

# PERSONNEL POLICIES & PROCEDURES MANUAL



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## Chapter 1 - Introduction

The employees covered by the policies contained in this manual include **all full-time and part-time employees, wage/hourly employees, and all student employees** of the Appalachian College of Pharmacy (the College) and any and all of its subsidiaries.

This manual and the policies within may be amended at the discretion of the College's Board of Trustees without prior notice to employees.

### 1.1 Purpose and Use of the Manual

The purpose of this manual is to inform all employees of the College of their obligations and responsibilities to the College as well as the College's responsibilities and obligations to its employees.

The manual is intended to be a repository of information that the College's employees require for their daily activities. It is designed to inform employees of the College's policies in general and to serve as a reference for employees.

### ATTENTION, THE FOLLOWING DISCLOSURES AND DISCLAIMERS IMPACT CERTAIN EMPLOYEE RIGHTS AND RESPONSIBILITIES:

This manual is not a contract of employment and does not confer contractual rights, either express or implied, upon any employee, nor does it guarantee employment for any period of time or any particular location. Unless by separate written contract, all or part of this policy is specifically referenced and incorporated into such contract. The terms and conditions stated herein shall supersede any terms or condition set forth in any other policy, procedure or process adopted by the College that are in conflict with this manual. In any proceeding to enforce the provisions herein, it shall be presumed that the College employees have read this manual, understand its contents and have had the opportunity to ask for and receive clarifications upon request. It is the duty of all College employees to familiarize themselves with the policies and procedures adopted by the College and it shall not be a valid defense to assert that an employee did not know about or have access to such duly adopted policies that are posted on the College website or otherwise made accessible to such employee upon request. All College contract employees shall be bound by any duly adopted changes to this policy manual upon the subsequent annual renewal date of such contracts whether or not such employee is offered or accepts the renewal contract or renewal letter. Any newly adopted policies and procedures shall apply whether or not a contract renewal has taken place. Should portions of any of the College's policies and procedures be found as a matter of law or regulation not to be enforceable, the remaining portions shall remain in full force and effect.

## 1.2 Employee Vision and Values

All policies and procedures applicable to employees shall be interpreted and implemented in accordance with the spirit of the following vision and values:

1. All members of the College community shall be courteous, trustworthy, supportive, open-minded, nurturing, effective, dedicated, respectful, and responsible individuals;
2. The work of the College should be inspiring, challenging, enjoyable, and rewarding;
3. The College community must be safe, stable, and inclusive;
4. The College community is a learning community with a focus on excellence, character, and service to the community; and
5. Employees must value honest and open communication, clear and consistent procedures, fair treatment, and an empowering environment for all members of the community.

## 1.3 Employee-Management Obligations

The management at the College has the following obligations:

1. The College shall foster a learning community environment that challenges, supports, inspires, and rewards employees;
2. The College shall assist in the career development of employees;
3. The College shall encourage employee input in appropriate matters and situations affecting the work environment; and
4. The College shall work to empower employees in the efficient and effective performance of their jobs.

The employees of the College have the following obligations:

1. Employees shall work diligently, cooperatively, efficiently, and effectively to realize the College's educational, service, and scholarship missions;
2. Employees shall publicly present a positive image of the College;
3. Employees shall foster principles of continuous quality improvement;
4. Employees shall participate in decisions that affect their work;
5. Employees shall comply with the College community standards, rules, policies, and procedures; and
6. Employees shall act responsibly, ethically, and professionally;
7. Employees shall timely report any knowledge of any employee or student conduct that is illegal or otherwise endangers the safety and welfare of any the College employee or student or threatens the integrity and standing of the College.

## 1.4 Appalachian College of Pharmacy Vision, Mission & Goals

### **Vision Statement**

The Appalachian College of Pharmacy through quality and innovative education, service and scholarship, will improve the general health and well-being of the residents of rural or underserved populations, particularly vulnerable populations within Central Appalachia. ACP will educate health professionals to embrace knowledge and technology to optimize patient care and health outcomes in an interdisciplinary healthcare environment and will collaborate with stakeholders to develop centers of excellence to address identified needs in rural health.

### **Mission Statement**

The Appalachian College of Pharmacy, a college of higher education, provides academic, scientific, and professional education to address the health-related needs of rural and underserved communities, particularly those in Appalachia, through education, service, and scholarship. The philosophy of the College is to cultivate a learning community committed to education, community outreach, and professional development.

### **Goals and Values to Achieve the Mission**

#### **Education**

- Provide quality pharmacy education to develop pharmacists with the professional attributes necessary to be competent providers of pharmacist-delivered patient care and managers of medication therapy and medication distribution systems.
- Deliver a comprehensive and integrated curriculum that utilizes student-centered active learning to achieve the defined educational outcomes and competencies.
- Recruit and admit qualified students from Central Appalachia and other regions who demonstrate an interest in the health needs of rural or medically-underserved populations.
- Continuously assess and improve the quality of the educational program (content and methods) and assure the qualifications of the faculty and available resources are commensurate with contemporary pharmacy education and practice.
- Educate pharmacists to utilize population-specific data, evidence-based interventions, and other public health tools to promote health and wellness and minimize morbidity and mortality.
- Develop and nurture cultural sensitivity, critical thinking skills, and self-directed life-long learning habits.
- Create an environment that is supportive of diverse populations and that considers the individual needs of students while encouraging interdisciplinary teamwork and communication.

## **Service**

- Provide early and longitudinal exposure to volunteerism with emphasis on community involvement through College-sponsored activities or community-based organizations or programs.
- Collaborate with community and professional leaders to formulate and communicate public health policy to address health disparities and improve outcomes.
- Identify, develop, and implement evidence-based interventions to address health priorities in collaboration with stakeholders and community partners.
- Provide leadership and service through faculty, staff, and student participation in the College, community, and professional activities.
- Offer an educational experience that values and responds to the needs of rural and medically-underserved communities.
- Enhance social and academic learning while promoting civic engagement.
- Promote excellence in the practice of pharmacy by reflecting contemporary practice and being agents of positive change in the vision for the future.
- Collaborate with health care providers and organizations in a service model that emphasizes the importance of the pharmacist as a key member of an interdisciplinary team.

## **Scholarship**

- Encourage and support research, scholarly pursuits, and publications in the foundational sciences, clinical pharmacy practice, and population health.
- Promote the scholarship of discovery by encouraging collaborative research and publication between foundational science and clinical faculty.
- Advance the scholarship of teaching for optimal student learning and educational outcomes.
- Support the educational and scholarly maturation and mentoring of students and faculty.

## **Chapter 2 – Organization, Management, and Administration**

### **2.1 History of the Appalachian College of Pharmacy**

ACP was founded in August 2003 as the University of Appalachia by Frank Kilgore, assistant county attorney for Buchanan County, Virginia. The Buchanan County Board of Supervisors and Buchanan County Industrial Development Authority requested that Mr. Kilgore establish a higher education institution as an economic, educational, and healthcare development project. ACP is strategically positioned in Buchanan County, Virginia, which shares borders with Kentucky and West Virginia in the center of the Appalachian coalfields. The Appalachian region faces significant economic and educational barriers, as well as healthcare challenges. A previous report to the Virginia Legislature documented that residents of Southwest Virginia have difficulty obtaining and paying for healthcare, including dental and pharmaceutical care. By bringing higher education and advances in healthcare to the region, ACP is well-positioned to be a catalyst for positive changes in economic development, education, and healthcare.

ACP was awarded pre-candidate accreditation status with the Accreditation Council for Pharmacy Education (ACPE) in June 2005 and was awarded candidate accreditation status by ACPE in June 2007, permitting ACP's graduates to sit for the national pharmacy licensure examinations. The University of Appalachia was renamed the Appalachian College of Pharmacy in February 2009. In January 2010, ACP was awarded accreditation status by ACPE and was subsequently awarded accreditation status by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) with an effective date of January 1, 2011.

ACP matriculated its first class in August 2005 and graduated its first class in the spring of 2008. The first two years of the Doctor of Pharmacy program are offered predominantly on campus in Buchanan County, Virginia, and the third year of the program is offered at experiential sites throughout the region, and the United States of America. In addition to the rigorous course work in the accelerated pharmacy curriculum, community service has been and remains a focus for ACP. All PharmD students have an early and ongoing exposure to volunteerism through the Pharmacists in Community Service (PICS) program, whereby each student must complete 100 hours of community service in order to fulfill graduation requirements. Since 2005, ACP has laid the groundwork for growth and quality by continuing to develop new programs, expand outreach and scholarship, and obtain grants that are mission-focused.

On March 17, 2021, Appalachian College of Pharmacy signed an agreement with the Harvey W. Peters Research Foundation of Roanoke, the single member of Edward Via College of Osteopathic Medicine of Blacksburg, Virginia, which makes ACP a sister institution with VCOM in a new educational consortium.

In December 2022, ACP signed a memorandum of understanding with the Southwest Virginia Higher Education Center creating a partnership to allow ACP to offer classes at the Southwest Virginia Higher Ed Center. ACP students who complete their first year of

pharmacy school are given the opportunity to apply for class at the Southwest Virginia Higher Ed Center. Beginning with the fall 2023 term, a small cohort of students began taking classes at the Southwest Virginia Higher Ed Center located at 1 Partnership Cir, Abingdon, VA. In the 2024 fall term ACP added a Doctor of Public Health (DrPH) program online and an online Certified Pharmacy Technician (CPhT) certificate program. In 2025, ACP signed an agreement with the Roanoke Higher Ed Center located at 108 N. Jefferson Street, Roanoke, VA and a small cohort of students will begin taking classes during the 2025 summer term.

## 2.2      Organizational Structure

The Appalachian College of Pharmacy is led by the President with the Provost serving as the Chief Academic Officer.

## 2.3      Board of Trustees

The College's Board of Trustees set and adopt College policies and procedures, have the authority to hire or dismiss the President or Provost subject to the terms and procedures set forth herein and applicable contracts and is charged with the overall guidance and decision making of the College as set forth in the College charter and by-laws, subject to state and federal laws, accreditation standards and corporate guidelines. The Chair of the Board of Trustees has other specific powers as set forth in the College's charter and by-laws and as assigned by the Board from time to time by specific vote. Membership listings and bios of the College Trustees can be found at <http://www.acp.edu/index.php/about/press-room/directory/board-of-trustees/>

The Appalachian College of Pharmacy Board of Trustee members shall have the same rights, privileges, and access to the College campus, equipment, and other facilities as employees of the College except for records considered confidential unless such records are deemed necessary by legal counsel to share with the Trustees as part of litigation, threatened litigation, personnel proceedings, or criminal investigations that may, by established procedure, come before the Board of Trustees or its Chair for action, decision, or input.

## **Chapter 3 – College Office Policies**

The College has the following published policies attached hereto as Appendices F and G:

- (1) Mandatory Arbitration Policy; and
- (2) Intellectual Property Policy.

These policies apply to all employees of the College and should be carefully read and understood by each employee prior to and during employment. These policies will change from time to time and all employees are charged with keeping abreast of such changes. Contract employees by signing renewal letters of employment are bound by all new policy changes in effect at the time of signing, not the terms in place at the time of initial employment. In addition to these published policies, The College has adopted the policies set forth below:

### **3.1 Equal Opportunity Employer**

The College is an equal opportunity employer and does not discriminate against employees on the basis of race, color, creed, religion, ancestry, age, sex, marital status, national origin, disability or handicap, sexual orientation, or veteran's status. However, each employee's employment is conditioned on his or her ability to demonstrate to the College his or her continued authorization to work in the United States under the terms of its Immigration and Naturalization laws.

### **3.2 Residency Policy**

All full-time employees, including full-time faculty, administrators, and staff, of the College must make their legal domicile in Buchanan County, Virginia. Part-time administrators and staff working more than 20 hours per week whose appointments are for one year or longer shall also reside in Buchanan County. This means that the primary residences of the employees described in this section must be located in Buchanan County, and all such employees must be registered voters in Buchanan County, Virginia. Full-time employees may be required to provide the College with a copy of their voter registration card for their personnel file. If an employee is not permitted to register to vote because of his or her immigration status, then he or she shall present proof that he or she leases, owns, or rents a residence in Buchanan County, Virginia and primarily resides therein.

The President of the College must reside in Buchanan County, Virginia, regardless of his or her full- or part-time employment status.

#### **3.2.1 Exemptions to Residency Policy**

The following employment situations at the College are exempt from the aforesated Residency Policy:

- a. Full-time faculty or full- or part-time staff whose services to the College are conducted primarily outside of Buchanan County, such as pharmacy practice faculty with sites located outside Buchanan County;
- b. Part-time administrators and staff who work less than 20 hours per week and whose work appointments are for less than one year;
- c. Visiting professors;
- d. Part-time or adjunct professors;
- e. Consultants;
- f. Researchers whose primary research and contributions to the College require residency near research facilities; and
- g. The Director of Development, whose title may change without requiring residency.

Violation of the Residency Policy, if not corrected, shall result in termination.

### 3.3 Policy on Sexual and Other Unlawful Harassment

Harassment of applicants, students, and employees of the Appalachian College of Pharmacy (ACP) for any reason, particularly on the basis of race, color, religion, age, sex, marital status, national origin, disability or handicap, sexual orientation, ancestry, or veteran's status, including sexual harassment (all as defined and protected by applicable law) is prohibited.

As a recipient of federal financial assistance, ACP is required to comply with Title IX of the Higher Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*) and related regulations, which prohibit discrimination on the basis of sex in educational programs or activities. Sexual Misconduct as defined in this Policy is a form of sex discrimination and is prohibited by Title IX.

#### Scope of Policy

The Appalachian College of Pharmacy has adopted the following standards of conduct (herein after broadly referred to as "Sexual Misconduct Policy" or "Policy") for all members of our community--students, faculty, administrators, staff, vendors, contractors, and third parties-- with respect to sexual harassment, sexual exploitation, sexual violence, stalking, and dating and domestic violence (collectively referred to as "Prohibited Conduct") to address ACP's responsibilities under Title IX and the 2013 Violence Against Women Reauthorization Act of 2013 (also known as the Campus SaVE Act). These standards apply equally to all regardless of the sex, gender, sexual orientation, gender identity, or gender expression of any of the individuals involved.

Sexual Misconduct (both on and off campus) violates ACP policy and Federal Civil Rights Laws and may also be subject to criminal prosecution. ACP is committed to creating and sustaining an educational and working environment free of sex discrimination, sexual

harassment, sexual violence, sexual exploitation, domestic violence, dating violence, and stalking. The safety and well-being of the campus community is a priority for ACP.

This Sexual Misconduct Policy adopted by ACP is designed to provide for a prompt, fair, and impartial investigation and resolution of complaints, while ensuring a Complainant's protections under Title IX. A complete copy of the ACP Sexual Misconduct Policy can be found at: <https://www.acp.edu/resources/title-ix/>

#### Title IX Coordinator

Pursuant to Title IX of the Education Amendments of 1972 and the U.S. Department of Education's implementing regulations at [34 C.F.R. Part 106](#), ACP's Title IX Coordinator has primary responsibility for coordinating ACP's efforts to comply with and carry out its responsibilities under Title IX, which prohibits sex discrimination in all the operations of ACP, as well as retaliation for the purpose of interfering with any right or privilege secured by Title IX. The Title IX Coordinator oversees this process in order to the appropriate steps to end the Prohibited Conduct (under Title IX and the Campus SaVE Act), prevent its recurrence, and redress its effects. The Title IX Coordinator shall be appointed by the President of ACP.

#### Title IX Coordinator:

Dr. Caterina Hernandez

Office Phone: (276) 498-5235

Address: McGlothlin Hall (1060 Dragon Rd., Oakwood, VA 24631)

Email: [TitleIXCoordinator@acp.edu](mailto:TitleIXCoordinator@acp.edu)

Website: <https://www.acp.edu/resources/title-ix/>

**All ACP faculty and staff are required to report allegations of Prohibited Conduct as defined in this Policy (or potentially Prohibited Conduct) to the Title IX Coordinator unless they have a recognized confidentiality privilege. Additionally, any student with knowledge of Prohibited Conduct is strongly encouraged to report the concern to the Title IX Coordinator.**

Under Virginia Code § 23-9.2:15: Any responsible employee who in the course of his employment obtains information that an act of sexual violence may have been committed against a student attending the institution or may have occurred on campus, in or on a noncampus building or property, or on public property shall report such information to the Title IX coordinator as soon as practicable after addressing the immediate needs of the victim. "Sexual violence" means physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent.

A person may also contact or file a complaint with the US Department of Education, Office for Civil Rights (OCR; Phone: 1-800-421-3481; Email: [OCR@ed.gov](mailto:OCR@ed.gov)) regarding an alleged violation of Title IX online at:

<http://www2.ed.gov/about/offices/list/ocr/complaintintro.html>

## Academic Freedom

As a reflection of institutional values, this policy upholds traditions of academic freedom and uncensored debate on matters of public concern that are conducted within applicable state and federal law. The policy affects no compromise of freedom of thought, inquiry, or debate. Rather, the policy seeks to ensure an environment in which education, work, research, and discussion are not corrupted by harassment. Professional relationships among faculty, staff, and students are central to the educational mission of the College. Those who work within this community are entrusted with unique responsibilities, including, but not limited to, guiding the educational and professional development of students, evaluating student performance and assigning grades, providing job recommendations, mentoring, and counseling.

## Sexual Harassment

Sexual harassment has been defined generally as including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whenever: (1) submission to the conduct is either an explicit or implicit term or condition of employment; (2) an employee's reaction to the conduct is used as a basis for employment decisions affecting that employee; or (3) the conduct has the purpose or effect of interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment.

### Examples of Sexual Harassment:

Sexual harassment can take many forms. Examples of conduct of a sexual nature include, but are not limited to, the following: sex-oriented verbal kidding, teasing, or jokes; repeated offensive sexual flirtations, advances, or propositions; reference or use of sexual material in class without any contextual relationship to the material being presented; attempted or actual unwanted kissing or fondling; continued or repeated verbal abuse of a sexual nature; graphic or degrading comments about an individual or his or her appearance; the display of sexually suggestive objects or pictures; subtle pressure for sexual activity; inappropriate physical contact; or implied or overt sexual threats.

The examples listed above are not exclusive but simply represent types of conduct that may constitute sexual harassment.

Sexual harassment does not refer to occasional compliments of a socially-acceptable nature or consensual personal and social relationships without a discriminatory employment effect. It refers to behavior that is not welcome and that is personally intimidating, hostile, or offensive.

## Other Unlawful Harassment

Harassment on other grounds, such as race, color, religion, age, sex, marital status, national origin, disability or handicap, sexual orientation, ancestry, veteran's status, or any other

characteristic that is protected by law is also prohibited. Harassment includes jokes, verbal abuse and epithets, degrading comments, the display of offensive objects and pictures, and other conduct that the individual might reasonably find to be offensive.

### 3.3.1 Anti-Fraternization Policy

The College is charged with and takes seriously providing a safe and productive learning environment for its students and therefore considers it inappropriate for any the College employee to establish or allow to be established an intimate physical relationship with a student, regardless of gender, whose academic performance, work performance, financial support or aid will be evaluated, determined, or influenced by such employee. The College considers it a violation of this policy for any employee to offer or request sexual favors, make sexual advances, or engage in sexual conduct, regardless of consent, with a student who is not the employee's spouse.

