

## 2.18 Employees in College Housing

Because employee housing affects the college's annual budget and housing for students is a priority, the VP for Finance/CF0 will make the final determination on all employee-housing decisions on behalf of the college. Housing as a part of an employee's compensation package is set on a certain salary requirement, which is determined by the VP for Finance/CF0. Finally, college housing as a part of an employee compensation package cannot be offered to an applicant until approved by the VP for Finance/CF0. Student Affairs will make the initial housing assignment with final approval by the VP for Finance/CF0.

Certain housing will be held for use by employees who meet the salary criteria. Exceptions can be made by the VP for Finance/CF0. If a department wishes to offer short-term housing to an employee who does not meet the requirements, the department will be charged rent to compensate for the lost revenue.

Employees who live in campus housing as part of their compensation package will sign the Staff and Faculty Housing Form located on the college's intranet site, Employee and Student Employee Forms:

<https://wwi.mcpherson.edu/human-resources/hr-forms/> The signed copy will be kept in the college's business office.

Prior to the acceptance of the position, the applicant will

understand the financial implications of accepting college housing as part of their compensation package. Acceptance of college housing may impact the new employee's annual taxable wage. The new employee's supervisor will inform the new employee of that impact and the director of HR will confirm it during the new employee's new employee orientation.

Currently enrolled McPherson College students are prohibited in any faculty or staff campus housing space between the hours of 10pm through 8am daily.

Housing for an employee is not a guarantee with college employment and is subject to change. Housing assignments including locations may change at the discretion of the college. Housing renewals will be reviewed annually by the VP for Finance/CF0.

The college reserves the right to cancel an employee's college housing at any time with a seven (7) day written notice. The failure by said Resident to co-habit reasonably is a reason for termination of an employee's housing contract by the college, as it is the responsibility for each resident is to co-exist respectfully with assigned roommates.

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## 2.17 Exempt Staff with Teaching Duties

McPherson College exempt staff may be asked during the course of their employment to teach up to two (2) courses per academic semester as a part of their regular position with the college. Teaching may not be considered additional compensation unless an exception is granted by the employee's cabinet member and human resources.

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## 5.14 Tuition Waiver

### **Purpose:**

The College recognizes the valuable contribution that each employee can make in carrying forward its mission and wishes to provide special encouragement to employees, their spouses, and their children to study on campus. Accordingly, the College will provide tuition waivers as outlined in this policy.

In addition to waivers for study at McPherson College, the College has entered into multiple tuition exchange agreements that may be attractive to certain employees or dependents (See the Financial Aid office for a list of the applicable agreements and/or institutions). The College cannot guarantee the continued availability of such exchange agreements, but will make a good faith effort to maintain or create such agreements in the future.

### **Base Benefit:**

Each full-time employee (faculty; exempt and non-exempt staff), and their spouse is eligible for the tuition waiver. In addition, the employee's children and stepchildren, up to the age of 24, are also eligible. For the purpose of this policy, foster children and children for whom the employee is the guardian are not eligible. The benefit, as detailed in the following table, is available immediately upon beginning employment with the College (or in the case of non-exempt employees, at the satisfactory conclusion of the introductory period). The tuition benefit ends on the date employment ends.

Qualification Period Percentage Rate of Waiver:

First Year 50%

Second Year 75%

Third Year\* 100%

\*Eligible for CIC waiver only upon completion of two years of employment with a limit of one CIC waiver per year for the Auto Restoration program by the college.

### **Part Time Employees:**

An employee working at least halftime but less than full-time is also eligible for partial tuition awards. The amount of the waiver is the ratio of hours scheduled in their letter of employment, divided by 2080 multiplied by the Percentage Rate of Waiver and then multiplied times the amount of tuition due after the application of available federal and state awards (2080 hours constitute full time annual employment).

For example, an employee working for 1040 hours annually would be considered one-half-time, and would be eligible for a tuition waiver equal to 50% times the Percentage Rate of Waiver, multiplied times the tuition due.

### **Application For Tuition Waiver:**

To be eligible for the tuition waiver, the prospective student

must complete the Free Application for Federal Student Aid by the date requested by the College (currently March 1 of each year) and take any other steps necessary to become eligible for and/or receive available federal and state grants. (See the Admissions and Financial Aid Office for assistance with the necessary applications).

### **Other Information:**

All full-time students, except those with dependents who live with them, married students, or students who are at least 23 years of age on the first day of classes for a given semester, are expected to live on the McPherson College campus and participate in the College meal plan. As such tuition waivers are based on full-time students living in campus housing. Students that qualify for tuition waivers that choose to live off campus will receive a reduction in institutional awards consistent with the reduction applied to all other students.

The tuition awards apply to eligible persons, even if they have received a baccalaureate degree. Tuition awards apply to summer sessions and degree completion courses that are offered by McPherson College. However, the College reserves the right to cancel courses that do not have the necessary minimum number of paying students and courses offered by appointment are excluded from the tuition waiver benefit.

The tuition waiver award will be applied to a student's bill after all federal and state grants have been recognized and applied.

For purposes of recognizing the accomplishments of prospective students, the College may designate the Tuition Award as any applicable College awards (Brethren, Academic, Athletic, Fine Arts, etc.). Such designations are within the total amount of the eligible Tuition Waiver award.

Any exception to the above policy must be approved in writing by the President of the College. To be effective, copies of

any written approval from the President must be on file in the Business Office and the Financial Aid Office.

The tuition benefit does not apply to persons on the student payroll.

#### **Surviving Dependent Tuition Waiver:**

In the event of the death of an active employee of the College, the tuition waiver will be extended to the employee's surviving spouse and children subject to the conditions described in the Tuition Waiver Benefit Policy and the following conditions.

- The benefit will apply to surviving children until they reach the age of 24 years at which time the benefit expires.
- The benefit is also available to the surviving spouse for ten (10) years following the death of the employee of the college.
- This death benefit applies only to enrollment at McPherson College; it does not extend to other institutions participating in tuition exchange agreements.

*This policy was amended July 1, 2021.*

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## **5.17 Recognition of Staff with 25 years or more of College Service**

Staff members of McPherson College who have served in any capacity across campus and who have had at least 25 years of

employment with McPherson College would be eligible for specific benefits from the college after they leave or retire from the college.

Rationale: Many of our staff spend their life career dedicated to serving McPherson College. The college should recognize lifetime service to the institution in a similar way the college recognizes lifetime service in teaching.

Staff members with this honorary title would have similar benefits to Faculty Emeriti status.

Eligible employees should be nominated by the employee's supervisor or cabinet member and each case discussed through the Personnel Committee. Recommended employees are then forwarded to the college president from the Personnel Committee for approval.

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## **2.16 Travel and Training- Payment of Non-exempt Employees**

When non-exempt employees are required by the College to travel and/or attend training sessions or conferences for business-related purposes, they will be paid as outlined below and as required by the Fair Labor Standards Act. Non-exempt employees are eligible for overtime.

- I. Normal Commuting and Travel During Work Day:** A non-exempt employee's normal commute from home to work and from work to home is not compensable time. But as a general rule, once a non-exempt employee's regularly

scheduled work shift begins, time spent by the employee in travel as part of her/his activities on behalf of the College is compensable time.

## **II. Overnight Travel**

When a non-exempt employee is required to travel for College business, and that travel includes an overnight stay away from home, the employee will be paid per travel day for actual hours spent in travel, up to a maximum equal to the number of hours the employee would normally have been scheduled to work that day, as long as the travel occurs during what would normally be the employee's work hours (such as 8:00 a.m. – 5:00 p.m.). If a non-exempt employee is required to travel on a day he/she would normally not have worked (i.e., Saturday or Sunday), the individual will be paid for actual time spent traveling, up to a maximum equal to the number of hours the employee is normally scheduled to work each day, as long as the travel occurs during what would normally be the employee's work hours. In addition, all time spent performing authorized College-related work at the destination will be compensated based on actual hours worked.

Meal periods and sleeping time are excluded as paid time.

## **III. One-day Travel**

If a non-exempt employee is required to work away from the College for a day, and no overnight stay is involved, the employee will be paid for all hours spent in travel and at work at the destination. Meal periods are excluded as paid time.

## **IV. Driving**

Driving a vehicle, regardless of whether the travel takes place within or outside the normal work hours, counts as hours worked. In other words the act of driving is consider a compensable act which must be



counted as hours worked if it is for the benefit of the College.

#### **V. Attendance at Training Sessions or Conferences**

When a non-exempt employee attends a business-related training session or conference, the employee will be paid for the actual hours spent in training or attending work-related conference sessions. Meal time is normally not included as paid time; meal time is paid only if the meal is served at the employee's conference seat. Employees will not receive pay for optional training/conference events, such as receptions and social activities. Time spent in training is unpaid only if all of the following criteria are met:

1. The training session is held outside the employee's normal working hours.
2. Attendance at training is voluntary
3. The training session is not related to the employee's job.
4. The employee does not perform any College-related work during the training session.
5. For travel and training, the pay rate shall be the employee's normal hourly rate. Paid travel time and paid time spent at a training session/conference shall count as hours worked when calculating eligibility for overtime pay.

All business related travel and attendance at seminars/conferences must be approved in advance by the employee's supervisor.

Human resources is available to discuss any wage concerns including travel and training pay with any college employee.

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# 3.195 McPherson College Animals on Campus including Service and Emotional

See [ADM 227 – McPherson College Animals on Campus including Service and Emotional](#)

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## 5.03 Paid Vacation

All full-time and part-time staff of McPherson College are eligible for the paid vacation benefit as provided in this section. Date of eligibility and amount of vacation to which an employee is entitled depends upon the employee classification and length of service as follows:

All exempt employees begin accruing vacation time on the date of hire.

All non-exempt employees begin accruing vacation time after the 60 day introductory period. The vacation allowance for all non- administrative staff employees is determined by the length of credited service accumulated through July 1st of each year as shown below:

Year of Service Completed	Annual Vacation
0-4	10 days (accrues at .83 days per month)

<b>Year of Service Completed</b>	<b>Annual Vacation</b>
5-9	15 days (accrues at 1.25 days per month)
10+	20 days (accrues at 1.67 days per month)

Exempt staff are eligible for 20 days of vacation per year (15 days for 9 month contracts, 16.5 days for 10-month contracts, and 18 days for 11 month contracts).

All vacation allowance is credited to the employee on July 1st of each year. Vacation days must be taken during the twelve-month period ending June 30th, as vacation days may not be accumulated from one year to the next. When necessary for business operations, departments may specify certain periods during which no vacations shall be taken.

Exempt staff, who were reclassified to non-exempt due to the September 23, 2019 or the April 23, 2024 Department of Labor (DOL) OT regulations, will retain 20 days of vacation per year for 12 month positions, 18 days for 11 month positions, 16.5 for 10 month positions and 15 days for 9 month positions.

Exempt staff members record vacation hours if they are off work *more* than four (4) hours on any given work day. For example, the exempt staff member who works four (4) hours but no more the rest of the work day does not need to record vacation time. However, the exempt employee who works three (3) hours, taking off the remainder of the day, records five (5) vacation hours for that day. The exempt staff member who takes off an entire work day records eight (8) hours of vacation.

Vacations are to be scheduled in advance and approved by the

department supervisor. If a paid holiday falls within a scheduled vacation period, the day will be treated as a holiday rather than vacation time. Employees do not have the option of receiving vacation pay in lieu of vacation time. As a vacation day is actually taken, an employee will receive their usual and customary wage for that day less usual and customary withholdings on their next regularly scheduled pay date.

If employment is terminated while an employee is on vacation, only the vacation days prior to the termination date shall be paid. If an employee leaves the College and has taken more vacation days than accrued, there will be a corresponding adjustment on the final paycheck. An employee's supervisor has approve how many days of vacation a staff member may use upon submitting a voluntary resignation. There is no expectation that the staff member utilize all of her/his annual unused vacation upon separating from the college. Unused vacation will not be paid upon termination, with or without cause, voluntary or involuntary..

Except for vacation days actually taken, vacation time shall never be deemed to have been vested for any employee or former employee for any reason and will not be cashed-out or rolled-over. This vacation benefit is a use-it-or-lose it benefit.

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## **5.035 Vacation Pool**

To assist college staff, who have endured a hardship, unused vacation hours/days may be donated by college staff towards a vacation pool, administered by the director of human resources. An employee may apply for paid time, either in hours or days, from the vacation pool to the director of human

resources. The staff members, who are appointed by the college president and serve on the college Personnel Committee, along with the employee's supervisor, may make the determination if the employee is eligible or not eligible. The director of human resources will notify the requesting employee.

The director of human resources shall make a request to college staff members for donations to the pool whenever an employee makes a request.

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## **3.19 Americans with Disabilities (ADA) Reasonable Accommodation Policy**

see [ADM 225 – Americans with Disabilities \(ADA\) Reasonable Accommodation Policy](#)

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## **3.18 Sexual Misconduct Policy and Complaint Resolution Procedures**

See ADM 150 – Sexual Misconduct Policy and Complaint Resolution Procedures

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# 1.01 Disclaimer

The Handbook has been prepared to answer some of the questions you may have concerning the College and its policies. Please read it carefully. The policies stated in this Handbook are subject to change at the sole discretion of the College. From time to time, you may receive updated information concerning changes in policy. Should you have any questions regarding any policies, please ask your supervisor or the human resource office for assistance.

The Handbook and its contents do not constitute an express or implied contract of employment. Unless otherwise provided in an express written contract, employment at the College is at will and may be terminated for any reason, with or without notice, by the College or by you, as an employee. Only the President of the College or his/her designee is authorized to bind the College to a written contract of employment.

In this Handbook, the College has endeavored to provide you with an overview of the policies and procedures that will promote positive employee relations and a productive workplace. Creating an atmosphere where all who come to the College are welcome to work, learn, and serve together requires all of us to demonstrate high levels of courtesy and respect for fellow staff members, faculty, students, community members, visitors, and friends of the College with whom we have contact on a daily basis. It is the expectation of the College that you kept apprised of the policies wherein by reviewing this handbook on the College intranet or inquiring to your supervisor or human resources.

This Handbook is designed to provide information that will make it easier to develop and maintain successful

relationships as a member of the McPherson College staff. It provides a general view of the College's employee benefits, your responsibilities as an employee, and work rules of the College. The Handbook should also help you answer the commonly asked questions about employment at the College. The College reserves the right to interpret, modify, or make exceptions to its policies and procedures at any time, and to terminate existing policies or add new ones as necessary. In the event there is an inconsistency between the handbook and a benefit that is regulated by federal or state laws, the applicable laws and regulations will have precedence. In some cases, such as insurance and retirement plans, benefits provided are governed by lengthy legal documents. Such documents are not included in the Handbook, but they are available upon request from the Human Resource office. In the event of any conflict between the Handbook and the Plan Documents, the Plan Documents control.

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## 1.02 Mission & History

### Mission Statement

McPherson College's mission is to develop whole persons through scholarship, participation, and service.

To accomplish our mission, McPherson College embraces the ideals of scholarship, participation, and service.

**Scholarship.** All absolute truth is God's Truth, and humankind must labor diligently in the pursuit of truth we can know; thus, McPherson College upholds the highest standards of academic excellence. Faculty strive to teach students to think critically and independently, to communicate clearly and effectively, to integrate knowledge across the disciplines,

and to assess the value conflicts in issues. This is done without coercion, letting the evidence lead the search, and with respect for the consciences and value differences of others.

**Participation.** Students apply knowledge, practice skills, and deepen and broaden their understanding of themselves and others through active participation in diverse learning experiences. A smaller community requires greater participation from its members. For these reasons, McPherson College is committed to being a small college and to encouraging student participation in a variety of activities.

**Service.** God's love is personified in the life of Jesus, who came to serve the world. Through works of peacemaking and compassion, humanity responds to God's love and becomes an instrument of God's servanthood in the world. Therefore, McPherson College emphasizes service to others, encouraging all members of its community to give selflessly of themselves to others.

## **History**

Chartered in 1887 by leaders of the Church of the Brethren, McPherson College has a 116-year history of providing excellent liberal arts and career-oriented education shaped by the essential values of its founding denomination. The Church of the Brethren is a Christian denomination founded in Germany in 1708. It accepts the New Testament as the rule of faith and emphasizes the inherent value of all persons, the communal discernment of truth, the necessity of putting faith into action, and the biblical calls to simplicity, nonviolence, nonconformity and transformation through education. Brethren strive to "continue the work of Jesus – peacefully...simply...together"

McPherson College's programs integrate career guidance and practical experiences into a traditional liberal arts



curriculum that upholds the highest standards of academic excellence. Our goal is to help students discern a vocational call consistent with their gifts and interests and to prepare them for a life of meaningful work.

Community is central to McPherson College. We affirm diversity within the community, emphasizing unity and acceptance rather than judgment and rejection. Because we believe that the pursuit of truth is a collective endeavor, and that the point of scholarly learning is to advance the common good, McPherson College aspires to be a healthy community of learning where whole persons nurture and balance their physical, intellectual, and spiritual components; develop and live in respectful, reciprocal relationships with others; and are committed to responsible service to the world.

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## **1.03      McPherson      College Nondiscrimination/Equal Employment                      Opportunity Statement**

See [ADM 170 McPherson College Nondiscrimination/Equal Employment Opportunity Statement](#)

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# 1.04 Employment At Will

The Handbook and its contents do not constitute an express or implied contract of employment. Unless otherwise provided in an express written contract, employment at the College is at will and may be terminated for any reason, with or without notice, by the College or by you, as an employee. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of McPherson College employees. Additionally, any employee who does not report to duty for three or more consecutive work days will be considered to have voluntarily resigned from said position.

Any employee who terminates her/his employment with the college loses all vested rights for any term or condition of employment and is considered to be new employee if rehired to the college.

Only the President of the College or his/her designee is authorized to bind the College to a written contract of employment.

McPherson College has certain standards of conduct and performance; therefore poor performance or misconduct may result in discipline up to and including termination. This does not constitute a change in the employee-at-will status.

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## 2.01 Personnel Files

The College maintains confidential personnel files on each employee in the Human Resources office.

To ensure personnel files are up-to-date employees are requested to notify the Human Resources office of any change in the following information:

- Name
- Address
- Telephone number
- Emergency contact
- Marital status (for college benefits changes)
- Number of dependents (for college benefits changes)
- Beneficiary designation
- Professional or scholastic achievements

Employees may review their file by contacting the Human Resources office. Except where required by law, information contained in an employee's personnel file will not be released to external sources unless clear, written permission to release specific information is obtained from the employee.

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## 2.02 Introductory Period

There is an introductory period of 60 days for all newly hired non-exempt employees. This introductory period is for the benefit of both the new employee and the College and is intended as an opportunity for the College to evaluate the new employee and for the employee to evaluate his/her new working environment. Upon completion of the introductory period employee and supervisor will conduct a joint evaluation.

The supervisor is to notify the Human Resources office that the introductory period is complete. Benefits will commence based on the appropriate eligibility period and vacation and sick day accruals will be credited from the initial date of employment.

McPherson College is an at-will-employer. Therefore at any time during the introductory period or after completion of the introductory period the College or employee can terminate employment at any time and for any reason.

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## **2.03 Workplace Attendance and Schedule**

The regular work week is Wednesday through Tuesday, 8:00 am to 5:00 pm, except for weekends, with lunch from 12:00 pm to 1:00 pm. Offices and individual staff schedules may vary according to the requirements of the work assignment. Approved alternative work schedules may also be utilized in departments.

Attendance is considered an essential function for all staff members unless an exception to the attendance policy is specifically noted on the staff's job description or the supervisor has otherwise approved an alternate attendance schedule. Human Resources should be notified of any exceptions or alternative attendance schedules.

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## 2.04 Time Records

It is McPherson College's policy to comply with applicable laws requiring records to be maintained of the hours employees work. Non-exempt employees are required to accurately record their work hours and leave time taken on the appropriate time record forms. The time record form must be completed and signed by the employee. The employee's supervisor will sign the form and forward it to the college Business Office for payroll processing.

The following time record procedures are in effect for non-exempt personnel:

- The "work week" shall be defined as Wednesday through Tuesday.
- Time sheets are due to the Business Office on the 21st day of the month (or if the 21st day falls on a weekend or holiday, on the next workday following the 21st).
- The Business Office will distribute time record forms monthly.
- Any days worked during the first week of a pay period, but recorded in the previous pay period will be taken into account to determine overtime pay.
- If a non-exempt employee works more than 40 hours in a work week, such excess hours shall be paid at 1  $\frac{1}{2}$  times the employee's regular rate of pay. Hours taken as paid time off (vacation, sick, personal, funeral, or holiday leave) do not count toward the 40-hour overtime threshold.

Exempt staff members are expected to record their time away from work appropriately and to submit their timesheets to the appropriate manager or vice president immediately following the end of each month. Any vacation, sick leave, or holiday time taken during the month should be accurately recorded on the monthly time record form and submitted to the Business

Office.

Hours worked and leave time taken must be recorded accurately, and falsification of a time record is grounds for disciplinary action, up to and including termination.

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## 2.05 Breaks

Employees may take a 15-minute break in the morning and afternoon. Employees may choose to take one 30-minute break per day with the approval of their supervisor.

Breaks should be staggered among employees in the work area to ensure departmental coverage. Breaks may not be accumulated or used to shorten the beginning or ending of the workday.

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## 2.06 Overtime

The Fair Labor Standards Act of 1938 and applicable state labor law governs the payment of overtime wages. McPherson College's policies mirror the requirements of these laws.

### **Exempt Employees**

Exempt employees do not receive overtime pay.

### **Non-Exempt Employees**

Non-exempt employees are paid the regular hourly rate for the first 40 regular hours in a work week. Overtime is paid at 1  $\frac{1}{2}$  times the regular hourly rate for hours worked in excess of 40 regular hours per week. The law requires that only hours

worked count toward overtime. Therefore, paid time off (vacation, sick, personal, funeral, and holiday leave) is not considered time worked when determining eligibility for overtime compensation.

Time required after regular work hours responding to phone calls, texts or email will be considered compensable time. Compensable time is based on 15 minute increment.

The “work week” shall be defined as Wednesday through Tuesday.

### **Approval**

Overtime will be pre-approved by the requesting employee’s supervisor, who, in turn, will complete the Overtime Authorization Form (OAF) and seek the designated approvals.

Human resources is available to discuss any wage concerns including overtime with any college employee.

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## **2.07 On-Call**

On-call time is defined as non-duty hours when a non-exempt employee is required to remain in telephone contact with a central point in order to respond to emergency calls.

Non-exempt employees working on-call time are compensated:

- At the rate of \$.50 per hour.

If the employee is called in to work, the employee will be compensated for the actual hours worked at  $1\frac{1}{2}$  times their regular hourly rate. On-call hours are not considered when determining hours worked for overtime purposes.

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## 2.08 Safe Harbor

McPherson College complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). The College prohibits any improper deductions from the salaries of exempt employees. Exempt employees are those employed in a bona fide executive, administrative, or professional capacity and who are exempt from the FLSA's overtime pay requirements.

### **Permitted Deductions**

There are certain circumstances where deductions from the salaries of exempt employees are permissible. Such circumstances include:

- An exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- An exempt employee is absent from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- To offset amounts employees receive as jury or witness fees, or for military pay; or
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may



be made.

