emphasis of the policy is on proactive planning and does not alter or affect the University's authority to function as an "at will employer".

The Performance Planning and Appraisal process will encourage effective job performance and stimulate the professional growth of employees by fostering communication between supervisors and employees. Two-way communication is essential in the development of all employees. This enables them to identify departmental goals related to the institutional mission as well as individual goals and objectives and identify monitoring processes for the achievement of these goals and objectives. The Performance Planning and Appraisal process should promote employee satisfaction, increased morale, staff retention, increased efficiency, information flow, team work and team spirit throughout the workforce. This will greatly increase service to our students.

The conscientious use of this system should help supervisors to manage more effectively and should help all employees understand expectations. It is also designed to promote a positive, supportive, and growth-oriented work environment.

The Performance Planning and Appraisal process should assist supervisors and staff in achieving institutional and individual success by providing:

1. A better understanding of job responsibilities by staff and supervisors;
2. Opportunities for improved employee performance;
3. Opportunities for improved institutional performance; and
4. Identification of training and developmental needs and written plans to meet those needs.

Setting clear performance goals and providing regular, specific feedback is a proven way to achieve increased levels of productivity and performance.

# SUL ROSS STATE UNIVERSITY

*A Member of the Texas State University System*

## B. MERIT PAY GUIDELINES CLASSIFIED AND UNCLASSIFIED EMPLOYEES

A merit pay increase is defined as an increase in salary granted to an employee in recognition of supported/documented meritorious performance over a sustained period of time. Merit pay increases are meant to reward an employee's performance while doing the same job and should not be confused with promotions reclassifications. A merit pay increase is in addition to any across-the-board salary increases or reclassifications. Please refer to the Merit Pay Guidelines Classified and Unclassified employees in the University Pay Plan.

## C. POLICY/PROCEDURE

Supervisory staff will be appraised on the Supervisors Performance Planning and Appraisal form. Staff employees can be appraised on the Supervisors Performance Planning and Appraisal or the Non-Supervisory Performance Planning and Appraisal forms at the discretion of the supervisors.

1. Each supervisor/administrator is expected to communicate concise job descriptions, job standards and other work criteria to employees and to provide each employee with feedback regarding work performance. At the time of hiring, the employee and supervisor should review the job description and establish responsibilities, goals, and objectives to provide the ground work for the first Performance Appraisal (refers to Part IV of the Supervisor's Performance Planning and Appraisal form titled Appraisal of Responsibilities, Goals and Objectives and Part I of the Non-supervisor's Performance Planning and Appraisal form based on the employee's job description). Responsibilities for the employee should be obtained from the job description. Effective goals and objectives should be:
  - a. Specific and measurable;
  - b. Realistic and attainable;
  - c. Consistent with the University's overall objectives and policies;
  - d. Flexible and responsive to change;
  - e. Jointly developed through discussions between the supervisor(s) and the employee;
  - f. Accomplishable during a time period mutually agreed upon;
  - g. Reviewed periodically as work progresses;
  - h. Acknowledged in writing by both the employee and supervisor.

# SUL ROSS STATE UNIVERSITY

*A Member of the Texas State University System*

2. Human Resources will provide initial and ongoing training, Performance Planning and Appraisal Forms, recommended Employee Activity Report forms, and trained personnel to assist in the fulfillment of the Performance Planning and Appraisal process.
3. It is recommended that the Employee Activity Report (sample form attached) or other similar records be maintained throughout the year on each employee documenting positive and negative performance activities as they occur. Good documentation and performance counseling are an integral part of the Performance Planning and Appraisal Process. The supervisor should discuss each activity with the employee at the time of occurrence and obtain feedback from the employee. Effective use of Employee Activity Reports or other similar records should result in no surprises to the employee at the time of their performance review.
4. All employee performance reviews will be completed:
  - a. Annually in February; or
  - b. Within the first six months of employment; or
  - c. Three months after the employee receives a marginal rating on overall performance.

Human Resources will send out annual reminders to the supervisors in preparation for annual performance appraisals. Human Resources will monitor employees who require appraisals other than on an annual basis and notify the supervisor of the need to perform the appraisal.

Employees receiving a marginal rating during the first six months of employment may be terminated at will.

5. Performance Appraisals should be scheduled with the employee at least two weeks in advance to allow the employee time to review the Performance Planning and Appraisal form and review established responsibilities, goals and objectives (refer to Part IV of the Performance Planning and Appraisal form titled Appraisal of Responsibilities, Goals and Objectives and Part I of the Non-supervisor's Performance Planning and Appraisal form based on the employee's job description). The notification will also allow the employee time to perform the individual assessment section of the Performance Planning and Appraisal form (Parts I and III for staff and Parts I, II, and III, for supervisors of the Supervisor's form and Part I of the Non-Supervisor's form) and



# SUL ROSS STATE UNIVERSITY

*A Member of the Texas State University System*

encourage their input during the performance interview. The supervisor may provide the Pre-Performance Evaluation Worksheet (form attached) to the employee in advance of the interview to promote further discussion (use of this form is optional).

6. Independently from the employee, the supervisor should carefully prepare each Performance Planning and Appraisal form with emphasis on addressing accomplishments and performance. Preparation by the supervisor will be key to the success of the appraisal.
7. The Performance interview should be scheduled at a time that interruptions will not take place and the supervisor can give undivided attention to the individual employee. Supervisors should allow the employee to present self assessment with a two-way discussion following.

The supervisor will present assessment referring to employee activity report, job descriptions, established responsibilities, goals, and objectives or other records. The supervisor and the employee will discuss training needs related to performance development goals. On the job formal training, in class training, and self study training should be discussed to assist in achieving the goals. The supervisor will discuss with the employee what role the employee expects the supervisor to play in attaining their goals.