This policy is specifically designed to avoid any implied or direct misuse of power that any employee may exert or intimate over a student at any time such student is enrolled at the College.

### Complaint Procedure

The College requires reporting of all incidents of sexual or other harassment, regardless of the identity of the offender. While the College encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome, the College also recognizes that power and status disparities between the offender and the recipient of the offensive conduct may make such a confrontation impossible. Consequently, such direct communication is not a requirement or prerequisite to filing a complaint.

An employee or student who reasonably believes that he or she is or has been the victim of illegal discrimination or harassment in violation of this policy shall immediately notify his or her supervisor, the President, Provost, or the College's Legal Counsel. The College will fully investigate all complaints and maintain confidentiality to the extent possible given the College's duty to investigate the complaint. Anyone who is found to have engaged in illegal discrimination or harassment in violation of this policy will be subject to appropriate disciplinary action, which may include termination of employment, depending on the circumstances. No employee will be retaliated against for making a complaint or assisting with the investigation of a complaint. Making a complaint does not, however, exonerate the complainant from disciplinary action for separate and distinct violations of this personnel policy or for making a false or malicious complaint.

The College is strongly committed to maintaining a workplace free of impermissible harassment or intimidation, including sexual harassment. All complaints will be taken seriously.

Regardless of whether you have performed any of the above reporting actions, **you may contact the Office for Civil Rights, United States Department of Education, regarding complaints based on age, race, national origin, color, disability, or gender at:**

**District of Columbia Office  
Office for Civil Rights  
U.S. Department of Education  
1100 Pennsylvania Ave., N.W., Rm. 316  
P.O. Box 14620  
Washington, D.C. 20044-4620**

**Telephone: 202-208-2545  
FAX: 202-208-7797; TDD: 877-521-2172  
Email: [OCR.DC@ed.gov](mailto:OCR.DC@ed.gov)**

### 3.3.2 Duty to Report

All full and part time the College employees and all students, whether or not employed by the College, have a duty to promptly report all incidents of unlawful harassment, including sexual harassment, discrimination, threats, acts of violence, or other crimes that occur to them or to others in their presence related to the College activities on or off campus.

Any display of violence or threatening behavior on the part of any employee, student, agent, officer, contractor, vendor, or any other person or group involving the College activities on or off campus shall be immediately reported to the President of the College, Provost, or Legal Counsel. In the event of a threat of immediate and/or imminent danger, such report shall be made directly to law enforcement authorities.

Failure by any employee or student to fulfill this duty may result in disciplinary action, up to and including termination of employment or dismissal.

### 3.4 Policy on Disability

The College is committed to providing equal opportunity employment to qualified individuals with disabilities. The College agrees to employ, advance in employment, and otherwise treat qualified individuals without regard to their disability in all employment practices including the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation and benefits, and selection for training.

The College will attempt reasonably to accommodate disabled employees and job applicants to permit them to perform the essential functions of their jobs in a safe and efficient manner. The College will afford reasonable accommodation to qualified applicants and employees with a known disability provided that the accommodation does not cause undue hardship to The College or, irrespective of the accommodation, that such individuals do not pose a direct threat to the health and safety of themselves or others.

Applicants and employees with disabilities may inform the President of the College of the disability and may suggest, on a confidential basis, how the College may reasonably accommodate them. All applicants and employees are required to timely disclose any past or pending criminal or protective order petition charges including, but not limited to, convictions of or documented propensities toward violence concerning them or any diagnosis of mental problems that have in the past or during their employment resulted in threats or acts of violence toward others. Such disclosures shall include being placed on probation, terminated or otherwise disciplined for workplace threats or acts of violence.

Any employee requesting accommodation must inform the President of the College of his or her disability in writing, including documentation of such disability and a written request for accommodation, within thirty (30) days of employment if possible.

### 3.5 Hours of Work

The College's standard business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. A list of holidays when the College offices will be closed can be found in section 3.12 of this manual as well as on the College website.

Each non-exempt employee shall be at his or her work station ready to begin work at 8:00 a.m. unless his/her work hours have been rescheduled and approved by the President. Temporary rescheduling may be authorized by their immediate supervisor. The employee shall notify the employee's supervisor of unplanned or unexpected late arrivals as soon as possible.

### 3.6 Overtime

Employees in non-exempt positions under the Federal Fair Labor Standards Act (FLSA) include, but are not limited to, employees who make less than \$684 per week and perform clerical, secretarial, or non-supervisory administrative duties. Whether an individual is exempt or non-exempt is based upon the duties he or she performs as an employee and the aforesaid threshold amount of income per week shall automatically adjust when implemented under the FLSA without the formal amendment of this policy.

All other professional, executive, and administrative employees, including faculty, are exempt from the FLSA.

Non-exempt employees shall not work more than forty (40) hours per work week without prior authorization of a supervisor. Supervisors shall make every effort to adjust employee workweeks to avoid incurring overtime whenever such adjustments can be made to benefit the College. Employee preferences may be considered when adjusting a workweek, but the business needs of the College shall be the supervisor's overriding concern.

If working overtime is approved in advance, it is the employee's responsibility to document his or her time worked using the form attached hereto in Appendix A and submit the form

to his or her supervisor who shall forward the form to the Chief Financial Officer for processing. Employees working authorized overtime will be compensated for their work over forty (40) hours per week at their normal wage plus one half of their normal wage (Time and a Half). Employees shall be compensated for overtime work monetarily

It is expected that overtime will be an extremely rare occurrence. Employees and supervisors should note that overtime designation pertains only to hours actually worked. When an employee has used earned leave or when a holiday falls within a workweek, the eligibility to earn overtime continues to require that forty (40) hours be actually worked before an employee is eligible for time and a half compensation. (*Ex: In the case of a week wherein an employee works nine hours one work day and a holiday fell in that week, that employee would only earn straight pay for the hour, not time-and-a-half.*)

Managers, directors, or deans/associate deans may implement temporary adjustments to work schedules for all or part of a day based on the business needs of the College. This approach shall be used whenever feasible based on the College business needs to avoid incurring overtime hours.

Exempt employees are not eligible for overtime. They are expected to work as many hours as required to perform the duties of their position.

### 3.7 Weekly Time Report

Non-exempt employees must accurately record the time they begin and end their work, on a daily basis. The time report must also reflect the beginning and ending time of any split shift or departure from work for personal reasons.

It is the employee's responsibility to sign his or her time record to certify the accuracy of all time recorded. The employee's supervisor will review and then initial the time record before submitting it for payroll processing. In the event of an error in reporting time, the employee must immediately report the problem to their supervisor .

### 3.8 Absences and Tardiness (Non-Exempt Employees)

It is the expectation of the College and a condition of employment that employees will adhere to the work schedule they are assigned and hours of work agreed upon or published. Chronic tardiness will be dealt with as a performance issue. Failure to adhere to the hours of work policy may lead to disciplinary action up to and including termination.

Anyone who will be absent for any reason during regular work hours must inform his or her immediate supervisor prior to the absence unless the nature of the absence is such that prior notification is not reasonably possible; in such cases, the employee shall notify his or her supervisor as soon as possible.

Each non-exempt employee shall be at his or her work station ready to begin work at 8:00 a.m. unless his/her work hours have been rescheduled and approved by the employee's

supervisor. The employee shall notify the employee's supervisor of unplanned or unexpected late arrivals as soon as possible.

### 3.9 Lunch Hour (Non-Exempt Employees)

Unless other arrangements have been made with the employee's supervisor, non-exempt full-time employees are expected to take a one-hour lunch break, generally in the middle of their shift. Part time employees (gym workers, library workers, and tutors) shall not receive a lunch break, but part time employees may eat during the middle of their shift. However, in order to continue office operations during lunch breaks, supervisors shall stagger lunch periods of their employees.

### 3.10 Kitchen Areas

Certain areas in all buildings may have coffee pots, microwave ovens, refrigerators, vending machines, tables, and chairs for the convenience of all employees. The orderliness and cleanliness of those areas are the responsibility of all employees who use them.

### 3.11 Scheduling Vacations

Employees must obtain prior approval of their immediate supervisors when scheduling vacation leave. When considering multiple requests for vacation leave during the same time, supervisors must first consider the business needs of the College. If more employees request vacation leave than can be accommodated during a given time period, the employees' supervisor will use an equitable means to determine whose leave is granted. Equitable means may be based on date of the requests, length of service by the employee(s), requests for previous leave, or any other circumstance.

### 3.12 Holidays

The College's offices will be closed on certain holidays. A schedule of the holidays that the office will be closed during any given year follows:

- (1) New Year's Day
- (2) Presidents' Day
- (3) Memorial Day
- (4) Fourth of July
- (5) Labor Day
- (6) Thanksgiving Day and the Friday after Thanksgiving
- (7) Christmas Eve and Christmas Day

See the academic calendar for a list of holiday dates for the current year. Two additional holidays are designated, one announced annually and a second floating holiday.

### 3.13 Inclement Weather

Occasionally inclement weather and the hazardous driving conditions may dictate that classes and /or work hours be delayed or cancelled. On rare occasions the College may be closed. Delayed start times, rather than cancellation or closure, will be the preferred method of operation whenever reasonable.

Decisions regarding delays, cancellations or closures shall be made by the President, Provost, Chief Financial Officer, Safety Director, or their designee. No other employees are authorized to delay or cancel classes or close the College operations.

Delays and cancellations will be announced utilizing the College's One Call System and employees may select to receive text messages, cellphone calls and home land line calls. Everyone will receive an email with the delay and/or cancellation. Students and College personnel are responsible for checking the phone, email or website to determine the College's status when weather may reasonably be expected to result in altered operating times.

In cases where personnel do not believe it is in their best safety interests to attempt to travel in inclement weather, personnel should avail themselves of their leave to cover their absence. Appropriate notification of supervisors shall be made in a timely fashion so that coverage may be arranged.

When classes are delayed, staff reporting times will also be delayed by the same amount of time unless specifically noted otherwise. For example: Classes may be operating on a 60-minute delay which will result in a 10:00 a.m. start time for students, thus staff would report at 9:00 a.m. When classes are cancelled for a day or dismissed early, staff will be notified if they are excused or dismissed early.

### 3.14 Privacy

The College employees have no expectation of privacy regarding their assigned offices, desks, lockers, or mail received at the College's address, calls to and from the College telephones, including the College-purchased cellular phones, or College computers or network systems, including laptops, desktops and information routed to or stored within IT servers. Any such the College owned equipment or furnishings may be seized or secured without notice and failure to surrender such items upon request of the employee's supervisors or other the College officials or damaging such items in order to erase or disable them or otherwise conceal their contents may result in discipline including termination.

This policy does not apply to employees' personal items (i.e., purses, brief cases, backpacks, coats, pockets, etc.) except in situations whereby the employee's supervisor or other the College officials have reason to believe that stolen items, illegal contraband or banned weapons are concealed therein. If such employee conduct is reasonably suspected, the College official may require the employee to not remove his or her personal item from view in order for law enforcement personnel to be called to investigate. Failure of the employee to cooperate with such a request may be grounds for discipline including termination.

### 3.15 Personal Use of Office Equipment and Supplies

The College's supplies, copy services, postage meter, and support personnel are for the College's business purposes only and are not for personal use.

Personal telephone calls during business hours, both incoming and outgoing, shall be confined to those which are absolutely necessary and shall be kept to a minimum.

### 3.16 Professional Attitude and Appearance

Employees shall maintain a professional demeanor at all times. This extends to employee dress, professional communications, and work area decoration, the suitability of which shall be determined by the President or his or her designee.

Employees shall dress neatly and in a manner consistent with a professional atmosphere, keeping in mind the impression made upon students, visitors, and other employees. Whenever there is a need for clarification regarding the appropriateness of attire, the President or his/ her designee shall be the final arbiter of the suitability of attire. However, tee-shirts, tennis shoes, casual sandals, denim of any kind or color, flip flops, bare midriffs, tank tops, see-through tops, or other inappropriate clothing is prohibited during business hours and while representing the College at formal college functions on or off campus. However, for casual events including but not limited to athletic events, picnics, and sports activities, the following attire shall be acceptable: tee-shirts, jeans, shorts, capris tennis shoes, flip flops, and casual sandals.

### 3.17 Visitors and Phone Procedures

In order to present the most favorable image possible of the College, certain basic standards shall be followed when interacting with visitors and the general public.

- (1) All visitors shall be treated courteously, their business given prompt attention, and their stay in the office made pleasant.
- (2) When a visitor arrives on campus for an appointment or interview, the employee greeting the visitor shall inquire of the reason for the visit and shall notify the appropriate employee. If the visitor cannot be met immediately, the visitor shall be given an explanation for the delay and an estimate of how long the wait will be.

(3) Visitors unknown to the receptionist shall be escorted to the meeting location or office for their business at the College and then escorted back to the reception area by an employee before exiting the facility. No one calling the College shall be kept waiting on hold. The caller shall be informed if the employee he or she is calling is available. If the caller cannot be put through to the employee immediately, the caller shall be asked if he or she would like to leave a message on the employee's voice mail.

### 3.18 Housekeeping

Each employee is responsible for the neatness and good order of his or her work area, and all employees shall cooperate in maintaining the office in the neatest and cleanest possible manner. Employees shall not: 1) hang items in the hallways; 2) move office equipment or furniture from one room to the other; 3) or place items on the walls in their office without the permission of the President or Provost.

### 3.19 Adjustment of Workloads

It is the responsibility of all administrative support staff to report his or her availability to his or her supervisor if he/she is not busy at any given time. In this way, heavy work pressures may be relieved from others and a more equitable work load balance achieved.

### 3.20 Outside Employment

Full-time employees are expected to be working solely for the College. Requests to work outside the College require pre-approval by the College President. Please use the form attached hereto as Appendix E to seek such approval.

### 3.21 Employment of Relatives

No trustee or employee shall make any decision involving a direct financial benefit to a close relative, dependent or spouse; however, this shall not preclude such trustee or employee making recommendations concerning such decisions nor a trustee voting to approve the College's annual budget. Such benefits include promotion and salary.

For the purpose of this policy "Close Relative" means father, mother, brother, sister, parents-in-law, son/daughter-in-law, brother/sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, or children of the employee or of their spouse.

As to temporary or seasonal employment (e.g. summer employment) children of employees are encouraged, and looked at favorably, to apply for employment.

In every instance where a trustee or an employee has a relationship as described herein, he or she must disclose that relationship to the deciding person(s) before they make a decision. All Trustees and employees shall always act in good faith and in the best interest of the long term interest of the corporation.

### 3.22 Publicity

Since favorable and accurate publicity is beneficial and crucial to the orderly conduct of the College and its Board of Trustees, the College is interested in communicating with the press from time to time in the form of interviews and press releases. If any employee is contacted by a member of the media regarding the College policies, events, programs or occurrences, the employee or student shall immediately report the nature of the inquiry to his or her immediate supervisor. If appropriate, the President may then grant permission in writing for such student or employee to speak on behalf of the College.

No employee may speak in behalf of the College without express written consent of the President. If the inquiry is dealing with matters of business before the Board of Trustees, the President shall refer such matters to the Chair of the Board of Trustees.

#### 3.22.1 College-Wide Communications

Open communications among administration, faculty, staff and students is encouraged. Employees may communicate news or information to other employees using mass emails or memoranda.

### 3.23 Reimbursements and Purchases

Reimbursements to any employee for expenses incurred by the employee on behalf of the College are paid once a month. Employees shall submit all requests for reimbursement by the 25<sup>th</sup> day of each month in order to receive reimbursement that month. Requests for reimbursement should be submitted within thirty (30) days of incurring the expense. A properly completed reimbursement form shall be submitted to the Chief Financial Officer. All relevant receipts must be attached. See form attached hereto in Appendix B.

Purchases of equipment or services, including office supplies, electronic equipment, etc., require the approval of the President, Provost, or the President's designee **before** placing the order for the services or materials. A purchase order should be submitted to the employee's supervisor in advance for processing for goods or services at a cost of \$5,000 or more, and if approved, the order for the materials or services may then be placed. If a purchase order is required by the vendor then a purchase order should be submitted to the employee's supervisor in advance for processing, and if approved, the order for the materials or services may then be placed.

#### 3.23.1 Routine and Non-Routine Travel

Routine travel is that which occurs in the course of an employee's usual daily responsibilities, such as travel to and from the campus and within Buchanan County. Employees shall not be reimbursed the cost of travel to or from work on the College's Oakwood campus; to or from his/her regular work site off campus; or to or from public service events. Employees shall not be considered to be at work during such travels.

Detailed requests for non-routine travel, such as attending conferences, seminars, and any overnight stays, must be made on a Non-routine Travel Request, attached hereto in Appendix C. In order to be eligible for reimbursement, requests should be made in advance to the employee's supervisor and approved by both the supervisor and the Chief Financial Officer. Members of Administration (defined as members of the Appalachian College of Pharmacy Executive Committee) are exempt from the requirement to submit travel requests in advance.

### 3.24 Intellectual Property Policy

#### Purpose of the Policy

The Appalachian College of Pharmacy (the College) desires to publish guidelines for the College relating to the ownership of intellectual property created by or on behalf of the College, its faculty, staff and students. As a non-profit educational institution, the College desires to promote the creation and dissemination of scholarly and academic works and inventions in a manner that is equitable to everyone involved.

#### Summary

While the federal "work for hire" doctrine (see definition below), provides in general that the copyright in all copyrightable works created by an employee in the normal course of his or her employment belong to the employer, the College desires to allow those rights to revert to the creator(s) in certain circumstances outlined in this policy. However, when a work is specifically commissioned by the College or is developed with significant College resources, different ownership rules are appropriate. Further, when a work is commissioned by a third party, a written agreement governing such commissioned work shall determine ownership rights.

#### Definitions

The following terms shall have the following meanings for purposes of this Policy:

"Copyright" shall mean the federal right of protection in copyrightable materials that permits the owner to prevent others from copying, making derivative works, distributing to the public and publicly performing or displaying such materials (17 U.S.C. §106). Copyrightable materials are original works of authorship and include literature, music, photography, computer programs and artistic works.

"Significant College Resources" shall mean the substantial use of the College's facilities, equipment and/or personnel in the creation and/or development of materials or inventions. Materials and inventions created and/or developed almost exclusively during normal business hours at the College shall be considered as using Significant College Resources. If there is any doubt whether intellectual property has been created using Significant College Resources, the Provost of the College shall make such determination.

“Sponsored Resources” shall mean funding and/or other assistance provided by a third party including, without limitation, the government, for the development of materials and/or inventions by the College’s faculty, employees and/or students. All such sponsored activities shall be governed by a separate agreement to which the College is a party.

“College Commissioned” shall mean materials and/or inventions specifically requested by the College either orally or in writing and all developments related thereto. If there is any doubt whether materials and/or inventions have been College Commissioned, the President of the College shall make such determination which shall be final.