### **What To Do If An Improper Deduction Occurs**

If you are an exempt employee and you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, or to the Human Resources department.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

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## **2.09 Attending Classes**

Employees who wish to attend classes during their scheduled workday:

- The immediate supervisor of the employee approves release time to attend a course. Changes in work schedules to accommodate class schedules must not interfere with the productivity or work quality of the employee's office or with the ability of the office to accomplish its mission in an appropriate manner.
- The employee shall not be paid for any working hours spent attending the course, but if it is practical may be granted the opportunity by the supervisor to make up the lost work time during the same week.
- The employee may use vacation time to receive pay while absent from work attending a course.
- Full-time staff may take up to six semester hours of class during a term.

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## 2.10 Paycheck Procedure

### Frequency

All College employees are paid once a month on the last work day of the month. If a scheduled payday falls on a holiday, employees will be paid on the work day preceding the holiday. Pay checks or pay stubs are distributed through campus mail, unless the employee has made prior arrangements.

### Deductions

All required deductions, such as those for federal and state taxes, and all authorized voluntary deductions such as health insurance premiums, donations, 403(b) contributions, etc., shall be withheld automatically from the employee's paychecks.

It is recommended that employees review their paycheck for compensation errors and proper withholdings. If you find a mistake, you should report it to the Business Office.

### Direct Deposit

Direct deposit allows the employee's paycheck to be electronically deposited directly into a checking and/or savings account at the financial institution of their choosing. Direct deposit enrollment is encouraged to ensure payroll funds are received on the final working day of the month regardless of the employee being absent from campus due to holidays, paid time off, or business related trips.

When an employee begins direct deposit, the first check will be a paper check. All subsequent payrolls will be check-less and a statement of the direct deposit will be provided to the employee detailing all deduction information.

To enroll in direct deposit the employee must complete a direct deposit authorization that may be obtained from the Business Office.

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## **2.11 Expense Reimbursement**

See [ADM 230 – Expenses & Expense Reimbursement](#)

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## **2.12 Staff Performance Evaluation Process**

The primary purpose of the staff performance evaluation process is to enhance communication related to job performance and mutual expectations.

Supervisors have two options for evaluating staff performance. Both of the options are included in the staff performance evaluation process and the process is ongoing and continuous.

One option is that a supervisor conduct a one-on-one performance evaluation meeting to review performance, discuss strengths, objectives, and specific goals to be accomplished throughout the upcoming year, and identify areas of job performance that need improvement. Supervisors will complete a performance evaluation form and could do this as often as one time per year. When used, forms will be submitted to the Human Resources office. Employees are encouraged to participate in the performance evaluation discussion and make

comments during the performance evaluation.

The second option is for a supervisor to conduct ongoing coaching throughout the year. Coaching could occur weekly, monthly or at the discretion of the supervisor. Employees are encouraged to participate in the coaching.

Supervisors are responsible to inform Human Resources which option they will utilize if they choose to utilize a formal evaluation process.

A staff performance evaluation tool, a performance coaching worksheet and a performance coaching worksheet example are available on the college intranet in the HR forms site.

Resources are available in your Human Resources office to assist you with either one of the evaluation processes.

April 15, 2018

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## **2.13 Background Checks**

McPherson College is committed to providing a safe working and learning environment for its employees, students, and visitors. It also seeks to protect its assets, preserve its reputation, and comply with laws, and regulations. Therefore, criminal background checks will be conducted for all new hires of faculty, staff , any other hire such as independent contractors and volunteers at the discretion of the College. Degree verification and credit checks will be conducted where applicable.

McPherson College will consider the seriousness and extensiveness of adverse information in making a determination of eligibility for employment. Job applicants and/or current

employees, independent contractors, and volunteers, who are subject to background checks, will be given the opportunity to explain discrepancies or the information on a case-by-case analysis and determination will be made by Human Resources if it relates to the position as recommended by the EEOC.

Any material misrepresentation on the job application either by omission or falsification of information may be grounds for denial of employment, withdrawal of an employment offer, or dismissal of an employee. All background check information will be kept confidential and housed in confidential personnel file.

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## **2.14 Military Recruiters**

See [ADM 240 – Military Recruiters](#)

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## **2.15 References**

Prospective employers, banks, and credit agencies may contact the Human Resource office for references and/or verifications. No employee (other than the human resource representative or its designee) may provide any information regarding current or former employees to any non-employee. McPherson College may provide dates of employment, position title, and confirm salary information with a clear, written permission to release specific information obtained from the employee. It is the policy of the College to give only truthful, job related information.

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## 3.01 Code of Conduct

### **Introduction & Purpose**

In the pursuit of their professional activities, McPherson College employees shall take into account not merely the scientific, technical, and economic considerations, but also the social, environmental, and ethical implications of their work.

The Code of Conduct identifies principles, policies, and laws that govern the activities of the college and to which are employees and others who represent the college must adhere. The Code provides guidance for professional conduct. The success and reputation of the college in fulfilling its mission depends on the ethical behavior, honesty, integrity, and good judgment of each member of the community.

### **Accuracy of Records & Reporting**

The records data and information owned, used, and managed by the college must be accurate and complete. The accuracy and reliability of financial reports is of vital importance to the business operations of the college. Therefore, all employees must record, allocate, and charge costs accurately and maintain supporting documentation as required by established policies and procedures.

### **Antitrust**

McPherson College Employees shall not improperly collude with other entities (e.g. higher education institutions) in matters affecting the financial or administrative decisions of the College.

## **Confidential Information**

McPherson College Employees shall protect against unauthorized access to and improper disclosure or use of private or personal information relating to students, employees, applicants, or any third party information in possession of the College. This responsibility extends to protecting against unauthorized access to and improper disclosure or use of financial information, intellectual property, or future planning information resulting from employment with the College. See the Confidential Information policy.

## **Conflict of Interest**

McPherson College employees should strive to avoid the perception of or actual conflicts of interest that might compromise their integrity or objectivity. Conflicts, including those of financial, personal, or professional nature must be disclosed. Employees should strive to eliminate or manage such conflicts in an appropriate manner.

No employee shall solicit anything of value in return for influencing or exercising his or her discretion in a particular way on a College matter. Employees shall not accept any material gift, gratuity, or other payment, in cash or in kind from a vendor currently conducting business with the College or seeking to do so. Employees may not solicit or receive discounts or rebates on good and services offered to them in their private capacity by vendors to the College that exceed those generally available to other customers. Exceptions to this general provision include unsolicited gifts of a nominal value given at holidays, birthdays, weddings, and other commonly recognized social occasions.

## **Compliance with Contractual & Grant Obligations**

McPherson College Employees requesting funding from government agencies, corporations, foundations, and other granting organizations have an affirmative obligation to make full,

accurate, and honest representations concerning all relevant information submitted to or requested by the granting organization. Accurate and complete records, including supporting documentation as required by the granting organization, of the uses to which grant funds are put must be maintained.

### **Compliance with Laws & Regulations**

McPherson College Employees must transact college business in compliance with federal, state, and local laws and regulations related to their positions and areas of responsibility. All employees should recognize that noncompliance may have adverse financial and other consequences for them and for the college.

### **Drug & Alcohol Free Workplace**

The college is committed to providing a healthy and productive work environment for all members of the community

### **General Principles of Ethical Conduct**

McPherson College Employees shall pursue the College's objectives in ways that are consistent with the College's mission. McPherson College Employees shall conduct themselves ethically, honestly, and with integrity in all situations. When in doubt about the propriety of a proposed course of action, they should seek counsel from colleagues, supervisors, or administrators who can assist in determining the right and appropriate course of conduct.

McPherson College Employees shall respect and defend human rights, and shall actively take part in the working community. McPherson College Employees shall encourage fair and equitable treatment of all employees.

### **Information Technology**

McPherson College provides computer resources, including office computers, individual computer accounts, electronic



mail, and remote access to administrative information systems, to employees for their use while engaged in college business. The college has established policies for the use of these resources and expects employees to be familiar with and abide by them.

### **Safety in the Workplace**

McPherson College Employees shall be mindful of, and shall exercise reasonable care not to endanger, public health and safety.

### **Use of College Resources**

McPherson College resources must be reserved for business purposes on behalf of the College. College Employees have an obligation to manage the institution's resources prudently. Employees are responsible for safeguarding the tangible and intangible assets of the College that are under their control. College resources may not be converted to personal use, either for oneself or another person.

### **Obligation to Report Suspected Violations**

McPherson College employees are strongly encouraged to report suspected violations of these standards, of laws and regulations, or of related college policies or procedures to their supervisor, department chair, Vice President for Academic Affairs, Vice President for Finance, or the Human Resource office, depending upon the nature of the violation. A supervisor or department chair to whom a report of a violation is made is obligated to follow up the report with the appropriate administrative authority. In investigating claims of inappropriate activities, care will be taken to maintain confidentiality. McPherson College will protect from retaliation anyone who makes a good faith effort to appropriately disclose perceived wrongdoing.

### **Consequences of Violation**

Material violations of this Code, of federal, state, or local laws and regulations, or of related college policies and procedures may carry disciplinary consequences up to and including termination.

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## **3.02 Policy Against Discrimination, Harassment, and Retaliation and Complaint Procedure**

See [ADM 180 – McPherson College Policy Against Discrimination, Harassment, and Retaliation and Complaint Procedure](#)

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## **3.03 Mandatory Reporting of Child Abuse and Neglect Policy**

See [ADM 185 – McPherson College Mandatory Reporting of Child Abuse and Neglect Policy](#)

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## **3.04 Drug & Alcohol Free Workplace**

See [ADM 195 McPherson College Drug and Alcohol Free Workplace Policy](#)

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## **3.05 Workplace Violence**

See [ADM 210 – Workplace Violence](#)

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## **3.06 Conflict of Interest**

McPherson College employees are to avoid situations in which their judgment in making decisions or taking action on behalf of the College may be adversely affected by personal consideration or situations where their performance, loyalty, or stewardship to the College is compromised.

Conflicts of interest may arise, for example, through the ownership, direct or indirect, of a financial or other interest in an organization supplying goods or services to the College; the performance of services to other organizations which do business with the College; or the receipt or acceptance of benefits from any organization doing, or seeking to do business with the College. All employees are prohibited from using their employment position to gain favorable or preferential access to vendors, investment advisors, or

organizations for their own benefit.

All employees must immediately report to the Vice President for Finance any substantive relationships

(a) they or members of their family maintain with organizations that do business with the College, or

(b) that potentially could be construed to affect their independent, unbiased judgment in light of their decision making authority and responsibility. If an employee is uncertain whether to acknowledge a particular relationship, the Vice President for Finance should be consulted. All conflict of interest disclosures will be reviewed by the Vice President for Finance.

The following definitions are provided to help employees decide whether a relationship should be disclosed:

**Business Relationship:** One in which an employee or his or her family as defined below serves as an officer, director, employee, partner, trustee, or controlling stockholder of an organization that does substantial business with McPherson College.

**Family Member:** A spouse, parent, sibling, child, or any other relative if the latter resides in the same household as the employee.

**Substantial Benefit:** When an employee, or a member of the family (a) is the actual or beneficial owner of more than 5% of the voting stock or controlling interest of an organization that does substantial business with the College or (b) has other direct or indirect dealing with such an organization from which the employee or member of the family benefits directly, indirectly, or potentially from cash or property.

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## 3.07 Confidential Information

The College is committed to protecting the privacy of its students, alumni, parents, faculty, and staff. It is the policy of the College to ensure that the operations, activities, and business affairs of the College be kept confidential to the greatest possible extent. If, during the course of their employment, employees acquire confidential or proprietary information about the College and its students, faculty, staff, alumni, donors and vendors, such information is to be handled in the strictest confidence. We expect all users to meet the highest standards of ethics and responsibility.

Employees must adhere to all applicable laws such as the Gramm-Leach-Bliley Act (GLBA), the Family Educational Rights and Privacy Act of 1974 as amended (FERPA), and the Health Insurance Portability and Accountability Act (HIPPA) in addition to other federal and state laws. These laws pertain to the security and privacy of all non-public information including student information, employee information, and general College information whether it is in hard copy or electronic form.

Any willful or intentional disclosure of confidential information to unauthorized persons will be considered a sufficient cause for discipline including possible termination of employment.

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## 3.08 Information Technology

See [ADM 280 – Information Technology Usage](#)

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## 3.09 Smoking & Tobacco

McPherson College seeks to provide a safe and healthy environment for everyone on campus. Research has shown that smoking and breathing second-hand smoke present health risks and are even debilitating to some individuals. In an effort to maintain the well being of the campus community, the College places the following restrictions on tobacco use:

Smoking, the burning of any type of pipe, cigar, cigarette, or similar product, and chewing tobacco is prohibited in all campus buildings, as well as in all vehicles rented by the College.

Smoking, the burning of any type of pipe, cigar, cigarette, or similar product, and chewing tobacco is prohibited at outdoor athletic facilities.

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## 3.10 Solicitation & Distribution

In the interest of maintaining a proper business and educational environment and preventing interference with work, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during work time. Employees who are not on work time (e.g. lunch breaks) may not solicit employees who are on work time for any cause or distribute literature of any kind to them.

Non-employees are prohibited from distributing material or soliciting employees on College premises at any time.

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## **3.11 Health & Safety**

The College is committed to providing a safe and healthful working environment. Therefore, the College makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

In the event of an emergency on campus the emergency phone number is 911. If using a campus phone dial 9+911. The employee's supervisor should be contacted immediately in the event of a work related accident or illness and will assist employees in completing an Accident Report.

The College's health policy is aimed at minimizing the exposure of our employees, customers, and other visitors to our facilities to health or safety risks. To accomplish this objective, all College employees are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

**The responsibilities of all employees of the College in this regard include:**

- Exercising maximum care and good judgment at all times to prevent accidents and injuries;
- Reporting to supervisors and seeking first aid for all injuries, regardless of how minor;
- Reporting unsafe conditions, equipment, or practices to

- supervisory personnel;
  - Using safety equipment provided by the College at all times;
  - Observing conscientiously all safety rules and regulations at all times;
  - Notifying their supervisors, before the beginning of the workday, of any medication they are taking that may cause drowsiness or other side effects that could lead to injury to them and their coworkers.
  - In appropriate circumstances, attending College sponsored safety classes.
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## **3.12 Blood-borne Pathogen**

In accordance with the OSHA Blood-borne Pathogens standard, 29 CFR 1910.1030 (the “standard”), the following plan has been developed and adopted by McPherson College.

This plan has been created to give quick and easy guidance to McPherson College employees and supervisory personnel. In the event that this Plan fails to address, or is in conflict with, any portion of 29 C.F.R. 1910.1030, as it now exists or may hereafter be amended, or any other regulations or law, the provisions of such regulation or law shall control. Supervisory personnel shall be familiar with the contents of 29 C.F.R. 1910.1030 and shall be guided by them. The College shall comply with all applicable statutes and regulations, including without limitation 29 C.F.R. 1910.1030. A copy of 29 C.F.R. 1910.1039 shall be provided without charge to any employee upon request. Supervisors shall be familiar with this regulation’s contents.



## **Purpose**

This plan's purpose is to eliminate and/or minimize employee occupational exposure to blood and other potentially infectious body fluids, and to state a plan of action for response to any occupational exposure that may occur.

## **Exposure Determination**

OSHA requires employers to perform an exposure determination in order to learn which employees may be at risk to suffer occupational exposure to human blood or other potentially infectious materials. Occupational exposure is a reasonably anticipated skin, eye, mucous membrane, or parenteral (puncture or cut) contact with blood or other potential infectious materials that may result from the performance of the employees duties. The likelihood of occupational exposure of an employee in a given job is to be determined without regard to whether or not personal protective equipment used.

McPherson College has performed an exposure determination to learn which employees may be at risk to incur occupational exposure to human blood, human body fluids, or other infectious materials. The following employees have been determined to be in this category:

1. Designated first aid providers
2. Coaching Staff and Athletic Trainers
3. Departmental Lab Professors (Chemistry, Biology, Art, Auto-Restoration, Technology, and Theatre)
4. All Plant Operations personnel

## **Implementation Schedule and Methodology:**

OSHA also requires that this plan include a schedule and method of implementation for the various requirements of the standard. The following addresses this requirement:

## **Compliance Methods**

Employees at McPherson College that are at risk for occupational exposure to blood-borne pathogen in the work place (see jobs listed above) shall be subject to the following standards:

Universal precautions will be observed at McPherson College in order to prevent contact with human blood and other potentially infectious materials. This means that employees must treat all human blood and other potential infectious materials as if they are known to be contagious, and must use personal protective equipment (PPE) in all situations in which such materials are present.

Engineering and work practice controls will be utilized to eliminate or minimize exposure of employees at McPherson College to potentially infectious materials. Where occupational exposure remains a danger after institution of these controls, personal protective equipment shall also be utilized.

At McPherson College the following engineering controls will be utilized:

1. All sharps (objects that could cut or puncture skin or membranes) will be placed in the specified container for sharp. These containers will be examined and maintained or replaced on a regular schedule. Reusable sharps that are contaminated with human blood or other potentially infectious materials (contaminated sharps) shall not be stored or processed in a manner that requires employees to reach by hand into the containers where these sharps have been placed.
2. Broken glassware that may be contaminated with human blood or other potentially infectious materials shall not be picked up directly with the hand. It shall be removed using mechanical means, such as a brush and

dustpan, tongs, or forceps and placed in the specified container for sharps. Receptacles for broken glass shall be brought to the contaminated area to eliminate transporting of broken glass outside such receptacles.

3. All contaminated materials will be placed in bags or containers that have the universal biohazard symbol placed on them or that are the color red.
4. In order to avoid being injured by sharps, custodians will pick up plastic waste sacks only by the top.
5. All spills of blood and other potentially infectious material will be cleaned up/decontaminated immediately using a disinfecting bleach solution (described below) or an EPA approved germicide. Those cleaning up spills shall use universal precautions and personal protective equipment.

## **Labels and Signs**

McPherson College will ensure that biohazard labels are affixed to containers used to store, transport, or ship potentially infectious materials. The universal biohazard symbol shall be used. The label shall be fluorescent orange, orange-red, or red. Labels shall be affixed so as to prevent accidental removal. In lieu of biohazard labels, red bags or red containers may be used.

## **Personal Protective Equipment (PPE)**

The College administration shall insure the following standards are met:

1. All personal protective equipment will be provided without cost to the employee.
2. Personal protective equipment shall be chosen based on anticipated exposure to blood or other potentially infectious material, and placed in the appropriate locations where anticipated risk of occupational exposure is high

3. One time use gloves will be provided at first aid stations in appropriate sizes and must be used when the employee is rendering first aid or is in contact with blood, body fluids, or other infectious materials.
4. Face shields and/or goggles will be provided at each location in which employees at high risk of exposure work (i. those employees listed under Exposure Determination).
5. Readily accessible hand washing facilities will be available to all employee
6. Restrooms shall be equipped with an adequate supply of hot and cold running water and single- use towel After a restroom is used for cleanup of blood or other potentially infectious materials (whether after an injury or otherwise) all exposed surfaces shall be immediately decontaminated.

In the event of an exposure to blood or other potentially infectious materials the employee will wash the affected skin with soap and running water. If eyes or mucous membranes are affected, the employee shall flush with running water. The exposed employee will contact and inform his/her supervisor of the exposure as soon as possible, and in no event shall the employee leave work without reporting the incident (unless emergency medical treatment requires this.)

If human blood or other potentially infectious materials penetrate a garment, the garment shall be removed as soon as possible, preferably immediately. All personal protective equipment will be removed prior to leaving the work area.

If personal protective equipment is used, the person using the equipment will wash his/her hands and other potentially affected body areas with soap and water immediately following removal of the equipment.

All personal protective equipment will be cleaned, laundered, repaired, replaced, and/or disposed of by the College at no

cost to employees.

Disposable gloves used at McPherson College are not to be washed or decontaminated for re-use and are to be replaced as soon as practical when they become contaminated, torn, or punctured, or when their ability to function as a barrier is compromised. Utility gloves will be discarded if they are cracked, peeling, torn, or punctured, or exhibit other signs of deterioration, or when their ability to function as a barrier is otherwise compromised.

Gloves shall be worn where it is reasonably anticipated that employees will have hand contact with blood, other potentially infectious materials, non-intact skin, or mucous membranes. Gloves will be available in all first aid locations.

Masks in combination with eye protection devices, such as goggles or glasses with solid side shields, or chin length face shields, are required to be worn whenever splashes, spray, splatter, or droplets of blood or other potentially infectious materials may be generated and eye, nose, or mouth contamination there-from can reasonably be anticipated.

Other protective clothing is to be used when appropriate, such as lab coats, gowns, aprons, clinic jackets, or similar outer garments.

## **Decontamination**

All contaminated surfaces and/or work areas will be decontaminated (with a solution of one part chlorine bleach to 10 parts water) as soon as possible after completion of any emergency medical treatment if any spill of blood occurs, or whenever blood, body fluids, or potentially infectious materials have touched work surfaces or work areas. Decontamination will be accomplished using germicide (i.e. chlorine bleach solution described above) provided for this purpose at each location stated above. Any objects used to pick up contaminated materials will also be decontaminated

using the above procedure. As an alternative, decontamination may be accomplished by use of an IEPA-approved germicide in the correct strength and in the prescribed manner.

## **Regulated Waste Disposal**

All contaminated sharps shall be discarded as soon as possible in sharps containers that are located in the facility. Sharps containers are located in the nurse's office, all lab classrooms, the athletic training room, and in maintenance.

## **Needles**

Contaminated needles and other contaminated sharps will not be bent, recapped, removed, sheared or purposely broken. (OSHA allows an exception to this if the medical procedure performed requires that the contaminated needle be recapped or removed and no alternative is feasible. If such action is required, then the recapping or removal of the needle must be done by the use of a mechanical device or a one-handed technique.)

## **Containers for Reusable Sharps**

Sharps that are reusable are to be placed as soon as possible after use, preferably immediately, into appropriate containers for reusable sharps. At McPherson College such sharps containers are puncture resistant, are labeled with a conspicuous biohazard label or are the color red, and are leak proof.

## **Work Area Restrictions**

In work areas where there is a reasonable likelihood of exposure to blood or other potentially infectious materials, employees are not to eat, drink, apply cosmetics or lip balm, smoke, or handle contact lenses. Food and beverages are not to be kept in refrigerators, freezers, shelves, cabinets, or on counter tops or bench tops where blood or other potentially infectious materials are present or likely to be present.

## **Specimens**

Specimens of human blood or other potentially infectious materials will not be collected at McPherson College.

## **Laundry Procedures**

Laundry contaminated with blood or other potentially infectious materials will be handled as little as possible. Such laundry will be placed in appropriately marked bags that have a conspicuous universal biohazard warning label or are the color red, at the location where it was used. Such laundry will not be sorted or rinsed in the area of use.

All employees who handle contaminated laundry will utilize personal protective equipment to prevent contact with blood or other potentially infectious materials.

## **Hepatitis-B Vaccine**

Those employees at risk for occupational exposure to blood or other potentially infectious materials (those listed in Exposure Determination above) will be offered the Hepatitis-B vaccination series at no charge. If the U.S. Public Health Service later recommends booster doses, they will be offered at no charge as well.