8. The supervisor and employee will discuss future goals and objectives and write them down as applicable for the next scheduled Performance Appraisal following the policy procedures provided in section 5.14 B 1. (a) through (h) for supervisory employees.
9. In the course of the Performance Appraisal, if additional significant items come up which are not recorded elsewhere in the Performance Appraisal Form, these items should be recorded in the Appraiser's Summary section.
10. The supervisor will assign an overall rating for the employee in Part VIII of the Supervisory form and Part IV of the Non-supervisory form. A positive rating does not guarantee continued employment.
11. The employee is to be given an opportunity to submit written comments in Part IX of the Supervisory form and Part III of the Non-supervisory

# SUL ROSS STATE UNIVERSITY

*A Member of the Texas State University System*

form concerning the Performance Appraisal interview, either in agreement or disagreement. The employee should be advised that they are required to sign the form, but that their signature does not imply agreement with the Performance Appraisal, only that the review has taken place.

12. After completing the Performance Appraisal, the supervisor is to sign the form and send it to the next level supervisor for signatures. A signed copy of the appraisal is to be given to the employee, another copy placed in the employee's departmental personnel file and a copy sent to Human Resources to be reviewed and placed in the employee's personnel file.
13. Performance files will be confidential to the extent permitted by law. Upon written request to Human Resources, access to performance files will be available to the employee, the supervisor, and others who have in line authority over the employee.
14. Suggested changes to the job description that are needed after the Performance Appraisal should be submitted to Human Resources with the completed Performance Planning and Appraisal forms. All Performance Appraisal forms should have current job descriptions attached.

## D. SUPERVISORS PERFORMANCE PLANNING AND APPRAISAL FORM COMPLETION INSTRUCTIONS

### **Part I-Staff Review**

Part I-Staff Review should be completed for all employees. The employee will be given an opportunity to review the responsibilities, goals, and objectives that have been established. The employee will complete Part I, independently from the supervisor, by assessing each behavioral frequency applicable to the employee indicating if the behavior seldom, sometimes, frequently, or consistently is displayed by the employee.

- |            |  |
|------------|--|
| Seldom     | -Behavioral standard occurs at irregular intervals and fails to meet performance standards.    |
| Sometimes  | -Behavioral standard occurs infrequently and does not meet performance standards consistently. |
| Frequently | -Behavioral standard occurs regularly and meets performance standards.                         |

# **SUL ROSS STATE UNIVERSITY**

*A Member of the Texas State University System*

Consistently -Behavioral standard occurs routinely and exceeds performance standards.

Examples of desirable behaviors are provided for each category. Some examples may not apply to all employees. Base rating on examples in each category that do apply to the employee.

The supervisor will complete Part I, independent from the employee, by assessing each behavioral frequency that applies to the employee indicating if the behavior seldom, sometimes, frequently, or consistently is displayed by the employee referring to the Employee's Activity reports or other records, following the definitions listed above. The Analysis section will include statements that validate the behavior rating by referring to specific situations and specific results the behavior caused.

## **Part II-Supervisory Review**

Part II-Supervisory Review should be completed only for employees with supervisory duties following the same guidelines as Part I-Staff Reviews.

## **Part III-Development/Training Needs/Plans**

Part III-Development/Training Needs/Plans section should be completed for all employees. The employee and supervisor should discuss and agree upon a plan of action to develop the employee in weak areas and further enhance strong areas of skills and abilities.

## **Part IV-Appraisal of Responsibilities, Goals and Objectives**

Part IV-Appraisal of Responsibilities, Goals and Objectives should be completed for administrative, professional or supervisory employees. This section is optional for staff employees. At the time of hiring, the employee and supervisor should review the job description and establish responsibilities, goals, and objectives to provide the ground work for the first Performance Appraisal. Responsibilities for the employee should be obtained from the job description. Please refer to 5.14 B 1. (a) through (h) of the Performance Planning and Appraisal Policy for policy procedures to set effective goals and objectives. The results of the objectives and goal setting will be documented in the Results area of Part IV. A summary of the supervisor's appraisal of the goals and objectives should be documented in the Appraisal section of Part IV.

# **SUL ROSS STATE UNIVERSITY**

*A Member of the Texas State University System*

## **Part V-Major Achievements/Contributions**

Part V-Major Achievements/Contributions sections should be completed for administrative, professional or supervisory employees. This section is optional for staff employees. The supervisor will list the employee's three major achievements during the appraisal period. Consider the action the employee took to improve the University.

## **Part VI-Future Responsibilities, Goals, and Objectives**

Part VI-Future Responsibilities, Goals, and Objectives section should be completed for administrative, professional or supervisory employees. This section is optional for staff employees. The supervisor and employee will establish future responsibilities, goals, and objectives for the next Appraisal Process. Please refer to 5.14 B 1. (a) through (h) of the Performance Planning and Appraisal Policy for policy procedures to set effective goals and objectives.

## **Part VII-Appraiser's Summary**

Part VII-Appraisers Summary section should be completed for all employees. The Appraiser's Summary should reflect briefly the contents of Sections I through V.

## **Part VIII-Overall Performance Appraisal**

Part VIII-Overall Performance Appraisal section should be completed for all employees. The supervisor's overall appraisal of performance will be indicated by circling marginal, fair, good, superior, or distinguished.

- Marginal -Fails to meet performance standards.
- Fair -Does not meet performance standards consistently.
- Good -Meets performance standards.
- Superior -Exceeds performance standards.
- Distinguished -Significantly exceeds performance standards.

## **Part IX-Employee's Comments**

Part IX-Employee's Comments section is optional for all employees. The employee has the opportunity to respond to the appraisal process in Section IX.

The Appraiser, Employee, Appraiser's next level supervisor, the Department

# **SUL ROSS STATE UNIVERSITY**

*A Member of the Texas State University System*

Head, and the Divisional Vice President should sign and date the Appraisal Form.