“Work for Hire” shall mean the federal rule that the copyright in materials prepared by an employee within the scope of his or her employment is owned by the employer and not the employee (17 U.S.C. §201(b)).

## POLICY

### Work for Hire

Except as otherwise provided in a written agreement, all copyrightable materials created by the faculty and/or staff of the College that is not College Commissioned, created with Significant College or Sponsored Resources shall not be considered Work for Hire, but all Copyrights and other intellectual property rights shall be the property of the creator(s). However, the creator(s) agree to grant the College a non-exclusive, fully paid up, perpetual and worldwide license to use all such works that relate to the operations or missions of the College. In this regard, the President and Provost of the College shall be notified in a timely manner of the creation of all such works and shall be provided with a complete and accurate list with copies of all such works upon the termination of employment, for any reason, of each faculty and staff member. All use of such works by the creator(s) shall give appropriate credit to the College.

### College Commissioned Works and Use of Significant College Resources

Except as may be otherwise provided in a written agreement, all Copyrights and other intellectual property rights in works created and/or developed using Significant College Resources or that are College Commissioned shall be owned by the College. In certain circumstances, the College may want to provide for joint ownership or to cede its intellectual property rights to the creator(s). In such cases, the ownership of the intellectual property rights and any allocation of income derived from such intellectual property shall be governed by a separate written agreement entered into between the College and the creator(s). All creators of intellectual property under this section shall notify the President and Provost of the College in a timely manner of the creation or contemplated creation of such intellectual property. If the creator(s) desire to have an ownership interest in any intellectual property created and/or developed using Significant College Resources or that is College Commissioned, such matter shall be discussed with the President and Provost of the College and a written agreement shall be entered into as soon as reasonably practical.

## Sponsored Resources

In all cases, intellectual property that is to be created and/or developed by the College faculty, staff or students using Sponsored Resources shall be governed by a written agreement to which the College shall be a party. The ownership of the Copyrights and other intellectual property rights and any allocation of income derived from such intellectual property shall be governed by that agreement.

### Presumption of ACP Ownership When No Written Agreement Exists:

Should such intellectual property created and/or developed by the College faculty, staff or students using Sponsored and/or Significant College Resources not be reduced to a written agreement then same shall be considered the exclusive property of the College.

## Trademarks

The College's name, logo, trademarks and service marks (collectively, the "College Marks") are owned exclusively by the College and the faculty, employees and students of the College may not use any of the College Marks as a trademark or service mark without the express written permission of the President of the College.

### 3.25 Mandatory Arbitration Policy

In order to avoid the costs, delays, and inconvenience of civil litigation, the College adopted the following Mandatory Arbitration Policy which is incorporated by reference in all contracts and letters of employment entered into by all Employees, or by virtue of the Employee's acceptance of employment. This policy provides that all matters in controversy between the parties, including, without limitation, those matters relating to the termination of the employment of Employee hereunder or otherwise, are subject to this Policy. Employee agrees, upon acceptance of employment with the College, that any civil claim(s) he or she may have, or alleges to have, against the College, its successor, assigns, or any the College trustee, agent, employee, or official, past or present, arising out of College related acts or omissions are subject to binding arbitration as set forth herein as the sole and exclusive remedy. Nothing herein shall confer upon non-contract employees any property right interests in their employment with the College that do not at the time of notice of termination exist through state or federal laws.

#### A. Negotiation Period

For a period of at least thirty (30) days after either party gives written notice by certified mail, return receipt requested, to the other that a claim or controversy exists, the parties shall endeavor, in good faith, to resolve that controversy in strict confidence. At the end of this thirty (30) day period, if the controversy is not resolved through negotiation, then either party may invoke the arbitration process upon additional written notice by certified mail to the other party or his or her representative that he or she or it wishes to proceed to arbitration.

**B. Qualification of the Arbitrator**

The parties will utilize a single Arbitrator to resolve any such controversy or controversies between them. The parties agree that the Arbitrator mutually selected by them shall be a retired Virginia judge who is certified as an arbitrator and regularly conducts arbitration and mediation proceedings.

**C. Selection of the Arbitrator**

Within thirty (30) days of either party providing written notice to the other of intent to pursue arbitration, the parties shall endeavor in good faith to select an Arbitrator by mutual agreement to be set forth in writing by the parties. If the parties cannot agree upon an Arbitrator, then either party may petition the Circuit Court of Buchanan County to appoint an independent Arbitrator who meets the qualifications for such Arbitrator set forth hereinabove. The petition shall not set forth any allegations, facts, or circumstances of the claims against either party and shall simply state that the parties cannot agree to the designation of an Arbitrator, provide the names and credentials of the Petitioner's recommended Arbitrators, not to exceed three in number, and timely provide the other party a copy of the petition, who shall then have fifteen (15) days to submit up to three alternative Arbitrators with their credentials. Upon the court's selection of the arbitrator the parties and their representatives shall accept that arbitrator and contact him or her immediately for hearing dates and procedures. If either party violates the portion of this policy C by setting forth any allegations, facts or circumstances of the claims against the other party in the petition or any other public forum, his or her underlying claim or defense to it shall be considered waived. Claims for damages or costs suffered by the injured party for such violations shall be decided by the arbitrator upon written request by the party so injured. Damages shall be presumed and considered liquidated in nature. The arbitrator shall first make the threshold decision if this particular policy section was violated as part of the damages and cost proceedings. If no violation is found to have occurred, then the arbitrator may assess costs accordingly against the non-prevailing party and proceed with the underlying arbitration process.

**D. Location of the Arbitration**

The place of arbitration shall be Grundy, Virginia, or any other location upon which the parties mutually agree in writing.

**E. Punitive and Consequential Damages and Reinstatement**

The parties hereto hereby waive any and all claims for punitive, treble, and/or consequential damages arising out of or in any way relating to any disputes or controversies which might arise between them, whether arising under this Agreement or separate and apart from it, and that no claims for any such punitive, treble, or consequential damages shall be made by either party. Employee also agrees to waive the remedy of reinstatement to his or her former employment position in any controversy or dispute arising out of, or related to the termination of his or her employment and/or this Agreement and the parties

further stipulate that money damages for actual losses are the only recovery that can be made by the employee (or the College should it file a counter-claim).

**F. Arbitration Procedure**

The parties hereto agree that the procedure to be followed in the arbitration proceedings described herein will be governed by the laws of the Commonwealth of Virginia, except as herein otherwise provided or except as mutually agreed upon by the parties in writing.

**G. Document Discovery**

Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of all documents relevant to the issues raised by any claim or counterclaim, all documents which the producing party may rely in support of or in opposition to any claim or defense, and all categories of documents specifically requested by the other party so long as the specifically requested category of documents is reasonably calculated to lead to the discovery of relevant evidence. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitrator, which determination shall be conclusive.

**H. Deposition Discovery**

At the request of a party, the Arbitrator shall have the discretion to order examination by deposition of witnesses to the extent that the Arbitrator deems such discovery relevant and appropriate. All objections to the admissibility of deposition testimony are reserved for the arbitration hearing except for objections based upon privilege, form of the questions asked, or proprietary or confidential information.

**I. Additional Powers**

The Arbitrator shall also have the power to issue subpoenas to secure the attendance of witnesses at depositions and at the arbitration hearing, and to issue subpoenas *duces tecum* to compel non-parties to produce specified documents and things.

**J. Exclusive Remedy and Finality**

The parties hereto mutually agree that the arbitration remedy described herein shall be the sole and exclusive remedy which either party may have to resolve any and all disputes and controversies which arise between them, whether such disputes and controversies arise under this Agreement or separate and apart from this Agreement, and each party expressly waives his or her or its rights to avail himself, herself or itself of the court systems of the Commonwealth of Virginia, and any other states, commonwealths, or countries in order to resolve any such disputes and controversies.

The parties hereto also mutually agree that the findings and award made by the Arbitrator in writing shall be final and shall be taken and accepted by the parties as a complete and

final adjudication of all matters in controversy or dispute between the parties. The parties expressly waive any right to appeal the findings and award of the Arbitrator and that the Arbitrator's findings and award shall be entered as a judgment of a Circuit Court agreed upon by the parties to assure confidentiality. If no such agreement as to the Circuit Court in which the judgment is entered can be reached by the parties, then the choice by the losing party shall prevail. The parties agree that neither they nor their representatives shall disclose to the public the nature of the claim(s), proceedings, or results of arbitration unless compelled to do so by a court of law. Breach of this confidentiality agreement shall give rise to a separate claim by the non-breaching party, and liquidated damages shall be presumed by the Arbitrator upon a finding that such breach was neglectful or willful.

**K. Costs and Attorney's Fees**

The parties hereto agree that the Arbitrator may award to the prevailing party his or her or its reasonable attorney's fees and costs incurred in relation to the arbitration proceeding on a finding of bad faith against the losing party for the bringing or denial of the claim, and such award shall also be made a part of the judgment entered upon the Arbitrator's findings and award.

**L. Escrowed Pay Pending Resolution**

Upon termination or suspension without pay of an Employee who is not at-will, the College shall hold that Employee's salary in escrow until the arbitration is concluded and shall maintain the Employee's health insurance in full force and effect during such periods. If the Arbitrator finds in favor of the College and upholds its actions, then the escrowed funds shall revert back to the College. If the Arbitrator finds that the termination or suspension without pay was not warranted, the escrowed funds, including legal interests, shall be paid to the Employee in addition to any other damages awarded by the Arbitrator that are consistent with this Policy.

In the event that Employee delays arbitration by missing the notice deadlines set forth herein or requests a continuance of an arbitration hearing, the College may, at its option, cease paying the Employee's insurance premiums upon proper notice as required by applicable law. If such Employee is terminated or suspended by the College and that Employee has an on-going research project funded by an entity other than the College, then the College shall make all reasonable accommodations to facilitate the continuance of the project insofar as the Employee's commitment to conclude the project is concerned, provided that such accommodations do not subject the College's employees and/or students to any liability or a potentially dangerous or violent situation.

The foregoing provision L does not apply to any at-will Employee who has invoked this Policy.

### 3.26 Notification of Accrediting Bodies and Regulatory Agencies Policy

The Provost or President, or their Designee, will notify the appropriate accrediting body or bodies and/or the appropriate state or federal regulatory agency or agencies regarding substantive changes or when a change in the College's status occurs, including voluntary withdrawal from accreditation.

Substantive change is a federal term for any "significant modification of the nature and scope of an accredited institution." Appalachian College of Pharmacy's regional accrediting agency, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), is required by the federal government to monitor compliance with the substantive change policy and to approve any major changes. It is the responsibility of the Appalachian College of Pharmacy:

- to notify SACSCOC of substantive changes in a timely manner, and
- in many cases to seek SACSCOC approval up to six months before implementing the change.

The types of substantive change and the procedures for addressing them may be found on the SACSCOC website at <https://sacscoc.org/app/uploads/2019/08/SubstantiveChange.pdf>

Please contact the Colleges SACSCOC Accreditation Liaison, for more information and for procedures to follow to obtain the necessary approvals prior to implementation of the proposed action.

### 3.27 Whistleblower Policy

Appalachian College of Pharmacy (ACP) encourages all members of the College community to report any wrongful conduct that a member of the College community in good faith believes to be fraudulent, dishonest, or criminal. Wrongful conduct includes, but is not limited to, any action that is in violation of any federal or state law or regulation, including, but not limited to theft, fraudulent claims, fraud, questionable accounting procedures, internal controls, or auditing matters.

Members of the College community who report what is believed to be wrongful conduct may report such activity without fear of retaliation.

## Chapter 4 – Personnel Policies

### 4.1 Employee Classifications

1. 1.0 FTE Full-time Classified
  - a. Full-time employees are entitled to the following benefits:
    - (1) Accumulation and use of paid leave at 100% of the amount allotted to full-time employees and taking unpaid leave as provided in the policies contained in this manual;
    - (2) Participation in the College's medical, short-term, and long-term disability and life insurance plans;
    - (3) Participation in the College's retirement plan;
    - (4) Benefits under the Worker's Compensation Act;
    - (5) Further benefits as specified in the employee's contract, if any; and
    - (6) Paid holidays.
2.  $\geq 0.7$  FTE  $<1.0$  FTE Full-time Classified
  - a.  $\geq 0.7$  FTE  $<1.0$  FTE employees are entitled to the following benefits:
    - (1) Accumulation and use of paid leave at the same pro rata amount as the percentage of the FTE of the employee with unpaid leave to be as provided in the policies contained in this manual. each academic year;
    - (2) Participation in the College's medical, short-term, and long-term disability and life insurance plans;
    - (3) Participation in the College's retirement plan;
    - (4) Benefits under the Workers' Compensation Act;
    - (5) Further benefits as specified in the employee's contract, if any
    - (6) Paid holidays.
3. Wage/hourly
  - a. b. Wage employees shall be paid only for actual hours worked; therefore, records of hours worked must be kept for all wage employees;
  - c. Wage employees shall be considered non-exempt for the purposes of the Fair Labor Standards Act; and
  - d. Wage employees shall be eligible for benefits under the Worker's Compensation Act.

All employees whose contracts are not for a specified term are considered at-will employees. If an employee is at-will, the employee or the College may terminate the employment relationship at any time, with or without cause. However, as a courtesy, the College requests that at-will employees provide the College with reasonable notice prior to separation. See Separation from Employment in section 4.9 below.

#### 4.1.1 Independent Contractors

Individuals or entities that are hired as independent contractors shall not receive any insurance, including health, dental, or disability insurance, or retirement or leave benefits. Any insurance that may be required by law such as workers' compensation is the responsibility of the contracted worker. Independent Contractors who are regularly performing work for the College shall provide documentation for Workers Compensation and carry a policy of liability insurance in the amount of \$1,000,000 and make the College an additional insured on the policy and provide a certificate of insurance. Additionally, contractors are responsible for tax and social security withholdings and tax reporting to the Internal Revenue Service.

#### 4.2 Compensated Time

Non-exempt employees are compensated for all hours worked. the College maintains time records on each non-exempt employee. Salary payments, less all applicable taxes and deductions, shall be made by the College on the last day of each month.

#### 4.3 Personnel Records

The personnel file should include, but is not limited to, the following:

1. Employment application;
2. Employment contract;
3. Correspondence regarding employee's contract;
4. Resume or curriculum vitae;
5. Reference letters, if requested;
6. Transcripts, if appropriate;
7. Letters of recognition, if applicable;
8. Letters of reprimand or termination;
9. Dates of employment; and
10. Pay rates and changes in pay rates and/or position.

Immigration information shall be maintained in a file separate from the personnel file.

An employee's aforementioned personnel records are considered confidential and will be kept in a secured location. An employee's request for copies of the aforementioned records from his or her personnel file shall be made to the Legal Counsel. The employee, the employee's supervisor, the President, the Provost, the Senior Executive Committee members (currently the President, Provost, and Chief Financial Officer) and the College counsel shall have access to the file upon request. Other College personnel having a legitimate management interest for the College and employment-related purposes may have access to an employee's file.

Documents concerning pay, taxes, benefits, or other financial matters will be kept in the employee's file in the business office. An employee's business office file is also considered confidential but can be viewed by the employee, business office staff, legal counsel for the College the President, the Provost, the Senior Executive Committee members (currently the President, Provost, and Chief Financial Officer) and the auditors. The College may furnish such financial records to its financial or insurance auditors, or to governmental agencies that regulate the College. The College may provide such information to any governmental agency upon its request.

#### 4.4 Compensation

##### 4.4.1 Employee Evaluation and Salary Review

Each employee's performance shall be evaluated not less than biennially and the results of such evaluation conveyed to the employee by his or her immediate supervisor. The performance evaluation shall be based on the employee's performance of his or her job duties as outlined in his or her job description and/or contract. Faculty shall be evaluated based upon their Faculty Performance Evaluation criteria. See Faculty Handbook. Decisions about salary increases shall be made annually based on resources of the College and such considerations as cost of living and merit/pay for performance measures.

Salary increases are discretionary.

Employees who have taken more than 480 hours of time off excluding designated College holidays during the evaluation period (cumulative throughout the preceding 12 months), including time charged to short- or long-term disability, vacation, sick leave, and all other forms of leave shall not be eligible for consideration of a salary increase.

#### 4.5 Leave (Notice: Accumulated leave of all types may be forfeited upon dismissal, please refer to the policies relevant to termination to determine applicability)

##### 4.5.1 Vacation Leave

Leave for vacation or other personal purposes accrues at the following rates unless otherwise provided in the employee's employment contract. Exempt employees, faculty, and administration will receive twenty-two (22) days' vacation leave accrued at the rate of 14.67 hours per month. Non-exempt staff will receive fifteen (15) days' vacation leave accrued at the rate of 10 hours per month. Vacation leave as approved by the College management is paid time off for personal reasons.

The leave year is based on a twelve-month period beginning on January 1 and ending on December 31.

At no time shall employees accumulate and carry over into the subsequent calendar year more than 320 hours of annual vacation leave. This policy may be waived for extenuating circumstances as determined by the President of the College.

Vacation leave accrues at the end of the day on the last working day of every month. It is credited to the employee and is available for use on the first day of the next pay period. An employee must have worked or been on paid leave for the entire pay period in order to accrue vacation leave. New or re-hire employees who start work on the first available work day after the start of a new pay period will be designated as having started at the beginning of the pay period.

Vacation leave does not accrue if any of the following occur:

1. The employee has been on Leave Without Pay during the pay period or employee is not paid for any portion of a month (e.g. exhaustion of leave time);
2. The employee has been on paid leave for 60 consecutive days regardless of the type of leave to which the absence is charged; or
3. The employee is suspended as a result of disciplinary action (unless the suspension extends onto a second pay period, then accrual will resume in the second pay period).
4. The employee has tendered a resignation and the College has agreed to pay the employee's salary beyond the effective date of the resignation. Vacation leave shall not accrue after the effective date of such resignation.

Employees cannot use vacation leave until it is accrued. Hours earned/accrued in one pay period are available for use in the following pay period.

#### 4.5.2 Using Vacation Leave

Employees must request and receive approval from their supervisor prior to using vacation leave. Employees shall make their requests as far in advance as possible, but no more than six (6) months in advance. Supervisors shall attempt to approve requests for annual leave as long as the College operations are not adversely affected. However, supervisors may deny the use of vacation leave based on the College business needs. Written requests and approvals are required for documentation. If the employee could not have reasonably anticipated the need for absence/use of vacation leave, the employee shall request the leave as soon as possible after the leave begins.

If an employee takes leave in excess of his or her earned sick/annual leave balance in any given month, then the employee's pay will be reduced by the amount of hours taken in excess of the leave balance multiplied by the regular hourly rate. An employee will not earn leave in any month that such a reduction for excess leave hours occurs.

Each employee is responsible for knowing his or her correct leave balance and accrual rate. The failure of the College systems or responsible employee error does not relieve that responsibility.

#### 4.5.3 Leave Without Pay

Leave without pay (LWOP) is a temporary non-payable status and absence from duty that may be granted by the President upon request of the employee. Leave without pay can be categorized as unconditional or conditional leave without pay.

##### 4.5.3.1 Unconditional Leave Without Pay

An employee's approved absence from work without pay that guarantees reinstatement to the position held by the employee before the leave was taken.