Hepatitis B vaccination is a noninfectious yeast-based vaccine given in 3 injections in the arm. The second injection is given one month after the first, and the third injection is given six months after the initial dose. The vaccination is prepared from yeast cultures, rather than human blood or plasma. Thus, there is no risk of contamination from other blood-borne pathogens, nor is there any chance of developing hepatitis B from the vaccine. The vaccine does not harm those who are already immune or who may be hepatitis B carriers. It is not clear how long immunity lasts, so booster shots may be required.

Employees must sign a federally-approved declination form (as provided for by 29/C.F.R.1910.1030) if they are eligible for the vaccine, but choose not to receive it. At any time after declining the vaccine, the employee may opt to receive the vaccine at no cost. McPherson County Health Department will administer the vaccine.

### **Post Exposure and Follow-Up**

Following a report of an incident of on-the-job exposure to blood or other potentially infectious materials, McPherson College shall make immediately available to the exposed employee a confidential medical evaluation and follow up, including at least the following elements:

- a. Documentation of the route(s) of exposure, and the circumstances under which the exposure incident occurred.
- b. Identification and documentation of the source individual, unless McPherson College can establish that identification is infeasible or prohibited by state or local law.
- c. The source individual's blood shall be tested as soon as possible and after consent is obtained in order to determine HBV and HIV infectivity. If consent is not obtained McPherson College shall establish that the legally required consent cannot be obtained. When the source individual's consent is not required by law, the source individual's blood, if available, shall be tested and the results documented. To the extent permitted by law, results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual. If the source individual is already known to be infected with HBV or HIV, repeat testing is unnecessary.
- d. Collection and testing of blood for HBV and HIV



serological status will comply with the following standards:

- (1) the exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained.
  - (2) If the employee consents to baseline blood collection, but does not give consent at that time for HIV serologic testing, the sample shall be preserved for at least 90 days. If, within 90 days of the exposure incident, the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.
- e. Post-exposure prophylaxis, when medically indicated, as recommended by the U.S. Public Health Service.
  - f. Counseling, to the extent required by applicable statutes and regulations.
  - g. Evaluation of reported illnesses, to the extent required by applicable statutes and regulation

### **Information Provided to the Healthcare Professional**

McPherson College shall ensure that the healthcare professional responsible for the employee's Hepatitis B vaccination is provided with a copy of 29 C.F. R. 1910.1030 (as amended or superseded.)

McPherson College shall ensure that the healthcare professional evaluating the employee after an exposure is provided the following information:

- a. A description of the exposed employee's duties as they relate to the exposure incident.
- b. Documentation of the route(s) of exposure and circumstances under which exposure occurred
- c. Results of the source individual's blood testing, if available; and all medical records relevant to the appropriate treatment of the employee, including vaccination status, that are the employers responsibility to maintain.

- d. A copy of Federal Regulation 29 F.R. 1910.1030 concerning blood-borne pathogens.

### **Healthcare Professional's Written Opinion**

- a. McPherson College shall obtain and provide the exposed employee with a copy of the evaluating healthcare professional's written opinion within fifteen (15) days of the completion of the evaluation.
- b. The healthcare professional's written opinion for Hepatitis B vaccination shall be limited to whether Hepatitis B vaccination is indicated for an employee, and whether the employee has received such vaccination. The healthcare professional's written opinion for post-exposure evaluation and follow-up shall be limited to the following information:
  1. A statement that the employee has been informed of the results of the evaluation.
  2. A statement that the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials that require further evaluation or treatment.

All other findings or diagnoses shall remain confidential and shall not be included in the report.

### **Information and Training**

McPherson College will ensure that training is provided (a) at the time of initial assignment to employees who perform tasks in which occupational exposure may occur (those employees listed in Exposure Determination, above), (b) within ninety (90) days after the effective date of any new policy provisions or legal standards, and (c) at least every twelve (12) months thereafter. Training shall be tailored to the education, literary and language level of the employee, and offered during the employee's regular working hours. Training

shall be appropriate for the nature of the trainee's job and of the trainees possible exposure. The training will be interactive and will cover (but is not limited to) the following:

- a. An accessible copy of the regulatory text of the pertinent portions of the Code of Federal Regulations and an explanation of its conten
- b. A general discussion of the epidemiology and symptoms of blood-borne disease
- c. An explanation of the modes of transmission of blood-borne pathog
- d. An explanation of McPherson College Blood-borne Pathogen Exposure Control Plan, and a method for obtaining a copy.
- e. An explanation of how to recognize tasks and other activities that may involve the risk of exposur
- f. Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious material
- g. An explanation of the procedures to follow if an exposure incident occurs, including the method of reporting and medical follow-up that will be made availab
- h. Information on the evaluation and follow-up required of McPherson College after an employee exposure incid
- i. Explanations of required signs, labels, and color-coding system
- j. An opportunity for interactive questions and answers with the person conducting the training session.

The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training addresses.

Employees who have received training on blood-borne pathogens in the twelve months preceding the effective date of this

policy shall receive training in any provisions of the policy that were not covered.

Additional training shall be provided to employees when there are any changes of tasks or procedures affecting the employee's risk of exposure to infectious materials.

## **Medical Records**

McPherson College shall establish an accurate record for each employee with occupational exposure as required by 29 C.F.R. 1910.30 and/or other applicable statutes or regulations. These records shall be kept confidential, and will be maintained for at least the duration of employment plus thirty (30) years. The records shall include the following:

- a. The name and social security number of the employee.
- b. A copy of the employee's Hepatitis B vaccination status including the dates of all the Hepatitis B vaccinations and any medical records relative to the employee's ability to receive vaccination, as required by applicable federal regulations.
- c. A copy of all results of legally required examinations, medical testing, and follow-up procedures.
- d. McPherson College's copy of the healthcare professional's written opinion, as required under this policy.
- e. A copy of the information McPherson College provides to the health care professional in the event of an exposure, including without limitation a description of the employee's duties as they relate to the exposure incident and documentation of the routes of exposure and circumstances of the exposure.
- f. An explanation of the use and limitation of methods to prevent or reduce the risk of exposure, including appropriate engineering controls, work practices, and personal protective equipment.
- g. Information on the types, proper use, location, removal, handling, decontamination, and disposal of personal

protective equipm

- h. An explanation of the basis for selection of personal protective equipm
- i. Information on the Hepatitis B vaccination, including information on its efficacy, safety, and method of administration, the benefits of being vaccinated, and the fact that the vaccine and vaccination are offered free of charge.

### **Sharps Injury Log**

McPherson College shall establish an accurate record for each injury with occupational exposure involving a sharp as required by 29 C.F.R. 1910.30 and/or other applicable statutes or regulations. These records shall be kept confidential. The records shall include the following:

- a. Type and brand of device involved.
- b. Department or area of incident.
- c. Description of incident.

### **Training Records**

McPherson College is responsible for maintaining the training records of employees listed above under Exposure Determination.

Training records shall be maintained for three years from the date of training or such period of time as may be required by law. The following information shall be documented:

- a. The dates of the training sessions.
- b. The contents of a summary of the training session

The names and qualifications of persons conducting the training.

The names and job titles of all persons attending the training session.

## **Availability**

Employee training records required to be kept under this policy shall be provided upon request for examination and copying to the employee, to anyone having written consent of the employee, to the Director, and to the Assistant Secretary in accordance with 29 C.F.R. 1910.20 (as it now exists or may be hereafter amended or superseded.)

## **Transfer of Records**

McPherson College shall comply with the requirements involving transfer of records set forth in 29 C.F.R. 1910.20 (h) as it may hereafter be amended or superseded.

If McPherson College ceases to do business and there is no successor employer to receive and retain the records for the prescribed period, McPherson College shall notify the Director at least three (3) months prior to their disposal, and shall transmit them to the Director, if required by the Director, within that three (3) month period.

## **Evaluation and Review**

The Safety Committee is responsible for reviewing and updating this program and its effectiveness periodically, and whenever necessary to reflect new or modified tasks and procedures that affect occupational exposure or to reflect new or revised employee positions with the risk of occupational exposure.

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# **3.13 Nepotism**

Relationship by family or marriage shall constitute neither an advantage nor a disadvantage to employment by McPherson College, provided the individual meets and fulfills the

appropriate College employment standards. Without approval of the President, no individual shall have compensation approved by, or be assigned to a department under the direct supervision of, a relative as defined herein.

The College recognizes that there may be existing relationships that run contrary to this policy adopted on July 1, 1999. This policy is intended to prevent any new situations where relatives are employed in supervisory-subordinate relationships.

Under the above policy the following definitions are applicable:

A. **Relative** includes father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, grandparent-in-law, or domestic partner.

B. **Supervision** is generally defined as the authority to oversee the performance of another person's job duties. Supervision also includes the authority of an employee to schedule, assign, evaluate, commend, reward, promote, relieve, discipline, censure, demote, or remove another employee or substantially influence such actions for or against another employee.

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## 3.14 Employee Dress

# Guidelines

Administrative staff employees represent the College when performing their duties. Therefore, the College expects appropriate employee appearance in accordance with an employee's assigned duties and working conditions. The College does not maintain a list of prescribed rules or dress code. Rather, employees are expected to use good judgment and be responsive to the suggestions or direction of their supervisor. Departmental managers may establish additional guidelines as they deem appropriate.

Appropriate attire varies based on job duties. For example, employees in facilities management perform significant amounts of manual labor or cleaning. Their work environment often lacks climate control and involves dirt, grease, chemical solutions, and other items that may damage clothing. Therefore, apparel such as jeans, shorts, t-shirts, or sweatshirts are generally appropriate. Attire in this environment should also consider potential safety hazards. Office personnel generally work in climate controlled environments that are cleaned regularly. As part of their assigned duties they often meet with students, parents, and the public. Therefore, apparel for these positions should be business casual. Further guidance on appropriate attire may be sought from or given by an employee's supervisor.

Regardless of work assignment, all outer garments should fit properly and be maintained and laundered to provide a clean appearance.

For persons working in a business casual environment, the following examples may provide some guidance:

- Dress trousers with collared shirt, polo shirt, dress shirt and tie, or sweater
- Suit or sport coat



- Dress, skirt or dress trousers with polo, blouse, or sweater

Should a supervisor determine an employee's attire is inappropriate, the employee will be instructed to change their attire.

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## 3.15 Vehicle Operation

Licensed vehicles on campus are to be driven only on the streets and parked in areas designated for parking. Motor vehicle operators are to abide by traffic laws. Parking is available on College lots and surrounding streets.

All licensed vehicles owned or operated by students must be registered with the College. Registration occurs in the office of the Dean of Students and each registered vehicle will receive a sticker to be affixed to the windshield of the vehicle.

All vehicles are to be parked headed into the parking space.

Non-licensed, non-motorized vehicles (bikes, scooters, skateboards, etc.) may be used as transportation on campus. Please yield the right of way to pedestrians. Bike racks are located outside many buildings on campus. Bikes may be parked inside residence halls in designated bike storage areas or in a resident's room (provided the roommate concurs).

It is recommended that vehicles be locked at all times and that valuable items not be left in a visible location in a vehicle. It is also recommended that other forms of transportation (i.e. bikes) be locked when not in use.

Persons operating or parking a vehicle in a manner that

violates the above policies are subject to disciplinary action imposed by the McPherson Police and/or the College. Inappropriate use of vehicles could result in a police citation, towing of vehicles at the owner's expense, or other actions deemed appropriate by the City or the College.

### **Examples of illegal or inappropriate actions:**

The following examples are not an exhaustive list; they are a representative sample of actions that do not comply with City or College vehicle policies.

- Parking or leaving a running vehicle next to a curb that is painted yellow, for any period of time. This includes areas such as the circle drive outside Mohler, Sport Center, and Metzler. The specified areas are designated to be kept clear for emergency vehicle access.
- Parking in a handicapped spot, for any period of time, without having appropriate vehicle identification (license plate, window sticker, etc.).
- Parking vehicles on College lots that are not eligible to be there (non-licensed vehicles, non- operating vehicles, etc.)
- Parking licensed vehicles anywhere on campus, other than parking lots.
- Parking a vehicle inappropriately in a parking lot, in the triangle area at the end of a parking row, on a sidewalk, in an alley, or on a lawn. Prohibited examples include a car backed into a parking space or parked at the end of a row where there is no space available.
- Parking vehicles, such as bikes, inside campus buildings. Bikes can be parked in designated areas (if available); however parking in hallways or stairwells poses a danger to other people in the event of an emergency evacuation.
- Driving licensed vehicles on campus sidewalks or grassy areas.
- Riding bikes, skateboards, or scooters on raised

concrete areas such as Harnley Garden, the library steps, gazebo, or the brick seats around the circle drive.

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## **3.20 Grievance Policy**

### **I. Purpose**

This policy has been established to foster sound employee-employer relations through communication and reconciliation of certain work-related problems. The primary objective of the Grievance Procedure is to determine whether employees have been treated in accordance with College Staff policies and procedures.

### **II. Policy**

- A. The grievance process is only available to regular, full-time and part time non-exempt or hourly college employees, who have completed their initial probationary period with the College, and exempt employees.
- B. A College employee, whose grievance is related to or regarding an act of discrimination due to such grievant's race, creed, color, religion, national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, GINA (the Genetic Nondiscrimination Identification Act), sexual orientation, or any other characteristic protected by applicable federal, state, or local laws, will use the discrimination and harassment complaint procedure and not this Grievance Policy.
- C. This Grievance Policy will not be used to effect changes in Policies or Rules, such as hours of employment, rates of compensation or the content or merit of College

Staff, Faculty of Administrative Policies and Procedures. The process will not be utilized to investigate verbal counseling or written reprimands unless the grievance falls under Staff Policy 3.2 Discrimination and Harassment.

- D. If, after a grievance is filed, a lawsuit/complaint is filed with any board, agency or court concerning the same subject matter, the grievance process will stop unless the grievant has submitted written notification to the Director of Human Resources of his/her intent to withdraw the grievance.
- E. All records pertaining to specific grievances will be maintained by the office of Human Resources in separate files from the employee's personnel file.
- F. The decision to administratively suspend an employee, with or without pay, during an investigation is not subject to a grievance hearing.

### **III. Procedures**

- A. Before a formal written grievance is filed, an employee shall attempt to settle his/her dispute with his/her immediate supervisor in the employee's department. The employee is required to show that a reasonable effort was made to resolve any question or misunderstanding within the employee's department prior to filing a grievance.
- B. Mediation  
This assistance provides an opportunity for both parties to present points of view and work toward solutions that are mutually agreeable. Although mediators usually have a vested interest in arriving at a workable solution, the final agreement belongs to the parties. The role of the mediator is to help the parties reach an agreement that ultimately results in a healthy work environment for both parties. In general, the goal is a "win/win"

solution. Unless criminal or unethical issues are identified, the process is handled in a confidential manner. In some situations, however, the parties may request the final agreement be shared with other specific persons. Information learned or obtained in the mediation process is not admissible in the grievance process. Mediation agreements cannot bind the College.

- C. It is expected that each employee will make a good faith effort to resolve disagreements or conflicts prior to filing a grievance, by talking with his/her supervisor or by taking advantage of the mediation process. If an employee is unable to informally resolve his/her grievance with his/her immediate supervisor or co-worker or by participating in mediation, the employee shall obtain a statement of grievance. The grievant will be required to state the nature of the grievance, supported with specific facts, as well as what steps the employee has taken to resolve the grievance. The grievance statement should be presented to the employee's immediate supervisor within thirty (30) calendar days after an alleged grievable incident shall have occurred. The supervisor will acknowledge the receipt of the grievance statement by signing and dating the statement. A copy of the grievance shall then be forwarded by the department to the Director of Human Resources. The Director of Human Resources shall determine whether the issue(s) raised are subject to a grievance process. The Director of Human Resources may dismiss some or all of the issues or clarify the scope of any grievance. The decision to dismiss issue(s) is subject to appeal in writing within ten (10) business days of written notice to the College President. The President's decision shall be final.
- D. The supervisor or co-worker, in collaboration with the department head, shall respond to the grievant within ten (10) work days from dated receipt of the grievance from the employee and shall present a grievance response

to the employee with a copy forwarded to the Director of Human Resources.

- E. If the grievant is not satisfied with the response, he or she has the option of requesting a meeting with the Director of Human Resources. The grievant should make the request in writing to the Director of Human Resources within five (5) work days of the written response by the supervisor. The Director of Human Resources will then work with the grievant and the respondent towards an agreeable resolution of the complaint. For grievances related to termination, demotion or suspension without pay, the grievant may request a hearing with the College Personnel Committee. The request should be in writing to the Director of Human Resources within five (5) work days of the written response by the supervisor. No other grievances heard under this policy may be appealed to the Personnel Committee.
- F. The Personnel Committee will convene a hearing within seven (7) work days of receipt of the written request for a hearing to the Director of Human Resources unless a different hearing date is granted by the Chair of the Committee. Both the grievant and the respondent should be present for the hearing, along with other persons who, according to the grievant or the respondent can provide relevant information. Although the hearing is an internal matter, legal counsel for either (or both) party is allowed and a record kept by the Director of Human Resources. The College Personnel Committee is charged with providing a written summary of their findings within seven (7) work days of the conclusion of the hearing to the respondent, to the grievant, and to the Director of Human Resources.
- G. The decision of the College Personnel Committee shall be final unless overturned by the College President within fifteen (15) work days of the date of the College Personnel Committee's written summary. Grievances filed

against the College President shall have the decision of the College Personnel Committee overturned by the Chair, Board of Trustees, within fifteen (15) work days of the date of the College Personnel Committee's written summary.

- H. The College Personnel Committee is not a policy making body and may not challenge the legality of the College's Staff, Faculty or Administrative policies. The Committee must reach its decisions within the framework of the Policies existing at the time the case was initiated. The Committee is without the authority to award or recommend damages or compensation of any nature, except reinstating lost wages for an employee, who has been suspended without pay, demoted or terminated
  - I. The burden of proof rests upon the appealing employee, who must show that the evidence is clear and convincing. In an appeal to the College Personnel Committee, the question under consideration is whether the employee has been treated in accordance with College Staff policies and procedures. The Committee shall not consider unrelated matters.
  - J. Any College employee is prohibited from retaliating against a person filing a grievance, serving as a witness in a grievance investigation, or any person connected to a grievance investigation or resolution of a grievance.
  - K. Members of the College Personnel Committee – Staff members are appointed by the College President; faculty members are appointed by the Vice President for Academic Affairs.
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# 3.16 Resignation and Exit Interview

## **Purpose:**

McPherson College supports positive employment relationships and working environments. The exit interview is an important learning tool used to gather facts and information pertaining to the work experience. The exit interview provides the opportunity to gather data to improve working conditions, explain the separation process, answer questions the employee may have concerning the separation process, and ensure an organized process for non-returning employees to complete all College obligations.

## **Policy:**

McPherson College views an employee's resignation as a voluntary termination. Staff are encouraged to provide their supervisor, in writing, with at least two weeks' notice of intention to resign by submitting a written resignation notice. Any paid time days such as vacation or sick cannot be included in the notice period unless it is a college wide paid holiday.

Upon receipt of resignation an exit interview will be scheduled with human resources to discuss the employee's perceptions of the College as an employer, to determine the reasons for termination, to discuss COBRA health care continuation options, and to answer the non-returning employee's questions. All non-returning employees must return College owned property and assets provided to employees for utilization in the performance of their position.

## **Procedure:**

1. All non-returning employees must provide their immediate



supervisor a written statement outlining their intention regarding termination or vacating a position. The Human Resources department will notify Computer Services and Facility Managem

2. The supervisor is responsible for notifying the Human Resources department as soon as he/she is advised that an employee is leaving the employment of the Colleg The Human Resource department will begin a "Termination Checklist."
3. An exit interview questionnaire will be distributed to the terminating employee by the Human Resources department.
4. The Human Resources department will also schedule and conduct a meeting with the terminating employee to discuss the interview questionnaire, return College property, discuss COBRA health care continuation rights (where applicable), and complete the "termination checklist."

Items which must be accounted for include but are not limited to:

Keys

Credit Cards

ID Card

Books/Supplies

Equipment

Computer

Pager

A fee may be deducted from the employee's last payroll check in the event that College keys, credit cards, etc. are not returned if employee has signed the deduction understanding.

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## 3.17 Whistleblower

See [ADM 235 – Whistleblower](#)

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## 4.01 Leave of Absence

To accommodate employees requesting extended leave for a serious medical condition, the birth of a child, adoption, foster care placement, or caring for a spouse, parent or child with a serious medical condition the College offers:

- Use of Family and Medical Leave (refer to the Family and Medical Leave policy). During an employee absence under FMLA accrued vacation and sick time will be used before unpaid leave is applied.
- Extended leave beyond the scope of FMLA may be granted for up to six (6) months, but the determination of the extended leave will be granted at the College's sole discretion. If the employee is granted post-FMLA leave, the employee will not accrue vacation or sick leave benefits, but may elect to continue group insurance coverage by paying the full premium in advance of the first of the month for the next month's coverage by tendering a check payable to McPherson College.

Employees, who seek a leave of absence for military service or to care for a military service member, refer to McPherson College's Family and Medical Leave Act policy.

Employees, who seek a leave of absence for reasons outside the scope of FMLA, may request an unpaid leave of absence. The leave of absence could also be a paid leave of absence if said employee has available vacation and/sick to cover the time

requested. The hiring authority approves or disapproves the requested leave of absence based on business necessity.

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## **4.02 Family & Medical Leave Act**

### **I. Purpose**

The intent of this Policy is to allow employees to be absent from work in conformity with the Family and Medical Leave Act (FMLA) of 1993 as amended from time to time and all interpretations shall comply with that intent.

### **II. Policy**

#### **A. Eligibility and Reasons for Leave**

Employees who have worked for the College for at least twelve (12) months, over the last seven (7) years (need not be consecutive), and who have been employed for at least one thousand two hundred fifty (1,250) hours of service by the College during the previous twelve (12) months, are entitled to up to twelve (12) cumulative weeks of Family and Medical Leave (FML) per year (to be defined as a “rolling” 12-month period, except for covered service member leave which is for a single 12-month period) for any of the reasons listed below:

1. Child birth, pregnancy or prenatal medical care;
2. Placement of a child with the employee for adoption or foster care and in order to care for such child;
3. To care for a spouse, son, daughter or parent

with a serious health condition as described below;

4. When the employee's own serious health condition, as described below, makes the employee unable to perform the functions of his or her position (A serious health condition is defined by this policy in section IV. Definitions G);
5. For a qualifying exigency, and/or covered service member leave, as described below.

B. This policy covers illnesses or conditions of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, this refers to a chronic or long-term health condition that results in a period of more than three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity, and a second visit within thirty (30) days of the incapacity. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year. This policy also covers qualifying exigency leave for eligible employees with a spouse, son, daughter, or parent on covered active duty in the Armed Forces in a foreign country, or called to covered active duty status in the National Guard or Reserves deployed to a foreign country. Eligible employees may use their twelve (12) week leave entitlement to address certain qualifying exigencies.

C.