Suggested changes to the job description after the Performance Appraisal should be submitted to Human Resources with the completed Performance Planning and Appraisal forms.

## **E. NON-SUPERVISOR PERFORMANCE PLANNING AND APPRAISAL FORM COMPLETION INSTRUCTIONS**

Please refer to the Non-supervisor Performance Planning and Appraisal form for completion instructions.

Sul Ross State University Performance Planning and Appraisal form:

<https://www.sulross.edu/page/1372/human-resources-forms>

## **F. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Performance appraisals will be based only on lawful, job related and non-discriminatory criteria. The divisional Vice Presidents and Human Resources will review performance appraisals to ensure compliance with Equal Employment Opportunity laws and University Policies.

**SUL ROSS STATE UNIVERSITY**  
Employee's Dependent Tuition Scholarship and  
Fee Exemption Registration

1. Eligibility and Requirements:
  - a. Dependents of university employees who are benefits eligible, excluding graduate teaching and research assistants, who have been claimed on the employee's most recent tax return as a dependent are eligible to take up to a maximum of six hours per semester. A portion of designated tuition and fees will be exempted. The discounted semester credit hours are limited to six semester credit hours for the whole family unit even if more than one dependent is enrolled. This benefit will only apply to courses which have already met the minimum enrollment required enrollment of six students for undergraduate classes and three students for graduate classes excluding faculty, staff and dependents taking classes under the Tuition Scholarship and Fee Exemption program. The Enrollment Management Division will publicize periodically those eligible courses.
  - b. Any tax liability that may be incurred as a result of this benefit will be the responsibility of the employee.
2. Procedures:
  - a. Employee and dependent complete Section A.
  - b. Employee takes the form to a Human Resource Representative for completion of Section B and provides the first page of the most recent tax return indicating the dependent is an eligible dependent. HR will attach a redacted copy of the first page of the employee's income tax return.
  - c. Employee obtains Registrar's Office Certification that the requested classes have met enrollment minimums of Section C.
  - d. Dependents must be admitted to the university. Applications for admission may be completed online at [www.applytexas.org](http://www.applytexas.org) Once admitted, students may register online through Banner Self Service or in person with their Academic Advisor in Alpine or their Enrollment Specialist Representative at the RGC campuses.
  - e. Employee presents form to Cashier who will post the proper exemption.
3. Fees exempted by Sul Ross State University for a maximum of six hours during a semester include the following:
  - a. Designated Tuition
  - b. Student Service Fee
  - c. Student Center Fee
  - d. Computer Access Fee
  - e. Technology Services Fee
  - f. Recreational Sports Facility Fee
  - g. International Education Fee
  - h. Records Fee
  - i. Library Fee
  - j. Medical Fee
  - k. Athletic Fee
  - l. Distance Learning Fee
4. This benefit and associated procedures are subject to change.

# SUL ROSS STATE UNIVERSITY

## Employee Dependent Tuition Scholarship and Fee Exemption Registration

### Section A: Employee Dependent Tuition Scholarship and Fee Exemption Request

Employee \_\_\_\_\_ Banner "A" Number \_\_\_\_\_  
Last First Middle

Work Department \_\_\_\_\_ Job Title \_\_\_\_\_

I request a Tuition Scholarship and Fee Exemption for the following class during the \_\_ semester for my

Dependent's Name \_\_\_\_\_ Banner "A" Number \_\_\_\_\_

Relationship to Employee \_\_\_\_\_

CRN	Subject and Number	Course Title	Class Meeting Days	Start Time	End Time

Employee Signature/Title \_\_\_\_\_ Date \_\_\_\_\_

Dependent \_\_\_\_\_ Date \_\_\_\_\_

### Section B: Human Resources Certification

I certify that this individual is a benefits eligible University employee and their dependent is an eligible dependent and is listed on their income tax return as a dependent.

Signature/Title \_\_\_\_\_ Date \_\_\_\_\_

### Section C: Registrar Certification

I certify the above classes have met the required enrollment of six students for undergraduate classes and three students for graduate classes excluding faculty, staff and dependents taking classes under the Tuition Scholarship and Fee Exemption program.

Signature/Title \_\_\_\_\_ Date: \_\_\_\_\_

### Section D: Cashier's Office Fees Payment

Local University fees in the amount of \$ \_\_\_\_\_ has been exempted by the University.

Signature/Title \_\_\_\_\_ Date \_\_\_\_\_

# SUL ROSS STATE UNIVERSITY

*A Member of the Texas State University System*

## **Disabilities Accommodation Policy for Employment**

**SRSU Policy ID: APM 5.17**

**Policy Reviewed by: Director of Human Resources**

**Approval Authority: Vice President of Finance and Operations**

**Approval Date: January 17, 2017**

**Next Review Date: January 17, 2022**

Sul Ross State University, a member of the Texas State University System, supports equal employment opportunities for all persons. Reasonable accommodations will be made to allow individuals with disabilities access to equal employment opportunities.

- A. An ADA Compliance Officer will be annually appointed by the President to direct the University's effort to comply with the Americans with Disabilities Act. Responsibilities include ensuring that SRSU is in compliance with federal laws by coordinating an appropriate campus response regarding the Americans with Disabilities Act (1990), the ADA Amendments Act of 2008 and Section 504 of the Rehabilitation Act (1973) and serving as the hearing officer for grievances and complaints related to disability issues.
- B. The ADA defines an individual with a disability as a person: “(a) with a physical or mental impairment that substantially limits one or more of the major life activities; (b) having a record of such an impairment; or (c) being regarded as having such an impairment.”
- C. A physical impairment is defined as “any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.”
- D. A mental impairment is defined as “any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.”
- E. Substantially limits means an individual must be unable to perform, or be significantly limited in the ability to perform, an activity compared to an average person in the general population. Three factors will determine whether a limitation is substantial: its nature and severity (extent), how long it is expected to last (duration), and its expected permanent or long term (impact).
- F. Some examples of major life activity are walking, speaking, breathing, performing manual tasks, seeing, hearing, learning, caring for one's self, working, sitting, standing, lifting, and reading. A record of an impairment protects people who have a history of a disability from discrimination, whether or not they currently are substantially limited in a major life activity.