##### 4.5.3.2 Conditional Leave Without Pay

An employee's approved absence from work without pay that guarantees reinstatement only if the employee's position is available when he or she desires to return from leave. If the position is not available, the employee will be separated and may be employed again only after going through the normal recruitment and selection process.

#### 4.5.4 Civil Leave

Employees will generally be allowed the necessary time off for civil leave subject to the terms and exceptions listed below or conditions required by the president on a case by case basis consistent with state and federal law. Civil leave, whether paid or unpaid, may be used to serve on jury duty, serve as trial witnesses, serve in the U.S. military, attend legal actions related to their employment at the College, or exercise other subpoenaed civil duties. Civil leave may not be used if the employee is a plaintiff or defendant in a civil or criminal legal action; in these cases, the employee must use earned vacation leave or leave without pay if vacation leave is not available.

##### 4.5.4.1 Jury Duty

During the time an employee serves on a jury, the employee will be allowed the necessary time off and the College will pay the employee's regular salary for up to five days per year, using the twelve month rolling back year, and will pay the difference between the employee's regular salary and the juror's fee for any time in excess of five days. Employees are requested to advise their immediate supervisor as soon as possible of any jury service.

##### 4.5.4.2 Trial Witness

An employee who receives notice of a civil duty obligation to serve as a witness in any legal proceeding shall notify his or her supervisor as soon as possible of the dates leave will be taken and provide a copy of the summons received from the city, county, state, or federal government.

If the employee is a paid or voluntary witness the employee will either use his/her earned vacation leave or take unpaid leave. In no event shall the employee's expenses of attending a trial as a paid or voluntary witness be paid by the College unless agreed to in writing by the President. Any employee serving as an expert witness in litigation must comply with the College's policy concerning outside employment, unless he or she otherwise is a witness in the litigation.

#### 4.5.4.3 Military Training/Reserve

The College does not discriminate against veterans or members of the armed services and will comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 and as may be amended.

#### 4.5.5 Professional/Educational Leave

Employees will be permitted to take professional leave to attend professional conferences and/or meetings relevant to their job duties and responsibilities at the College. Employees wishing to take professional leave shall complete a Professional Development Travel Request and submit it to their supervisor for approval by College Administration. The College may reimburse the employee for his or her expenses in representing the College at such conferences or meetings.

However, if the employee receives an honorarium or is otherwise compensated to attend the conference or meeting, the College shall not reimburse the employee for his or her expenses. The College may pay the difference in costs over and above the honorarium. Professional leave shall not count against the employee's annual leave.

Anyone intentionally requesting or receiving College reimbursement funds for honoraria or travel compensated by an external institution will be subject to disciplinary action.

#### 4.5.6 Sick Leave

Sick leave accrues on the last day of the month or the last day of the pay period. It is credited to the employee and available for use on the first day of the next pay period. An employee must have worked or have been on paid leave for the entire pay period in order to accrue sick leave, except that an employee with an active Workers' Compensation claim may turn in a maximum of 16 hours of leave time against Workers' Compensation during a single pay period with valid documentation provided.

Leave for illness accrues at the following rates unless otherwise provided in the employee's employment contract. Exempt employees, faculty, and administration will receive twenty-two (22) days sick leave accrued at the rate of 14.67 hours per month. Non-exempt staff will receive fifteen (15) days sick leave accrued at the rate of 10 hours per month.

Employees may accrue up to 720 hours of sick leave.

Sick leave does NOT accrue in the following situations:

1. During any monthly pay period when (a) the employee is on leave without pay, except that an employee with an active Workers' Compensation claim may turn in a maximum of 16 hours of leave time against Workers' Compensation during a single pay period with valid documentation provided (b) employee is not paid for any portion of a month (e.g. exhaustion of leave time), or (c) the employee has tendered a resignation and the College has agreed to pay the employee's salary beyond the effective date of the resignation. Sick leave shall not accrue after the effective date of such resignation;
2. After 90 consecutive *calendar* days of leave with pay, regardless of the type of leave to which the absence is charged (including short-term disability). A return to work for a complete pay period or the equivalent, which for this purpose shall be twenty-two (22) consecutive work days excluding holidays, will interrupt the count of 90 consecutive calendar days of leave with pay. A new 90-day period will begin if the employee again returns to a leave with pay status, and the employee will continue or resume leave accrual;
3. When an employee is suspended with or without pay pending the results of an official investigation or court action, or during any pay period when an employee is on disciplinary suspension except in the following cases:
  - a. If a suspension extends into a second pay period, accrual of sick leave shall resume in the second pay period unless the period of suspension exceeds 15 calendar days;
  - b. If a suspension extends into a third pay period, accrual of sick leave shall resume in the third pay period; or
  - c. when an employee is on Leave Without Pay Layoff.

#### 4.5.6.1 Using Sick Leave

Accrued sick leave hours are available for the following purposes.

1. Personal – Employees shall be allowed to use their accrued sick leave to take paid time off from work for the following reasons:
  - a. Medical necessity during the employee's temporary incapacity due to illness or injury, including incapacity related to pregnancy or childbirth;
  - b. Infection with or exposure to a contagious disease such that his or her presence on the job might jeopardize the health of others; and
  - c. The employee's medical appointments that cannot reasonably be scheduled during non-work hours.
2. Family – Employees shall be allowed to use accrued sick leave to take time off from work for the illness or death of an immediate

family member. Immediate family members shall include the following:

- a. Parents, including step-parents or persons who stood in place of the parent and performed parental duties and responsibilities;
- b. Spouse as defined by laws of the Commonwealth;
- c. Children, including step-children, foster children, and legal wards;
- d. Siblings, including step-siblings; and
- e. Any relatives, either by blood or marriage, living in the employee's household.

#### 4.5.6.2 Verification for Need of Sick Leave

An employee who wishes to use sick leave must comply with management's request for verification from medical providers of sufficient information to determine compliance with the sick leave policy.

An employee's use of paid sick leave may be denied if the employee fails to comply with a reasonable management request for verification of the need for sick leave or if the verification provided is inadequate.

##### 4.5.6.2.1 When Verification May Be Required

An employee who anticipates being unable to work due to a medical condition, including but not limited to such things as elective surgery, pregnancy, and childbirth, shall submit a physician's certification of disability as far in advance as possible to assist management in planning for the employee's absence.

##### 4.5.6.2.2 Acceptable Forms of Verification

Forms of verification employees may provide include the following:

- a. Certification from the treating physician that the employee is temporarily disabled from work. This shall indicate the extent of the employee's disability and the anticipated duration of the disability. the College may send a copy of the Employee Work Plan for the physician to use in determining which duties the employee is able to perform.
- b. Certification from the employee's physician that the employee currently has or has been exposed to a contagious disease such that his or her presence on the job might endanger the health of others; or

c. Evidence that the employee has a medical appointment

#### 4.5.6.2.3 Abuse of Sick Leave

Employees who misrepresent the need to use sick leave are subject to disciplinary action, including termination.

### 4.5.7 Sick Leave and Short-term Disability

Employees who miss work due to a medical episode or illness may elect to use short-term disability or use accrued sick leave. An employee may use sick or other leave for the first seven days related to the episode or illness. On the eighth day, the employee can elect to use short-term disability or accrued leave.

If the employee elects short-term disability, then he or she will not be permitted to use accrued sick leave for that episode or illness. An employee who elects to use short-term disability must work with the Chief Financial Officer to complete the required insurance forms. Employees electing to use accrued sick leave may not later elect short-term disability for the same episode or illness.

Employees will continue to earn vacation and sick leave while on short-term disability.

### 4.5.8 Bereavement Leave

Appalachian College of Pharmacy wants to ensure that employees have time to mourn the loss of a loved one. Employees may take up to three days of paid time off for the death of an immediate family member to attend funeral or memorial arrangements, resolve financial matters such as inheritance or estate affairs, or personal mourning. Immediate family for the purpose of this policy is defined as a parent, sibling, grandparent, spouse, child, or grandchild.

## 4.6 Benefits

### 4.6.1 Retirement – 403(b) Plan

The College and each employee agree to participate in a Defined Contribution Retirement Plan and Tax Deferred Annuity Plan (the Plan). Please see the Summary Plan Descriptions for the Plan. the College agrees to contribute on a matching basis a minimum of 1% and a maximum of 8% of the employee's gross salary, on a 1:1 match ratio based upon the employee's contribution. The employee's contributions to the Plan will be managed through the payroll system by deduction from salary.

The College's contribution to the Plan shall vest upon the employee's paying into the Plan and being employed in good standing for three (3) consecutive years. The provisions of the Plan shall supersede the terms provided herein, should they be in conflict.

#### 4.6.2 Social Security and State Disability and Medicare

Under federal laws, a certain percentage of each employee's salary is deducted as a contribution to the Social Security Fund and to Medicare. The College contributes to these funds in equal measure for each employee.

#### 4.6.3 Workers' Compensation

The College maintains the workers' compensation insurance required by law. Contact the administrator for information regarding coverage and the manner in which claims may be made.

All employees shall promptly report to their immediate supervisor all injuries suffered as a result of employment activity at or on behalf of the College. Failure to report an injury promptly may result in loss of benefits.

If an injured employee is allowed by his or her physician to perform "light duty" then the College shall, at its sole discretion, decide if such light duty options exist and reserves the right to assign such employee to light duties that may not be within the employee's original job description.

#### 4.6.4 Liability Insurance

The College shall provide professional liability insurance coverage for professional employees for errors and omissions and personal liability for acts performed as an employee or agent of the College. This coverage shall specifically include personal injury and employment practices liability with a minimum single coverage limit of \$1,000,000.00 and a minimum combined acts coverage limit of \$3,000,000.00. This obligation of the College to provide liability insurance coverage to employees shall be in addition to any indemnification obligation the College may incur under its By-Laws or otherwise.

#### 4.6.5 Medical, Disability, and Life Insurance

At the election of the employee, a medical plan that includes hospitalization, major medical coverage, prescription coverage, and dental benefits shall be contracted within thirty (30) days of the starting date of employment. Optional dependent coverage is available at employee's expense. Term life insurance not to exceed a policy amount equal to two times the employee's annual salary and not to exceed \$100,000 is provided. If two times an employee's salary exceeds \$100,000, then a term life insurance policy equal to two times the employee's annual salary and not to exceed \$250,000 is available with a completed and approved Virginia Insurability Information Request.

The College, at its expense, provides all full-time calendar-year employees with medical, dental, vision, short-term disability, long-term disability, and life insurance. The specific coverage, eligibility requirements, and benefits payable under these policies are described

in insurance company brochures and the Summary Plan Description, which will be given to eligible employees.

Employees with dependents may obtain medical coverage for their dependents under the College's medical policy at their own expense.

Long-term disability coverage is provided in accordance with such insurance policies as the College may have in effect for its employees. The College reserves the right to require employees to be examined by a physician designated by the College in order to verify their disability.

#### 4.6.5.1. Continuation of Health Care Coverage

In compliance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the College offers employees and/or their covered dependents the opportunity for a temporary extension of health coverage (continuation coverage) at group rates in certain instances (qualifying events) where coverage under the College's plan (the Health Plan) would terminate.

The continuation coverage will be identical to the coverage provided for active the College employees and their covered dependents. An affected employee or covered dependent does not have to show that he or she is insurable to elect continuation coverage. Persons who are not covered under the Health Plan on the day before the qualifying event are not eligible for continuation coverage.

If an employee and/or an employee's covered dependents do not elect to continue coverage and pay the required cost within the time period described below, all Health Plan coverage will terminate at the end of month from the date of the qualifying event.

An employee and/or an employee's covered dependents will have the right to elect continuation coverage for a maximum period of 18 months upon the occurrence of one of the following qualifying events:

1. The termination of an employee's employment for any reason (including voluntary resignation or retirement) except for gross misconduct; or
2. The reduction of an employee's hours to a level where the employee is no longer eligible for coverage under the Health Plan.

A covered dependent will have the right to elect continuation coverage for a maximum period of 36 months upon the occurrence of one of the following qualifying events:

1. The death of the covered employee who is the covered dependent's spouse, or parent;
2. The divorce or legal separation of the employee and the covered dependent-spouse;
3. The divorce or legal separation of the employee who is the parent of a covered dependent child;
4. The employee-spouse or parent becoming eligible for Medicare; or

5. A covered child becoming no longer eligible as a dependent, i.e., a child attains age 26.

If a covered dependent's coverage has been extended for up to 18 months because of an employee's termination or reduction of hours and a second qualifying event occurs as described above during the period for which continuation coverage is effective, the covered dependent is eligible for an extension of continuation coverage, but in no event may the continuation coverage period with respect to all such qualifying events exceed 36 months.

Under COBRA, the employee or employee's covered dependent is responsible for notifying the College of a divorce, legal separation, or a child losing dependent status under the Health Plan as described above. An employee must notify the College and elect continuation coverage not later than 60 days after one of these events occurs, otherwise, the right to continuation coverage will be lost.

The College is responsible for notifying the Chief Financial Officer of an employee's death, termination of employment, or reduction in hours or Medicare eligibility. The Chief Financial Officer will in turn notify the employee that the employee and/or employee's covered dependents may elect continuation coverage within 60 days from the date of such notification. The right of continuation coverage will be lost if it is not elected within this 60-day period.

If the employee and/or the employee's dependents elect continuation coverage, the full monthly cost of the coverage plus a two-percent (2%) administrative charge will be imposed. The College will no longer pay any portion of the cost. Specific information about the cost of continuation coverage can be obtained by contacting the Chief Financial Officer.

Payments for continuation coverage must be made and remitted to the Chief Financial Officer or outside administrator. The first payment must be received within 45 days after the date of election of continuation coverage and must cover the cost retroactive to the date of the qualifying event.

If affected employees have any questions about how COBRA may affect them and their dependents they shall contact the Chief Financial Officer.

#### 4.7 Family Medical Leave Policy

It is the policy of the College to permit eligible employees to take up to 12 weeks of family and medical leave in a 12-month period (FMLA leave) or up to 26 weeks in certain instances involving injured or ill Service members in accordance with the Family and Medical Leave Act of 1993, as amended. FMLA leave is intended to help employees balance their work and family life by allowing reasonable amounts of unpaid leave for certain reasons, such as serious health conditions, birth or adoption of a child, caring for a seriously ill family member, call to active duty for a family member who is a Service Member, and caring for seriously ill or injured family Service Members, while protecting

the employee's job for a period of up to twelve weeks (or 26 weeks in some instances). FMLA leave is intended to ensure that eligible employees taking necessary leave will have their group health plan benefits continued during the period of FMLA leave and will be entitled to reinstatement to the same or a substantially equivalent position upon their return to work. the College will comply fully with FMLA law, and as the law changes, ACP's policy will change in accordance with changes in the law.

If you believe that you might qualify for FMLA leave, contact your supervisor immediately for FMLA paperwork and more details.

#### 4.7.1 Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- a. The employee must have worked for ACP for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of the week or if the employee was on leave during that week.
- b. The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave shall not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- c. The employee must work in an office or work site where 50 or more employees are employed by the College within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

#### 4.7.2 Covered Leave

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below or for Service member family leave as described in section 4.7.9 below:

- a. In order to care for a newborn son or daughter of the employee;
- b. The placement of a son or daughter with the employee for adoption or foster care;

- c. In order to care for a spouse, son, daughter, or parent with a serious health condition; or
- d. Because of a serious health condition that renders the employee unable to perform the functions of the position held by the employee.

#### 4.7.3 Use of Accrued Leave

FMLA leave runs concurrently with all other leave available through the College. Accrued sick leave and accrued vacation leave are counted toward the total time available to an employee through FMLA. Employees taking FMLA leave must first exhaust all accrued sick leave, then exhaust all accrued annual leave, until such leave is exhausted. FMLA leave is paid leave only for the period in which the employee uses annual or sick leave; remaining FMLA leave will be unpaid.

#### 4.7.4 Intermittent or Part-Time Leave

FMLA leave may be taken on an intermittent or part-time basis in certain instances. If intermittent FMLA leave is necessary pursuant to an event described in (c) or (d) of section 4.7.2 above, then the employee shall be permitted to work a part-time schedule as necessary to provide care for a family member or receive treatment for a serious medical condition. Intermittent FMLA leave is not usually available pursuant to events described in (a) or (b) above, however, the College shall follow federal regulations regarding intermittent FMLA leave in those circumstances. To the extent necessary to accommodate the College's need, the College may temporarily transfer the employee to another position during the period of part-time or intermittent leave. At the end of the FMLA leave period, the employee shall be returned to his or her former position or to a similar position with equivalent pay and benefits.

#### 4.7.5 Benefits While on FMLA Leave

An employee taking FMLA leave will remain covered by the College health plan for the duration of the leave, whether paid or unpaid; provided, however, the employee will be required to pay his or her normal share of premium payments for maintaining such health coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or of the employee's family member, or a circumstance beyond the employee's control, the College may continue health insurance, life, disability and other benefits if allowable under the College's group plan contract, and if such premiums are paid by the College, the College will require the employee to reimburse the College the amount it paid for the employee's health insurance premium during the leave period.

Under current the College policy, if the employee is required to pay a portion of the health care premium, the College will continue to make payroll deductions to collect the employee's share of the premium while on paid leave. While the employee is on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Business Office of the College by the 25th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The College will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the College will continue making payroll deductions while the employee is on paid leave, if allowable under the College's group plan contract. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums, or the College may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the College may discontinue coverage during the leave. If the College maintains coverage, the College may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

#### 4.7.6 Employee Status after FMLA Leave

An employee who returns to work at the conclusion of the FMLA leave period will be reinstated into his or her prior position or into a substantially similar position. The employee may not be reinstated in his or her prior position if the employee can no longer perform the essential functions of that position, although reasonable accommodations may be made for the employee in accordance with the College policy and the Americans with Disabilities Act.

An employee will not be subjected to any retaliation or adverse action simply because the employee has chosen to exercise rights made available under the FMLA.

Certain highly compensated employees (Key Employees) may not be eligible for reinstatement upon return from FMLA leave. If you are a Key Employee, you will be notified of this when your FMLA leave is approved.

#### 4.7.7 Certification of the Serious Health Condition of the Employee or the Spouse, Child, or Parent of the Employee

The College may ask for certification of the serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Request for a medical certificate must be made in writing as part of the employer response to employee request for leave.

The College will use the Department of Labor's Form WH-380, as revised, when requesting certification of the serious health condition necessitating the leave.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The College has the right to require a second opinion regarding the certification of serious health condition. The College will pay for the employee to get a certification from a second doctor, which the College will select. If necessary to resolve a conflict between the original certification and the second opinion, the College will require the opinion of a third doctor. The College and the employee will mutually select the third doctor, and the College will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

4.7.8 Procedure for Requesting Leave for 1) the birth of a child or in order to care for that child; 2) the placement of a child for adoption or foster care and to care for the newly-placed child; 3) to care for a spouse, child, or parent with a serious health condition; or 4) the serious health condition of the employee

Employees requesting FMLA leave shall provide as much notice as possible to the College of the need for leave. Usually, thirty days' notice is required for foreseeable leave, however, not all leave is easily foreseeable and the circumstances of the leave may dictate a change in the notice and procedure for requesting such leave. Requests for leave shall be made as soon as practicable under the particular facts and circumstances of the situation. In some cases, failure to provide reasonable notice may cause a delay in FMLA leave coverage. For example, if the need for FMLA leave becomes foreseeable such that the employee could reasonably have provided two weeks' notice, but the employee only provided one week's notice, the College may delay FMLA leave coverage for one week.