This policy also applies to qualifying military caregiver leave to care for a covered service member with an illness or injury incurred in or aggravated by the line of covered active duty. This leave may extend up to twenty-six (26) weeks in a single twelve (12) month period for an employee to care for a spouse, son,

daughter, parent, or next of kin who is a covered service member with a serious illness or injury. A covered service member is a current member of the Armed Forces or Veteran of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty that may render the service member medically unfit to perform his or her duties and is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or on the temporary disability retired list. A covered veteran is an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The Veteran's need for a caregiver includes medical treatment, recuperation or therapy for a serious injury or illness that occurred any time during the five years preceding the date of treatment, recuperation, or therapy.

#### D. Amount of Leave

An eligible employee can take up to twelve (12) weeks of Family Medical Leave ("FML") for the circumstances noted above in Item A. 1. through Item A. 4. To determine the amount of eligible hours available to the employee, a rolling 12-month calendar timeframe will be used. This calculation measures backwards from the date of the employee's requested start date for FML leave. An eligible employee can take up to twenty-six (26) weeks of FML for the circumstances noted in item A.5. for covered service member leave during a single 12-month period with the amount of remaining leave calculated from the date leave is first used. If a husband and wife both work for the College and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or care for a parent with a serious health condition, the husband and wife may only

take a combined total of twelve (12) weeks of leave. If the husband and wife both work for the College and each wishes to take leave to care for a covered injured or ill service member, a combined twenty-six (26) weeks of covered service member leave may be taken. FML eligible employees injured on the job receiving Workers' Compensation will have this leave time tracked and deducted from FML entitlement.

#### E. Types of Leave – Continuous, Intermittent or Reduced Work Schedules

Leave may be taken in consecutive weeks, intermittently (for example, taking a day periodically when needed over the year), or under certain circumstances, to reduce the workweek or workday, resulting in a reduced work hour schedule. In all cases, the leave may not exceed a total of twelve (12) work weeks (or twenty-six (26) work weeks to care for an injured or ill service member over a 12-month period). Leave taken for the birth or placement of a child for adoption or foster care must be taken consecutively unless otherwise authorized by the employee's department. Leave for prenatal medical appointments may be taken intermittently. When undergoing planned medical treatment, it is the employee's responsibility to coordinate the scheduling of such treatment with his/her immediate supervisor and the health care provider to minimize disruption to the College. When intermittent or reduced schedule leave is needed due to a foreseeable reason, The College may temporarily transfer an employee to an available alternative position if the alternative position would better accommodate the intermittent or reduced schedule. The alternative position will be equivalent in pay and benefits.

#### F. Use of Paid and Unpaid Leave:

1. Eligible accrued sick leave, vacation or compensatory time shall be utilized first. If an employee has less than twelve (12) weeks of

eligible accrued paid leave, the balance of the leave shall be taken as unpaid leave. An eligible employee will utilize sick leave, then vacation, then unused and available paid holiday such as annual birthday and then shall remain in an unpaid status for the remainder of the leave. An employee on FML may work a second job as long as the employee meets the FML standard for leave from The College.

2. Birth, placement of a child for adoption or foster care. No permanent full time or permanent part time employee shall be compelled, coerced or ordered to begin leave at any time during the period of pregnancy, unless unable to perform the essential functions of the job. Entitlement to leave for this purpose expires twelve (12) months after the birth or placement of the child.

3. FML running concurrently with worker's compensation.

When FML is used concurrently with worker's compensation, employees may supplement worker's compensation wages with sick leave, vacation or compensatory time, but are not required to do so. The employee is responsible for notifying Human Resources if they would like to supplement worker's compensation wages with sick leave, vacation, or compensatory time. The amount of sick or vacation pay used shall be the amount necessary to maintain the employee's approximate regular net payment.

#### G. Designation of Leave

Paid leave may be retroactively designated as FML by either the employee or the College if circumstances are such that the leave is unexpected or because the employee is on sick or vacation leave for an FMLA purpose and has not advised the College of said purpose. However, in no event may leave be so designated after

the leave has ended, except as provided by law. The College has designated Workers' Compensation absences as FML hours.

#### H. Abuse

If the College finds intentional misuse of FML, employment may be terminated.

### **III. Procedures**

**Below is a summary of the basic FML procedures. This section is not an exhaustive list of all FML policy procedures.**

- A. When an employee has a foreseeable need for FML, the employee must complete the Family Medical Leave Request for Leave Form. An employee may obtain, complete, and submit this form from/to the College Human Resources. If an unforeseeable need arises the employee may verbally notify Human Resources of the request and Human Resources will provide a paper copy of the request to the employee or employee designee for completion. When the need is foreseeable, the completed form must be submitted to Human Resources at least thirty (30) days prior to the commencement of the leave. If, due to unforeseeable circumstances, it is impossible to give a full thirty (30) days notice, as much advance notice as possible is still required. Failure to comply with the above notice requirements may delay the onset of an employee's FML leave for a period of up to thirty (30) days. Human Resources will provide a written Notice of Eligibility and Rights & Responsibilities Form to the employee within five (5) business days when either 1) the Family Medical Leave Request for Leave Form is received, 2) a verbal request for FML is made by the employee, or 3) the Department acquires sufficient knowledge that an employee's absences may be for an FML qualifying reason. In cases such as those highlighted under item 3) above the department should notify HR within twenty-four (24) hours.



B. It is the employee's responsibility to provide the appropriate Certification Form within fifteen (15) calendar days of receipt of the Notice of Eligibility and Rights & Responsibilities Form. The Certification of Health Care Provider Form is not required for the placement of a child for adoption or foster care; however documentation for the event will be required. The Certification Forms, provided with the Notice of Eligibility and Rights & Responsibilities Form, are also available from the College Human Resources. Failure to provide a completed Certification Form within the required time period may delay the onset of FML leave or result in a denial of FML. Human Resources will notify the Department and employee whether the leave has been approved or denied with a Designation Notice form within five (5) business days of receiving sufficient information to make the FML determination. Employees may authorize a Human Resources representative to contact their health care provider to authenticate and clarify any information provided in the Certification Form (Note: Employees can choose whether or not to authorize this action through the Family Medical Leave Request for Leave Form). If deficiencies are found on an employee's Certification Form, Human Resources will contact the Employee and give them seven (7) calendar days, beginning the day after Human Resources contacts the employee, to clear any deficiencies as indicated through the provided Designation Notice. Deficiencies may include an incomplete Certification Form or the need for additional information and clarification by the employee's health care provider. In some cases where the employee has authorized Human Resources to contact their health care provider, Human Resources may contact the employee's health care provider directly to resolve any deficiencies. The College may require other medical opinions for determining eligibility under the provisions of this section. If Human Resources

reasonably doubts the initial Certification Form provided by an employee, Human Resources may require an examination by a second health care provider at the College's expense. If the second health care provider's opinion conflicts with the original certification, Human Resources, again at the College's expense, may require a third, mutually agreed on, health care provider to conduct an examination and provide a final and binding opinion. The College may require subsequent medical recertification on a reasonable basis. All medical information related to FML will be considered confidential and available only to those with a legitimate need to know.

- C. Recertification is required for intermittent leave requests of more than six (6) months of leave time per Certification Form. When an employee is aware of the continuing need for intermittent leave, he or she must submit an updated Certification Form to Human Resources prior to expiration of the current Certification Form. A Recertification may also be requested if 1) an employee requests an extension of continuous leave; 2) circumstances described by the previous Certification Form change (e.g. duration or frequency of absence, nature or severity of the illness, complications, a pattern of using unscheduled leave with scheduled days off); or 3) Human Resources receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification. When asked to submit an updated Certification Form for recertification the updated Certification Form must be returned to Human Resources within fifteen (15) calendar days of the request.
- D. In addition to providing Human Resources with a new Certification Form (Recertification) every six (6) months for those intermittent leave requests of more than six (6) months, individuals approved for intermittent leave must also provide Human Resources

with an Annual Certification at the anniversary of their initial request for leave date. Human Resources will be in contact with the employee prior to their recertification and annual certification deadlines and assist the employee with this portion of the process.

- E. When an employee returns from FML, the College will attempt to return the employee to the position held prior to the leave. If this is not possible, the employee will be placed in an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If there are reductions in force while the employee is on FML, and the employee would have otherwise been included in those reductions had the employee remained, the employee loses their right to return to that position.
- F. Salaried employees in the highest paid ten percent of the College's work force may be denied reinstatement in their positions if it is shown that it would cause grievous economic harm to the College.
- G. The employee will be responsible for paying his or her share of the health insurance premium for the insurance to remain in effect during a FML. If an employee chooses not to return to work from unpaid leave for reasons other than a continued serious health condition, or other circumstances beyond the employee's control, the employee will be liable for health insurance premiums paid by the College during the time of the FML.
- H. When employees return from leave due to their own serious health condition they are required to notify their department that they will be returning to work forty-eight (48) hours prior to their date of return so that proper planning may occur. Additionally, employees must provide a completed Return to Work Certification Form or provide an equivalent statement from their health care provider to Human Resources upon their return. Employees who fail to provide the Return to Work Certification form may not be permitted to resume work

until this form is provided. Employees returning for all other FML events are required to provide only Section I. of the form.

- I. In some instances an employee's FML case may also be covered by the Americans with Disabilities Act (ADA). Human Resources will review these situations on a case-by-case basis. Employees should notify Human Resources with any requests for accommodations, restrictions or reassignment and Human Resources will work with the employee, department, and Human Resources to meet employee needs.
- J. When an employee has exhausted all FML and accrued paid leave and is unable to return to work, Human Resources will work with the employee and the department for an employment status review of options which may include termination.

#### **IV. Definitions**

For the purpose of this Policy, the following definitions, unless noted otherwise apply:

- A. Rolling Calendar Year – An eligible employee is entitled to up to twelve weeks of leave per year, with year defined as a “rolling” twelve month period. Each time an employee takes FML leave the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.
- B. Department – Any college department or office including faculty.
- C. Spouse - Is defined in accordance with applicable State Law.
- D. Parent - Includes biological parents and individuals who acted as the employee's parents.
- E. Son or Daughter - Includes biological, adopted or foster

children, stepchildren, legal wards, and other persons for whom the employee acts in the capacity of a parent who are under eighteen (18) years of age. Children eighteen (18) years of age or older, but incapable of self care because of a mental or physical disability are within the meaning of the definition.

F. In Loco Parentis – A child under the FMLA includes not only a biological or adopted child, but also a foster child, stepchild, a legal ward, or a child of a person standing in loco parentis. The FMLA regulations define in loco parentis as including those with day-to-day responsibilities to care for and financially support a child. Employees who have no biological or legal relationship with a child may nonetheless stand in loco parentis to the child and be entitled to FML leave.

G. Serious Health Condition - Any illness, injury, impairment, physical or mental condition that involves: a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

1. Incapacity and treatment – Incapacity period of more than three (3) consecutive calendar days and subsequent treatment or incapacity related to the condition. The subsequent treatments must be needed within thirty (30) days of the first day of incapacity and an in-patient visit to a health care provider must occur within seven (7) days of the first day of incapacity, or
2. Pregnancy or prenatal care and absences due to the condition; or
3. Chronic conditions – a condition that requires periodic visits for treatment at least twice per year by a health care provider , continues over an extended period of time, and could cause episodic

incapacity (e.g., asthma, diabetes, epilepsy) and absences due to the condition ; or

4. Permanent or long-term conditions – a period of incapacity due to a condition for which treatment may not be effective. (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease); or

5. Conditions requiring multiple treatments – any period of absence to receive multiple treatments by a health care provider for 1) restorative surgery; or 2) a condition that would likely result in a period of incapacity of more than 3 consecutive days if not treated, such as cancer (chemotherapy, radiation), severe arthritis (physical therapy), or kidney disease (dialysis).

H. Health Care Provider - licensed medical doctors and osteopaths, podiatrists, dentists, clinical psychologists and clinical social workers, physician assistants, optometrists or chiropractors authorized to practice in the State, nurse practitioners and nurse-midwives authorized under State law and Christian Science practitioners.

I. The phrase "needed to care for a family member or covered service member" encompasses: 1) physical and/or psychological care; and 2) when the employee is needed to fill in for another person providing care or to arrange for third party care of the family member or 3) intermittent or reduced schedule leave may be used because other care is normally available for the family member.

J. The phrase "unable to perform the functions of his/her job" - means an employee is: 1) unable to work at all or 2) unable to perform any one of the essential functions of his/her position. The term "function" means "the essential job duties of the employment position" and does not include the marginal functions of the position.

K. Serious Injury or Illness for a Covered Veteran – A

serious injury or illness for a covered veteran means an injury or illness that was incurred or aggravated by the member in the line of duty in the Armed Forces and manifested itself before or after the member became a veteran, and is:

1. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
2. A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of fifty (50) percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or
3. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or
4. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

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## 4.03 Sick Leave

Sick leave is earned at the rate of one (1) working day per month of service with a maximum accumulation of sixty (60) days. Part-time employees who work 20 hours a week or less

accumulate sick leave at the rate of one-half (1/2) working day per month of service with a maximum accumulation of sixty (60) days.

Sick leave can be used for recovery for a personal illness, recuperation following birth (see Family and Medical Leave Policy), and/or caring for an ill immediate family member. Immediate family member is defined as an employee's child, spouse, or parent (see Family and Medical Leave Policy for more information). McPherson College realizes that unforeseen circumstances may arise and prevent an employee's ability to report to work. Thus two (2) sick days per year can be used for personal time. Unavoidable circumstances could include weather conditions, automobile malfunction, etc.

Employees who are ill or due to an unforeseen situation are unable to report in accordance with their work schedule must notify their supervisor before, or as soon as possible after their scheduled start time.

Sick leave may not be used for grandparent assistance at the time of a birth of a child. In this situation vacation time must be utilized.

Sick leave does not accumulate to more than sixty (60) days, nor do employees under any circumstances receive pay in lieu of unused accrued sick leave. To receive holiday pay the day immediately before or after a holiday may not be taken as sick leave without special permission from the employee's direct supervisor.

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## 4.04 Military Leave

McPherson College is committed to protecting the job rights of employees absent due to military leave. It is the policy of McPherson College to comply with the Uniformed Services Employment and Reemployment Act of 1994 as amended (USERRA) and all other applicable federal and state laws which protect job rights and benefits for veterans and members of the armed services. No employee or prospective employee will be subjected to any form of discrimination on the basis of membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy.

- Temporary (two-week) Military Leave: In addition to the rights and benefits provided to employees taking Extended Military Leave (as described in this policy), eligible employees who must be absent from their job for a period of not more than ten (10) working days each year in order to participate in temporary military duty are entitled to as many as ten (10) days unpaid military leave. All benefits will continue during an employee's temporary military leave.
- Extended Military Leave: Employees directed to participate in extended military duties in the U.S. Armed Forces that exceed ten (10) working days will be placed on an unpaid military leave of absence status for a period of as long as five (5) years and will be entitled to the rights and benefits described below, subject to the procedures outlined below.

### Procedures

1. The employee will provide his or her immediate supervisor with notice that the employee will be engaging in military service, including, where feasible, a copy of the orders directing the military duty, unless the employee is prevented from doing so by military necessity. Employees are requested to provide such notice within 30 day of active military service when feasib
2. To request a temporary or extended military leave of absence, the employee should, unless prevented from doing so by military necessity, obtain a Request of Leave of Absence Form from Human Resourc
3. Human Resources will review and sign the Request for Leave of Absence Form, collect any applicable insurance premiums from the employee, and process accordingly.
4. Employees on temporary or extended military leave may, at their option, use any or all accrued paid vacation during their absence.
5. When the employee intends to return to work, he or she must make application for reemployment to Human Resources within the application period set forth below.
6. If the employee does not return to work, the supervisor must notify Human Resources so that appropriate action may be taken.

## **Benefits**

If an employee is absent from work due to military service, benefits will continue as follows:

- An employee on extended military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military lave of absence begins. The employee must pay, per pay period, the premium normally paid by the employee. After the initial 31 day period, the employee and covered dependents can continue group

health insurance up to 24 months at 102% of the overall premium rate. Beginning after the first 31 days of military leave, group health insurance coverage for an employee and/or an employee's covered dependents will run concurrently with applicable health insurance coverage under COBRA.

- The group term life/AD&D insurance provided by the College will terminate the day the employee begins active military duty.
- The group long term disability insurance provided by the College will terminate the day the employee begins active military duty.
- Employees do not accrue vacation or sick leave while on military leave of absence status.
- With respect to the College's retirement plan, upon reemployment, the employee may elect to make any or all employee contributions that the employee would have been eligible to make had the employee's service not been interrupted by active duty military service. Such contributions must be made within a period that begins with the employee's reemployment and is not greater in duration than three times the length of the employee's military service.

## **Reemployment**

Upon an employee's prompt application for reemployment (as defined below), an employee will be reinstated to employment in the following manner depending upon the employee's period of military service:

- *Less than 91 day of military service*
  - in a position that the employee would have attained if employment had not been interrupted by military service; or
  - if found not qualified for such position after reasonable efforts by the College, in the position in which the employee had been employed prior to

military service.

- *More than 90 days and less than 5 years of military service*
  - in a position that the employee would have attained if employment had not been interrupted by military service or a position of like seniority, status, and pay, the duties of which the employee is qualified to perform;
  - if proved not qualified after reasonable efforts by the College, in the position the employee left, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.
- *Employee with a service connected disability* – if after reasonable accommodation efforts by the employer, and employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be employed in:
  - any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the College; or
  - if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

### **Application for Reemployment**

An employee who has engaged in military service must, in order to be entitled to the reemployment rights set forth above, submit an application for reemployment according to the following schedule:

- *If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service)* – the employee must report for reemployment at the

beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours after a time for safe transportation back to the employee's residence.

- *If service is for 31 days or more but less than 180 days* – the employee must submit an application for reemployment with Human Resources no later than 14 days following the completion of service.
- *If service is over 180 days* – the employee must submit an application for reemployment with Human Resources no later than 90 days following the completion of service.
- *If the employee is hospitalized or convalescing from a service-connected injury* – the employee must submit an application for reemployment with Human Resources no later than two years following completion of service.

### **Exceptions to Reemployment**

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

- The College's circumstances have so changed to make reemployment impossible or unreasonable.
- The employee's employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely for a significant period.
- The employee did not receive an honorable discharge from military service.

### **General Benefits Upon Reemployment**

Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any

additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. In addition, an employee's time spent on active military duty will be counted toward their eligibility for FMLA leave once they return to their job at McPherson College.

If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact the Human Resource department.

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## **4.05 Domestic Violence**

In accordance with Kansas statute HB2928 McPherson College will not discharge, discriminate, or retaliate against an employee who is a victim of domestic violence or a victim of sexual assault for taking time off of work to:

- Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the victim or the victim's child or children;
- Seek medical attention for injuries caused by domestic violence or sexual assault;
- Obtain services from a domestic violence shelter, domestic violence program, or rape crisis center as a result of domestic violence or sexual assault; or
- Make court appearances in the aftermath of domestic violence or sexual assault.

### **Notice & Documentation**

To take protected leave, the employee must give McPherson

College reasonable advance notice of the employee's intention to take time off by completing a Request for Leave of Absence form, unless such advance notice is not feasible. Within 48 hours after returning from the requested time off, the employee must provide documentation to support taking time off.

When an unscheduled absence occurs, the College will not take action against the employee if the employee, within 48 hours after the beginning of the unscheduled absence, provides certification to the employer in the form of the following:

- A police report indicating that the employee was a victim of domestic violence or sexual assault;
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or
- Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, healthcare provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence or sexual assault.

## **Use of Leave**

An employee on leave may use any vacation or sick time available, or if paid leave is unavailable to the employee, an employee may use unpaid leave of up to 8 days per calendar year.

## **Confidentiality**

To the extent allowed by law, McPherson College will maintain the confidentiality of any employee requesting leave, as well as the confidentiality of any supporting documentation provided by the employee.

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## **4.06 Administrative Leave of Absence**

The college president, or in her/his absence the college president's designee, may place any college staff member on paid or unpaid administrative leave of absence. An example of the president's use of such authority could include placing an employee on paid administrative leave while conducting an internal investigation of allegations of a workplace violence incident or any other internal investigation.

The employee shall be notified of the reason s/he is being placed on an administrative leave of absence.

The college president shall collaborate with the Director of Human Resources and employee's supervisor in such actions.

This leave of absence is not part of the progressive discipline system but outcomes of the leave may result in disciplinary action against said employee.

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## **5.01 Benefit Overview/Disclaimer**

Employees of McPherson College are provided a wide range of benefits. A number of the programs (Social Security, worker's compensation, unemployment) cover all employees in the manner prescribed by law.



For the purpose of voluntary benefits, staff working at least half-time (1040 hours annually) are eligible for benefits in most circumstances. The long term disability benefit is provided for employees working at least three quarter time (1560 hours annually).

The following benefit programs are available to eligible employees:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Long Term Disability
- Retirement 403(b)
- Flexible Spending Account
- Vacation
- Sick Time
- Holiday
- Bereavement
- Tuition Waiver
- Employee Assistance Program
- Supplemental Insurances

For exempt employees most benefits become effective the first of the month following date of hire, or immediately if the date of hire is the first of the month. For non-exempt (hourly) employees most benefits become effective the first of the month following the 60 day Introductory Period. However, both exempt and non-exempt employees are eligible for the retirement 403(b) and long term disability plan on the first of the month following one year of employment.

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## 5.02 Paid Holidays

Employees who work a minimum of 20 hours per week, for at least 9 months per year, are eligible for holiday pay. Employees with a non-traditional workweek (ex: 4 5-hour days) that are not scheduled to work on the holiday, will receive holiday pay based on the number of hours they are scheduled to work per week.

McPherson College recognizes these holidays annually. They are as follows:

- Fourth of July
- Wednesday before Thanksgiving
- Thanksgiving
- Friday following Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Good Friday
- McPherson County All School's Day
- Memorial Day
- Additional days to be determined by the administration (ex: days between Christmas and New Year's Day)

A complete schedule of the designated holidays is distributed annually.

Holidays that fall on a Saturday are observed the preceding Friday, and holidays that fall on a Sunday are observed the following Monday.

In order to be eligible to receive holiday pay, the employee is required to work their regularly scheduled hours the workday preceding and the workday following the holiday unless on an approved vacation or sick leave. For purposes of this policy, a multi-day holiday shall be considered one holiday period.

## **Working on a Holiday**

In certain circumstances workload may necessitate that an employee work on an observed holiday. A regular, non-exempt employee required to work on a holiday will receive 1  $\frac{1}{2}$  times their regular rate per hour for hours actually worked, plus holiday pay at the regular rate of pay.

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## **5.04 Workers Compensation**

McPherson College complies with state laws requiring Workers' Compensation coverage. In the event an employee incurs an injury covered by Workers' Compensation, the amount of benefits payable and the duration of payment depend upon the nature of the injury or illness. If an employee is injured or has a work-related illness while on the job, they must immediately report the injury/illness to their supervisor and the human resource department so the College can assist the employee in contacting the Workers' Compensation insurance carrier.

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## **5.05 Jury Duty**

In the event an employee is summoned for jury duty they will, regardless of exempt or non-exempt status, be excused from work to attend to this duty and receive their regular work pay. "Regular work pay" does not include overtime compensation. Employees are expected to return to work on any day that jury service takes less than the entire working day.