# SUL ROSS STATE UNIVERSITY

*A Member of the Texas State University System*

- G. Employment decisions will be based on the abilities and not the disabilities of applicants and employees. A qualified employee or applicant with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the job in question. ADA prohibits discrimination against persons with disabilities in regard to any employment practices or terms, conditions, and privileges of employment. This prohibition covers: application, promotion, testing, medical examinations, hiring, layoff/recall, assignments, termination, evaluation, compensation, disciplinary actions, leave, training, and benefits.
- H. Reasonable accommodations will be made for applicants and employees with documented disabilities. Reasonable accommodations may include making existing facilities used by employees readily accessible to and usable by, the individual with a disability, restructuring jobs, modifying work schedules, acquiring, adjusting or modifying equipment. Reasonable accommodation does not include personal care assistants or personal equipment such as hearing aids or eye glasses.
- I. Individuals with documented disabilities may request accommodations needed to provide equal access to employment opportunities at Sul Ross State University. Procedures are established to provide needed and appropriate accommodations.
- J. An individual with disabilities should contact Human Resources to discuss possible accommodations. Accommodations should be requested well in advance of the need or as soon as the need is apparent to allow timely accommodation. Individuals have the option of not utilizing the accommodations that are provided by the University.
- K. Documentation of the disability will be required to be filed with Human Resources as a part of the request for accommodation. Documentation should be recent assessments conducted by appropriate qualified professionals who provide information pertaining to diagnosis and prognosis of the effect of major life activities and the effect the impairment has on the employee's ability to perform the essential functions of the job in question. This documentation should: (a) identify and describe the disability; (b) suggest accommodations appropriate to the individual's needs; (c) describe any history of effective accommodations; (d) and be written in layman terms.
- L. Records concerning disabilities and accommodations are considered confidential and access will be limited. All individuals associated with the accommodation process will maintain confidentiality to the extent possible.
- M. An Accommodation Form designed to facilitate accommodation requests will be provided to the interested party. The Accommodation Request section of the form should be initiated by the individual making the request. As soon as possible, but no later than three working days, Human Resources will complete the Action Recommendation section.

# SUL ROSS STATE UNIVERSITY

*A Member of the Texas State University System*

- N. The Accommodation Form for employees will be forwarded to the supervisor who will be responsible for the approval and initiation of the accommodation. Each individual within the line of supervision will approve the accommodation request within three working days of receipt. If the action recommended is disapproved, the individual disapproving the action will be responsible for recommending an alternative action. As soon as possible, but not later than three working days, the Alternative Action section of the form will be completed.
- O. Reasonable accommodation will consider the request of the individual and seek a simple effective accommodation at the minimum cost. Within budget constraints, funding for the accommodation will be handled by the department of the individual requesting the accommodation. When necessary, funding will be sought through other University, outside agency, state or federal funds. When various methods of accommodation may be appropriate, the University will make the selection of accommodation based on the impact on operations and business, cost factors, and the effect on safety of the individual and others.
- P. Reasonable accommodation for employees will be provided unless the accommodation would result in an undue hardship to the University. Undue hardship is an action that requires significant difficulty or expense in relation to the size of the employer, resources available, and the nature of the operation.
- Q. The determination of an undue hardship will be made by the Executive Cabinet of Sul Ross State University made up of the Vice Presidents and the President of the University. If an accommodation would result in undue hardship, the individual may provide his or her own accommodation or share the expense of the accommodation.
- R. An employee who has a complaint or grievance regarding accommodation or discrimination is encouraged to adhere to the following steps to resolve the issue.
1. Meet with the individual suspected of discrimination or of not providing the reasonable accommodation and seek an agreeable resolution.
  2. Meet with a Human Resources Representative who will attempt to facilitate an agreeable solution.
  3. Present the issue to the ADA Committee to find an acceptable solution.
  4. File a complaint with the ADA Compliance Officer. The recommendations of the ADA Compliance Officer will be provided to the Executive Cabinet of the University for a final decision.
  5. An employee may elect to file a formal grievance following 5.05 Grievance Procedure for Staff Employees in the APM or 2.19 Faculty Grievance Policy in the Faculty Handbook in lieu of filing a complaint with the ADA Compliance Officer.

**SRSU Policy: Outside Employment**  
**SRSU Policy ID: APM 5.24**  
**Policy Reviewed by: Director of Human Resources**  
**Approval Authority: Vice President for Finance and Operations**  
**Approval Date: July 27, 2017**  
**Next Review Date: July 27, 2022**

A. PURPOSE

To provide a standard procedure whereby any employee that engages in outside employment must be in compliance with the guidelines set forth in the *Texas State University System Rules and Regulations* Chapter V, 4.83 and 5.4.

B. POLICY

Sul Ross State University must be in compliance with the guidelines set forth in the *Texas State University System Rules and Regulations* Chapter V, 4.83 and 5.4, which requires that any fulltime employee that engages in outside employment must complete a Request for Approval for Outside Employment Form.

1. Outside Employment Definition

Any employee that engages in outside employment must be in compliance with the guidelines set forth in the *Texas State University System Rules and Regulations* Chapter V, 4.83 and 5.4.

2. Delegation of Authority for Approval

The President delegates authority to the Vice President of each division to approve and maintain records of outside employment on a fiscal year annual basis.

3. Employees Responsibility

It is the responsibility of all fulltime employees to complete an Outside Employment Form and seek approval for any outside employment change occurring during the academic year.