All employees requesting this type of FMLA leave must provide verbal notice with an explanation of the reason(s) for the needed leave to their immediate supervisor, who will advise the business office. In most circumstances, the College will ask the employee to complete a written request for FMLA leave in order to make certain that the College clearly understands the employee's request. Failure of the employee to make the request for leave in writing cannot be grounds to deny or delay the taking of FMLA leave.

The College will provide individual notice of rights and obligations to each employee requesting leave within five business days or as soon as practicable. For employees on intermittent or recurring leave for the same incident, this notice will be provided every six months.

An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the College's operations.

While on leave, employees are requested to report periodically to the College regarding the status of the medical condition and their intent to return to work.

#### 4.7.9 Service Member Family Leave

In addition to FMLA leave as described above, eligible employees shall be entitled to two types of Service Member Family Leave. Twelve weeks of leave within a twelve-month period is available to employees due to a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. Up to twenty-six weeks of leave is available within a twelve-month period for an employee to care for a spouse, son, daughter, parent, or next of kin Service Member who has a serious injury or illness incurred on active duty that may render the Service Member medically unfit to perform the duties of the Service Member's office, grade, rank, or rating. In no event shall an employee be entitled to more than 26 weeks of Service Member Family Leave during a twelve-month period. Employees shall be required to exhaust all paid leave in the same manner described in Section III above, and all remaining Service Members family leave shall be unpaid.

#### 4.7.10 Documentation of the Covered Family Member's Active Duty or Call to Active Duty in the Armed Forces

Employees requesting this type of Service Member Family Leave must provide proof of the qualifying family member's call-up or active military service. This documentation may be a copy of the military orders or other official Armed Forces communication.

#### 4.7.11 Documentation of the Need for Service Member Family Leave to Care for an Injured or Ill Service Member

Employees requesting this type of Service Member Family Leave must provide documentation of the family member's or next-of-kin's injury, recovery, or need for care. This documentation may be a certification issued by the health care provider of the Service member or a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the Service Member's injury or illness incurred on active military duty that renders the member medically unfit to perform his or her military duties.

#### 4.7.12 Procedure for Requesting Service Member Family Leave for 1) a covered family member's active duty or call to active duty in the Armed Forces or 2) to care for an injured or ill Service Member

All employees requesting this type of Service Member Family Leave must provide verbal notice with an explanation of the reason(s) for the needed leave to their immediate supervisor, who will advise the business office. The employee must request this type of leave with as much notice to the College as is reasonable and practicable, given the circumstances of the call to duty. Leave may commence as soon as the individual receives the call-up notice. If the leave is foreseeable, the immediate supervisor may require the employee to provide a written request for leave and reasons(s) with a copy to the business office.

The College will provide individual notice of rights and obligations to each employee requesting leave within five business days or as soon as practicable.

#### 4.7.13 Spouses Employed by the College

In the case of spouses who are both employed by the College, the aggregate number of workweeks of leave to which both may be entitled is limited to 12 workweeks during any twelve-month period, if FMLA leave is taken pursuant to paragraphs (a) or (b) of section 4.7.2 of this policy (i.e., birth, adoption, or placement of a foster child), or to care for a sick parent under paragraph (c) of Section 4.7.2. The aggregate number of workweeks of leave to which both spouses may be entitled for Service Member family leave is 26 workweeks for leave due to illness or injury of the Service Member or a combination of illness/injury leave and call to duty leave.

#### 4.7.14 Method of Calculating Leave

The College will calculate FMLA leave according to the twelve-month “rolling back” year method. Using the rolling back year method, the total FMLA leave time available to an employee is determined by calculating how much FMLA leave the employee had taken during 12 months preceding the date of the FMLA leave request. Any FMLA leave time taken in the previous 12-month period is deducted from the maximum FMLA leave time available to that employee.

### 4.8 Personal Information

It is important that personal data for all employees, such as address, telephone numbers, and tax withholding information, be kept accurate and up-to-date for emergency purposes as well as for the College’s compensation benefits program. Each employee is required to report any changes to the Chief Financial Officer as soon as possible. The College will not release such personal information to non-College employees or to outside agencies except in situations regarding litigation, arbitration, or upon subpoena.

The College may publish an employee’s name, address, and home and cell telephone numbers for use by the College personnel only to enable other employees or supervisors to contact the employee in times of emergency.

#### 4.8.1 Separation from Employment

##### 4.8.1.1 Notice

An employee leaving the College voluntarily is expected to give reasonable notice to his or her immediate supervisor so that a replacement may be found. Reasonable notice is usually considered to be two weeks for support staff. Faculty and administrative personnel, with or without contracts, are expected to give a minimum of ninety (90) days’ notice of separation from employment at the College. Any such faculty or administrative employee who fails to give ninety (90) days advance written notice of separation shall forfeit his or

her payment for unused earned vacation leave, overtime leave, compensated leave balances, and payment of sick leave as set forth in section 4.8.1.2 herein below. Upon a showing of good cause by the faculty or administrative employee, the President may waive or reduce the forfeiture of leave as stated in this subsection. The actual effective date of the employee's resignation or departure from the College may be unilaterally determined by the President in accordance with the best interests of the College but is not to exceed the original 90-day notice period without the faculty member's written consent. Upon such resignation the employee shall receive all payments due him/her upon returning all the College property and complying with all other requirements as set forth in the College policies and procedures manual.

All public announcements regarding personnel matters shall be made by the President, Provost or their designee.

#### 4.8.1.2 Leave Payment (Payment for Unused Vacation Leave)

Except as set otherwise set forth in this manual, an employee whose employment is terminated voluntarily by mutual agreement of the College and the employee, or an employee whose position is eliminated and is subsequently laid off, shall be entitled to payment of all unused earned vacation leave, overtime leave, and compensated leave balances, and payment for 0.25 percent (25%) of sick leave balance up to a \$2500 limit (for sick leave balance). A contract employee that is terminated for cause, or an "at-will" employee that is terminated shall not be entitled to payment of unused earned vacation leave, overtime leave, compensated leave balances, or payment for the balance of sick leave on the books as of the date the employee is sent notice of termination or pending termination via certified U.S. mail, return receipt requested or otherwise served written notice with written proof of receipt.

#### 4.8.1.3 Automatic Termination

An employee's employment by the College shall automatically terminate upon his or her death or Total Disability. For this purpose and as otherwise may be referenced in the employee's employment agreement, Total Disability shall be defined as the occurrence of such disability (whether by accident or illness) as renders the employee unable to perform substantially the normal functions of his or her employment for a period of greater than one year. Any dispute regarding the existence, extent, or continuance of Total Disability of employee for purposes hereof shall be resolved by the determination of a majority of three (3) competent physicians. One of these physicians shall be selected by the College, one shall be selected by the employee, and the third shall be selected by the two other selected physicians. The employee shall submit to examination by all of such physicians in order to make a determination pursuant hereto.

#### 4.8.1.4 Early Termination Regarding Contract Employees (**This section does not apply to at will employees.**)

If employment is terminated prior to the end of the term specified for employees whose written contracts provide for a specific term of years of employment, the employee shall be entitled to receive compensation and health insurance through the end of a period thirty (30) days after the event of termination occurs, except that an employee that is terminated for cause shall not be entitled to compensation or health insurance coverage beyond the date of termination.

Terminated employees shall not continue to receive short-term disability, long-term disability or life insurance coverage, or the accumulation of additional vacation leave and sick leave beyond the date of termination. Terminated employees receiving workers' compensation or disability payments at the time of termination or qualifying to do so after termination shall continue to receive those benefits according to law or insurance policy contract.

However, in the event of the employee's death prior to termination, his or her surviving spouse (or his or her estate if there is no surviving spouse) shall be entitled to receive the employee's compensation and benefits for a period ending six (6) months after the date of death, except that if the College pays for life insurance on the employee's life, the proceeds of which are payable to the surviving spouse (or estate) under the policy, then such policy proceeds shall offset against the amount encompassed within this six (6) month post-death compensation payment period. In the event of early termination due to Total Disability, the employee shall be entitled to receive so much of his or her compensation and fringe benefits which are not paid to the employee under the employee's disability insurance for a period of six (6) months after Total Disability occurs.

#### 4.9 Tobacco Use

The use of tobacco products, including but not limited to cigarettes, cigars, pipes and dipping or chewing tobacco, is strictly prohibited on the College property, experiential sites where the College's faculty and/or students are placed, and during the College events. These restrictions also apply to electronic or e-cigarettes.

#### 4.10 Substance Abuse and Violence

##### 4.10.1 Substance Abuse

The College seeks to provide a drug-free, healthy, safe and secure work and educational environment. The College promotes safety in the workplace, employee health and well-being, customer confidence, and a work and educational environment that is conducive to attaining high work and academic standards. Employees and students are required and expected to report to their activities in appropriate mental and physical condition to meet the requirements and expectations of their respective roles. ACP prohibits the unlawful and unauthorized manufacture, distribution, dispensation, possession, or use of narcotics, drugs, or other controlled substances, or alcohol at the workplace and in the educational setting other than sanctioned events where alcohol is permitted by the Provost or President. Unlawful for these purposes means in violation of federal, state, or local regulations,

policy, procedures, and rules, as well as legal statutes. Workplace means ACP-operated buildings and grounds or while conducting ACP business on or off campus.

Accordingly, consistent with this commitment, job applicants and employees are prohibited from engaging in the following conduct:

1. No employee shall unlawfully or without legal written authorization manufacture, ingest, use, possess, transport, sell, or distribute any illicit drug or controlled substance (e.g., a substance controlled under Section 202 of the Controlled Substances Act, 21 U.S.C. § 812) or paraphernalia while on the College property or while in or operating vehicles or equipment owned or leased by the College. The consumption of alcohol on the College property or the College time is prohibited unless expressly approved by the President or by the Provost in the President's absence.
2. No employee shall be present on the College property or report for, commence, or continue to work while under the influence of controlled substances, inhalants, or alcohol, or while controlled substances, inhalants, or alcohol are in his or her system, except when the use of a controlled substance or inhalant is pursuant to the instructions of a licensed medical practitioner in the usual course of his or her practice and when such use has been deemed by the prescriber not to pose a risk to the employee or coworkers.
3. Employees who take over-the-counter or prescribed medication are responsible for being aware of any adverse effect the medication may have on the performance of their duties and must promptly report to their supervisor if the use of the medication might impair their ability to perform the job safely and effectively.
4. Employees who take medication that is considered under Federal and Virginia law to be a Schedule II or III narcotic and who must keep this medication with them at work shall notify their supervisor of the presence of a Schedule II or III drug on campus. Employees are responsible for the security of their medication while performing their duties as an employee of the College.
5. Employees who are convicted of any criminal drug or alcohol violation, including driving under the influence, must notify the College within five (5) business days of the conviction. Employees who are convicted of a felony under Federal or state law may be subject to disciplinary action up to and including termination. If an employee is convicted of or pleads guilty to any crime involving drugs or alcohol, the employee may be subject to discipline up to and including termination.

#### 4.10.2 Searches

The College reserves the right to carry out searches of employees and their property, including lockers, desks, work areas, vehicles, and any other the College assets while the employee is on the College property. An employee who refuses to submit to such a search will be subject to disciplinary action up to and including termination.

#### 4.10.3 Drug Testing

1. If there is a reasonable suspicion that an employee is using drugs that are not pursuant to a valid prescription issued to the employee and in violation of this policy, the employee may be referred for drug testing.

2. "Reasonable suspicion" exists where an observable, articulable basis in fact indicates that an employee is using drugs that are not pursuant to a valid prescription issued to the employee and in violation of this policy. The evidence supporting the suspicion must be reasonably reliable and shall be clearly documented in writing.

3. If a member of the faculty or staff have a reasonable suspicion that an employee is using drugs that are not pursuant to a valid prescription issued to that employee, such evidence shall be presented to the Provost or to Legal Counsel. If the Provost or Legal Counsel determines that reasonable suspicion exists, the employee will be required to provide a specimen sample for testing. Testing shall be performed by medical personnel approved by the Provost.

4. All individuals with prior positive drug test results will be subject to unannounced drug testing through the remainder of their employment at the College.

#### 4.10.4 Alcohol Policy

A. Alcohol may be served at events sanctioned by the President or the Dean of the College.

Alcoholic beverages may be consumed at student or faculty organization functions under the following conditions:

1. The responsible parties from the student organization(s) hosting the event must sign a Host Agreement with the College and adhere to the terms of the Host Agreement.

2. The organization and/or responsible individuals will be subject to the Student Conduct Code for any event-related violations of law and/or policy and/or for a failure to comply with the terms of the Host Agreement.

B. Alcoholic beverages (such as kegs or cases of beer) may not be used as awards or prizes in connection with ACP events or activities sponsored by students, faculty, or staff and their respective campus organizations, on or off campus.

C. The public display of advertising or promotion of the use of alcoholic beverages in ACP facilities, publications, or in association with existing ACP events or programs, on or off campus, is prohibited. This includes, but is not limited to, banners, beer/liquor signs, caps, t-shirts, beverage can coolers, and balloon blow-ups.

#### 4.10.5 Workplace Violence

The College is committed to preventing workplace violence and to maintaining a safe work environment. Violence, intimidation, or threats of violence shall not be tolerated at the College. The College has adopted the following policy to deal with intimidation or other threats of actual violence that may occur during business hours or on the College's

property. Employees who violate this policy may be subject to disciplinary action up to and including dismissal, arrest, and prosecution.

Conduct that threatens, intimidates, or coerces another employee, a student, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law. All violence or threats of violence, both direct and indirect, shall be reported as soon as possible to the employee's immediate supervisor, the Safety Officer, Security Officer, Legal Counsel, Associate Dean of Student and Alumni Affairs, the Provost, or President. All such reports shall be promptly delivered to the Provost or the President. This includes threats by employees as well as threats by students, vendors, solicitors, or other members of the public. When reporting a threat of violence, the employee shall be as specific and detailed as possible. Any person engaging in violence or threats of violence may be removed from the College property as quickly as safety permits. Individuals who have been removed from the College property shall remain off the property pending the outcome of the College and/or criminal investigations.

All suspicious individuals or activities shall also be reported as soon as possible to a supervisor. No employee will be subjected to institutional retaliation for reporting any threat or perceived threat. Employees filing false claims may be subject to discipline up to and including termination of employment or dismissal.

The College will promptly and thoroughly investigate all reports of violence or threats of violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the College may suspend employees, either with or without pay, pending investigation.

#### 4.10.6 Firearms and Weapons

Firearms and weapons are strictly prohibited on the College's premises and at locations where the College events are in progress without proper written authorization of the College. Such authorization may be granted by either the President or the Provost. The term firearms for the purpose of this policy includes, but is not limited to, any gun, rifle, pistol, or handgun designed to fire bullets, BBs, pellets, or shot regardless of the propellant used. The term weapons for the purpose of this policy includes, but is not limited to, large knives (3" blades or longer), ammunition, swords, bows, arrows, toy or counterfeit/replica firearms, martial arts weapons, and fireworks or other explosives. Kitchen knives and dining knives are excluded from this policy.

This policy is subject to the following exemptions:

- 1) Law enforcement or the College security officers on active duty;

- 2) The transitory storage of firearms in locked vehicles on the College property for legal purposes. and
- 3) The reasonable and lawful possession of a firearm or weapon in the event of an emergency where the possession of a firearm or weapon is necessary to protect the lives of those legally on the College's premises or at locations where the College events are being held.

Individuals who are in possession of firearms or weapons other than as provided for herein shall be prosecuted for trespassing.

#### 4.11 Employee Discipline

The following are the College's disciplinary processes for staff level and non-exempt employees and faculty. The College reserves the right to elect not to follow these policies if the specific situation warrants variance from this policy.

Employee common sense is the best guide to appropriate and proper conduct. However, sometimes action is necessary for the purpose of improving undesirable behavior and preventing a reoccurrence of that behavior. The following actions generally will be followed to ensure that the College's rules and policies are enforced fairly and consistently. The College reserves the right to impose discipline not in accordance with this policy if it determines such discipline is necessary.

##### 4.11.1 Staff Level and Non-Exempt Employee Disciplinary Policy

The College has an at-will termination policy for all staff-level and non-exempt employees and in some instances employees with contracts that are subject to the College's at-will policy. However, in certain circumstances when the College, through its President and/or his or her designee deem in their sole discretion that a progressive disciplinary process is in order to provide an opportunity for an employee to adhere to workplace expectations, mandates, and procedures, the following policy will govern that process. This process may be instituted unilaterally by the College or may be instituted at the written request of an employee, and such request may be granted at the College's sole discretion. At any time during this process, the College may unilaterally implement its authority to terminate an at-will employee if the same is in the best interest of the College. Virginia's at-will policy is subject to state and federal anti-discrimination laws and policies, copies of which will be provided to employees upon request. It is the policy of the College to adhere to and implement all anti-discrimination laws and policies.

The College uses a progressive disciplinary procedure to address employee and employment related issues. This policy applies to all non-faculty employees.

The College is aware that a single disciplinary policy is not able to address each and every employment issue and situations that may occur. Therefore, the College will consider all relevant factors, details, and circumstances involved before making disciplinary decisions.

However, the College reserves the right to terminate an at-will employee pursuant to Virginia law.

Where the College deems it appropriate, the College administrators and supervisors shall adhere to the following progressive disciplinary process:

**Step 1 – Instruction**

Instruction is educating the employee in the proper conduct of a situation. Instruction is not considered a warning; rather, it is assisting the employee in correcting the identified issue and ensuring a positive and productive work environment. The employee's supervisor shall keep a record of instructing the employee, but no documentation of instruction shall be included in the employee's personnel file.

**Step 2 – Verbal Warning**

A verbal warning is meant to officially notify the employee of his or her improper conduct and identify ways to correct the identified problem. Verbal warnings will be documented and maintained in the employee's personnel file. The warning will be in effect for a specific amount time, noted on the form, but not to exceed ninety (90) days.

**Step 3 – Written Warning**

A written warning is more serious than a verbal warning. A written warning will be given when an employee engages in unacceptable behavior during the period that the verbal warning is in effect, or if the incident is the second episode of inappropriate behavior that has been preceded by counseling and a verbal warning. Written warnings will be maintained in the employee's personnel file.

**Step 4 – Suspension and/or Termination**

Suspension or termination may be imposed if the employee engaged in unacceptable behavior during the period listed on the written warning, or if the incident is the third episode of inappropriate behavior that has been preceded by counseling, verbal, and written warnings. The College may suspend the employee for a specific amount of time, with or without pay, due to investigation or disciplinary action. Suspensions will be documented and maintained in the employee's personnel file.