Upon receiving a jury duty summons, the supervisor should be notified as far in advance as possible, so proper arrangements can be made to cover work duties.

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## **5.06 Bereavement Leave**

In the event of the death of an immediate family member, the employee is allowed a maximum of three days bereavement leave with pay. Immediate family is defined as spouse, children, parents, brothers, sisters, grandparents, and parents-in-law.

For attendance at a funeral for the death of a non-immediate family member or friend, permission is granted for up to two hours of funeral leave with pay. For absences of more than one day, employees may use vacation days if available.

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## **5.07 Voting**

All College employees are encouraged to exercise their voting rights at all national, state, and local elections. Work schedules will normally permit adequate time for employees to exercise their voting rights, either before or after normal working hours, or during the employee's lunch hour. When this is not possible, employees may be excused from regular duties for up to two hours with pay. More than two hours will be allowed if necessary, but the employee will need to utilize their vacation time.

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## 5.08 Insurance Programs

### Section 125 Plan

Section 125 of the Internal Revenue Code allowed McPherson College to establish an employee benefit plan whereby employees can choose among various benefits and purchase the benefits through deductions from pay on a pre-tax basis. The employee receives the selected benefits free of federal and state income taxes and social security taxes. The plan year begins January 1st annually. Enrollment in the insurance programs can occur within 30 days of hire or 30 days after the introductory period if applicable, within 30 days of a qualifying event, and during annual open enrollment (November). Additional information regarding each insurance plan is available in the human resource office. These benefits are subject to termination or change at any time.

### Medical Insurance

Participation in a medical insurance coverage program is available to all employees working at least one-half time. Premiums for this coverage are paid monthly. The College and the employee each pay a portion of the health insurance premium. Eligible persons working less than full-time are eligible for premium contributions from the College on a pro rata basis. The employee contribution is paid through monthly payroll deductions.

The employee may select single coverage, employee and spouse coverage, employee and children coverage, family coverage, or decline coverage. A benefits summary and a list of premium prices for each plan are provided annually during open enrollment or can be obtained by contacting the Human Resource

office.

### **Life Insurance**

The College provides each employee who works at least half-time (1080 hours) with a \$10,000 group term life insurance policy. A newly hired employee is guaranteed the right to the life insurance policy regardless of any health issue or concern if enrolled within 31 days of hire date.

### **Dental Insurance**

All regular employees are eligible for dental insurance. All dental insurance premiums are paid by the employee through payroll deductions. Detailed information about dental insurance coverage and premiums is available in the Human Resource office.

### **Vision Insurance**

All regular employees are eligible for vision insurance. All vision insurance premiums are paid by the employee through payroll deductions. Detailed information about vision insurance coverage and premiums is available in the Human Resource office.

### **Supplemental Insurance**

Supplemental benefits could include accident, cancer, specific event, and intensive care insurance and short-term disability. This is not an all-inclusive list and is subject to change at any time dependent upon benefits negotiations.

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## **5.09 Long-Term Disability**

McPherson College employees who work at least three quarter time (1560 hours) are eligible to be enrolled in the long term disability plan after completing one year of employment. In the event that an employee is totally disabled, they may apply for monthly income benefits that will begin the first day of the third full month of disability. The benefit is based on a percentage of monthly salary. Claims for disability are filed with the insurance carrier. The full cost of coverage is paid by the College.

The insurance company underwriting and administering this coverage will be solely responsible for any disability determination or decision. All claims are determined by the insurance company, not McPherson College.

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## **5.10 Flexible Spending Accounts**

The College provides a program whereby employees have a flexible and convenient method to use tax- sheltered dollars to pay for their personal share of healthcare and/or child and dependent care expenses. These two benefit options are called Flexible Spending Accounts (FSAs). They are designed to increase the employee's disposable income by reducing the amount of taxes the employee pays.

The FSA has a plan year of January 1st to December 31st. Upon enrollment in one of the FSA plans, the employee will choose the specific amount of their annual salary that will be withheld from each paycheck and deposited into an FSA. These

withholdings are on a pre-tax basis (before federal and state income taxes).

Newly hired College staff may enroll within 30 days of hire for exempt employees or within 30 days of completion of the introductory period for non-exempt employees. Current employees are eligible to enroll during the annual open enrollment period or for 30 days following a qualifying event.

Employees should be aware that according to IRS provisions, funds left in the account at year end are not refundable to the employee.

Detailed information concerning flexible spending accounts is available in the Human Resource office

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## **5.11 Employee Assistance Program**

An employee in need of this benefit may contact the Human Resources office.

Employee Assistance Program (EAP) Brochure and the Employee Assistant Program On Line Access Guide is accessible via the [HR Forms Page](#).

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## 5.12 Retirement Plan

The following is a brief outline of the College's Retirement Plan, refer to the Summary Plan Description for further detail regarding the Plan. To receive a complete description of the Plan the employee can request a copy of the Summary Plan Description from the Human Resource office.

The McPherson College Retirement Plan is a defined contribution plan that operates under Section 403(b) of the Internal Revenue Code. The College offers one investment company to choose from: Teachers Insurance Annuity Association (TIAA). There is an annuity platform and a Roth platform an employee can choose.

Any college employee, who is not deemed ineligible to participate, can contribute to the college's retirement program at any time during her/his employment.

Eligibility for employer contributions begins the first of the month following one year of employment. The College contributes an amount equivalent to 10% of the employee's base pay with benefits payable to the employee when 59 1/2 years or older or upon separation of employment from the college. The employee is fully and immediately vested in the benefits arising from contributions made under this Plan.

For more information or to begin a retirement account, please contact your Human Resources office.

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## 5.13 Campus Benefits

The following is an overview of additional employee benefits offered to McPherson College employees:

- Fitness Center – Gym equipment and a full service weight room are available on campus.
  - Library Services – Access to all library services at McPherson College Miller library.
  - Campus Events – Free admittance into campus events with identification card (athletics, theater, concerts, etc.)
  - Dining Hall – Meals at the dining hall
- 

## 5.15 Moving Expenses

The College will consider assisting in relocation expenses for faculty moving to the McPherson area from longer distances. The College will pay the first \$1,000 of documented moving expenses and half of the second \$1,000. The maximum reimbursement for moving expenses is \$1,500. There is no relocation assistance for non-faculty hires.

The HR Director or representative is the only person authorized to convey the amount of relocation allocation assistance to new hires. To receive reimbursement for relocation expenses, original, itemized receipts for moving expenses are to be submitted to the Human Resource office for processing.

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## 5.16 Compensation

## Unemployment

If employment with the College ceases employees under certain circumstances may be entitled to unemployment compensation. Former employees may apply to the appropriate office of the Kansas Department of Human Resources for any such compensation to which they are legally entitled.

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## 6.01 Keys

### Key Issuance

1. Employees will be issued keys to their office, work area, and outside buildings as appropriate.
2. A Key Request Form must be completed before keys will be issued. The form requires the department chair/immediate supervisor signature and a designated administrator signature.
3. After receiving appropriate approval the Key Request Form should be sent to Facility Management by the departmental chairperson/immediate supervisor or designated administrator. The employee requesting keys cannot submit the Key Request Form.
4. After receipt of the Key Request Form, keys will be issued. The requesting employee must sign and pick up the keys at the Facility Management Office.

### Lost Keys

1. Replacement keys must be requested using the above Key Issuance procedure.

2. Each lost key will incur a replacement charge that will be deducted from the employee's paycheck or charged to a student's account in the following manner:
  1. \$60 per non-master key
  2. \$200 per master key

### **Returning Keys**

1. 1. The person to whom the key(s) were originally issued must return the keys to the Facility Management office at the end of the school year (students only) or at termination of employment.
2. If keys are not returned the employee or student will be charged in accordance with the lost key policy detailed above

### **Safety**

1. For campus safety reasons individuals that have been issued keys are advised not to loan keys to others. Keys are only intended for the use of the individual to which they have been issued.
2. All keys are considered property of McPherson College and therefore it is unlawful to duplicate keys

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## **6.02 Identification Cards**

All McPherson College employees are issued identification cards upon employment. The identification card may be used for admission to most college produced athletic, theater, and music activities. The ID card also serves as a library card enabling employees to utilize library services.

The ID card can also be used to pay for meals in the cafeteria. To use the ID card as a means of meal payment the

meals must be paid for in advance. Payment is submitted to the cafeteria and applied to the respective account.

Identification cards are issued through the Student Services office in Mohler Hall. ID photos are taken by appointment through the Communications Department.

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## 6.03 Copy & Print

Self-service copiers are available in the following locations on campus:

- Mohler Hall first floor
- Mohler Hall second floor
- Templeton Hall
- Miller Library
- Hess Fine Arts
- Melhorn
- Beeghly Hall

Copy code numbers are available from Department Chairs, Department Heads, and the Business Office. A VendCard for the Miller Library copier may be requested at the Public Services Desk.

For printing and copying projects beyond the scope of the department contact that Marketing & Communications Department for assistance.

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## 6.04 Facility Management

All Facility Management employees, including student employees, are under the general supervision of the Director of Facility Management. Faculty and staff are encouraged to provide the Facility Management Department with written suggestions concerning the general care of the facilities in which they are located and/or in which they perform their job functions.

Particular needs, as well as irregularities and malfunctions in campus buildings should be reported by email to the Director of Facility Management or by calling the Facility Management Office at extension 2470.

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## 6.05 Heating & Cooling

Each year during the transitional seasons of spring and fall, McPherson College must perform a switch from heating to cooling mode (or vice versa) in several buildings. This process is necessary because the piping systems within the affected buildings cannot provide heating and cooling capabilities simultaneously.

The manual changeover generally takes 24 work hours (3 days) to complete and is performed when the temperature predictions indicate a semi-permanent change for the season.

The campus buildings that are affected by the changeover are:

- Brown Auditorium/Friendship Hall
- Dotzour Hall
- Hess Fine Arts (basement only)

- Metzler Hall
- Miller Library
- Mohler Hall
- Hoffman Student Union

Typically, the heating/cooling changeover occurs in the spring during the last half of April and the changeover in the fall occurs during the last half of October. Due to wide temperature variances there will be times during these transitional periods when one or more of the affected buildings will feel uncomfortable.

The College administration makes every effort to plan the heating/cooling changeover to cause the least amount of discomfort within the buildings, but unseasonable weather fluctuations can make this a difficult task. Please note that once a building has been switched over for a season it will remain in that state until the next seasonal changeover. Faculty, staff, and student understanding with this matter is greatly appreciated.

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## **6.06 Phone System**

The College Admissions department maintains faculty and staff phone directories. The Admissions department publishes a campus directory several times per academic year.

College employees must notify the human resource department and switchboard personnel of changes in office location and/or phone number.

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## 6.07 Library Services

Miller Library is committed to supporting faculty, staff, and students in their classroom activities, independent research, personal development, and cultural and societal studies and to helping all students achieve information literacy, in general and in their specific areas of study. All staff members are therefore, entitled and encouraged to make full use of the resources and services available.

The McPherson College identification cards will permit you to borrow all circulating materials under the same policies applicable to students. All online resources are accessible on campus computers and off- campus by using your email address and password. Also, interlibrary loan and reference services are available. Please ask for assistance in Miller Library and/or consult the Miller Library web pages for additional information

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## 6.08 Vehicle Rental

### Policy

McPherson College employees may rent vehicles for College business when other means of transportation are not practical, economical, or available. The Facility Management, Admissions and Athletics make arrangements for all College vehicle rentals. This is done to ensure the College receives appropriate rental conditions and that liability, insurance, and safety issues are addressed.



For vehicles with a capacity of 8 or more please refer to the 15 Passenger Van policy. Any exceptions to the Vehicle Rental policy and procedure must be approved in advance by the Vice President for Finance.

Refer to Administrative Policy 3.15 Risk Management Policies for further clarification to this policy.

## **Procedure**

When renting a vehicle for College business, the renting driver must meet and adhere to the following guidelines:

1. Be 21 years of age to operate cars or vans with a capacity of less than 8 passengers. For vehicles with a capacity of 8 or more please refer to the 15 Passenger Van policy.
2. Possess a valid driver's license and allow Facility Management to review and make a copy of the license for its records. Review of driver's license may be requested before the rental request is processed as the rental company may need to review the document.
3. Requests for vehicles should be made by email to the Facilities Management Department.
4. Requests should be made 5 working days in advance of the vehicle pick up date. Requests made after this time could result in the lack of availability of a vehicle.
5. Sign for the vehicle at the time of pick up. Vehicles may be picked up Monday through Friday, 8 am to 12 pm and 1 pm to 5 pm. Please note that for weekend rentals, the vehicle must be picked up by 4 pm on Friday.

When returning the vehicle, the driver must insure the following:

1. The vehicle is full of fuel.
2. The interior of the vehicle is clean of all trash, cups, and food.
3. Report any damage and/or mechanical problems to the

## 6.09 15-Passenger Van Rental

### Purpose

This policy is established to prevent increased risk of accidents or injuries associated with the use of 15 passenger vans, noted in recent research and warnings issued by the National Highway Traffic Safety Administration (NHTSA). These warnings indicate that 15 passenger vans from all domestic manufacturers have a significantly increased risk of roll-over than other vehicles under certain driving and occupancy conditions. A 15 passenger van is a van with seating for 15 passengers; this includes the driver (driver + 14 passengers).

### Policy

The College will require certain precautions and enforce certain restrictions on the use of 15 passenger vans consistent with NHTSA warnings in order to reduce the risk of accidents or injuries associated with their use.

Refer to Administrative Policy 3.15 Risk Management Policies for further clarification to this policy.

### Limitations on Use:

1. **Driving Limited to Employees:** Drivers must be 21 years of age or older, current employees of the College, possess a valid state driver's license, have a safe driving record and successfully complete an MC-required training program for driving 15 passenger vans. Student

employees are prohibited from operating 15 passenger vans.

2. **Passengers:** Passengers are normally limited to persons who are 18 years of age or older and are employees, students of the College, or other individuals on official College business. Exceptions to the age restriction are made for students of the College who are under the age of 18.
3. **Training:** The completion of 15 passenger van written test must be completed prior to the use of a 15 passenger van. The goal of the course will be to familiarize drivers with this policy, as well as provide practical instruction on the handling characteristics of 15 passenger vans, proper backing, braking, obstacle avoidance and return to road technique if a wheel drops off the roadway. The training will consist of satisfactory completion of a written examine.
4. **Safe Driving Record:** A safe driving record generally means no suspensions or revocations within the past 2 years, and no accidents for which the operator was cited.
5. **Vehicle:** The use of 15 passenger vans built after 2008 is highly recommended as most newer models have incorporated the use of stabilizers.

### **Operating Restrictions:**

1. **Distance and Hours Restrictions:** Fatigue is a primary factor in 15 passenger van accidents. High speed travel is also a major factor in 15 passenger van accidents. The use of 15 passenger vans should be limited to locations less than 2 hours from campus. Employees are not permitted to drive a 15 passenger van if by driving that 15 passenger van their workday will exceed 8 hours.  
*It is highly recommended that the use of a professional and/or bus is used for any distances greater than 2 hours or in the event where driving creates a workday*

*greater than 8 hours.* Night driving should be kept to a minimum. Travel itineraries should avoid high speed and limited access highways where possible.

2. **Vehicle Occupancy:** Occupancy is highly recommended not to exceed 12 passengers including the driver for trips that exceed 15 miles from campus or speeds in excess of 50 miles an hour.
3. **Vehicle Rental:** All 15 passenger van rentals must be processed through the Facilities Management Office.
4. **Weather Restrictions:** Poor weather is a major contributing factor in 15 passenger van accidents. Operation of 15 passenger vans during hazardous weather conditions is discouraged. Safe driving conditions are road conditions absent snow-cover, heavy rain, ice, fog, or forecasts predicting such conditions. If drivers already on the road are confronted by developing conditions such as these, the vehicle should be stopped in a safe location until conditions improve.
5. **Cell Phones:** Drivers operating 15 passenger vans are prohibited from using cell phones while the vehicle is in operation.
6. **Seat Belt Requirement:** The driver and all passengers must wear seat belts at all times while the vehicle is in operation.
7. **Load Evenly:** Passengers will be seated from the front seats back. (If 10 passengers are riding, the first 10 seats will be occupied.) The roof will not be used for storage for any purpose. Keep luggage on the floor if at all possible.
8. **No Towing:** 15 passenger vans are prohibited from towing a trailer.

## **PROCEDURE**

### **Drivers:**

1. **15 Passenger Van Driving Test Completion:** Drivers must complete a written test prior to the operation of a 15 passenger van.
2. **Visual Inspections Before Use:** Prior to use, drivers are responsible for making a visual inspection of the mirrors, tires and other safety equipment of the vehicle.
3. **Mapping Routes:** Drivers should take care to map routes when using 15 passenger vans to avoid limited access and other high speed highways whenever possible.
4. **Driver's Record:** Drivers of 15 passenger vans are expected to self-report suspensions or revocations of driving privileges by the Kansas Department of Transportation. The College will complete a national motor vehicle screen on each driver.
5. **Seat Belt Requirement:** Drivers of 15 passenger vans are expected to visually confirm that all passengers properly secured by a seat belt
6. **Unsafe Operating Conditions:** Drivers of 15 passenger vans should determine if an alternative mode of transportation exists when driving conditions are unsafe for a 15 passenger van to be used.

#### **Facilities Management:**

1. **Driving Test:** Facilities Management will conduct a written driving test and provide records of completion to Human Resources.
2. **Vehicle Rental:** Facilities Management, Admissions and the Athletic Department will be responsible for the rental of all 15 passenger vans. Poor planning by drivers may result in the inability to reserve a 15 passenger van.

**Policy Violations:** Failure to comply with these requirements may result in a driver or a department losing access to 15 passenger vans.

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# **ADM 100 – Introduction to Administrative Policies and Procedures**

The Administrative portion of the online McPherson College Policy and Procedure Manual contains Policies and Procedures that are broad in nature, and generally campus-wide, rather than specific in nature as most Human Resources Policies are.

Many of the Policies found in the Administrative portion of the online Manual outline the philosophy of the College and provide direction in the Administration of the College. Some Policies are Operational in nature and do not fit in any of the other sections of the Manual and since they are campus-wide they fit best in the Administrative portion of the Manual.

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# **ADM 105 – History and Background**

Chartered in 1887 by leaders of the Church of the Brethren, McPherson College has a 116-year history of providing excellent liberal arts and career-oriented education shaped by the essential values of its founding denomination. The Church of the Brethren is a Christian denomination founded in Germany in 1708. It accepts the New Testament as the rule of faith and emphasizes the inherent value of all persons, the communal

discernment of truth, the necessity of putting faith into action, and the biblical calls to simplicity, nonviolence, nonconformity and transformation through education. Brethren strive to “continue the work of Jesus – peacefully and simply together.”

McPherson College’s programs integrate career guidance and practical experiences into a traditional liberal arts curriculum that upholds the highest standards of academic excellence. Our goal is to help students discern a vocational call consistent with their gifts and interests and to prepare them for a life of meaningful work.

Community is central to McPherson College. We affirm diversity within the community, emphasizing unity and acceptance rather than judgment and rejection. Because we believe that the pursuit of truth is a collective endeavor, and that the point of scholarly learning is to advance the common good, McPherson College aspires to be a healthy community of learning where whole persons nurture and balance their physical, intellectual, and spiritual components; develop and live in respectful, reciprocal relationships with others; and are committed to responsible service to the world.

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## **ADM 120 – Statement of Mission and Identity – McPherson College**

McPherson College is a vibrant community of persons from diverse faiths and cultural backgrounds committed to its mission: *to develop whole persons through scholarship, participation and service.*

Chartered in 1887 by leaders of the Church of the Brethren, McPherson College has a 130-year history of providing excellent career-oriented liberal arts education shaped by the essential values of its founding denomination. The Church of the Brethren is a Christian denomination founded in Germany in 1708. It accepts the New Testament as the rule of faith and emphasizes the inherent value of all persons, the communal discernment of truth, the necessity of putting faith into action, and the biblical calls to simplicity, non-violence, non-conformity and transformation through education. Brethren strive to “continue the work of Jesus – peacefully...simply...together.”

McPherson College’s programs integrate career guidance and practical experiences into a traditional liberal arts curriculum that upholds the highest standards of academic excellence. Our goal is to help students discern a vocational call consistent with their gifts and interests and to prepare them for a life of meaningful work.

Community is central to McPherson College. We affirm diversity within the community, emphasizing unity and acceptance rather than judgment and rejection. Because we believe that the pursuit of truth is a collective endeavor, and that the point of scholarly learning is to advance the common good, McPherson College aspires to be a healthy community of learning where whole persons nurture and balance their physical, intellectual, and spiritual components; develop and live in respectful, reciprocal relationships with others; and are committed to responsible service to the world.

To accomplish our mission, McPherson embraces the ideals of *scholarship, participation and service*.

*Scholarship.* All absolute Truth is God’s Truth and humankind must labor diligently in the pursuit of truth we can know; thus, McPherson College upholds the highest standards of academic excellence. Faculty strive to teach students to think



critically and independently, to communicate clearly and effectively, to integrate knowledge across the disciplines, and to assess the value conflicts in issues. This is done without coercion, letting the evidence lead the search, and with respect for the consciences and value differences of others.

*Participation.* Students apply knowledge, practice skills, and deepen and broaden their understanding of themselves and others through active participation in diverse learning experiences. A smaller community requires greater participation from its members. For these reasons, McPherson College is committed to being a small college and encouraging student participation in a variety of activities.

*Service.* God's love is personified in the life of Jesus who came to serve the world. Through works of peacemaking and compassion, humanity responds to God's love and becomes an instrument of God's servanthood in the world. Therefore, McPherson College emphasizes service to others, encouraging all members of its community to give selflessly of themselves to others.

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## **ADM 140 – McPherson College Code of Ethics**

To maintain the professional environment of an institution of higher education, any student, employee and guest, while on the college campus or while representing the college, shall maintain behavior that is becoming of a professional college environment.

In the pursuit of their professional activities, McPherson

College Employees shall take into account not merely the scientific, technical, and economic considerations, but also the social, environmental and ethical implications of their work. The responsibility of McPherson College Employees for the sustainable welfare of the community is an integral part of our professional responsibility.

McPherson College Employees shall pursue the College's objectives in ways that are consistent with the College's mission.

McPherson College Employees shall be mindful of, and shall exercise reasonable care not to endanger, public health and safety.

McPherson College Employees shall respect and defend human rights, and shall actively take part in the working community. McPherson College Employees shall encourage fair and equitable treatment of all employees.

McPherson College Employees shall act in a manner that neither compromises nor impairs, nor is likely to compromise or impair, their professional integrity in the performance of their duties. In particular, they shall make all business agreements clear and fair. McPherson College Employees shall uphold equity and dignity and conduct their affairs faithfully.

McPherson College Employees shall maintain the confidentiality of all information in the College's possession that is given to the College in confidence, or is of a private or sensitive nature, to the extent it is possible to do so consistently with the law and with the best interests of McPherson College.

Relationship by family or marriage shall constitute neither an advantage nor a disadvantage to employment by McPherson College, provided the individual meets and fulfills the appropriate College employment standards. Without approval of the President, no individual shall have compensation approved

by, or be assigned to a department under the direct supervision of, a relative as defined herein.