4. Request for Approval for Outside Employment Form

The form to seek permission for outside employment is located on the Human Resources forms web site.

Form: Attachment A

# SUL ROSS STATE UNIVERSITY

## ANNUAL REQUEST FOR APPROVAL OF OUTSIDE EMPLOYMENT

Name \_\_\_\_\_ Department \_\_\_\_\_

Date of Outside Employment: Beginning \_\_\_\_\_ Ending \_\_\_\_\_

Nature of Outside Employment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

During the time of outside employment, what is the average number of hours per week that you will be involved in this outside employment? \_\_\_\_\_

When will this outside work be done? (e.g. weekends, evenings, etc.) \_\_\_\_\_

IF NECESSARY, ATTACH AN ADDITIONAL SHEET DESCRIBING EMPLOYMENT.

I certify that the outside employment described in this request is in full compliance with the guidelines outlined in the Rules and Regulations of the Texas State University System, Chapter V, Paragraph 4.83 and 5.4.

\_\_\_\_\_  
Employee Date

\_\_\_\_\_  
Department Head Date

Approval Recommended \_\_\_\_\_ Disapproval Recommended \_\_\_\_\_

\_\_\_\_\_  
Division Head Date

Approval Recommended \_\_\_\_\_ Disapproval Recommended \_\_\_\_\_

\_\_\_\_\_  
Vice President Date

Approval Recommended \_\_\_\_\_ Disapproval Recommended \_\_\_\_\_

**Attachment A**

**An Overview of TRS and ORP**  
*for Employees who are Eligible to Elect ORP*

**Retirement Plan Options**

You have a choice to make between two different retirement plans.

- **TRS:** All TRS-eligible employees at Texas public institutions of higher education and Texas public educational institutions (*e.g.*, K-12 ISDs) are automatically enrolled in the Teacher Retirement System (TRS) on their first day of employment.
- **ORP:** ORP-eligible employees at Texas public institutions of higher education may elect to participate in the Optional Retirement Program (ORP) as an alternative to TRS.

**Limited ORP Election Period**

You have a one-time opportunity during your employment in Texas public higher education to choose between TRS and ORP.

- You're eligible to elect ORP on your first day of employment in an ORP-eligible position, which is your Initial ORP Eligibility Date.
- You have 90 additional calendar days to make your election, which is your ORP Election Period.

**Default Plan is TRS**

- You will be an active member of TRS unless and until an election of ORP is made by submitting your completed TRS-28 election form (and any other required institutional forms) to your Human Resources Office.
- If you submit your completed TRS-28 (and any other required institutional forms):
  - On or before your Initial ORP Eligibility Date, you will become an active ORP participant on your Initial ORP Eligibility Date and your active TRS membership is waived as of that date.
  - After your Initial ORP Eligibility Date, you will remain in TRS until your ORP participation start date, which is generally the first of the month following the date you submit your completed TRS-28 (and any other required institutional forms), but check with your Human Resources Office for local policies and procedures.
- If you don't submit your completed TRS-28 (and any other required institutional forms) by the end of your ORP Election Period (90<sup>th</sup> calendar day after your Initial ORP Eligibility Date), you will automatically stay in TRS for the remainder of your benefits-eligible career in Texas public higher education. You will never be eligible for ORP again, even if you terminate employment with your current institution and become employed in an ORP-eligible position with another institution.

**Irrevocable Decision**

Your retirement program choice cannot be changed.

- These two types of retirement plans are suitable to different individual needs, so the decision should be made very carefully after considering both plans in light of personal circumstances.

*This document is intended to provide a brief and general overview and is subject to change. In case of conflict between this summary and applicable laws and rules, the laws and rules control.*

**An Overview of TRS and ORP**  
*for Employees who are Eligible to Elect ORP*

### What is TRS?

TRS is a traditional defined benefit pension plan that provides formula-based retirement annuities.

#### Contributions

- The TRS member and employing institution make mandatory monthly contributions using percentages of salary that are established by the state legislature and subject to change. Federal contribution limits may apply to certain highly compensated employees.
- Member contributions are deposited into an individual member account. Employer contributions made on behalf of the member are deposited into a single, separate TRS account from which all retirement and death benefits are paid. TRS manages the investments as a large institutional investor.
- Contributions and interest earnings are not subject to federal income tax until the funds are withdrawn or paid as a retirement annuity.
- TRS members who don't retire upon termination of employment can withdraw their accumulated member contributions (plus interest earnings) but doing so forfeits their right to a retirement benefit. The refund of a member's accumulated member contributions (plus interest earnings) is subject to federal income tax and early withdrawal penalties may apply. The eligible portion of the refund can be rolled over to eligible retirement plans such as an IRA.
- Active members are not permitted to withdraw (or take a loan from) their member contributions. Employer contributions made on behalf of the member are not available for withdrawal at any time.

#### Retirement Eligibility and Benefits

- Eligibility to retire and the annuity formulas are based on age, years of service, salary, date of retirement and the applicable membership tier, which is determined by factors including the first date of membership.
- Refer to the [TRS Benefits Handbook](#) on the TRS website to identify the membership tier that applies to you and the corresponding retirement eligibility requirements and annuity formulas.
- Alternatives to the standard annuity include survivor payment continuation options and if eligible, reduced early-age annuities and Partial Lump Sum Option (PLSO).
- The TRS plan provides disability and death benefits from the first day of membership that are not available under an ORP-type plan.
- State law allows *ad hoc* cost-of-living adjustments (COLAs) to retirement annuities when the trust fund meets certain minimum criteria.

#### Service Credit Provisions

- Eligible TRS members may purchase limited amounts of eligible service credit (*e.g.*, military time) and "buy back" previously withdrawn TRS service credit.
- TRS members with at least three years of TRS service credit who also have service credit with the Employees Retirement System (ERS) for Texas state agency employees can transfer their ERS credit to TRS at retirement (and vice versa).