An employee will be terminated when he or she engages in conduct that justifies termination or does not correct the conduct in the verbal or written stages.

The College reserves the right, in its sole discretion, to decide whether and what disciplinary action will be taken on a case-by-case basis. The College may take whatever action it deems necessary to effectively address the situation at hand.

#### 4.11.2 Faculty Disciplinary Policy

##### a. Administrative Action Other Than Dismissal

If the administration determines that the conduct of a faculty member or other contract employee although not constituting grounds for termination or dismissal, provides reasonable cause for imposition of a sanction, such employee must be informed in writing of the sanction and, upon request, the reasons for the sanction. A sanction is defined as any disciplinary action or restriction, limitation, suspension or termination of normal faculty or employee privileges. These may include: salary reduction, reassignment of duties, letter of reprimand, or suspension of such privileges.

The employee, if a member of faculty, may request a review of the matter by the Faculty Review Board for formal proceedings as provided in Section III.D. in the Faculty Handbook (*Hearing Procedures for the Faculty Review Board*). Such faculty member is presumed to understand and is hereby apprised that when the terms of this manual and the terms of the Faculty Handbook are in conflict, the terms of this manual shall apply unless specifically waived by the President in writing.

###### 1. Instruction

Instruction is educating the employee in the proper conduct of a situation. Instruction is not considered a warning; rather, it is assisting the employee in correcting the identified issue and ensuring a positive and productive work environment. The employee's supervisor shall keep a record of instructing the employee, but no documentation of instruction shall be included in the employee's personnel file.

###### 2. Undocumented Reprimand

The President or his designee(s) will verbally reprimand the faculty employee, including a discussion of the problem and the necessary corrective action and possible consequences if the problem persists, which shall not be documented or noted in the employee's personnel file but may be noted/document in the supervisor's file.

###### 3. Documented Reprimand

The President or his designee(s) will review the facts of the case with the faculty employee, including what was done wrong, what could/should have been done, and the consequences of continuing violation. This review shall be documented in writing to include a

written reprimand, which shall be placed in the employee's personnel file.

#### 4. Suspension with Pay

The faculty employee's duties will be suspended for a defined period of time not to exceed sixty (60) days, with the employee continuing to receive full contractual compensation and benefits, except those excluded in the College personnel policies including earned leave, during the period of suspension. The employee shall be notified in writing of the suspension, and the action will be documented in employee's personnel file.

#### 5. Suspension Without Pay

The faculty employee's duties will be suspended for a defined period of time not to exceed ninety (90) days, with the College ceasing to pay the compensation otherwise due to employee during the period of the suspension, but with the funding of employee's employment benefits, except those excluded in the College personnel policies including earned leave, to continue during the period of suspension. The employee shall be notified in writing of the suspension, and the action will be documented in employee's personnel file.

#### b. Dismissal of Faculty and Other Contract Employees

Faculty and other contract employees who fail or refuse to fulfill their assigned duties or violate the terms of their employment contract or applicable College policies and procedures may be terminated for cause and dismissed. Such dismissal or termination is not reviewable by the Faculty Review Board and is subject only to binding arbitration as otherwise set forth in this policy and by contract.

## **Chapter 5 – Office Security and Emergency Procedures**

### **5.1 In General**

#### **5.1.1 Admission of Visitors - Strangers**

At no time shall persons other than employees, students, and those conducting legitimate business with the College be allowed access to the College buildings and grounds unescorted. Visitors to the campus shall present to the reception area, sign in, and be given a name sticker to wear while our guest. Soliciting within the College offices is forbidden.

#### **5.1.2 Doors**

The doors of the College campus buildings shall remain locked at all times. Only those individuals with key-card ID badges may access the buildings without notifying a staff member through the intercom system.

At the end of the day, the custodians are responsible for checking that all interior and exterior doors are closed and locked. The custodians are also responsible for ensuring that all lights and kitchen equipment or other devices are turned off.

#### **5.1.3 Personal Property**

Personal items and property of value shall be safeguarded. Pocketbooks, billfolds, and valuable jewelry shall not be left unattended on or in desks. Money shall not be left in the office overnight. The College is not responsible for loss of an employee's money or other valuables.

### **5.2 Emergency Numbers**

Fire departments, police, and medical emergency help at all campuses are reached by calling: 9-1-1

On Campus there is limited cellular telephone reception, therefore, it may be necessary to make emergency calls from a landline inside or the emergency telephone in the parking lot.

Please see the College Safety Manual for more information about Office Security and Emergency Procedures.

## **Chapter 6 – Equipment, Maintenance, and Supplies**

### **6.1 Supplies**

#### **6.1.1 Supply Rooms and Closets**

The College office supplies are kept in several supply closets. Persons needing supplies may obtain them in person or, for supplies not kept on hand, by directing a request to the Business Office.

Employees shall report any depletion in the inventory of supplies to the Business Office or his or her designee.

#### **6.1.2 Ordering Supplies**

The Business Office is responsible for the ordering of normal office supplies. Any special orders or requests for furniture or equipment shall be made to and approved by the Provost or President in advance of the ordering or purchase of the items.

### **6.2 Furniture and Equipment**

The College provides every member of the administration and staff with furniture and equipment appropriate to their needs. All furniture and equipment shall remain the property of the College.

### **6.3 General Maintenance**

The maintenance of the College's facilities is the responsibility of the President. All requests for repairs or maintenance of the building or its equipment, furnishings, and fixed improvements shall be directed to the President or his or her designee.

### **6.4 Computers**

The College attempts to provide the latest in computer technology for the benefit of its employees and students. Such equipment is expensive and represents a considerable investment by the College. Accordingly, all employees shall strive to use computer technology in a way that protects this investment and increases the College's efficiency.

No one should attempt to use any computer technology without the proper training. In case of problems or need for training, the College's Director of Safety and Information Technology or other trained personnel shall be contacted promptly. Employees must not use unauthorized equipment or software in connection with the College's system or in any way alter, erase, damage or attempt to conceal, falsify or forge information on the College computers and computer networks, and doing so, or attempting to do so, may be grounds for termination of any the College employee whether contract or at-will. Any illegal use of a College computer or computer networks such as viewing or downloading child

pornography or websites considered by state or federal law to be illegal shall result in the immediate dismissal of such employee and the violation shall be reported to the appropriate authorities for investigation and prosecution.

Any problems with computers, including malfunctions and questions regarding their proper use, shall be referred to the Director of Safety and Information Technology. Employees shall not attempt to repair any computer equipment.

#### 6.4.1 Computer Use Policy

##### General Principles

The College technology resources are intended to support and enhance the academic mission and administrative functions of the College. This Acceptable Use Policy (AUP) states the rules and regulations regarding the use of these technologies. This AUP complements and supplements, rather than replaces, other policies concerning appropriate conduct of employees and students of the College. The College technology resources includes any computer, computer-based network and supporting infrastructure, and computer peripheral such as a printer, operating system, software, or any combination thereof owned or licensed by the College or under the custody or control of the College. This policy also applies to any of the above-mentioned items which fall under company and/or personal ownership used in conjunction with any portions of the College network infrastructure. The College grants access to its networks and computer systems subject to certain responsibilities and obligations set forth herein and subject to all local, state, and federal laws. Appropriate use shall always be legal, ethical, and consistent with the College's mission, policies, and procedures.

Computer work stations are provided by the College to all students and faculty whose functions so require. Internet access is also provided to students and faculty who require it for performance of their duties. All computer workstations and peripheral devices, such as printers and scanners provided by the College, are the sole property of the College, and may be modified, replaced, or removed as required by the technological needs of the College.

Communications services and equipment covered by this policy shall include but not be limited to the following: mail, e-mail, courier services, facsimiles, telephone and voice mail systems, computer networks, on-line services, the Internet, the World Wide Web, computer files, video equipment and media, media recorders and recordings, cellular telephones, bulletin boards, and internal memoranda.

Students shall not use communication services and equipment for personal purposes except in emergencies or as may otherwise be expressly authorized. In the event of such personal usage, students will be responsible for reimbursement to the College for costs incurred.

Students shall also ensure that no personal correspondence appears to be an official communication from the College. Personalized college stationery and business cards may

only be used for communications on behalf of the College. Students may not use the College's address to receive personal mail or use the College stationery or postage for personal letters.

Use of the communication and network facilities at the College implies consent to abide by this policy and other relevant policies and regulations relating to the use of these facilities. Use of the College's facilities is a privilege, not a right.

In making acceptable use of resources, you shall follow these guidelines:

- Access only files and data and resources that you own, that are publicly available, or to which you have been given authorized access. You shall not use another person's system, files, or data without permission. Do not use someone else's user ID or password at any time.
- Take all reasonable precautions to safeguard your password. You are responsible for all activities on your user ID or that originate from your system.
- Use only legal versions of copyrighted material in compliance with vendor license requirements. This includes, but is not limited to, installing software on your own system, installing software on other systems, and making copies of software, music, movies, games, or other media for others.
- Be considerate in your use of shared resources. You shall refrain from monopolizing systems, overloading networks with excessive data, degrading services, or wasting computer time, connect time, disk space, printer paper, manuals, or other resources.
- All users must have an anti-virus program installed with the most current update on their computer when connecting to the College network.
- Access only Internet sites that are directly related to either class assignments or job function. Internet sites that do not meet these criteria will be blocked.
- All users must maintain confidentiality of student information in compliance with the Family Education Rights and Privacy Act of 1974.

#### Unauthorized Use

The following activities are prohibited at all times:

- Attempting to use computer programs or other means to decode passwords or access control information.
- Attempting to circumvent or subvert system or network security measures, including creating and/or running programs that are designed to identify security loopholes and/or decrypt intentionally secure data.
- Connecting unauthorized equipment to the campus network, including but not limited to hubs, switches, or wireless access points.
- Engaging in any activity that might be purposefully harmful to the College's systems or to any information stored thereon, such as creating or propagating viruses, worms, or "Trojan horse" programs; disrupting services; damaging files; or making unauthorized modifications to the College's data.

- Making or using illegal copies of copyrighted materials or software, storing such copies on the College systems, or transmitting them over the College's network.
- Using mail or messaging services to harass, offend, or intimidate another person. Examples include broadcasting unsolicited messages, repeatedly sending unwanted mail, or using someone else's name or user ID for forbidden activities.
- Wasting computing resources or network resources. Examples include but are not limited to intentionally placing a program in an endless loop, printing using excessive amounts of paper, or sending chain letters or unsolicited mass mailings.
- Removing supplies provided in computer laboratories for use on personal computers.
- Using the College systems or networks for commercial purposes. Examples include but are not limited to selling access to your user ID or to the College systems or networks or performing work for profit with the College resources in a manner not authorized by the College.
- Storing games and other large non-academic related files such as music or movies on shared computing facilities, such as lab computers and personal network directories.
- Engaging in any other activity that does not comply with the General Principles presented above.
- The following activities are prohibited on the College's resources at all times: downloading music, movies, or unlicensed media; storing music, movies, or excessive amounts of data; playing network or online games.

#### Privacy and Misuse or Damage to Appalachian College of Pharmacy Computers

Users must recognize that there is no guarantee of privacy associated with their use of the College technology resources. The College may find it necessary to view electronic data, and it may be required by law to allow third parties to do so. For example, electronically-stored data may become evidence in legal proceedings. It is also possible that messages or data may be inadvertently viewed by others. Any student or the College employee using a College owned or controlled computer may be required to surrender such computer to the President or his designee without any advance notice. Such computers are deemed to be the exclusive property of the College and no user has any rights of privacy to the information on the computer's system or hard drive. Refusal by a student or the College employee to immediately turn over a College computer upon request may be summarily terminated by the president from enrollment or employment subject only to appeal or arbitration rights set forth in applicable the College policies or employment contracts. Any student or the College employee that causes, without written permission from the President or his designee, any the College computer to be altered, erased, written over or otherwise tampered with may be subject to termination from enrollment or employment and held liable for the costs of repairing such alterations or replacing the computer. Such assessed costs shall be deducted from any monies or refunds owed by the College to the student or employee, including the College's internal personnel costs and/or external contractor's costs involved in retrieving, examining and assessing such damages. Any contrary policies of the College notwithstanding, anyone purposely and without permission damaging or altering the College computer or network system or causing applicable warranties to be

voided may be charged criminally for destruction of property, misappropriation or unauthorized dissemination of intellectual property, or other offenses set forth in state or federal law.

### Security

System Administration Access – The Director of Technology Services or his or her designee will be granted authority to access files for the maintenance of the systems, storage or backup of information, or pursuing system problems. Further, the College may access usage data, such as network session connection times and end-points, CPU and disk utilization, security audit trails, etc. Such activity may be performed within the reasonable discretion of the Technology Resources division management, subject to prior written approval from the Office of the President.

Network User Storage and Backups provides a personal folder on the network server for storage of user files. A limit on the amount of storage used by individuals will be enforced. The College reserves the right to discontinue providing this privilege for any reason, including disciplinary action or resource allocation.

The College maintains a backup schedule of most user areas. However, individuals are responsible for backing up their own data. The College disclaims any and all liability resulting from any and all situations in which we are unable to recover data in user storage areas for reasons such as system crashes or technical failures of any type. Users are cautioned to keep a copy of any data posted in user storage areas. The College assumes no liability for data and loss of data in any and all areas.

### Enforcement

It is the policy of the College that all members of its community act in accordance with these responsibilities, relevant laws and contractual obligations, and the highest standards of ethics. The College considers any violation of acceptable use principles or guidelines to be a serious offense and reserves the right to copy and examine any files or information resident on the College systems allegedly related to unacceptable use, and to protect its network from systems and events that threaten or degrade operations. Failure to comply with the guidelines above may result in suspension of privileges or civil or criminal action under state or federal law. Students, faculty, or staff discovered to be in violation of these principles will be referred to the President for hearing and possible disciplinary action, which may involve having system privileges revoked or termination from enrollment or employment.

All users have the responsibility to report any discovered unauthorized access attempts or other improper usage of the College technology resources. If a security or abuse problem with any College technology resources is observed by or reported to a user, such user shall immediately report the same to Technology Resources division management.

## Termination of Services

If a user assumes a new position and/or responsibility within the College community, such user shall not use facilities, accounts, access codes, privileges, or information for which he or she is not authorized in his or her new position or circumstances.

Upon ceasing enrollment or employment at the College, a student or employee will no longer have access to e-mail and network accounts, effective immediately upon separation from the College. Also, upon ceasing enrollment or employment with the College, the student or employee shall immediately return all resources owned or issued by the College and shall make every attempt to return any data or other files associated with the College which may be held on personal equipment.

## 6.5 Information Technology Backup Policy

### Overview

This policy defines the backup policy for computers within the organization which are expected to have their data backed up. These systems are typically servers but are not necessarily limited to servers.

### Purpose

The purpose of this backup and recovery policy is to provide for the continuity, restoration and recovery of critical data and systems in the event of an equipment failure, intentional destruction of data, or disaster.

### Scope

The Department of Information Technology is responsible for the backup of data held in central systems and related databases. The responsibility for backing up data held on the workstations of individuals regardless of whether they are owned privately or by the college falls entirely to the user. Campus users should consult the technology department about securing locally stored data.

### Definitions

**Backup** - The saving of files onto magnetic tape or other offline mass storage media for the purpose of preventing loss of data in the event of equipment failure or destruction.

**Archive** - The saving of old or unused files onto magnetic tape or other offline mass storage media for the purpose of releasing on-line storage room.

**Restore** - The process of bringing off line storage data back from the offline media and putting it on an online storage system such as a file server.

### Schedule

Full backups are performed weekly on Friday evenings. If, for maintenance reasons, backups are not performed on Friday, they shall be done on Saturday or Sunday. Incremental backups are performed Monday through Thursday or Saturday through Thursday.

## Retention

Full backups are retained for a minimum of one month. Backups performed Monday through Thursday shall be kept for one week and used again the following appropriate day of the week.

Incremental backups are retained for one week or until the next full backup has been made.

## Media Types

The college has implemented a two-step backup system which includes physical media (tapes) on which data is backed up to and also image backups (VEEAM solution). The tapes include only data that is stored on physical servers which include but is not limited to user files, business office software database, student record database and files. The image backup includes all that is included on the tape along with all virtual server and/or desktop files including but not limited to operating system files and file storage areas.

## Responsibility

The Director of Information Technology Systems shall delegate a member of the IT Department to perform regular backups. The delegated person shall develop a procedure for testing backups and test the ability to restore data from backups on a monthly basis.

## Testing

The ability to restore data from backups shall be tested at least once per month.

## Data Backed Up

Data to be backed up includes the following information:

- User created data
- Databases (system and user)
- Active Directory
- Scanned Student Record Images (secured backup with encryption)

All IT managed servers and storage, such as networked attached storage devices, are required to be backed up.

## Restoration

Users that need files restored must contact the technology department and provide the required information: the name of the file, creation date, the last time it was changed, and the date and time it was deleted or destroyed.

Requests for the restoration of all or parts of campus databases shall be forwarded to the Director of Information Technology Systems.

## Tape and Image Backup Location

Tape backups are used for only user data, Saga (Accounting Software), and Student Record Files.

## 6.6 Social Media

Social media can be a way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content on the Internet, including to your own or someone else's blog, journal or diary, personal web site, social networking (i.e. Facebook, LinkedIn, MySpace and Twitter) or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the College, as well as any other form of electronic communication.

The same principles and guidelines found in other College policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects customers, suppliers, people who work on behalf of the College or the company's legitimate business interests may result in disciplinary action up to and including termination.

### **Know and follow the rules**

Carefully read these guidelines, the Code of Ethics and Conduct, the Computer Use Policy and the Anti- Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### **Be respectful**

Always be fair and courteous to fellow employees, customers, suppliers or people who work on behalf of the College. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers, supervisor, manager or Legal Counsel than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

### **Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the College, fellow employees, customers, suppliers, people working on behalf of the College or competitors.

### **Post only appropriate and respectful content**

- Maintain the confidentiality of College trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, and know-how. Do not post internal reports, policies, procedures or other internal business-related confidential communications, including confidential information provided to the College by our customers or business partners.
- Do not create a link from your blog, website or other social networking site to a College website without identifying yourself as an employee of the College.
- Express only your personal opinions. Never represent yourself as a spokesperson for the College. If the College is a subject of the content you are creating, be clear and open about the fact that you are an employee. Use your real name, state your position and make it clear that your views do not represent those of the College, fellow employees, customers, suppliers or people working on behalf of the College. If you do publish a blog or post online related to the work you do, or subjects associated with the College, make it clear that you are not speaking on behalf of the College. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Appalachian College of Pharmacy.”
- Do not engage in online arguments or inflammatory debates in an attempt to defend the College or disparage a competitor.
- Do not use APPALACHIAN COLLEGE OF PHARMACY trademarks or other intellectual property for commercial use without permission.

### **Using social media at work**

The College understands that employees may access social media from time-to-time using company provided equipment or systems. Make sure that your online activities do not interfere with your job or customer commitments. Do not use College email addresses to register on social networks, blogs or other online tools utilized for personal use. Please be aware that our Monitoring in the Workplace Policy applies to all communications on

company provided computer systems, telephone systems, mobile phones, tablets or other communication devices.