The College recognizes that there may be existing relationships that run contrary to this policy adopted on July 1, 1999. This policy is intended to prevent any new situations where relatives are employed in supervisory-subordinate relationships.

Under the above policy the following definitions are applicable:

A. **Relative** includes father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, grandparent-in-law, or domestic partner.

B. **Supervision** is generally defined as the authority to oversee the performance of another person's job duties. Supervision also includes the authority of an employee to schedule, assign, evaluate, commend, reward, promote, relieve, discipline, censure, demote, or remove another employee or substantially influence such actions for or against another employee.

There will be no video or audio recordings without the express permission of all involved parties except for the following:

1. Public events;
2. College sanctioned security cameras; or
3. By faculty and staff for educational or instructional purposes.

This prohibition includes student to student, employee to employee, employee to student and student to employee.

McPherson College Employees shall strive both to maintain and develop their professional competence and knowledge within their special fields, and to be aware of economic, scientific, technical, social, or other related disciplines relevant to their field of employment.

McPherson College Employees shall obey all valid laws and regulations relating to McPherson College's activities.

Any College employee who reports to outside agencies regarding conduct on the part of the College, or any of its employees, that he or she reasonably believes to be unlawful shall not be terminated or disciplined by the College. McPherson College employees are however encouraged to exhaust the College's internal remedies before involving outside agencies, insofar as this is reasonably possible.

The purpose of this Code of Ethics is to express high standards toward which McPherson College employees are expected to strive. It is not, however, to be interpreted as expressing or creating any legal duties owed by McPherson College or any McPherson College employee to any third parties. McPherson College understands that persons of good will may differ in their interpretation of the general standards expressed by this Code of Ethics.

This policy shall be reviewed periodically by the Administrative Team.

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## **ADM 150 – Sexual Harassment**

# Policy and Title IX Grievance Procedures

## ADM 150 – Sexual Harassment Policy and Title IX Grievance Procedures

### Sexual Harassment Policy

#### I. Policy Statement

McPherson College (the “College”) is committed to providing a learning, working, and living environment that promotes personal integrity, civility, and mutual respect in an environment free of discrimination on the basis of sex. The College considers Sexual Harassment in all its forms to be a serious offense. Consistent with the College’s Non-Discrimination Notice and the U.S. Department of Education’s implementing regulations for Title IX of the Education Amendments of 1972 (“Title IX”) (see 34 C.F.R. § 106 et seq.), Sexual Harassment constitutes a violation of this policy, is unacceptable, and will not be tolerated.

Sexual Harassment, whether verbal, physical, visual, digital, or Quid Pro Quo, is a form of prohibited sex discrimination, and Sexual Assault, Domestic Violence, Dating Violence, and Stalking are particularly severe forms of Sexual Harassment. These terms are further defined below.

Administrators, faculty members, staff, students, contractors, guests, and other members of the College community who commit Sexual Harassment are subject to the full range of College discipline including verbal reprimand; written reprimand; mandatory training, coaching, or counseling; mandatory monitoring; partial or full probation; partial or full suspension; fines; permanent separation from the institution (i.e., termination or dismissal); physical restriction from College property; cancellation of contracts; and any combination of the same.

The College will provide persons who have experienced Sexual Harassment ongoing remedies as reasonably necessary to restore or preserve access to the College's education programs and activities.

## II. Scope

This policy applies to Sexual Harassment that occurs within the College's Education Programs and Activities and that is committed by an administrator, faculty member, staff, student, contractor, guest, or other member of the College community.

This policy does not apply to Sexual Harassment that occurs off-campus, in a private setting, and outside the scope of the College's Education Programs and Activities; such sexual misconduct may be prohibited by the Student Code of Conduct if committed by a student, the Faculty Handbook if committed by a faculty member, or other College policies and standards if committed by an employee.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the College's Education Programs and Activities, such as a study abroad program. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student, the Faculty Handbook if committed by a faculty member, or other College policies and standards if committed by an employee.

## III. Title IX Statement

It is the policy of the College to comply with Title IX of the Education Amendments of 1972 and its implementing regulations, which prohibit discrimination based on sex in the College's educational programs and activities. Title IX and its implementing regulations also prohibit retaliation for asserting claims of sex discrimination. The College has designated the following Title IX Coordinator to coordinate its compliance with Title IX and to receive inquiries

regarding Title IX, including complaints of Sexual Harassment:

**Title IX Coordinator:**

Dan Falk

Associate VP for Student Affairs/Dean of Students

McPherson College

1600 East Euclid

McPherson KS 67460

(620) 242-0503

[falkd@mcpherson.edu](mailto:falkd@mcpherson.edu)

The College has also designated the following Deputy Title IX Coordinator to assist the Title IX Coordinator in carrying out his or her duties under this policy:

Matt Skillen

Dean of Faculty

(620) 242-0506

[skillenm@mcpherson.edu](mailto:skillenm@mcpherson.edu)

A person may also file a complaint of Sexual Harassment with the United States Department of Education's Office for Civil Rights regarding an alleged violation of Title IX by visiting [www2.ed.gov/about/offices/list/ocr/complaintintro.html](http://www2.ed.gov/about/offices/list/ocr/complaintintro.html) or by calling 1-800-421-3481.

#### IV. Definitions

A. "Sexual Harassment" is conduct on the basis of sex that constitutes Quid Pro Quo Sexual Harassment, Hostile Environment Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking.

B. "Quid Pro Quo Sexual Harassment" is an employee of the College conditioning the provision of an aid, benefit, or service of the College on an individual's participation in unwelcome sexual conduct.

C. "Hostile Environment Sexual Harassment" is unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively

denies a person access to the College's education programs and activities.

D. "Sexual Assault" includes the sex offenses of Rape, Sodomy, Sexual Assault with an Object, Fondling, Incest, and Statutory Rape.

1. "Rape" is the carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. There is "carnal knowledge" if there is the slightest penetration of the vagina or penis by the sexual organ of the other person. Attempted Rape is included.

2. "Sodomy" is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

3. "Sexual Assault with an Object" is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.

4. "Fondling" is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

5. "Incest" is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Kansas law.

6. "Statutory Rape" is sexual intercourse with a person who is under the statutory age of consent as defined by Kansas law.

E. "Domestic Violence" is felony or misdemeanor crimes of



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

F. "Dating Violence" is violence committed by a person –

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2. Where the existence of such a relationship will be determined based on a consideration of the following factors:

- The length of the relationship;
- The type of relationship; and
- The frequency of interaction between the persons involved in the relationship.

G. "Stalking" is engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- Fear for their safety or the safety of others; or
- Suffer substantial emotional distress.

H. "Consent" refers to words or actions that a reasonable person in the perspective of the Respondent would understand as agreement to engage in the sexual conduct at issue. A person who is Incapacitated is not capable of giving Consent.

I. "Incapacitated" refers to the state where a person does not appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition or disability, or due to a state of unconsciousness or sleep.

J. "Retaliation" is intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX and its implementing regulations or because an individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.

K. "Complainant" means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.

L. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.

M. "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that the College investigate the allegation of Sexual Harassment in accordance with this policy. At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in the College's education programs and activities. A "document filed by a Complainant" means a document or electronic submission (such as an email) that contains the Complainant's physical or electronic signature or otherwise indicates that the Complainant is the person filing the Complaint.

N. "Supportive Measures" are non-disciplinary, non-punitive individualized services offered, as appropriate, and reasonably available, and without fee or charge, that are designed to restore or preserve equal access to the College's Education Programs and Activities without unreasonably burdening another party, including measures designed to protect the safety of all parties implicated by a report or the College's education environment, or to deter Sexual Harassment. Supportive measures may include: counseling, extensions of academic or other deadlines, course-related adjustments, modifications to work or class schedules, campus escort services, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of campus, and other similar measures. Supportive Measures may also include mutual restrictions on contact between the parties implicated by a report.

O. "Education Programs and Activities" refers to all the operations of the College, including, but not limited to, in-person and online educational instruction, employment, research activities, extracurricular activities, athletics,

residence life, dining services, performances, and community engagement and outreach programs. The term applies to all activity that occurs on campus or on other property owned or occupied by the College. It also includes off-campus locations, events, or circumstances over which the College exercises substantial control over the Respondent and the context in which the Sexual Harassment occurs, including Sexual Harassment occurring in any building owned or controlled by a student organization that is officially recognized by the College.

#### V. Understanding Hostile Environment Sexual Harassment

In determining whether a hostile environment exists, the College will consider the totality of circumstances, including factors such as the actual impact the conduct has had on the Complainant; the nature and severity of the conduct at issue; the frequency and duration of the conduct; the relationship between the parties (including accounting for whether one individual has power or authority over the other); the respective ages of the parties; the context in which the conduct occurred; and the number of persons affected. The College will evaluate the totality of circumstances from the perspective of a reasonable person in the Complainant's position. A person's adverse subjective reaction to conduct is not sufficient, in and of itself, to establish the existence of a hostile environment.

The College encourages members of the College Community to report any and all instances of Sexual Harassment, even if they are unsure whether the conduct rises to the level of a policy violation.

Some specific examples of conduct that may constitute Sexual Harassment if unwelcome include, but are not limited to:

- Unreasonable pressure for a dating, romantic, or intimate relationship or sexual contact
- Unwelcome kissing, hugging, or massaging
- Sexual innuendos, jokes, or humor
- Displaying sexual graffiti, pictures, videos, or posters
- Using sexually explicit profanity

- Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities
- E-mail and Internet use that violates this policy
- Leering or staring at someone in a sexual way, such as staring at a person's breasts or groin
- Sending sexually explicit emails, text messages, or social media posts
- Commenting on a person's dress in a sexual manner
- Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship
- Insulting, demeaning, or degrading another person based on gender or gender stereotypes

## VI. Understanding Consent and Incapacitation

### A. Consent

Lack of consent is a critical factor in determining whether sexual violence has occurred. Consent is informed, freely given, and mutually understood. Consent requires an affirmative act or statement by each participant. Consent is not passive.

- If coercion, intimidation, threats, and/or physical force are used, there is no consent
- If a person is mentally or physically incapacitated or impaired by alcohol or drugs such that the person cannot understand the fact, nature, or extent of the sexual situation, there is no consent

□ Warning signs of when a person may be incapacitated due to drug and/or alcohol use include: slurred speech, falling down, passing out, and vomiting

- If a person is asleep or unconscious, there is no consent
- If a person is below the minimum age of consent in the applicable jurisdiction, there cannot be consent
- Consent to one form of sexual activity does not imply consent to other forms of sexual activity
- Consent can be withdrawn. A person who initially consents to sexual activity is deemed not to have consented to any sexual

activity that occurs after he or she withdraws consent

- Being in a romantic relationship with someone does not imply consent to any form of sexual activity
- Effective consent may not exist when there is a disparity in power between the parties (e.g., faculty/student, supervisor/employee)

## VII. Roles and Responsibilities

### A. Title IX Coordinator

It is the responsibility of the Title IX Coordinator to: (1) ensure the College's compliance with Title IX; (2) identify and address any patterns or systemic problems of sexual misconduct at the College; (3) coordinate dissemination of information and education and training programs; (4) receive Formal Complaints under this policy; (5) assist members of the College Community in understanding that sexual misconduct is prohibited by this policy; (6) answer questions about this policy; (7) ensure that employees and students are aware of the procedures for reporting and addressing complaints of Sexual Harassment; and (8) to implement the Title IX Grievance Procedures or to designate appropriate persons for implementing the Title IX Grievance Procedures. If designated, the Deputy Title IX Coordinator will assist the Title IX Coordinator in carrying out these responsibilities.

### B. Administrators, Deans, Department Chairs, and Other Managers

It is the responsibility of administrators, deans, department chairs, and other managers (i.e., those that formally supervise other employees) to:

- Inform employees under their direction or supervision of this policy
- Work with the Title IX Coordinator to implement education and training programs for employees and students
- Implement any corrective actions that are imposed as a result of findings of a violation of this policy

### C. Employees

Throughout this policy, the term “employees” includes all faculty, staff, and administrators. It is the responsibility of employees to review this policy and comply with it.

### D. Students

It is the responsibility of students to review this policy and comply with it.

## VIII. Reporting Sexual Harassment

Any person may report Sexual Harassment to the Title IX Coordinator. Reports may be made in person, by regular mail, telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. In-person reports must be made during normal business hours, but reports can be made by regular mail, telephone, or electronic mail at any time, including outside normal business hours. So that the College has sufficient information to follow up appropriately, reports should include: (1) the date(s) and time(s) of the alleged conduct; (2) the names of all person(s) involved in the alleged conduct, including possible witnesses; (3) all details outlining what happened; and (4) contact information for the Complainant.

The name and contact information for the Title IX Coordinator is:

Dan Falk

Associate VP for Student Affairs/Dean of Students

McPherson College

1600 East Euclid

McPherson KS 67460

(620) 242-0503

[falkd@mcpherson.edu](mailto:falkd@mcpherson.edu)

The College has also designated the following **Deputy Title IX Coordinator** to assist the Title IX Coordinator in carrying out

his or her duties under this policy:

Matt Skillen

Dean of Faculty

(620) 242-0506

[skillenm@mcpherson.edu](mailto:skillenm@mcpherson.edu)

In addition to reporting to the Title IX Coordinator or Deputy Title IX Coordinator, any person may report Sexual Harassment to any College employee with managerial authority over other employees, including cabinet members, deans, department heads, unit supervisors, and other managers (collectively "Reporting Officials") who must promptly forward such report of Sexual Harassment to the Title IX Coordinator.

All College employees have a duty to report sexual misconduct to the Title IX Coordinator or Deputy Title IX Coordinator when they receive a report of such conduct, witness such conduct, or otherwise obtain information about such conduct. This includes employees who may have a professional license requiring confidentiality if they are not employed by the College in that professional role. An employee not reporting sexual misconduct as required by this policy may be disciplined accordingly, up to and including termination. Employees using the Sexual Harrassment Incident Report Form may not anonymously report in order to meet their mandated reporting obligation under this policy.

## IX. Confidential Resources

If a victim desires to talk confidentially about his or her situation, there are resources available. The following resources are available to assist you and will not further disclose the information you provide, unless otherwise required to do so by law (e.g., if the victim is a minor):

- Contact Student Life for referral to Campus Spiritual Life contact
- McPherson County Sexual Assault/Domestic Violence Center  
1-800-701-3630

- SafeHope – McPherson, Harvey and Marion Counties – 800-487-0510 or 316-283-0350

- Mental health services available through

Linda Helmer

(620) 242-242-0404 or 2404 from campus extension

- Partners in Family Care

(620) 242-0404 or 2404 from campus extension

#### X. Special Advice for Individuals Reporting Sexual Assault, Domestic Violence, Dating Violence, or Stalking

If you believe you are the victim of Sexual Assault, Domestic Violence, or Dating Violence, do everything possible to preserve evidence by making certain that the crime scene is not disturbed. Preservation of evidence may be necessary for proof of the crime or in obtaining a protection order. For those who believe that they are victims of Sexual Assault, Domestic Violence, or Dating Violence, the College recommends the following:

- Get to a safe place as soon as possible.

- Try to preserve all physical evidence of the crime—avoid bathing, using the toilet, rinsing one's mouth or changing clothes. If it is necessary, put all clothing that was worn at the time of the incident in a paper bag, not a plastic one.

- Do not launder or discard bedding where the assault occurred- preserve for law enforcement

- Preserve all forms of electronic communication that occurred before, during, or after the assault

- Contact law enforcement by calling 911.

- Get medical attention – all medical injuries are not immediately apparent. This is also necessary to collect evidence in case the individual decides to press charges. Local hospitals have evidence collection kits necessary for criminal prosecution should the victim wish to pursue charges. Take a full change of clothing, including shoes, for use after a medical examination.

- Contact a trusted person, such as a friend or family member for support.



- Talk with a professional licensed counselor, College chaplain, or resident health care provider who can help explain options, give information, and provide emotional support.
- Make a report to the Title IX Coordinator.
- Explore this policy and avenues for resolution under the Title IX Grievance Process.

It is also important to take steps to preserve evidence in cases of Stalking, to the extent such evidence exists. Such evidence is more likely to be in the form of letters, emails, text messages, etc. rather than evidence of physical contact and violence. This type of non-physical evidence will also be useful in all types of Sexual Harassment investigations.

Once a report of Sexual Assault, Domestic Violence, Dating Violence, or Stalking is made, the victim has several options such as, but not limited to:

- obtaining Supportive Measures
- contacting parents or a relative
- seeking legal advice
- seeking personal counseling (always recommended)
- pursuing legal action against the perpetrator
- filing a Formal Complaint
- requesting that no further action be taken

The College's Student Affairs Department can assist individuals in obtaining a personal protection order ("PPO").

## XI. Preliminary Assessment

Upon receipt of a report made pursuant to Section VIII, the Title IX Coordinator will conduct a preliminary assessment to determine:

- Whether the conduct, as reported, falls or could fall within the scope of the policy specified in Section II; and
- Whether the conduct, as reported, constitutes or could constitute Sexual Harassment.

If the Title IX Coordinator determines that the conduct reported could not fall within the scope of the policy, and/or could not constitute Sexual Harassment, even if investigated, the Title Coordinator will close the matter and may notify the reporting party if doing so is consistent with the Family Educational Rights and Privacy Act ("FERPA"). The Title IX Coordinator may refer the report to other College offices, as appropriate.

If the Title IX Coordinator determines that the conduct reported could fall within the scope of the policy, and/or could constitute Sexual Harassment, if investigated, the Title IX Coordinator will proceed to contact the Complainant as specified in Section XII.

As part of the preliminary assessment, the Title IX Coordinator may take investigative steps to determine the identity of the Complainant, if such identity is not apparent from the report.

#### XII. Contacting the Complainant

If a report is not closed as a result of the preliminary assessment specified in Section XI and the Complainant's identity is known, the Title IX Coordinator will promptly contact the Complainant to discuss the availability of Supportive Measures specified in Section XIII; to discuss and consider the Complainant's wishes with respect to such Supportive Measures; to inform the Complainant of the availability of such Supportive Measures with or without filing a Formal Complaint; and to explain the process for filing and pursuing a Formal Complaint. The Complainant will also be provided options for filing complaints with the local police and information about resources that are available on campus and in the community.

#### XIII. Supportive Measures

If a report is not closed as a result of the preliminary assessment specified in Section XI, the College will offer and make available Supportive Measures to the Complainant regardless of whether the Complainant elects to file a Formal

Complaint.

Contemporaneously with the Respondent being notified of a Formal Complaint, the Title IX Coordinator will notify the Respondent of the availability of Supportive Measures for the Respondent, and the College will offer and make available Supportive Measures to the Respondent in the same manner in which it offers and makes them available to the Complainant. The College will also offer and make available Supportive Measures to the Respondent prior to the Respondent being notified of a Formal Complaint, if the Respondent requests such measures.

The College will maintain the confidentiality of Supportive Measures provided to either a Complainant or Respondent, to the extent that maintaining such confidentiality does not impair the College's ability to provide the Supportive Measures in question.

#### XIV. Interim Removal

At any time after receiving a report of Sexual Harassment, the Title IX Coordinator may remove a student Respondent from the College's education programs and activities on a temporary basis if an individualized safety and risk analysis determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment justifies removal. In the event the Title IX Coordinator imposes an interim removal, the Title IX Coordinator must offer to meet with the Respondent within twenty-four hours and provide the Respondent an opportunity to challenge the interim removal.

In the case of a Respondent who is a non-student employee (administrator, faculty, or staff), and in its discretion, the College may place the Respondent on administrative leave at any time after receiving a report of Sexual Harassment, including during the pendency of the investigation and adjudication process specified in Sections XIX and XXI.

For all other Respondents, including independent contractors and guests, the College retains broad discretion to prohibit such persons from entering onto its campus and other

properties at any time, and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

#### XV. Formal Complaint

A Complainant may file a Formal Complaint with the Title IX Coordinator requesting that the College investigate and adjudicate a report of Sexual Harassment in accordance with the provisions of Sections XIX and XXI. Provided, however, that at the time the Complainant submits a Formal Complaint, the Complainant must be participating in, or attempting to participate in, one or more of the College's education programs or activities.

A Complainant may file a Formal Complaint with the Title IX Coordinator in person, by regular mail, or by email using the contact information specified in Section VIII above. No person may submit a Formal Complaint on the Complainant's behalf.

In any case, including a case where a Complainant elects not to file a Formal Complaint, the Title IX Coordinator may file a Formal Complaint on behalf of the College if doing so is not clearly unreasonable. Such action will normally be taken in limited circumstances involving serious or repeated conduct or where the alleged perpetrator may pose a continuing threat to the College Community. Factors the Title IX Coordinator may consider include (but are not limited to): (a) was a weapon involved in the incident; (b) were multiple assailants involved in the incident; (c) is the accused a repeat offender; (d) does it involve the abuse and neglect of a minor or mentally impaired adult; and (e) does the incident create a risk of occurring again.

If the Complainant or the Title IX Coordinator files a Formal Complaint, then the College will commence an investigation as specified in Section XIX and proceed to adjudicate the matter as specified in Section XXI. In all cases where a Formal Complaint is filed, the Complainant will be treated as a party, irrespective of the party's level of participation.

In a case where the Title IX Coordinator files a Formal Complaint, the Title IX Coordinator will not act as a Complainant or otherwise as a party for purposes of the

investigation and adjudication processes.

#### XVI. Consolidation of Formal Complaints

The College may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of Sexual Harassment arise out of the same facts or circumstances. Where the investigation and adjudication process involve more than one Complainant or more than one Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable. A Formal Complaint of Retaliation may be consolidated with a Formal Complaint of Sexual Harassment.

#### XVII. Dismissal Prior to Commencement of Investigation

In a case where the Complainant files a Formal Complaint, the Title IX Coordinator will evaluate the Formal Complaint and must dismiss it if the Title IX Coordinator determines:

- The conduct alleged in the Formal Complaint would not constitute Sexual Harassment, even if proved; or
- The conduct alleged in the Formal Complaint falls outside the scope of the policy specified in Section II (i.e., because the alleged conduct did not occur in the College's Education Programs and Activities and/or the alleged conduct occurred outside the geographic boundaries of the United States).

In the event the Title IX Coordinator determines the Formal Complaint should be dismissed pursuant to this Section XVII, the Title IX Coordinator will provide written notice of dismissal to the parties and advise them of their right to appeal as specified in Section XXIII. The Title IX Coordinator may refer the subject matter of the Formal Complaint to other College offices, as appropriate. A dismissal pursuant to this Section XVII is presumptively a final determination for purposes of this policy, unless otherwise specified in writing by the Title IX Coordinator in the written notice of dismissal.

#### XVIII. Notice of Formal Complaint

Within five (5) days of the Title IX Coordinator receiving a

Formal Complaint, the Title IX Coordinator will transmit a written notice to the Complainant and Respondent that includes:

- A physical copy of this policy or a hyperlink to this policy;
- Sufficient details known at the time so that the parties may prepare for an initial interview with the investigator, to include the identities of the parties involved in the incident (if known), the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident (if known);
- A statement that the Respondent is presumed not responsible for the alleged Sexual Harassment and that a determination of responsibility will not be made until the conclusion of the adjudication and any appeal;
- Notifying the Complainant and Respondent of their right to be accompanied by an advisor of their choice, as specified in Section XXIV.
- Notifying the Complainant and Respondent of their right to inspect and review evidence as specified in Section XIX.D.
- Notifying the Complainant and Respondent of the College's prohibitions on retaliation and false statements specified in Sections XXXVI and XXXVII.
- Information about resources that are available on campus and in the community.