*(continued on next page)*

**An Overview of TRS and ORP**  
*for Employees who are Eligible to Elect ORP*

**What is TRS?** *(cont.)*

**Service Credit Provisions** *(cont.)*

- TRS members with service credit in other Texas public retirement plans that participate in the Proportionate Retirement Program (certain cities, counties or other governmental entities) may combine their credit from all participating plans to qualify for retirement and receive a proportionate annuity from each plan.

**More Information about TRS**

- TRS website: [www.trs.texas.gov](http://www.trs.texas.gov)
- TRS Benefits Handbook: [www.trs.texas.gov/TRS%20Documents/benefits\\_handbook.pdf](http://www.trs.texas.gov/TRS%20Documents/benefits_handbook.pdf)

**What is ORP?**

ORP is a defined contribution plan that is similar to a 401(k) plan with employer “matching” contributions.

**Contributions**

- The ORP participant and employing institution make mandatory monthly contributions using percentages of salary that are established by the state legislature and subject to change. Federal contribution limits may apply to certain highly compensated employees.
- Contributions are invested in a 403(b) account with an ORP company that is authorized by the employing institution. ORP participants choose a company from the institution’s list of authorized companies, set up an ORP account with the company and make decisions on how to manage their funds.
- Contributions and any net earnings are not subject to federal income tax until the funds are withdrawn or paid as a retirement annuity.
- Active (contributing) participants are not permitted to withdraw any ORP contributions or net earnings (unless they are at least age 70-1/2), including contributions from prior periods of employment.

**ORP Companies and Accounts**

- ORP participants are responsible for monitoring their selected companies and investments. The employing institution has no fiduciary responsibility for the market value of a participant’s ORP investments or the financial stability of the ORP companies chosen by the participant.
- ORP participants have at least two occasions each year to change their selected ORP company.
- All of a company’s products may not be available under the institution’s ORP plan.
- Types of ORP Accounts:
  - 403(b)(1) fixed or variable (mutual fund) annuity account
  - 403(b)(7) custodial account (mutual fund investments with no annuity shell)

*(continued on next page)*

**An Overview of TRS and ORP**  
*for Employees who are Eligible to Elect ORP*

**What is ORP?** *(cont.)*

**Retirement Eligibility and Benefits**

- ORP retirement benefits are based on the accumulated amount of funds in the participant's ORP account (no age or service minimums).
- Terminated participants choose how and when to take distributions, including complete or periodic withdrawals and for some accounts, lifetime annuities. Early withdrawal penalties may apply.
- ORP funds are available for withdrawal only upon termination of all employment with all Texas public institutions of higher education (unless the participant is at least age 70-1/2).
- Eligible distributions can be rolled over to eligible retirement plans such as an IRA.
- Post-retirement cost-of-living adjustments (COLAs) are not available in an ORP-type plan.
- There are no provisions in ORP to purchase service credit, transfer or roll over non-ORP funds into the plan (including any pre-election TRS contributions) or take out a loan or financial hardship withdrawal.

**Vesting**

- Vesting refers to a participant's ownership of employer "matching" contributions. Vesting occurs on the first day of the second year of participation, which is defined as the first day of the 13<sup>th</sup> month of active participation (*i.e.*, making contributions by payroll deduction). The vesting period is sometimes referred to as "a year and a day."
- Faculty Members: A year for academic faculty members is generally nine months, so academic faculty members will be credited the three summer months for vesting provided they are participating at the end of the spring semester immediately preceding the summer and resume participation with the same or another Texas public institution of higher education at the beginning of the fall semester immediately following the same summer.
- Participants who terminate ORP-covered employment with all institutions prior to meeting the vesting requirement must forfeit employer contributions made during that period of employment.  
*Exception: Unvested participants who become employed in a non-benefits-eligible position do not contribute to ORP and are not required to forfeit unvested ORP contributions unless they are subsequently employed in a TRS-only position or have a break in service.*
- The vesting requirement cannot be satisfied by prior participation or vested status in any non-Texas ORP plan (including any pre-election TRS service credit).
- Vesting credit is retained for prior Texas ORP participation in two situations:
  - when an unvested participant directly transfers from one ORP-eligible position to another at the same or another Texas public institution of higher education (with no break in service)
  - when an unvested participant terminates employment in the ORP-eligible position and then later returns to work in an ORP-eligible position at the same or another Texas public institution of higher education (with no intervening active TRS membership)

*(continued on next page)*



**An Overview of TRS and ORP**  
*for Employees who are Eligible to Elect ORP*

**What is ORP?** (cont.)

**Vesting** (cont.)

- Vesting credit is retained whether or not any employee contributions were withdrawn during the break in service following termination and prior to re-employment.
- A participant who completes the vesting period during a period of employment after a break in service will have a vested right only to employer contributions made during the period of employment in which vesting occurs and any future employment periods. Forfeited employer contributions from earlier periods of employment cannot be restored to the participant's ORP account.
- Once vested, always vested: Once a participant has established vested status, no future ORP vesting period can be required by any institution.

**More Information about ORP**

- For specific information about the ORP plan at your institution, including a list of authorized companies, local policies and procedures for electing ORP, and the current contribution rates, contact your Human Resources Office.
- General information about Texas ORP is available at the Texas Higher Education Coordinating Board's ORP webpage ([www.thecb.state.tx.us/orp](http://www.thecb.state.tx.us/orp)).
- Other information resources include: personal financial/tax advisors, your institution's authorized ORP company representatives and websites, articles on retirement planning, financial market news and insurance company rating services.