Excessive or inappropriate use of social media in the workplace inhibits work performance and may result in disciplinary action up to and including termination

### **Media contacts**

Employees shall not speak to the media on the behalf of the College without contacting senior management. The restriction regarding media contacts includes informal contacts through social media, such as Twitter. All media inquiries shall be directed to management.

### **For more information**

If you have questions or need further guidance, please contact the Legal Counsel.

*\*Nothing in this policy is intended in any way to interfere with any rights afforded to employees under the National Labor Relations Act and other federal or state law.*

## **Chapter 7 – Travel**

### **7.1 Automobiles**

#### **7.1.1 Use of Personal Cars**

When non-routine travel is necessary to conduct the business of the College, the College makes available to employees a vehicle in which to travel. When the College vehicle is available, the employee shall use it. If more than one employee has requested use of the vehicle for the same period of time, the individual planning to travel the most miles shall have priority.

For all non-routine travel if the College vehicle is not available or accessible by the employee, the employee will be reimbursed the cost of driving the employee's personal car based on applicable reimbursement rates. Appalachian College of Pharmacy mileage reimbursement rates are comparable to Commonwealth of Virginia mileage rates for state employees and state agencies. If the employee elects to use his or her personal vehicle rather than use the College vehicle, the employee will be reimbursed at one-half the current mileage reimbursement rate, except that faculty based more than thirty (30) miles off campus who elects to use his or her personal vehicle will be reimbursed at the full current mileage reimbursement rate. In the case where travel by air may be considered, the employee will be reimbursed the lesser amount of the two options: the cost of the airfare (including airport parking and transportation to the airport), or the cost of driving using the above formula.

Use of the College vehicles for the College business travel is permitted and encouraged. Only students enrolled at the College, candidates for employment, representatives from accrediting agencies, and other persons engaged in College related business, are permitted to ride as passengers in College vehicles without express permission of the President. Non-College personnel are not permitted to operate College vehicles except that maintenance personnel may operate vehicle(s) as necessary to provide service to the College. No private citizens (non-College employees or students) except as noted above are permitted to ride as passenger(s) or operate the College vehicles.

### **7.2 Travel Policy**

#### **7.2.1 Lodging**

Lodging guidelines for in-state and selected out-of-state cities are provided in the Lodging, Meals, and Incidental Expense Guideline Tables. Lodging guidelines exclude local taxes and surcharges. Lodging taxes and surcharges are reimbursable.

For all business-related travel, the President or Provost is authorized to approve reimbursement for lodging for both in-state and out-of-state travel when circumstances warrant. Exceptions to the guidelines for out-of-state travel must be approved prior to

travel. Lodging expenses incurred beyond approved amounts will NOT be reimbursed. In such cases, taxes and surcharges will be prorated only for the appropriate rate.

Hotel Bills

Submit original, itemized hotel bills. Only lodging and parking expenses incurred during overnight travel may be charged directly to an institutional credit card.

Non-Cash Hotel Reservations

Communicate travel plan changes to the hotel as soon as possible when a confirmation reservation is being held. Since hotels can charge for non-canceled reservations, these charges will NOT be reimbursed if the traveler is negligent in canceling reservations.

### 7.2.2 Meals

Meals and Incidental Travel Expenses

Generally, meals and certain incidental travel expenses are reimbursable for overnight official business travel outside of Southwest Virginia. Incidental expenses include bellhop/taxi tips and travel between lodging and places where meals may be taken.

Standard meal and incidental reimbursement guidelines, including all related taxes and tips, are provided in the Lodging, Meals, and Incidental Expense Guideline Tables below. The \$5 incidental expense allowance is only reimbursable during overnight, official business travel.

Prorated Per Diem for Meals

The following occurrences require prorating of per diem amounts.

On a travel departure or return day, 75% of the per diem is allowable based upon where the night was spent as follows:

Departure Day: Where you spend the night.

Return Day: Where you spent the night before returning to home base.

When meals are provided at no cost in conjunction with travel events, the applicable per diem reimbursement rate shall be reduced by the amount shown for the applicable meal in the Guideline Table, excluding the incidental allowance.

However, when meals are provided at no cost in conjunction with travel events on a travel departure or return day, the full per diem is reduced by the full amount of the appropriate meals followed by a 75% prorating of the balance.

### 7.2.3 In-State Lodging Guidelines

The following table provides guidelines for Lodging, Meals, and Incidental Expenses that are allowable to the in-state traveler for reimbursement. If a location is not listed, the standard rate applies.

Location City (County or counties)	Meals (Travel or business meals, includes tips and taxes)			Overnight Travel		
	Break - fast	Lunch	Dinner	Meals Total per diem	Incidentals	Lodging (Excludes taxes and surcharges)
STANDARD	\$7	\$11	\$18	\$36	\$3	\$77
Abingdon (Washington)	\$9	\$13	\$24	\$46	\$3	\$86
Blacksburg (Montgomery)	\$10	\$15	\$26	\$51	\$3	\$95
Charlottesville (Albemarle and Greene)	\$10	\$17	\$26	\$53	\$3	\$113
Chesapeake and Suffolk	\$10	\$17	\$26	\$53	\$3	10/01 - 03/31 \$78 04/01 - 05/31 \$78 06/01 - 08/31 \$86 09/01 - 09/30 \$78
Chesterfield / Henrico (Chesterfield and Henrico)	\$10	\$14	\$24	\$48	\$3	\$87
Fredericksburg (City of Fredericksburg, Spotsylvania)	\$10	\$15	\$28	\$53	\$3	\$89
Hampton City / Newport News	\$8	\$12	\$21	\$41	\$3	\$81
James City / Williamsburg (York)	\$10	\$15	\$26	\$51	\$3	10/1 - 10/31 \$77 11/1 - 8/31 \$96 9/1 - 9/30 \$77
Loudoun	\$11	\$18	\$29	\$58	\$3	\$111

Location City (County or counties)	Meals (Travel or business meals, includes tips and taxes)			Overnight Travel		
	Break - fast	Lunch	Dinner	Meals Total per diem	Incidentals	Lodging (Excludes taxes and surcharges)
(Loudoun)						
Lynchburg (Campbell)	\$10	\$14	\$24	\$48	\$3	\$79
Manassas (City Limits)	\$7	\$11	\$18	\$36	\$3	\$82
Norfolk / Portsmouth	\$14	\$18	\$31	\$58	\$3	\$92
Richmond (City Limits)	\$12	\$19	\$32	\$63	\$3	\$114
Roanoke (City Limits)	\$10	\$14	\$24	\$48	\$3	\$99
Stafford / Prince Williams (Stafford and Prince Williams)	\$10	\$17	\$26	\$53	\$3	\$89
Virginia Beach (Virginia Beach)	\$12	\$15	\$26	\$53	\$3	10/1 - 5/31 \$89 6/1 - 8/31 \$144 9/1 - 9/30 \$89
Wallops Island (Accomack)	\$10	\$14	\$29	\$53	\$3	10/1 - 6/30 \$84 7/1 - 8/31 \$125 9/1 - 9/30 \$84
Warrenton	\$10	\$12	\$21	\$43	\$3	\$93

Location City (County or counties)	Meals (Travel or business meals, includes tips and taxes)			Overnight Travel		
	Break - fast	Lunch	Dinner	Meals Total per diem	Incidentals	Lodging (Excludes taxes and surcharges)
(Fauquier)						
Washington, D.C. area  (includes Virginia cities of Alexandria, Falls Church, Fairfax; Virginia counties of Arlington, Fairfax; Maryland counties of Montgomery and Prince Georges)	\$14	\$20	\$34	\$68	\$3	10/1 - 10/31 \$211 11/1 - 2/28 \$181 3/1 - 6/30 \$211 7/1 - 8/31 \$157 9/1 - 9/30 \$211
Williamsburg area  (James City and York)	\$10	\$15	\$26	\$51	\$3	10/1 - 3/31 \$77 4/1 - 8/31 \$91 9/1 - 9/30 \$77

#### 7.2.4 Out-of-State Lodging Guidelines

The following table provides guidelines for Lodging, Meals, and Incidental Expenses that are allowable to the out-of-state traveler for reimbursement. If a location is not listed, then the rate for a city within twenty-five (25) miles may be used.

**Please note:**

- If a specific city is listed in the table, that rate also applies to other cities within 15 minutes' travel time from the listed city unless otherwise noted.
- Some city rates include specified outlying counties or suburbs.
- If a specific locality is not included in the table below, the standard rate listed at the top of the table applies.

<b>Location</b> City (County or counties)	<b>Meals</b> (Travel or business meals, includes tips and taxes)			<b>Overnight Travel</b>		
	Break - fast	Lunch	Dinner	Meals Total per diem	Incidentals (Includes: transportation to and from meals, tips, personal phone calls, and laundry)	Lodging (Excludes taxes and surcharges)
STANDARD	\$8	\$12	\$21	<b>\$41</b>	\$3	<b>\$88</b>
Atlanta, GA (Cobb, Fulton, DeKalb)	\$11	\$15	\$27	<b>\$53</b>	\$3	<b>\$132</b>
Austin, TX (Travis)	\$14	\$20	\$34	\$68	\$3	<b>\$104</b>
Baltimore, MD (City Limits)	\$14	\$20	\$34	<b>\$68</b>	\$3	10/1 - 11/30 <b>\$144</b> 12/1 - 2/28 <b>\$121</b> 3/1 - 9/30 <b>\$144</b>
Baltimore County, MD (Does not include City of Baltimore)	\$11	\$16	\$31	<b>\$58</b>	\$3	<b>\$99</b>
Boston/Cambridge, MA (Suffolk, City of Cambridge)	\$14	\$20	\$34	<b>\$68</b>	\$3	7/1 - 8/31 <b>\$171</b> 10/1 - 10/31 <b>\$206</b> 11/1 - 3/31 <b>\$154</b> 4/1 - 6/30 <b>\$190</b> 09/1 - 9/30 <b>\$206</b>
Charleston, SC (Charleston, Berkeley, Dorchester)	\$10	\$15	\$28	<b>\$53</b>	\$3	<b>\$132</b>
Charlotte, NC (Mecklenburg)	\$9	\$13	\$26	<b>\$48</b>	\$3	<b>\$95</b>

<b>Location</b> City (County or counties)	<b>Meals</b> (Travel or business meals, includes tips and taxes)			<b>Overnight Travel</b>		
	Break - fast	Lunch	Dinner	Meals Total per diem	Incidentals (Includes: transportation to and from meals, tips, personal phone calls, and laundry)	Lodging (Excludes taxes and surcharges)
Chicago, IL (Cook and Lake)	\$14	\$20	\$34	<b>\$68</b>	\$3	10/1 - 11/30 <b>\$190</b> 12/1 - 4/30 <b>\$128</b> 5/1 - 6/30 <b>\$166</b> 7/1 - 8/31 <b>\$146</b> 9/1 - 9/30 <b>\$173</b>
Cincinnati, OH (Clermont and Hamilton)	\$10	\$15	\$28	<b>\$53</b>	\$3	<b>\$115</b>
Cleveland, OH (Cuyahoga)	\$10	\$15	\$28	<b>\$53</b>	\$3	<b>\$102</b>
Dallas, TX (Dallas County and City Limits)	\$14	\$20	\$34	<b>\$68</b>	\$3	<b>\$107</b>
Denver / Aurora, CO (Adams, Arapahoe, Denver, Jefferson)	\$12	\$18	\$33	<b>\$63</b>	\$3	<b>\$141</b>
Detroit, MI (Wayne)	\$11	\$15	\$27	<b>\$53</b>	\$3	<b>\$95</b>
Floral Park/Garden City/Glen Cove/ Great Neck/ Roslyn, NY (Nassau)	\$12	\$18	\$33	<b>\$63</b>	\$3	<b>\$143</b>
Houston, TX (Johnson Space Center and Fort Bend, Harris, and Montgomery)	\$14	\$19	\$35	<b>\$68</b>	\$3	<b>\$109</b>

<b>Location</b> City (County or counties)	<b>Meals</b> (Travel or business meals, includes tips and taxes)			<b>Overnight Travel</b>		
	Break - fast	Lunch	Dinner	Meals Total per diem	Incidentals (Includes: transportation to and from meals, tips, personal phone calls, and laundry)	Lodging (Excludes taxes and surcharges)
Kansas City, MO (Cass, Clay, Jackson, Platte)	\$11	\$15	\$32	<b>\$58</b>	\$3	<b>\$99</b>
Las Vegas, NV (Clark)	\$14	\$19	\$35	<b>\$68</b>	\$3	<b>\$93</b>
Los Angeles, CA (Los Angeles, Orange, and Ventura, and Edwards Air Force Base)	\$14	\$19	\$35	<b>\$68</b>	\$3	<b>\$123</b>
Manhattan, NY (Richmond, and boroughs of Manhattan, Bronx, and Brooklyn)	\$14	\$19	\$35	<b>\$68</b>	\$3	10/1 - 12/31 <b>\$269</b> 1/1 - 3/31 <b>\$192</b> 4/1/ - 6/30 <b>\$ 212</b> 7/1 - 8/31 <b>\$191</b> 9/1 - 9/30 <b>\$269</b>
Miami, FL (Miami - Dade)	\$12	\$18	\$33	<b>\$63</b>	\$3	10/1 - 11/30 <b>\$104</b> 12/1 - 3/31 <b>\$151</b> 4/1 - 5/31 <b>\$128</b> 6/1 - 9/30 <b>\$104</b>
Minneapolis /St. Paul, MN (includes Hennepin and Ramsey Counties)	\$14	\$19	\$35	<b>\$68</b>	\$3	<b>\$120</b>
Nashville, TN	\$14	\$18	\$31	<b>\$63</b>	\$3	<b>\$110</b>

<b>Location</b> City (County or counties)	<b>Meals</b> (Travel or business meals, includes tips and taxes)			<b>Overnight Travel</b>		
	Break - fast	Lunch	Dinner	Meals Total per diem	Incidentals (Includes: transportation to and from meals, tips, personal phone calls, and laundry)	Lodging (Excludes taxes and surcharges)
(Davidson)						
Newark, NJ (Essex, Bergen, Hudson, and Passaic)	\$12	\$16	\$30	<b>\$58</b>	\$3	<b>\$116</b>
New Orleans, LA (Jefferson, Orleans, Plaquemine, and St. Bernard Parishes)	\$14	\$20	\$34	<b>\$68</b>	\$3	10/1 - 6/30 <b>\$131</b> 7/1 - 9/30 <b>\$98</b>
Orlando, FL (Orange)	\$11	\$16	\$26	<b>\$53</b>	\$3	10/1 - 12/31 <b>\$90</b> 1/1 - 5/31 <b>\$104</b> 6/1 - 9/30 <b>\$90</b>
Palm Springs, CA (Riverside)	\$14	\$19	\$35	<b>\$68</b>	\$3	10/1 - 12/31 <b>\$104</b> 1/1 - 4/30 <b>\$120</b> 5/1 - 8/31 <b>\$90</b> 9/1 - 9/30 <b>\$104</b>
Philadelphia, PA (Philadelphia)	\$12	\$18	\$33	<b>\$63</b>	\$3	10/1 - 11/30 <b>\$149</b> 12/1 - 8/31 <b>\$136</b> 9/1 - 9/30 <b>\$149</b>
Phoenix / Scottsdale, AZ (Maricopa)	\$14	\$20	\$34	<b>\$68</b>	\$3	10/1 - 12/31 <b>\$106</b> 1/1 - 4/30 <b>\$126</b>

<b>Location</b> City (County or counties)	<b>Meals</b> (Travel or business meals, includes tips and taxes)			<b>Overnight Travel</b>		
	Break - fast	Lunch	Dinner	Meals Total per diem	Incidentals (Includes: transportation to and from meals, tips, personal phone calls, and laundry)	Lodging (Excludes taxes and surcharges)
						5/1 - 8/31 <b>\$81</b> 9/1 - 9/30 <b>\$105</b>
Pittsburgh, PA (Allegheny)	\$14	\$20	\$34	<b>\$68</b>	\$3	<b>\$115</b>
San Antonio, TX (Bexar)	\$12	\$19	\$32	<b>\$63</b>	\$3	<b>\$106</b>
San Diego, CA (San Diego)	\$14	\$20	\$34	<b>\$68</b>	\$3	<b>\$131</b>
San Francisco, CA (San Francisco)	\$14	\$21	\$33	<b>\$68</b>	\$3	10/1 - 10/31 <b>\$174</b> 11/1 - 8/31 <b>\$142</b> 9/1 - 9/30 <b>\$174</b>
Savannah, GA (Chatman)	\$11	\$15	\$27	<b>\$53</b>	\$3	<b>\$97</b>
Seattle, WA (King)	\$14	\$20	\$34	<b>\$68</b>	\$3	<b>\$139</b>
St. Louis, MO (St. Louis and St. Charles)	\$12	\$18	\$33	<b>\$63</b>	\$3	<b>\$105</b>
Tampa/St. Petersburg, FL	\$10	\$15	\$26	<b>\$51</b>	\$3	10/1 - 12/31 <b>\$92</b>

<b>Location</b> City (County or counties)	<b>Meals</b> (Travel or business meals, includes tips and taxes)			<b>Overnight Travel</b>		
	Break - fast	Lunch	Dinner	Meals Total per diem	Incidentals (Includes: transportation to and from meals, tips, personal phone calls, and laundry)	Lodging (Excludes taxes and surcharges)
(Pinellas and Hillsborough)						1/1 - 3/31 <b>\$108</b> 4/1 - 9/30 <b>\$92</b>
Washington, D.C. area  (includes Virginia cities of Alexandria, Falls Church, Fairfax, Virginia counties of Arlington and Fairfax, and Maryland counties of Montgomery and Prince Georges)	\$14	\$20	\$34	<b>\$68</b>	\$3	10/1 - 10/31 <b>\$211</b> 11/1 - 2/28 <b>\$181</b> 3/1 - 6/30 <b>\$211</b> 7/1 - 8/31 <b>\$157</b> 9/1 - 9/30 <b>\$211</b>
White Plains / Tarrytown / New Rochelle / Yonkers, NY  (Westchester)	\$14	\$20	\$34	<b>\$68</b>	\$3	<b>\$142</b>

### 7.3 Reimbursement of Expenses

The College shall provide for or reimburse an employee for any reasonable and necessary expenses advanced by him or her for the College's business upon acceptable documentation by him or her of prior approval and documentation of such expenditures.

A reimbursement form, attached hereto as Appendix B, must be submitted in order to receive a reimbursement. The College will reimburse the employees for the following:

- (1) Transportation (business/coach) to and from the city where business is being conducted. If other transportation is used, reimbursement will be made for actual costs to the extent they do not exceed round-trip air

charges. Subject to the rules and regulations herein regarding the use of personal cars for travel.

- (2) Hotel bill for lodging at the single rate.
- (3) Taxi fares and miscellaneous expenses

Receipts are required for reimbursement.

Employee will be given a per diem amount to be used for food only if the travel requires an overnight stay. The meal per diem schedule is contained hereinabove.

