

WSU POLICY APPROVAL COVER PAGE

DATE POLICY REQUEST TO PET:			Date			1			
IS THIS A NEW POLICY OR CHANGE TO AN EXISTING POLICY? NEW X EXISTING								X	
CURI	CURRENT POLICY TITLE: 5.17 INCLEMENT WEATHER AND EMERGENCY LEAVE								
REVI	SED POLICY TITLE:								
LAST REVISED DATE OF POLICY: N/A									
INITI	INITIATING AUTHORITY: Academic Affairs and Finance and Administration								
SUMMARY OF POLICY OR POLICY CHANGE:									
This policy is being proposed to inform and govern University action in the event of Inclement Weather or other Emergency Events.									
REASON OR NEED FOR POLICY / SUMMARY OF CHANGES MADE TO EXISTING POLICY:									
This is a new policy that is consistent with past actions.									
APPLICABLE LAWS OR REGULATORY OR POLICY AUTHORITY:									
OTHER RELEVANT WSU POLICIES:									
20.03 / Closing the University in the Event of Severe Weather or Other Emergency Situations: This policy grants a general authority to the President and the President's designees to close campus facilities. This policy is being reviewed for removal or, the alternative, updated and moved to Chapter 11, Facilities.									
THE FOLLOWING UNIVERSITY STAKEHOLDERS WERE INCLUDED IN THE REVIEW AND APPROVAL OF THIS POLICY DRAFT / REVISION:									
	Office of the General Counsel – Daniel Hilliard								
	Human Resources – Vicki Whisenhant, HR Leadership								
OTHER NOTES FOR CONSIDERATION:									
OWNER OF POLICY REQUEST FOR QUESTIONS: gc.policies@wichita.ed						du			



5.17 / INCLEMENT WEATHER AND EMERGENCY EVENT

I. INITIATING AUTHORITY

A. Academic Affairs and Administration, Finance, and Operations serves as the initiating authority for this policy.

II. PURPOSE

- A. In the event of an Inclement Weather Event and/or an Emergency Event, the University shall take all reasonable measures to protect the health and safety of students, faculty, and staff. Should such an event occur, the University may implement a temporary adjustment to its class and/or operations, including late start and moving class instruction and Non-Critical Campus Operations to remote delivery, when possible. Critical Campus Operations will continue to operate oncampus to the fullest extent possible.
- B. In order to facilitate the University's decision making and communication process, and to recognize potential childcare challenges faced by University students and employees, the University will typically align with USD 259 in closing campus facilities or moving to remote learning/operations due to Inclement Weather Event or national, state, or local emergencies.

III. POLICY

A. Application of Policy

- 1. This Policy is applicable in the event the University declares an Inclement Weather Event and/or an Emergency Event.
- 2. This Policy shall apply to all University and ICAA faculty, instructors, and staff, except those employed in the Industry and Defense Programs division.
- 3. This Policy shall apply to the University Main Campus location and the satellite locations listed below. More information regarding satellite locations can be found here: https://www.wichita.edu/about/maps_directions.php#locations.
 - a) WSU Old Town A
 - b) WSU Old Town B
 - c) WSU Old Town C

- d) WSU Haysville
- e) WSU South
- f) WSU West

B. Determination of Inclement Weather and/or Campus Emergency Event

1. The President or the President's designee(s) determine when an Inclement Weather and/or Emergency Event necessitate a temporary or permanent closure, delay, or alternate form of delivery or location, including the length of time and extent of closure / cancellations. These decisions are frequently made in consultation with, or delegated to, the Provost and Senior Vice President Administration Finance and Operations.

C. Classes

1. **Remote Delivery.** When the University announces an Inclement Weather Event or Emergency Event, WSU classes shall move to remote delivery, except as otherwise set forth in this Policy. Faculty and instructors teaching an in-person course (TCI, HYB1, HYB2, and OHY) should provide alternative assignments where necessary to accommodate students without access to remote course delivery. Courses that have been previously identified as remote delivery should continue as planned.

2. Exceptions.

- a) Labs and Other Circumstances Where Remote Delivery is Not Available. Faculty and instructors shall designate whether or not a lab or course can be completed remotely in their course syllabus and/or Blackboard announcements. In such cases, faculty and instructors shall provide students with instructions for an Inclement Weather and/or Emergency Event.
- b) Applied Learning, Practica and Clinics. Faculty, instructors, and other individuals supervising applied learning programs must ensure that the student adheres to the Inclement Weather and/or Emergency Events policies and procedures as established by the course and/or the clinical/applied learning site, except that the clinical site supervisor, clinical faculty member, program director, program chair, or Dean may direct students as deemed necessary to ensure the health and safety of the student.
- 3. Communicating Class Expectations and Remote Delivery. Faculty and instructors are expected to communicate course delivery instructions to students in their syllabus and/or Blackboard regarding expectations during

an Inclement Weather and/or an Emergency Event. Template language for syllabus and Blackboard communications is available from Academic Affairs.