**Additional Applicable Provisions**

**TRS Membership after ORP Election**

- An election of ORP in lieu of TRS is a waiver of TRS retirement benefits, even if you have prior service credit in TRS. Upon electing ORP, your TRS membership is terminated and you are only entitled to withdraw your accumulated member contributions (plus interest earnings).
- There are only two circumstances in which an ORP participant can resume active TRS membership:
  - when an ORP participant terminates employment with all Texas public institutions of higher education and becomes employed in a TRS-eligible position with a TRS-covered employer that does not offer ORP (e.g., K-12 ISD)
  - when an unvested ORP participant terminates employment in the ORP-eligible position and becomes employed with the same or another Texas public institution of higher education in a position that is eligible for TRS membership but is not ORP-eligible
- Employees who fall under one of the above two circumstances will resume active TRS membership and will again be eligible to qualify for a TRS retirement.
- Active TRS members may "buy back" any withdrawn TRS service credit earned prior to their election of ORP.
- TRS credit cannot be established for any years of participation in ORP.

(continued on next page)

**An Overview of TRS and ORP**  
*for Employees who are Eligible to Elect ORP*

**Additional Applicable Provisions** *(cont.)*

**TRS Membership after ORP Election** *(cont.)*

- A former ORP participant who becomes an active TRS member is no longer eligible to participate in ORP at any Texas public institution of higher education, even if previously vested in ORP or subsequently employed in an ORP-eligible position.

**Returning to Work After Retirement**

**TRS**

- Once retired, always retired: A TRS retiree is no longer eligible to be an active member.
- TRS retirees may return to work with a TRS-covered employer without loss of retirement benefits if applicable provisions are followed, including satisfaction of a minimum break in service and working no more than the established maximum amount of time. Provisions vary depending on the date of retirement. Refer to the TRS brochure "[Employment After Retirement](#)" on the TRS website for details.
- TRS retirees who become employed in what would otherwise be considered an ORP-eligible position are not eligible to elect ORP because the election of ORP is an alternative to active membership in the retirement system.

**ORP**

- An ORP retiree is defined as a participant who established retiree status by enrolling in retiree group insurance as an ORP retiree, regardless of whether currently enrolled.
- There are no statewide restrictions on the re-employment date or amount of time worked but local institutional restrictions may apply.
- Once retired, always retired: An ORP retiree who returns to work with any Texas public institution of higher education is not eligible to make ORP contributions.

**Coordination with Other Benefits**

- Other benefits offered by your institution are coordinated with the selected retirement plan, including the Tax-Sheltered Annuity (TSA)/Tax-Deferred Account (TDA) Program (described below).
- Because rules and procedures may vary at each institution, detailed information should be obtained from your Human Resources Office regarding interaction between all the benefit programs provided before choosing between TRS and ORP.

**Tax-Sheltered Annuity (TSA)/Tax-Deferred Account (TDA) Program**

- Both ORP participants and TRS members are eligible to participate in the Tax-Sheltered Annuity (TSA)/Tax-Deferred Account (TDA) Program sponsored by the employing institution.
- This voluntary program offers employees an opportunity to save pre-tax dollars through 403(b) accounts but provides no employer matching contributions.

*(continued on next page)*

**An Overview of TRS and ORP**  
*for Employees who are Eligible to Elect ORP*

**Coordination with Other Benefits** *(cont.)*

**Tax-Sheltered Annuity(TSA)/Tax-Deferred Account (TDA) Program** *(cont.)*

- There are federal limits on the amount of tax-deferred contributions that you can make per tax year and ORP contributions must be taken into account before any TSA/TDA contributions, so highly compensated ORP participants may not be eligible to contribute to a TSA/TDA.
- Contact your Human Resources Office for more information about your institution's TSA/TDA Program and applicable federal contribution limits.

**General Comparison**

Your individual circumstances will drive your retirement plan choice, but there are some general factors to consider when making your decision.

**Length of Service**

- A defined benefit plan such as TRS generally favors the long-term employee over the short-term employee (viewed from the perspective of benefits in relation to employee contributions), so TRS might be a better choice if you intend to stay with a TRS-covered employer or other public plans in the Proportionate Retirement Program for a number of years.
- A defined contribution plan such as ORP is considered more “portable” and generally a better choice for employees who may anticipate a shorter period of employment with Texas public higher education, public education (*e.g.*, K-12 ISDs) or Proportionate Retirement Program employers.

**Age**

- TRS may benefit individuals who begin eligible employment at an older age with a high salary and who intend to complete their careers with a TRS-covered employer.
- Because individual investments depend in large part on the passage of time to accrue meaningful returns, a defined contribution plan such as ORP generally favors the younger employee (and employees with prior participation in an ORP-type plan).

**Personal Preference**

- Investment Management: TRS members don't make any investment decisions while ORP participants do.
- Stability/Flexibility of Benefits: The formula-based defined benefit provided by TRS (lifetime annuity) is more stable and predictable than the retirement benefit provided under ORP, which has more direct exposure to market volatility for the individual participant, but ORP participants have more flexibility in management of retirement fund distributions.

**Deadline Reminder**

If you want to elect ORP, you must submit your completed TRS-28 election form (and any other required institutional forms) to your Human Resources Office by the end of your ORP Election Period (90 calendar days after your Initial ORP Eligibility Date).

**Sul Ross State University**  
**Optional Retirement Program (ORP) & Tax Sheltered Annuity (TSA)**  
**Salary Reduction Agreement & Change of Company Form**

**Instructions:** Check [✓] and Complete all applicable sections. Include TRS 28 & 29 and ORP company applications upon initial ORP enrollment; TSA company applications upon initial TSA enrollment.

\*All transactions should be effective the 1<sup>st</sup> of each month and initial ORP election.

\*\*Complete ORP Prior Participation Certification Form.