## Appendices

- A. Employee Timesheet
- B. Reimbursement Form
- C. Professional Development Travel Request
- D. Request for Leave
- E. Request to Engage in Outside Employment
- F. Notice of Eligibility and Rights & Responsibilities  
Family and Medical Leave Act Forms
- G. Appalachian College of Pharmacy Organizational Chart
- H. Directory of Assistance Programs and Drug/Alcohol Rehabilitation Services
- I. Criminal Penalties for Violations of the Federal Controlled Substance Act and the Virginia Drug Control Act
- J. Health Risks Associated with the Use of Illicit Drugs and the Abuse of Alcohol
- K. Acknowledgement of Receipt
- L. Hiring Policy and Procedure for Non-Faculty Staff

**Appendix A***Board Approved - August 27, 2025***Appalachian College of Pharmacy****Employee Timesheet**

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

Pay Period Ending: \_\_\_\_\_

## Instructions:

1. Insert the exact time.
2. This form must be submitted to your supervisor weekly.
3. Supervisors must PRE-APPROVE overtime for the day the hours are to be worked – overtime is hours worked in excess of forty (40) hours per week.
4. Please indicate leave code if applicable on each weekly record.  
V = Vacation      B = Bereavement      LWOP = Leave Without Pay  
S = Sick      P = Professional      CL = Civil Leave/Jury Duty  
ML = Military      O = Other

Day	Date	Time In	Time Out	Time In	Time Out	Total Hours (Day)	Overtime Approval Supervisor Initials
<b>Sunday</b>							
<b>Monday</b>							
<b>Tuesday</b>							
<b>Wednesday</b>							
<b>Thursday</b>							
<b>Friday</b>							
<b>Saturday</b>							
<b>Total Hours (Week)</b>							

*The College workweek is defined as beginning on 12:01 a.m. on Sunday and ending on 12:00 a.m. on Saturday.*

I certify that I have worked the number of hours listed on this timesheet. I certify that I have obtained pre-approval from my supervisor for any overtime indicated on this timesheet.

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

Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_

Date \_\_\_\_\_

## Appalachian College of Pharmacy Reimbursement Form

Name			Date					
Mailing								
Address								
or Location								
Please submit completed report with employee and supervisor signatures to the Business Office by the 25th of each month. Overnight travel should be completed on separate form and submitted within 5 days of return from trip.								
Date	Business Purpose of Expenses		Transportation Codes		Meals Including Tips (attach receipts)	Lodging (attach receipts)	Miscellaneous or Other Expense (attach receipts)	Daily Totals
			P=Private Auto(enter miles) R=Rental Auto U=ACP Auto(attach fuel receipts) T=Taxi					
From	To	Code	Miles	Rate	Amount			
				\$0.505		B		
						L		
						D		
				\$0.505		B		
						L		
						D		
				\$0.505		B		
						L		
						D		
				\$0.505		B		
						L		
						D		
Column Totals								
Signature and Approvals		Date		Total from Attached Pages				
Employee								
Supervisor				Total Expenses Due Employee				

Page \_\_\_\_ of \_\_\_\_

**Appendix C      Appalachian College of Pharmacy**  
**Professional Development Travel Request**

Submit this form to your Supervisor for approval 2 weeks prior to the meeting date.

**Name:** \_\_\_\_\_

**Conference Name:** \_\_\_\_\_

**Dates of Travel:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Purpose of Trip:** \_\_\_\_\_  
\_\_\_\_\_

<b>Registration Fee \$</b> _____		
<b>Method of Travel</b>		
<input type="checkbox"/> Air	<input type="checkbox"/> Ground by Private Auto	<input type="checkbox"/> Ground by College Vehicle
Airfare Cost \$ _____	# Miles _____ x \$0.505=\$ _____	Gasoline Estimate \$ _____
<b>Lodging</b> <i>(See Personnel Policies &amp; Procedures Manual for applicable caps.)</i>		
# of Nights _____ x Nightly Rate with Lodging Tax Included \$ _____ = \$ _____		
<b>Meals</b> <i>(See Personnel Policies &amp; Procedures Manual for Per Diem Rates for location.)</i>		
Meals # of days _____ x Per Diem Rate \$ _____ = Estimated Costs \$ _____		
<b>Additional Travel Costs</b> <i>(e.g. parking, taxi, subway)</i>		
Additional Services Required: _____		
Estimated Amount \$ _____		
<b>Total Estimated Costs</b> <i>(Total all costs listed above.)</i>		\$ _____

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

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

CFO Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

# Appalachian College of Pharmacy

## Request for Leave

Name: \_\_\_\_\_

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

Leave Use Type:

V= Vacation    S= Sick    LWOP =Leave Without Pay    O = Other    ML = Military

P= Professional/Educational    C= Compensatory    CL= Civil Leave/Jury Duty

Leave Type	Date (From – To)	Hours	Approved (Yes or No)	Supervisor Initials
	-			
	-			
	-			

**Bereavement** (must be a member of your immediate family, which for the purposes of this form is defined as parent, sibling, grandparent, spouse, child, or grandchild):

<b>*Provide name and relationship with deceased:</b>

**Other leave:** Please explain.

---

**Leave Type Earned:**

C= Comp.    OT= Overtime earned

Type Earned	Date Earned	Hours	Approved (Yes and No)	Supervisor Initials

**Comments:**

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

Supervisor Signature: \_\_\_\_\_

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

**Appendix E**

**Appalachian College of Pharmacy**  
**Request to Engage in Outside Employment**

(Please print or type)

Name: \_\_\_\_\_ SS Number: \_\_\_\_\_  
Dept/Facility: \_\_\_\_\_

Outside Employment:

If self-employed, describe nature of the work:

Number of hours worked per day:

Number of days worked per week:

Number of hours worked per week:

I understand the Appalachian College of Pharmacy remains my primary employer and any outside employment will not interfere with my duties and responsibilities as an employee of that agency. I further understand that this approval may be rescinded by the Agency because of a change in the conditions of either my classified or outside employment.

Requested by: \_\_\_\_\_  
Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

**SUPERVISOR'S REVIEW:**

Is this outside employment likely to affect this employee's performance of job duties with the Appalachian College of Pharmacy?  Yes  No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Is there any indication of a violation of the State and Local Government Conflict of Interests Act?

Yes  No

FINAL ACTION:  Approved  Disapproved

President's Signature \_\_\_\_\_ Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

**Notice of Eligibility and Rights &  
Responsibilities  
(Family and Medical Leave Act)**

**U.S. Department of Labor**  
Employment Standards Administration  
Wage and Hour Division



OMB Control Number: 1215-0181  
Expires: 12/31/2011

In general, to be eligible an employee must have worked for an employer for at least 12 months, have worked at least 1,250 hours in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

**[Part A - NOTICE OF ELIGIBILITY]**

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

FROM: \_\_\_\_\_  
Employer Representative

DATE: \_\_\_\_\_

On \_\_\_\_\_, you informed us that you needed leave beginning on \_\_\_\_\_ for:

- The birth of a child, or placement of a child with you for adoption or foster care;
- Your own serious health condition;
- Because you are needed to care for your \_\_\_\_\_ spouse; \_\_\_\_\_ child; \_\_\_\_\_ parent due to his/her serious health condition.
- Because of a qualifying exigency arising out of the fact that your \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- Because you are the \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent; \_\_\_\_\_ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
  - You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately \_\_\_\_\_ months towards this requirement.
  - You have not met the FMLA's 1,250-hours-worked requirement.
  - You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact \_\_\_\_\_ or view the \_\_\_\_\_  
FMLA poster located in \_\_\_\_\_.

**[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]**

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by \_\_\_\_\_. (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request \_\_\_\_\_ is/\_\_\_\_ is not enclosed.
- Sufficient documentation to establish the required relationship between you and your family member.
- Other information needed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Page 1 No additional information requested

CONTINUED ON NEXT PAGE

Form WH-381 Revised January 2009

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

— Contact \_\_\_\_\_ at \_\_\_\_\_ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

— You will be required to use your available paid \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

— Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We \_\_\_\_\_ have/\_\_\_\_ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

— While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_. (Indicate interval of periodic reports, as appropriate for the particular leave situation.)

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the reverse side of this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
  - the calendar year (January – December).
  - a fixed leave year based on \_\_\_\_\_.
  - the 12-month period measured forward from the date of your first FMLA leave usage.
  - a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on \_\_\_\_\_.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

— For a copy of conditions applicable to sick/vacation/other leave usage please refer to \_\_\_\_\_ available at: \_\_\_\_\_.

— Applicable conditions for use of paid leave: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

at \_\_\_\_\_

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.

**Designation Notice  
(Family and Medical Leave Act)**

**U.S. Department of Labor**  
Employment Standards Administration  
Wage and Hour Division



OMB Control Number: 1215-0181  
Expires: 12/31/2011

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form by employers is optional, a fully completed Form WH-382 provides an easy method of providing employees with the written information required by 29 C.F.R. §§ 825.300(c), 825.301, and 825.305(c).

To: \_\_\_\_\_

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

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided.  
We received your most recent information on \_\_\_\_\_ and decided:

\_\_\_\_\_ Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.

**The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:**

\_\_\_\_\_ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: \_\_\_\_\_

\_\_\_\_\_ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

**Please be advised (check if applicable):**

\_\_\_\_\_ You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

\_\_\_\_\_ We are requiring you to substitute or use paid leave during your FMLA leave.

\_\_\_\_\_ You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position \_\_\_\_\_ is \_\_\_\_\_ is not attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

\_\_\_\_\_ **Additional information is needed to determine if your FMLA leave request can be approved:**

\_\_\_\_\_ The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than \_\_\_\_\_, unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

(Specify information needed to make the certification complete and sufficient)

\_\_\_\_\_ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

\_\_\_\_\_ Your FMLA Leave request is Not Approved.

\_\_\_\_\_ The FMLA does not apply to your leave request.

\_\_\_\_\_ You have exhausted your FMLA leave entitlement in the applicable 12-month period.

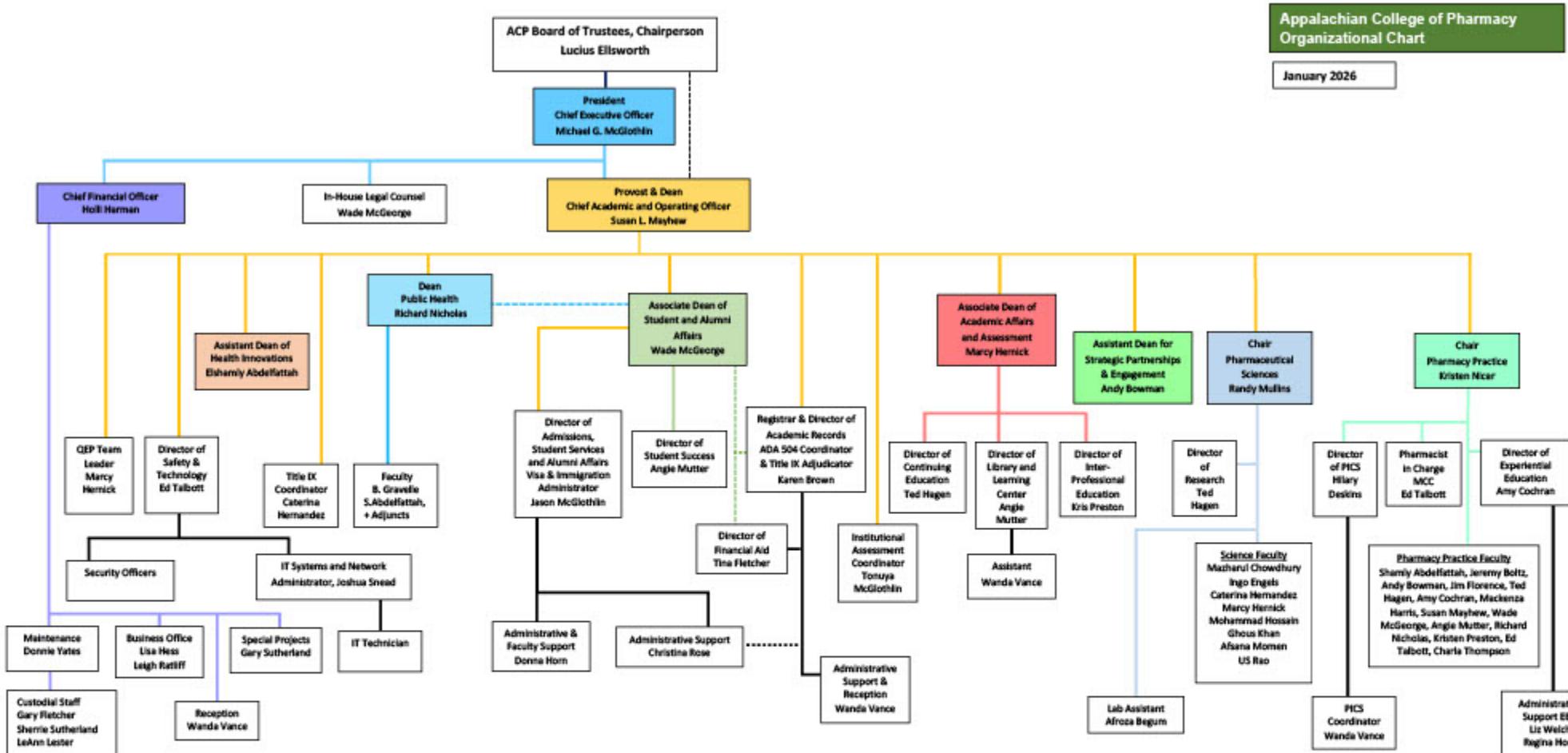
**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. §§ 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 – 30 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

Form WH-382 January 2009

**Appendix G**







## Appendix H

### **Directory of Assistance Programs and Drug/Alcohol Rehabilitation Services**

The Directory of Assistance Programs and Drug/Alcohol Rehabilitation Services is included for informational purposes only and is not an endorsement of a specific provider.

Cumberland Mountain Community Services

P.O. Box 810

Cedar Bluff, VA 24609

276-964-6702

Mental Health Services, Substance Abuse Services, Intellectual Disability Services, Prevention Services

Clinch Valley Treatment Center

111 Town Hollow Road

Cedar Bluff, VA 24609

276-963-3554

Substance abuse treatment, Detoxification, Methadone Maintenance, Methadone Detoxification, Buprenorphine Services

Stone Mountain Health Services

St. Charles Community Health Center

241 Monarch Road, PO Drawer S

St. Charles, VA 24282

Phone: 276-383-4428

Drug Abuse Counseling Services

Virginia Pharmacists Aiding Pharmacists Program (VaPAPP) of the Virginia Pharmacists Association

Research and Education Foundation

VaPAPP is available to any pharmacist, student pharmacist or pharmacy technician whose health and effectiveness has been significantly impaired by alcohol or drug addiction.

Help line (800) 527-8742 or (804) 285-4145 and ask for VaPAPP (ext. 303) or contact VaPAPP by email at [VaPAPP@virginiapharmacists.org](mailto:VaPAPP@virginiapharmacists.org).

## **Appendix I**

### **Criminal Penalties for Violations of the Federal Controlled Substance Act and the Virginia Drug Control Act**

Under the Federal Controlled Substance Act and the Virginia Drug Control Act, the law penalized for unlawful manufacturing, distribution, use and possession of controlled substances. The penalties vary based on the type of drug involved, possession and intent to distribute. Federal law sets penalties for the first offenses ranging from one year to life imprisonment and/or \$100,000 to \$4 million fines. Penalties may include forfeiture of property, including vehicles used to possess, transport or conceal a controlled substance or denial of Federal benefits such as student loans and professional licenses. Convictions under State law may be misdemeanor or felony crimes with sanctions ranging from six months to life imprisonment and/or \$250 to \$100,000 fines. Federal law holds that any person who distributes, possesses with intent to distribute, or manufactures a controlled substance in, or within one thousand feet of an educational facility is subject to a doubling of the applicable maximum punishments and fines. A similar state law carries sanctions of up to five years' imprisonment and up to \$100.00 fine for similar violations.

## **Health Risks Associated with the Use of Illicit Drugs and the Abuse of Alcohol**

Information regarding Health Risks Associated with the Use of Illicit Drugs and the Abuse of Alcohol may be found by referring to the websites below.

Health Effects: <http://www.drugabuse.gov/drugs-abuse/commonly-abused-drugs/health-effects>

Alcohol's Effects on the Body: <http://www.niaaa.nih.gov/alcohol-health/alcohols-effects-body>

The Science of Drug Abuse and Addiction: <https://archives.drugabuse.gov/publications/media-guide/science-drug-use-addiction-basics>

## Appendix K

### **Acknowledgement of Receipt of Personnel and Policies Manual**

I acknowledge that I have received a copy of the Appalachian College of Pharmacy Personnel and Policies Manual. I understand that it is my responsibility to review the Manual and to familiarize myself with the policies and procedures contained in the Manual and all other Appalachian College of Pharmacy policies properly adopted. I understand and agree that I will be presumed to have knowledge of all Appalachian College of Pharmacy policies and amendments thereto. I understand that the Manual is not a contract of employment and that its contents may change from time to time without direct notice to me and therefore I shall check periodically to determine if such changes have been made. I understand and agree that unless specifically excluded or modified by separate written contract terms signed by a College employee and the College's authorized agent, the terms and conditions stated herein shall supersede any terms or condition set forth in any other policy, procedure or process adopted by the College that are in conflict with this manual.

---

Signature of Employee

---

Date

---

Printed Name of Employee

## Appendix L

### **Appalachian College of Pharmacy Hiring Policy and Procedure for Non-Faculty Staff**

#### **Purpose**

The purpose of this policy and procedure is to document the process used to identify and hire a qualified non-faculty staff member.

#### **Policy**

The credentials of the new employee must be documented in their personnel file and verified.

For administrative or managerial positions an educational degree in the area of discipline is required. Outstanding professional experience and demonstrated contributions to the discipline may be accepted in lieu of a formal academic degree in disciplines requiring specific expertise. Such individual cases must be justified on a case-by-case basis.

#### **Procedure**

The following section outlines the procedure for conducting a staff search.

- I. Upon approval by the President or Provost, an advertisement for the staff position is posted.
- II. The applicant is asked to submit his/her resume and employment application to [HR@acp.edu](mailto:HR@acp.edu).
- III. The administrative assistant collecting the employee applications forwards the documents to the search panel.
- IV. An assigned search panel comprised of at least three college employees reviews the applicant files, selects prospective candidates to be interviewed and conducts the candidate interviews with the goal of obtaining the best possible match for the position.
- V. After the committee evaluation, the panel chair provides a hiring recommendation to the Dean or Provost (as appropriate).
- VI. Upon reviewing the hiring recommendation and other related documentation the Dean / Provost, who then makes a recommendation to the President.
- VII. The President approves or disapproves of the hire. If the former then a written formal contract letter is issued to the successful candidate.
- VIII. A completed personnel file is then maintained in the Office of the Legal Counsel.
- IX. A copy of the employee contract letter is submitted to the Chief Financial Officer by the Legal Counsel to ensure that employees are paid pursuant to their contract and to ensure that appropriate documentation is maintained for financial audit verification.