Should the College elect, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the College will provide a supplemental written notice describing the additional allegations to be investigated.

## XIX. Investigation

### A. Commencement and Timing

After the written notice of Formal Complaint is transmitted to the parties, an investigator selected by the Title IX Coordinator will undertake an investigation to gather evidence relevant to the alleged misconduct, including inculpatory and

exculpatory evidence. If a complaint involves alleged conduct on the part of the College's President, the College's Board of Trustees ("Board") will designate the investigator. If a complaint involves alleged conduct on the part of the Title IX Coordinator or any administrator ranked higher than the Title IX Coordinator, the President will designate the investigator. The burden of gathering evidence sufficient to reach a determination in the adjudication lies with the College and not with the parties.

The investigation will culminate in a written investigation report, specified in Section XIX.E, that will be submitted to the adjudicator during the selected adjudication process. Although the length of each investigation may vary depending on the totality of the circumstances, the College strives to complete each investigation within thirty (30) to forty-five (45) days of the transmittal of the written notice of Formal Complaint.

#### B. Equal Opportunity

During the investigation, the investigator will provide an equal opportunity for the parties to be interviewed, to present witnesses (including fact and expert witnesses), and to present other inculpatory and exculpatory evidence. Notwithstanding the foregoing, the investigator retains discretion to limit the number of witness interviews the investigator conducts if the investigator finds that testimony would be unreasonably cumulative, if the witnesses are offered solely as character references and do not have information relevant to the allegations at issue, or if the witnesses are offered to render testimony that is categorically inadmissible, such as testimony concerning sexual history of the Complainant, as specified in Section XXVI. The investigator will not restrict the ability of the parties to gather and present relevant evidence on their own.

The investigation is a party's opportunity to present testimonial and other evidence that the party believes is relevant to resolution of the allegations in the Formal Complaint. A party that is aware of and has a reasonable

opportunity to present particular evidence and/or identify particular witnesses during the investigation, and elects not to, will be prohibited from introducing any such evidence during the adjudication absent a showing of mistake, inadvertence, surprise, or excusable neglect.

#### C. Documentation of Investigation

The investigator will take reasonable steps to ensure the investigation is documented. Interviews of the parties and witnesses may be documented by the investigator's notes, audio recorded, video recorded, or transcribed. The particular method utilized to record the interviews of parties and witnesses will be determined by the investigator in the investigator's sole discretion, although whatever method is chosen shall be used consistently throughout a particular investigation.

#### D. Access to the Evidence

At the conclusion of the evidence-gathering phase of the investigation, but prior to the completion of the investigation report, the Investigating Officer will transmit to each party and their advisor, in either electronic or hard copy form, all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including evidence the College may choose not to rely on at any hearing and inculpatory or exculpatory evidence whether obtained from a party or some other source. Thereafter, the parties will have ten (10) days in which to submit to the investigator a written response, which the investigator will consider prior to completing the investigation report.

The parties and their advisors are permitted to review the evidence solely for the purposes of this grievance process and may not photograph or disseminate the evidence to the public.

#### E. Investigation Report

After the period for the parties to provide any written response as specified in Section XIX.D has expired, the investigator will complete a written investigation report that



fairly summarizes the various steps taken during the investigation, summarizes the relevant evidence collected, lists material facts on which the parties agree, and lists material facts on which the parties do not agree. When the investigation report is complete, the investigator will transmit a copy to the Title IX Coordinator. The investigator will also transmit the investigation report to each party and their advisor, in either electronic or hard copy form.

## XX. Adjudication Process Selection

After the investigator has sent the investigation report to the parties, the Title IX Coordinator will transmit to each party a notice advising the party of the two different adjudication processes specified in Section XXI. The notice will explain that the hearing process specified in Section XXI.A is the default process for adjudicating all Formal Complaints and will be utilized unless both parties voluntarily consent to administrative adjudication as specified in Section XXI.B as a form of informal resolution. The notice will be accompanied by a written consent to administrative adjudication and will advise each party that, if both parties execute the written consent to administrative adjudication, then the administrative adjudication process will be used in lieu of the hearing process. Parties are urged to carefully review this policy (including the entirety of Section XXI), consult with their advisor, and consult with other persons as they deem appropriate (including an attorney) prior to consenting to administrative adjudication.

Each party will have three (3) days from transmittal of the notice specified in this Section XX to return the signed written consent form to the Title IX Coordinator. If either party does not timely return the signed written consent, that party will be deemed not to have consented to administrative adjudication and the Formal Complaint will be adjudicated pursuant to the hearing process.

## XXI. Adjudication

### A. Hearing Process

The default process for adjudicating Formal Complaints is the hearing process specified in this Section XXI.A. The hearing process will be used to adjudicate all Formal Complaints unless both parties timely consent to administrative adjudication as specified in Section XX above.

#### 1. Hearing Officer

After selection of the hearing process as the form of administrative adjudication, the Title IX Coordinator will promptly appoint a hearing officer who will oversee the hearing process and render a determination of responsibility for the allegations in the Formal Complaint, at the conclusion of the hearing process. The Title IX Coordinator will see that the hearing officer is provided a copy of the investigation report and a copy of all evidence transmitted to the parties by the investigator as specified in Section XIX.D.

#### 2. Hearing Notice and Response to the Investigation Report

After the hearing officer is appointed by the Title IX Coordinator, the hearing officer will promptly transmit written notice to the parties notifying the parties of the hearing officer's appointment; setting a deadline for the parties to submit any written response to the investigation report; setting a date for the pre-hearing conference; setting a date and time for the hearing; and providing a copy of the College's Hearing Procedures. Neither the pre-hearing conference, nor the hearing itself, may be held any earlier than ten (10) days from the date of transmittal of the written notice specified in this Section XXI.A.2.

A party's written response to the investigation report must include:

- To the extent the party disagrees with the investigation report, any argument or commentary regarding such disagreement;
- Any argument that evidence should be categorically excluded from consideration at the hearing based on privilege, relevancy, the prohibition on the use of sexual history specified in Section XXVI, or for any other reason;

- A list of any witnesses that the party contends should be requested to attend the hearing pursuant to an attendance notice issued by the hearing officer;
- A list of any witnesses that the party intends to bring to the hearing without an attendance notice issued by the hearing officer;
- Any objection that the party has to the College's Hearing Procedures;
- Any request that the parties be separated physically during the pre-hearing conference and/or hearing;
- Any other accommodations that the party seeks with respect to the pre-hearing conference and/or hearing;
- The name and contact information of the advisor who will accompany the party at the pre-hearing conference and hearing;
- If the party does not have an advisor who will accompany the party at the hearing, a request that the College provide an advisor for purposes of conducting questioning as specified in Section XXI.A.5.

A party's written response to the investigation report may also include:

- Argument regarding whether any of the allegations in the Formal Complaint are supported by a preponderance of the evidence; and
- Argument regarding whether any of the allegations in the Formal Complaint constitute Sexual Harassment.

### 3. Pre-Hearing Conference

Prior to the hearing, the hearing officer will conduct a pre-hearing conference with the parties and their advisors. The pre-hearing conference will be conducted live, with simultaneous and contemporaneous participation by the parties and their advisors. By default, the pre-hearing conference will be conducted with the hearing officer, the parties, the advisors, and other necessary College personnel together in the same physical location. However, upon request of either party, the parties will be separated into different rooms with technology enabling the parties to participate simultaneously

and contemporaneously by video and audio.

In the hearing officer's discretion, the pre-hearing conference may be conducted virtually, by use of video and audio technology, where all participants participate simultaneously and contemporaneously by use of such technology.

During the pre-hearing conference, the hearing officer will discuss the hearing procedures with the parties; address matters raised in the parties' written responses to the investigation report, as the hearing officer deems appropriate; discuss whether any stipulations may be made to expedite the hearing; discuss the witnesses the parties have requested be served with notices of attendance and/or witnesses the parties plan to bring to the hearing without a notice of attendance; and resolve any other matters that the hearing officer determines, in the hearing officer's discretion, should be resolved before the hearing.

#### 4. Issuance of Notices of Attendance

After the pre-hearing conference, the hearing officer will transmit notices of attendance to any College employee (including administrator, faculty, or staff) or student whose attendance is requested at the hearing as a witness. The notice will advise the subject of the specified date and time of the hearing and advise the subject to contact the hearing officer immediately if there is a material and unavoidable conflict.

The subject of an attendance notice should notify any manager, faculty member, coach, or other supervisor, as necessary, if attendance at the hearing will conflict with job duties, classes, or other obligations. All such managers, faculty members, coaches, and other supervisors are required to excuse the subject of the obligation, or provide some other accommodation, so that the subject may attend the hearing as specified in the notice.

The College will not issue a notice of attendance to any witness who is not an employee or a student.

#### 5. Hearing

After the pre-hearing conference, the hearing officer will convene and conduct a hearing pursuant to the College's Hearing Procedures. The hearing will be audio recorded. The audio recording will be made available to the parties for inspection and review on reasonable notice, including for use in preparing any subsequent appeal.

The hearing will be conducted live, with simultaneous and contemporaneous participation by the parties and their advisors. By default, the hearing will be conducted with the hearing officer, the parties, the advisors, witnesses, and other necessary College personnel together in the same physical location. However, upon request of either party, the parties will be separated into different rooms with technology enabling the parties to participate simultaneously and contemporaneously by video and audio.

In the hearing officer's discretion, the hearing may be conducted virtually, by use of video and audio technology, where all participants participate simultaneously and contemporaneously by use of such technology.

While the Hearing Procedures and rulings from the hearing officer will govern the particulars of the hearing, each hearing will include, at a minimum:

- Opportunity for each party to address the hearing officer directly and to respond to questions posed by the hearing officer;
- Opportunity for each party's advisor to ask directly, orally, and in real time, relevant questions, and follow up questions, of the other party and any witnesses, including questions that support or challenge credibility;
- Opportunity for each party to raise contemporaneous objections to testimonial or non-testimonial evidence and to have such objections ruled on by the hearing officer and a reason for the ruling provided;
- Opportunity for each party to submit evidence that the party did not present during the investigation due to mistake, inadvertence, surprise, or excusable neglect;
- Opportunity for each party to make a brief closing argument.

Except as otherwise permitted by the hearing officer, the hearing will be closed to all persons except the parties, their advisors, the investigator, the hearing officer, the Title IX Coordinator, and other necessary College personnel. With the exception of the investigator and the parties, witnesses will be sequestered until such time as their testimony is complete.

During the hearing, the parties and their advisors will have access to the investigation report and evidence that was transmitted to them pursuant to Section XIX.D.

While a party has the right to attend and participate in the hearing with an advisor, a party and/or advisor who materially and repeatedly violates the rules of the hearing in such a way as to be materially disruptive, may be barred from further participation and/or have their participation limited, as the case may be, in the discretion of the hearing officer.

Subject to the minimum requirements specified in this Section XXI.A.5, the hearing officer will have sole discretion to determine the manner and particulars of any given hearing, including with respect to the length of the hearing, the order of the hearing, and questions of admissibility. The hearing officer will independently and contemporaneously screen questions for relevance in addition to resolving any contemporaneous objections raised by the parties and will explain the rationale for any evidentiary rulings.

The hearing is not a formal judicial proceeding and strict rules of evidence do not apply. The hearing officer will have discretion to modify the Hearing Procedures, when good cause exists to do so, and provided the minimal requirements specified in this Section XXI.A.5 are met.

#### 6. Subjection to Questioning

In the event that any party or witness refuses to attend the hearing, or attends but refuses to submit to questioning by the parties' advisors, the statements of that party or witness, as the case may be, whether given during the investigation or during the hearing, will not be considered by the hearing officer in reaching a determination of

responsibility.

Notwithstanding the foregoing, the hearing officer may consider the testimony of any party or witness, whether given during the investigation or during the hearing, if the parties jointly stipulate that the testimony may be considered or in the case where neither party requested attendance of the witness at the hearing.

In applying this Section XXI.A.6, the hearing officer will not draw an inference about the determination regarding responsibility based solely on a party or a witness's absence from the live hearing and/or refusal to submit to questioning by the parties' advisors.

#### 7. Deliberation and Determination

After the hearing is complete, the hearing officer will objectively evaluate all relevant evidence collected during the investigation, including both inculpatory and exculpatory evidence, together with testimony and non-testimony evidence received at the hearing, and ensure that any credibility determinations made are not based on a person's status as a Complainant, Respondent, or witness. The hearing officer will take care to exclude from consideration any evidence that was ruled inadmissible at the pre-hearing conference, during the hearing, or by operation of Section XXI.A.6. The hearing officer will resolve disputed facts using a preponderance of the evidence (i.e., "more likely than not") standard and reach a determination regarding whether the facts that are supported by a preponderance of the evidence constitute one or more violations of the policy as alleged in the Formal Complaint.

#### 8. Discipline and Remedies

In the event the hearing officer determines that the Respondent is responsible for violating this policy, the hearing officer will, prior to issuing a written decision, consult with an appropriate College official with disciplinary authority over the Respondent and such official will determine any discipline to be imposed. The hearing officer will also, prior to issuing a written decision, consult with the Title IX Coordinator who will determine whether and to what extent

ongoing support measures or other remedies will be provided to the Complainant.

#### 9. Written Decision

After reaching a determination and consulting with the appropriate College official and Title IX Coordinator as required by Section XXI.A.8, the hearing officer will prepare a written decision that will include:

- Identification of the allegations potentially constituting Sexual Harassment made in the Formal Complaint;
- A description of the procedural steps taken by the College upon receipt of the Formal Complaint, through issuance of the written decision, including notification to the parties, interviews with the parties and witnesses, site visits, methods used to gather non-testimonial evidence, and the date, location, and people who were present at or presented testimony at the hearing.
- Articulate findings of fact, made under a preponderance of the evidence standard, that support the determination;
- A statement of, and rationale for, each allegation that constitutes a separate potential incident of Sexual Harassment, including a determination regarding responsibility for each separate potential incident;
- The discipline determined by the appropriate College official as referenced in Section XXI.A.8;
- Whether the Complainant will receive any ongoing support measures or other remedies as determined by the Title IX Coordinator; and
- A description of the College's process and grounds for appeal, as specified in Section XXIII.

The hearing officer's written determination will be transmitted to the parties. Transmittal of the written determination to the parties concludes the hearing process, subject to any right of appeal as specified in Section XXIII.

Although the length of each adjudication by hearing will vary depending on the totality of the circumstances, the College strives to issue the hearing officer's written determination within fourteen (14) days of the conclusion of the hearing.



## B. Administrative Adjudication

In lieu of the hearing process, the parties may consent to have a Formal Complaint resolved by administrative adjudication as a form of informal resolution. Administrative adjudication is voluntary and must be consented to in writing by both parties and approved by the Title IX Coordinator as specified in Section XX. At any time prior to the issuance of the administrative officer's determination, a party has the right to withdraw from administrative adjudication and request a live hearing as specified in Section XXI.A.

If administrative adjudication is selected, the Title IX Coordinator will appoint an administrative officer. The Title IX Coordinator will see that the administrative adjudicator is provided a copy of the investigation report and a copy of all the evidence transmitted to the parties by the investigator as specified in Section XIX.D.

The administrative officer will promptly send written notice to the parties notifying the parties of the administrative officer's appointment; setting a deadline for the parties to submit any written response to the investigation report; and setting a date and time for each party to meet with the administrative officer separately. The administrative officer's meetings with the parties will not be held any earlier than ten (10) days from the date of transmittal of the written notice specified in this paragraph.

A party's written response to the investigation report must include:

- To the extent the party disagrees with the investigation report, any argument or commentary regarding such disagreement;
- Any argument that a particular piece or class of evidence should be categorically excluded from consideration at the hearing based on privilege, relevancy, the prohibition on the use of sexual history specified in Section XXVI, or for any other reason;
- Argument regarding whether any of the allegations in the Formal Complaint are supported by a preponderance of the

evidence;

- Argument regarding whether any of the allegations in the Formal Complaint constitute Sexual Harassment.

After reviewing the parties' written responses, the administrative officer will meet separately with each party to provide the party with an opportunity make any oral argument or commentary the party wishes to make and for the administrative officer to ask questions concerning the party's written response, the investigative report, and/or the evidence collected during the investigation.

After meeting with each party, the administrative officer will objectively reevaluate all relevant evidence, including both inculpatory and exculpatory evidence and ensure that any credibility determinations made are not based on a person's status as a Complainant, Respondent, or witness. The administrative officer will take care to exclude from consideration any evidence that the administrative officer determines should be ruled inadmissible based on the objections and arguments raised by the parties in their respective written responses to the investigation report. The administrative officer will resolve disputed facts using a preponderance of the evidence (i.e., "more likely than not") standard and reach a determination regarding whether the facts that are supported by a preponderance of the evidence constitute one or more violations of the policy as alleged in the Formal Complaint.

Thereafter, the administrative officer will consult with any College official and the Title IX Coordinator, in the manner specified in Section XXI.A.7 and will prepare and transmit a written decision in the manner as specified in Section XXI.A.8 which shall serve as a resolution for purposes of informal resolution.

Transmittal of the administrative officer's written determination concludes the administrative adjudication, subject to any right of appeal as specified in Section XXIII. Although the length of each administrative adjudication will vary depending on the totality of the circumstances, the

College strives to issue the administrative officer's written determination within twenty-one (21) days of the transmittal of the initiating written notice specified in this Section XXI.B.

#### XXII. Dismissal During Investigation or Adjudication

The College may dismiss a Formal Complaint at any point during the investigation or adjudication process if the Title IX Coordinator determines that any one or more of the following is true:

- The Complainant provides the Title IX Coordinator written notice that the Complainant wishes to withdraw the Formal Complaint or any discrete allegations therein (in which case those discrete allegations may be dismissed);
- The Respondent is no longer enrolled or employed by the College, as the case may be; or
- Specific circumstances prevent the College from gathering evidence sufficient to reach a determination as to the Formal Complaint, or any discrete allegations therein (in which case those discrete allegations may be dismissed).

In the event the Title IX Coordinator determines that a Formal Complaint should be dismissed pursuant to this Section XXII, the Title IX Coordinator will provide written notice of dismissal to the parties and advise them of their right to appeal as specified in Section XXII. The Title IX Coordinator may refer the subject matter of the Formal Complaint to other College offices, as appropriate. A dismissal pursuant to this Section XXII is presumptively a final determination as it pertains to this policy, unless otherwise specified in writing by the Title IX Coordinator in the written notice of dismissal.

#### XXIII. Appeal

Either party may appeal the determination of an adjudication, or a dismissal of a Formal Complaint, on one or more of the following grounds:

- A procedural irregularity affected the outcome;
- There is new evidence that was not reasonably available at the time the determination or dismissal was made, that could

have affected the outcome;

- The Title IX Coordinator, investigator, hearing officer, or administrative officer, as the case may be, had a conflict of interest or bias for or against complainants or respondents generally, or against the individual Complainant or Respondent, that affected the outcome.

No other grounds for appeal are permitted.

A party must file an appeal within seven (7) days of the date they receive notice of dismissal or determination appealed from or, if the other party appeals, within three (3) days of the other party appealing, whichever is later. The appeal must be submitted in writing to the designated appeal officer.

The appeal must specifically identify the determination and/or dismissal appealed from, articulate which one or more of the three grounds for appeal are being asserted, explain in detail why the appealing party believes the appeal should be granted, and articulate what specific relief the appealing party seeks.

Promptly upon receipt of an appeal, the appeal officer will conduct an initial evaluation to confirm that the appeal is timely filed and that it invokes at least one of the permitted grounds for appeal. If the appeal officer determines that the appeal is not timely, or that it fails to invoke a permitted ground for appeal, the appeal officer will dismiss the appeal and provide written notice of the same to the parties.

If the appeal officer confirms that the appeal is timely and invokes at least one permitted ground for appeal, the appeal officer will provide written notice to the other party that an appeal has been filed and that the other party may submit a written opposition to the appeal within seven (7) days. The appeal officer shall also promptly obtain from the Title IX Coordinator any records from the investigation and adjudication necessary to resolve the grounds raised in the appeal.

Upon receipt of any opposition, or after the time period for submission of an opposition has passed without one being filed, the appeal officer will promptly decide the appeal and

transmit a written decision to the parties that explains the outcome of the appeal and the rationale.

The determination of a Formal Complaint, including any discipline, becomes final when the time for appeal has passed with no party filing an appeal or, if any appeal is filed, at the point when the appeal officer has resolved all appeals, either by dismissal or by transmittal of a written decision.

No further review beyond the appeal is permitted.

Although the length of each appeal will vary depending on the totality of the circumstances, the College strives to issue the appeal officer's written decision within (21) days of an appeal being filed.

#### XXIV. Advisor of Choice

From the point a Formal Complaint is made, and until an investigation, adjudication, and appeal are complete, the Complainant and Respondent will have the right to be accompanied by an advisor of their choice to all meetings, interviews, and hearings that are part of the investigation, adjudication, and appeal process. The advisor may be, but is not required to be, an attorney.

Except for the questioning of witnesses during the hearing specified in Section XXI.A.5, the advisor will play a passive role and is not permitted to communicate on behalf of a party, insist that communication flow through the advisor, or communicate with the College about the matter without the party being included in the communication. In the event a party's advisor of choice engages in material violation of the parameters specified in this Section XXIV and Section XXI.A.5, the College may preclude the advisor from further participation, in which case the party may select a new advisor of their choice.

In the event a party is not able to secure an advisor to attend the hearing specified in Section XXI.A.5, and requests the College to provide an advisor, the College will provide the party an advisor, without fee or charge, who will conduct questioning on behalf of the party at the hearing. The College will have sole discretion to select the advisor it provides.

The advisor the College provides may be, but is not required to be, an attorney.

The College is not required to provide a party with an advisor in any circumstance except where the party does not have an advisor present at the hearing specified in Section XXI.A.5 and requests that the College provide an advisor.

#### XXV. Treatment Records and Other Privileged Information

During the investigation and adjudication processes, the investigator and adjudicator, as the case may be, are not permitted to access, consider, disclose, permit questioning concerning, or otherwise use:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party; or
- Information or records protected from disclosure by any other legally-recognized privilege, such as the attorney client privilege;

unless the College has obtained the party's voluntary, written consent to do so for the purposes of the investigation and adjudication process.

Notwithstanding the foregoing, the investigator and/or adjudicator, as the case may be, may consider any such records or information otherwise covered by this Section XXV if the party holding the privilege affirmatively discloses the records or information to support their allegation or defense, as the case may be.

#### XXVI. Sexual History

During the investigation and adjudication processes, questioning regarding a Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged, or if the questions and evidence concern specific incidents of the Complainant's prior

sexual behavior with respect to the Respondent and are offered to prove consent. Notwithstanding the foregoing, a Complainant who affirmatively uses information otherwise considered irrelevant by this Section XXVI for the purpose of supporting the Complainant's allegations, may be deemed to have waived the protections of this Section XXVI.