D. Campus Operations

- 1. Critical Campus Operations.
 - a) Critical Campus Operations are expected to continue to perform work during an Inclement Weather or Emergency Event. Employees who support Critical Campus Operations under WSU policies and are expected to report to campus or their regularly assigned worksite unless otherwise instructed by their Vice President, Dean, or the Director of Athletics, as applicable.
 - b) Critical Campus Operations include:
 - (1) Student Housing;
 - (2) Shocker Dining (may reduce business hours as needed);
 - (3) Campus Police;
 - (4) Facilities Services;
 - (5) Research laboratories (at faculty and instructor discretion);
 - (6) Operations designated by the President, Athletic Director, or any Vice President as Critical Campus Operations. Such designation may be permanent or temporary and may be designated as of the day or time of the Inclement Weather Event and/or an Emergency Event.
- 2. **Non-Critical Campus Operations** All operations that are not otherwise deemed Critical Campus Operations are considered Non-Critical Campus Operations. Employees supporting Non-Critical Campus Operations shall perform work remotely during campus closure due to Inclement Weather Event or an Emergency Event except where the head of the department or unit determines that it is not feasible for the employee to work remotely during the Inclement Weather Event.

E. Pay, Leave, and Time Off

- 1. Inclement Weather and Emergency Event Pay
 - a) Rate of Pay

- (1) Inclement Weather and Emergency Event Pay is equivalent to being paid the regular rate of pay for the employee's regularly scheduled shift in addition to the Employee's regular rate of pay for actual hours worked during the declaration of an Inclement Weather and/or Emergency Event.
- b) Eligibility for Inclement Weather and Emergency Event Pay
 - (1) A Non-Exempt Employee who supports Critical Campus Operations shall be eligible for Inclement Weather and Emergency Event Pay if the Employee is required to report to a Designated Campus Site and work either some or their entire regularly scheduled shift during a Declaration of Inclement Weather or Emergency Event.
 - (2) An Exempt Employee is not eligible for Inclement Weather and Emergency Event Pay.
 - (3) Employees on leave with pay during an Inclement Weather Event or Emergency Event will continue using their accumulated leave.

2. Inclement Weather / Emergency Event Leave

- a) <u>Eligibility for Leave</u>
 - (1) Inclement Weather / Emergency Event Leave with pay is available during campus closure due to Inclement Weather Event or an Emergency Event when the head of the department or unit determines that it is not feasible for the Employee to work remotely during the Inclement Weather Event.
 - (2) Employees must be in pay status the entire workday before and the entire workday after the Inclement Weather / Emergency Event day to receive paid Inclement Weather / Emergency Event leave.
 - (3) Employees in leave status the day before and the day after an Inclement Weather / Emergency Event will not receive Inclement Weather Pay or be allowed to change their leave status. Employees on leave with pay (such as vacation or sick leave) during an Inclement Weather / Emergency Event will continue using their accumulated leave.

- b) Recording Inclement Weather / Emergency Event Leave in Timekeeping System
 - (1) If leave is approved, hours not worked should be recorded as Inclement Weather / Emergency Event Leave by the Employee during a closure.
 - (2) Inclement Weather / Emergency Event Leave shall be recorded by Non-Exempt Employees in the timekeeping system as "Inclement Weather Non-Exempt".
 - (3) Inclement Weather / Emergency Event Leave shall be recorded by Exempt Employees in the timekeeping system as "Inclement Weather Exempt".

3. Recording Time Worked During Inclement Weather / Emergency Event

- Operations, and are required to report to a Designated Campus Site and work either some or their entire regularly scheduled shift during a Declaration of Inclement Weather or Emergency Event, should record both (i) the actual hours physically worked at a Designated Campus Site as regularly scheduled hours on the timesheet; and (ii) the total hours that they would have normally been scheduled to work for that day (regular shift hours) as "Inclement Weather Non-Exempt" in the timekeeping system.
- (2) Non-Exempt Employees who do not support Critical Campus Operations and who perform remote work during an Inclement Weather / Emergency Event should record such work time as regular hours worked.
- (3) Exempt Employees who perform work during an Inclement Weather or Emergency Event should record such work time as regular hours worked and no leave should be reported.

IV. DEFINITIONS

- A. For the purpose of this policy only, the following definitions shall apply:
 - 1. **Critical Campus Operations:** All Campus Operations that are identified in this Policy at Section III.D.1.
 - 2. **Designated Campus Sites:** Designated Campus Sites shall include the Wichita State Main Campus and other University locations, as identified in

- the University's Annual Safety and Security Report and shall also include any other site determined by the President or a Division Vice President.
- 3. **Emergency Event.** A condition or event that is unexpected, emergent, or unusual, and may adversely impact the University's ability to operate and provide services or may place members of the campus community at risk. Such conditions may include criminal acts, fire, adverse chemical spills, public health threats, sustained loss of critical infrastructure, (e.g. power, water, heat, or life safety systems), major public transit disruptions, and special directive or restrictions from public safety authorities.
- 4. **Inclement Weather Event.** Severe weather that has the potential to disrupt normal operation and/or activities of the University, or results in the Governor issuing a Declaration of Inclement Weather. Examples include snow, ice, severe cold, high winds, tornadoes, earthquakes, and flooding.
- 5. **Non-Critical Campus Operations:** Campus Operations that are identified in this Policy at Section III.D.2.
- 6. **Employee:** An individual who provides services to the University on a regular basis in exchange for compensation and receives a W-2 for such services. This includes student employees, and temporary and part-time Employees.
- 7. University: Wichita State University.

V. APPLICABLE LAWS AND ADDITIONAL RESOURCES

- A. Timekeeping Reference Guide
- B. Human Resources Leave Administration Resources

VI. REVISION DATES

A. [insert date]