**I. PERSONAL DATA:**

SS# \_\_\_\_\_ Name: \_\_\_\_\_ Dept: \_\_\_\_\_  
Last First MI

**II. ORP SECTION: (Complete begin date, action, and designate company)**

(\*)A. Payroll Beginning Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

B.  ORP Initial SRSU Enrollment or Resuming Participation: **Proposed Co.:** \_\_\_\_\_

(\*\*)Complete only if previously in Texas ORP

(1) Initial Date of ORP Participation: \_\_\_\_/\_\_\_\_/\_\_\_\_ (3) ORP Vested \_\_\_\_ Yes \_\_\_\_ No

(2) Last Date of ORP Participation: \_\_\_\_/\_\_\_\_/\_\_\_\_ (4) Last ORP Matching Contribution: \_\_\_\_\_%

C.  Change ORP Company Designation Current Company: \_\_\_\_\_

Proposed Company: \_\_\_\_\_

**III. TSA SECTION: (Complete date(s), action, and designate companies and amount)**

A. Payroll Beginning Date \_\_\_\_/\_\_\_\_/\_\_\_\_ & if applicable Payroll Ending Date \_\_\_\_/\_\_\_\_/\_\_\_\_

(1)  TSA Initial Enrollment or Resuming Participation (3)  Change TSA Company Designation

(2)  Change TSA Contributions (4)  Stop all TSA Contributions

**B. TSA Company(s) & amount designation: (Designate all current and proposed TSA Companies)**

**Monthly amounts that, when annualized, exceed the annual IRS limits will not be processed.**

(1) **Current TSA Regular Payroll Deduction Status**

Company: \_\_\_\_\_ for \$ \_\_\_\_\_ .00 monthly for  9 OR  12 months

Company: \_\_\_\_\_ for \$ \_\_\_\_\_ .00 monthly for  9 OR  12 months

(2) **Proposed TSA Regular Payroll Deduction Status**

Company: \_\_\_\_\_ for \$ \_\_\_\_\_ .00 monthly for  9 OR  12 months

Company: \_\_\_\_\_ for \$ \_\_\_\_\_ .00 monthly for  9 OR  12 months

*By my signature I certify this form is inclusive and supersedes all previous agreements; authorize SRSU to reduce my compensation without any fiduciary responsibility and hold harmless the University and its Representatives for any results from errors or omissions; understand this agreement is governed by all applicable Internal Revenue Codes, and regulations of the Texas Legislature and Higher Education Coordinating Board; understand I am responsible for compliance with applicable codes/regulations regarding such program areas as, but not limited to, eligible changes, distributions, exclusion limits, TSA loans, and transfers; understand I will be subject to all interpretations current and future, retroactive opinions and ruling issued and to be issued, and agree to be responsible to the IRS, including tax penalties for over exclusions, if any, and make any adjustments as is necessary for compliance; understand the ORP election is irrevocable, that the ORP matching contribution vest the first day of the second year's participation; and, that ORP contribution levels are not guaranteed and are subject to legislative change. **I understand I should verify my ORP/TSA deductions by reviewing my paycheck stub.***

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

AGENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

HUMAN RESOURCES REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

COMMENTS: \_\_\_\_\_

**Sul Ross State University  
Payroll Schedule Election Form**

Employees who work less than 12 months per year may be paid over 12 months. This is called “annualized compensation.” Annualized compensation gives you income during the summer months and makes it easy to pay your summer benefit premiums.

Due to recent IRS regulations, you must make a written election to receive annualized compensation. Please initial your selection, sign, and return this form before your first day of work for the fall semester. If you fail to return this election before you begin work for the school year, the university will not annualize your compensation.

IRS regulations provide that, once you have made an election, you may not revoke it during the current school year. Once established, the election will remain in effect indefinitely or until a new election is made in writing. Elections may be any time prior to the first day of work for the new school year, but no later.

As with any income tax matter, please contact your personal tax advisor if you have questions. If you are an at-will employee, nothing in this form changes or alters that status.

Please initial your election below:

**Annualized (9month contract paid over 12 months)**

I elect annualized compensation. I understand that payroll deductions for taxes and benefits will be taken equally from each paycheck.

**Not Annualized (9 months contract paid over 9 months)**

I do not elect annualized compensation. I understand that I am responsible for timely submitting payments for my portion of benefit premiums during any period when I am not receiving a paycheck. I also understand that, if I fail to timely submit these payments, my benefits may lapse.

Employee: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

Return this form to Payroll, BAB 204, Box C-500, Alpine, Texas 79832 or email to [payroll@sulross.edu](mailto:payroll@sulross.edu)

**SUL ROSS STATE UNIVERSITY**

**Application for Faculty Absence**

(No Reimbursement from State Required)

I, \_\_\_\_\_, will be absent beginning on \_\_\_\_\_, and returning to my work, according to present plans, on or before \_\_\_\_\_.

I request permission to be absent from my duties at Sul Ross State University for reasons described in detail as follows:

Travel on Personal Business: \_\_\_\_\_  
\_\_\_\_\_

Sick Leave     Self or     Immediate Family (state relationship) \_\_\_\_\_  
\_\_\_\_\_ Total Number of Sick Hours \_\_\_\_\_

Emergency Leave (give reason; in case of death state family relationship) \_\_\_\_\_  
\_\_\_\_\_

I suggest the following arrangements to take care of my classes in my absence, and if the application is approved, will assume responsibility for making these arrangements and seeing that they are executed:

CLASS	TIME OF MEETING	ARRANGEMENT SUGGESTED IN MY ABSENCE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

Title

Approved: \_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_ Date

Approved: \_\_\_\_\_  
Dean or Division Director

\_\_\_\_\_ Date

Approved: \_\_\_\_\_  
Vice President for Academic Affairs

\_\_\_\_\_ Date

Approved: \_\_\_\_\_  
President

\_\_\_\_\_ Date

Return ONE signed copy to the Academic Affairs Office, BAB 203.  
Submit to payroll@sulross.edu