#### XXVII. Informal Resolution

At any time after the parties are provided written notice of the Formal Complaint as specified in Section XVIII, and before the completion of any appeal specified in Section XXIII, the parties may voluntarily consent, with the Title IX Coordinator's approval, to engage in mediation, facilitated resolution, or other form of dispute resolution the goal of which is to enter into a final resolution resolving the allegations raised in the Formal Complaint by agreement of the parties. Administrative Adjudication as specified in Section XXI.B is a form of informal resolution.

The specific manner of any informal resolution process will be determined by the parties and the Title IX Coordinator, in consultation together. Prior to commencing the informal resolution process agreed upon, the Title IX Coordinator will transmit a written notice to the parties that:

- Describes the parameters and requirements of the informal resolution process to be utilized;
- Identifies the individual responsible for facilitating the informal resolution (who may be the Title IX Coordinator, another College official, or a suitable third-party);
- Explains the effect of participating in informal resolution and/or reaching a final resolution will have on a party's ability to resume the investigation and adjudication of the allegations at issue in the Formal Complaint; and
- Explains any other consequence resulting from participation in the informal resolution process, including a description of records that will be generated, maintained, and/or shared.

After receiving the written notice specified in this paragraph, each party must voluntarily provide written consent to the Title IX Coordinator, before the informal resolution

may commence.

During the pendency of the informal resolution process, the investigation and adjudication processes that would otherwise occur are stayed and all related deadlines are suspended.

If the parties reach a resolution through the informal resolution process, and the Title IX Coordinator agrees that the resolution is not clearly unreasonable, the Title IX Coordinator will reduce the terms of the agreed resolution to writing and present the resolution to the parties for their written signature. Once both parties and the Title IX Coordinator sign the resolution, the resolution is final, and the allegations addressed by the resolution are considered resolved and will not be subject to further investigation, adjudication, remediation, or discipline by the College, except as otherwise provided in the resolution itself, absent a showing that a party induced the resolution by fraud, misrepresentation, or other misconduct or where required to avoid a manifest injustice to either party or to the College. Notwithstanding the forgoing if the form of informal resolution is Administrative Adjudication as specified in Section XXI.B, there shall not be an agreed resolution requiring the parties' signatures; instead, the determination issued by the administrative officer shall serve as the resolution and conclude the informal resolution process, subject only to any right of appeal. With the exception of a resolution resulting from the Administrative Adjudication process specified in Section XXI.B, all other forms of informal resolution pursuant to this Section XXVII are not subject to appeal.

A party may withdraw their consent to participate in informal resolution at any time before a resolution has been finalized. Absent extension by the Title IX Coordinator, any informal resolution process must be completed within twenty-one (21) days. If an informal resolution process does not result in a resolution within twenty-one (21) days, and absent an extension, abeyance, or other contrary ruling by the Title IX Coordinator, the informal resolution process will be deemed



terminated, and the Formal Complaint will be resolved pursuant to the investigation and adjudication procedures. The Title IX Coordinator may adjust any time periods or deadlines in the investigation and/or adjudication process that were suspended due to the informal resolution.

Other language in this Section XXVII notwithstanding, informal resolution will not be permitted if the Respondent is a non-student employee accused of committing Sexual Harassment against a student.

#### XXVIII. Presumption of Non-Responsibility

From the time a report or Formal Complaint is made, a Respondent is presumed not responsible for the alleged misconduct until a determination regarding responsibility is made final.

#### XXIX. Resources

Any individual affected by or accused of Sexual Harassment will have equal access to support and counseling services offered through the College. The College encourages any individual who has questions or concerns to seek support of College identified resources. The Title IX Coordinator is available to provide information about the College's policy and procedure and to provide assistance. A list of College identified resources list is located at the following link: <https://wwi.mcpherson.edu/human-resources/>

#### XXX. Conflicts of Interest, Bias, and Procedural Complaints

The Title IX Coordinator, investigator, hearing officer, administrative officer, appeals officer, and informal resolution facilitator will be free of any material conflicts of interest or material bias. Any party who believes one or more of these College officials has a material conflict of interest or material bias must raise the concern promptly so that the College may evaluate the concern and find a substitute, if appropriate. The failure of a party to timely raise a concern of a conflict of interest or bias may result in a waiver of the issue for purposes of any appeal specified in Section XXIII or otherwise.

#### XXXI. Objections Generally

Parties are expected to raise any objections, concerns, or complaints about the investigation, adjudication, and appeals process in a prompt and timely manner so that the College may evaluate the matter and address it, if appropriate.

#### XXXII. Academic Freedom

While the College is committed to the principles of free inquiry and free expression, sexual misconduct is neither legally protected expression nor the proper exercise of academic freedom.

#### XXXIII. Relationship With Criminal Process

This policy sets forth the College's processes for responding to reports and Formal Complaints of Sexual Harassment. The College's processes are separate, distinct, and independent of any criminal processes. While the College may temporarily delay its processes under this policy to avoid interfering with law enforcement efforts if requested by law enforcement, the College will otherwise apply this policy and its processes without regard to the status or outcome of any criminal process.

#### XXXIV. Recordings

Wherever this policy specifies that an audio or video recording will be made, the recording will be made only by the College and is considered property of the College, subject to any right of access that a party may have under this policy, FERPA, and other applicable federal, state, or local laws. Only the College is permitted to make audio or video recordings under this policy. The surreptitious recording of any meeting, interview, hearing, or other interaction contemplated under this policy is strictly prohibited. Any party who wishes to transcribe a hearing by use of a transcriptionist must seek pre-approval from the hearing officer.

#### XXXV. Vendors, Contractors and Third Parties

The College does business with various vendors, contractors, and other third-parties who are not students or employees of the College. Notwithstanding any rights that a given vendor,

contractor, or third-party Respondent may have under this policy, the College retains its right to limit any vendor, contractor, or third-party's access to campus for any reason. And the College retains all rights it enjoys by contract or law to terminate its relationship with any vendor, contractor, or third-party irrespective of any process or outcome under this policy.

#### XXXVI. Bad Faith Complaints and False Information

It is a violation of this policy for any person to submit a report or Formal Complaint that the person knows, at the time the report or Formal Complaint is submitted, to be false or frivolous. It is also a violation of this policy for any person to knowingly make a materially false statement during the course of an investigation, adjudication, or appeal under this policy. Violations of this Section XXXVI are not subject to the investigation and adjudication processes in this policy; instead, they will be addressed under the Code of Student Conduct in the case of students and other College policies and standards, as applicable, for other persons.

#### XXXVII. Retaliation

It is a violation of this policy to engage in Retaliation. Reports and Formal Complaints of retaliation may be made in the manner specified in Sections VIII and XV. Any report or Formal Complaint of Retaliation will be processed under this policy in the same manner as a report or Formal Complaint of Sexual Harassment, as the case may be. The College retains discretion to consolidate a Formal Complaint of Retaliation with a Formal Complaint of Sexual Harassment for investigation and/or adjudication purposes if the two Formal Complaints share a common nexus.

#### XXXVIII. Confidentiality

The College will keep confidential the identity of any individual who has made a report or Formal Complaint of Sexual Harassment or Retaliation including any Complainant, the identity of any individual who has been reported to be a perpetrator of Sexual Harassment or Retaliation including any Respondent, and the identity of any witness. The College will

also maintain the confidentiality of its various records generated in response to reports and Formal Complaints, including, but not limited to, information concerning Supportive Measures, notices, investigation materials, adjudication records, and appeal records. Notwithstanding the foregoing, the College may reveal the identity of any person or the contents of any record if permitted by FERPA, if necessary to carry out the College's obligations under Title IX and its implementing regulations including the conduct of any investigation, adjudication, or appeal under this policy or any subsequent judicial proceeding, or as otherwise required by law. Further, notwithstanding the College's general obligation to maintain confidentiality as specified herein, the parties to a report or Formal Complaint will be given access to investigation and adjudication materials in the circumstances specified in this policy.

While the College will maintain confidentiality specified in this Section XXXVIII, the College will not limit the ability of the parties to discuss the allegations at issue in a particular case. Parties are advised, however, that the manner in which they communicate about, or discuss a particular case, may constitute Sexual Harassment or Retaliation in certain circumstances and be subject to discipline pursuant to the processes specified in this policy.

Note that certain types of Sexual Harassment are considered crimes for which the College must disclose crime statistics in its Annual Security Report that is provided to the campus community and available to the public. These disclosures will be made without including personally identifying information.

#### XXXIX. Amnesty

The College recognizes that an individual who has been drinking alcohol or using drugs may be hesitant to report Sexual Harassment. To encourage reporting, the College will not take disciplinary action for drug or alcohol use against an individual making a good faith report of Sexual Harassment, either as the Complainant or as a witness, provided that these conduct violations did not and do not place the health or

safety of any other person at risk. The College may, however, require the reporting individual to attend a course or pursue other educational interventions related to alcohol and drugs. The College's commitment to amnesty in these situations does not prevent action by police or other legal authorities against an individual who has illegally consumed alcohol or drugs.

#### XL. Other Violations of this Policy

Alleged violations of this policy, other than violations of the prohibitions on Sexual Harassment and Retaliation, will be subject to review under the Student Code of Conduct for students, the Faculty Handbook for faculty, or other College policies and standards for employees.

#### XLI. Signatures and Form of Consent

For purposes of this policy, either a physical signature or digital signature will be sufficient to satisfy any obligation that a document be signed. Where this policy provides that written consent must be provided, consent in either physical or electronic form, containing a physical or digital signature, as the case may be, will suffice.

#### XLII. Deadlines, Time, Notices, and Method of Transmittal

Where this policy specifies a period of days by which some act must be performed, the following method of calculation applies:

- Exclude the day of the event that triggers the period;
- Count every day, including intermediate Saturdays, Sundays, and legal holidays recognized by the federal government;
- Include the last day of the period until 5:00 p.m. central time, but if the last day is a Saturday, Sunday, or legal holiday recognized by the federal government, the period continues to run until 5:00 p.m. central time on the next day that is not a Saturday, Sunday, or legal holiday recognized by the federal government.

All deadlines and other time periods specified in this policy are subject to modification by the College where, in the College's sole discretion, good cause exists. Good cause may include, but is not limited to, the unavailability of parties

or witnesses; the complexities of a given case; extended holidays or closures; sickness of the investigator, adjudicator, or the parties; the need to consult with the College's legal counsel; unforeseen weather events; and the like.

Any party who wishes to seek an extension of any deadline or other time period may do so by filing a request with the investigator, hearing officer, administrative officer, appeal officer, or Title IX Coordinator, as the case may be, depending on the phase of the process. Such request must state the extension sought and explain what good cause exists for the requested extension. The College officer resolving the request for extension may, but is not required to, give the other party an opportunity to object. Whether to grant such a requested extension will be in the sole discretion of the College.

The parties will be provided written notice of the modification of any deadline or time period specified in this policy, along with the reasons for the modification.

Where this policy refers to notice being given to parties "simultaneously," notice will be deemed simultaneous if it is provided in relative proximity on the same day. It is not necessary that notice be provided at exactly the same hour and minute.

Unless otherwise specified in this policy, the default method of transmission for all notices, reports, responses, and other forms of communication specified in this policy will be email using College email addresses.

A party is deemed to have received notice upon transmittal of an email to their College email address. In the event notice is provided by mail, a party will be deemed to have received notice three (3) days after the notice in question is postmarked.

Any notice inviting or requiring a party or witness to attend a meeting, interview, or hearing will be provided with sufficient time for the party to prepare for the meeting, interview, or hearing as the case may be, and will include

relevant details such as the date, time, location, purpose, and participants. Unless a specific number of days is specified elsewhere in this policy, the sufficient time to be provided will be determined in the sole discretion of the College, considering all the facts and circumstances, including, but not limited to, the nature of the meeting, interview, or hearing; the nature and complexity of the allegations at issue; the schedules of relevant College officials; approaching holidays or closures; and the number and length of extensions already granted.

#### XLIII. Other Forms of Discrimination

This policy applies only to Sexual Harassment. Complaints of other forms of sex discrimination are governed by the College's ADM 180 McPherson College Policy Against Discrimination, Harassment, and Retaliation and Complaint Procedures.

#### XLIV. Education

Because the College recognizes that the prevention of sexual misconduct is important, it offers educational programming to a variety of groups such as: campus personnel; incoming students and new employees participating in orientation; and members of student organizations. Among other elements, such training will cover relevant definitions, procedures, and sanctions; will provide safe and positive options for bystander intervention; and will provide risk reduction information, including recognizing warning signs of abusive behavior and how to avoid potential attacks. To learn more about education resources, please contact the Title IX Coordinator or Deputy Title IX Coordinator.

#### XLV. Outside Appointments, Dual Appointments, and Delegations

The College retains discretion to retain and appoint suitably qualified persons who are not College employees to fulfill any function of the College under this policy, including, but not limited to, the investigator, hearing officer, administrative officer, informal resolution officer, and/or appeals officer. The College also retains discretion to appoint two or more persons to jointly fulfill the role of investigator, hearing

officer, administrative officer, informal resolution officer, and/or appeals officer.

The functions assigned to a given College official under this policy, including but not limited to the functions assigned to the Title IX Coordinator, investigator, hearing officer, administrative officer, informal resolution officer, and appeals officer, may, in the College's discretion, be delegated by such College official to any suitably qualified individual and such delegation may be recalled by the College at any time.

#### XLVI. Training

The College will ensure that College officials acting under this policy, including but not limited to the Title IX Coordinator, investigators, hearing officers, administrative officers, informal resolution facilitators, College provided advisors, and appeals officers receive training in compliance with 34 C.F.R. § 106.45(b)(1)(iii) and any other applicable federal or state law.

#### XLVII. Recordkeeping

The College will retain those records specified in 34 C.F.R. § 106.45(b)(10) for a period of seven years after which point in time they may be destroyed, or continue to be retained, in the College's sole discretion. The records specified in 34 C.F.R. § 106.45(b)(10) will be made available for inspection, and/or published, to the extent required by 34 C.F.R. § 106.45(b)(10) and consistent with any other applicable federal or state law, including FERPA.

#### XLVIII. Definitions

Words used in this policy will have those meanings defined herein and if not defined herein will be construed according to their plain and ordinary meaning.

#### XLIX. Discretion in Application

The College retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the College's interpretation or application differs from the



interpretation of the parties.

Despite the College's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the College retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy and the Hearing Procedures referenced in Section XXI.A.5 are not contractual in nature, whether in their own right, or as part of any other express or implied contract. Accordingly, the College retains discretion to revise this policy and the Hearing Procedures at any time, and for any reason. The College may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

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## **ADM 160 – Changes in Policies and Procedures**

McPherson College is a dynamic institution and changes in Policies and Procedures are expected to occur from time to time.

Changes in the Policies and Procedures outlined in this online Policy and Procedure System will be posted to the college's intranet site so that employees are kept current.

Recommendations from employees for change will be considered within the limits of available college resources.

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**ADM**

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# **Nondiscrimination/Equal Employment Opportunity Statement**

In accordance with state and federal law, McPherson College does not discriminate on the basis of race, creed, color, religion, national origin, ancestry, citizenship status, age, disability, sex, marital status, veteran status, genetic information, sexual orientation, pregnancy or related condition or any other legally protected characteristic, in the hiring process, during employment, and in the operation of all College programs, activities, and services, including, but not limited to, academics, athletics, other extracurricular activities, the awarding of student financial aid, recruitment, admissions, and housing.

Persons having inquiries concerning the College's compliance with this policy or any laws and regulations prohibiting discrimination are directed to contact the following:

- A current student or potential student with questions or concerns about any type of discrimination is encouraged to bring these issues to the attention of the Associate Vice President, Dean of Students, Dan Falk, (620) 242-0503, [falkd@mcpherson.edu](mailto:falkd@mcpherson.edu). Additionally, any member of the college's administration may be contacted with questions or concerns.
- An employee with questions or concerns about any type of discrimination in the workplace or an applicant, who has applied for an open position at McPherson College, is

encouraged to bring these issues to the attention of the Director of Human Resources, who may be contacted at: (620) 242-0454 or [stocklib@mcpherson.edu](mailto:stocklib@mcpherson.edu). Additionally, employees should feel free to raise concerns of discrimination with their immediate supervisors at any time.

- Questions or concerns regarding the College's compliance with Title IX and its prohibition of sex discrimination may be directed to the Title IX Coordinator. McPherson has designated the following Title IX Coordinator as named in the College's Sexual Harassment Policy.

**Title IX Coordinator:**

Dan Falk

Associate VP for Student Affairs/Dean of Students

McPherson College

1600 East Euclid

McPherson KS 67460

(620) 242-0503

[falkd@mcpherson.edu](mailto:falkd@mcpherson.edu)

The College has also designated the following Deputy Title IX Coordinator to assist the Title IX Coordinator in carrying out his or her duties under this policy:

Matt Skillen

Dean of Faculty

(620) 242-0506

[skillenm@mcpherson.edu](mailto:skillenm@mcpherson.edu)

- For questions or concerns related to the Americans with Disabilities Act or Section 504 of the Rehabilitation Act, please contact:

Office of Advising and Student Success

Linda Barrett

1600 East Euclid

McPherson College  
McPherson KS 67460

barrettb@mcpherson.edu

620-242-0510

- For all other inquiries related to discrimination at the College, please contact:

Brenda Jill Stocklin-Smith, M.Ed.

1600 East Euclid

Human Resources

McPherson College

McPherson KS 67460

(620) 242-0454

[stocklib@mcpherson.edu](mailto:stocklib@mcpherson.edu)

- The U.S. Department of Education's Office for Civil Rights (OCR) enforces discrimination laws related to race, color, national origin, sex, disability, and age. Complaints related to these protected classes can also be filed with OCR by visiting:

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

*No individual will be subject to any form of retaliation, discipline, or other adverse action for reporting conduct in violation of the College's nondiscrimination/EE0 policy, assisting/cooperating in making a complaint, or assisting with the investigation of a complaint. Any individual who believes they have experienced or witnessed retaliation should immediately notify the appropriate member(s) of the administration as identified above. Those found to be engaging in any type of discrimination in violation of the law or College policy will be subject to disciplinary action, up to and including expulsion or termination of employment.*

[Administrative Policy #180, Policy against Discrimination,](#)

[Harassment and Retaliation and Complaint Procedures](#) explains the process for an individual to file a complaint.

In addition, the following policies and procedures are utilized by McPherson in addressing various forms of discrimination complaints:

- [Administrative Policy 150: Sexual Harassment Policy and Title IX Grievance Procedures](#)
  - [Sexual Harassment Incident Report](#)
  - [Administrative Policy 225: Americans with Disability \(ADA\) Reasonable Accommodation Policy](#)
  - [Statement of Non-Discrimination and Confidentiality](#)
  - [Accommodation Procedures, Office of Student Success](#)
  - [Student Right-To-Know Information](#)
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# **ADM 180 – McPherson College Policy Against Discrimination, Harassment, and Retaliation and Complaint Procedure**

## **I. Commitment to Non-Discrimination, Non-**

# Harassment and Non-Retaliation

The purpose of this policy is to uphold McPherson College's mission in preserving the fundamental dignity and rights of all individuals involved in campus activities.

Discrimination, harassment and retaliation on the basis of a protected category (see the Nondiscrimination/Equal Employment Opportunity Statement for an explanation of protected categories) are strictly prohibited. Persons who engage in such conduct are subject to discipline up to and including termination or dismissal.

Preventing prohibited discrimination, harassment and retaliation is the responsibility of all members of the College Community. Faculty, staff, and third parties should report a potential violation of this policy as soon as possible to the Director of Human Resources:

Director of Human Resources

1600 East Euclid  
Human Resources  
McPherson College  
McPherson KS 67460  
(620) 242-0454

[hr@mcpherson.edu](mailto:hr@mcpherson.edu)

Students and prospective students should report a potential violation of this policy as soon as possible to the Associate VP for Student Affairs/Dean of Students listed below:

Dan Falk

Associate VP for Student Affairs/Dean of Students  
McPherson College  
1600 East Euclid  
McPherson KS 67460

(620) 242-0503

[falkd@mcpherson.edu](mailto:falkd@mcpherson.edu)

McPherson will respond to reports of perceived prohibited conduct in a reasonable, thorough, and prompt manner, as set forth below. If the College determines that discrimination, harassment, or retaliation has occurred, appropriate corrective and remedial actions will be taken.

## **II. Scope**

This policy applies to reports of discrimination, harassment, and retaliation on the basis of a protected category, other than harassment and retaliation on the basis of sex, which are governed exclusively by the College's ADM #150 Sexual Harassment Policy And Title IX Grievance Procedures. This policy governs reports of discrimination, harassment, and retaliation in all the College's programs and activities and applies to all members of the College Community. It applies to discrimination, harassment, and retaliation that occurs on campus, during or at an official College program or activity (regardless of location), and to off campus conduct when the conduct could deny or limit a person's ability to participate in or benefit from the College's programs and activities.

## **III. Prohibited Conduct**

### **a. Discrimination**

Discrimination is adverse treatment of an individual based on a protected category. It is a violation of this policy to discriminate on the basis of a protected status in any of the College's programs and activities. A list of protected categories is located in the Nondiscrimination/Equal Employment Opportunity Statement.

## **b. Harassment**

Harassment consists of unwelcome verbal, non-verbal, or physical conduct that denigrates or shows hostility or aversion toward an employee, student, or other members of the College Community, including third-parties, because of a protected category. Harassment constitutes a form of prohibited discrimination if it denies or limits a person's ability to participate in or benefit from the College's programs and activities ("discriminatory harassment").

Examples of conduct prohibited by this policy may include, but are not limited to, jokes or pranks that are hostile or demeaning with regard to a person's protected status or have the purpose or effect of creating an intimidating, hostile, abusive or offensive working or academic environment.

## **c. Retaliation**

The College prohibits retaliation against anyone for reporting discrimination or harassment, assisting in making a report, cooperating in an investigation, or otherwise exercising their rights or responsibilities under this policy and applicable federal, state, and local laws. Retaliation prohibited by this policy consists of materially adverse action, such as disparaging comments, uncivil behavior, or other negative treatment of an employee, student, or other member of the College Community because a report has been made pursuant to this policy or because an individual otherwise cooperated with the College's investigation.

## **d. Sexual Harassment**

The College's Sexual Harassment Policy and Title IX Grievance Procedures govern the reporting, investigation, and determination of reports of sexual harassment and related retaliation. All reports of sexual harassment, sexual assault, dating violence, domestic violence, stalking, and related retaliation will be investigated and resolved pursuant



to the College's Sexual Harassment Policy And Title IX Grievance Procedures.

## **IV. Investigation and Resolution Procedures**

### **a. Reports Alleging Misconduct By A Student**

If a report of discrimination, harassment, or retaliation alleging misconduct on the part of a student is received, the report will be referred to the Dean of Students for investigation and resolution pursuant to the process for handling other types of student misconduct as contained in the Campus Judicial Procedure, available at:

<https://www.mcpherson.edu/wp-content/uploads/2020/01/1920StudentHandbook.pdf>

### **b. Reports Alleging Misconduct By Any Other Person**

When a report of discrimination, harassment or retaliation alleging misconduct on the part of any other person is received, a College official will be designated to investigate the report. During the investigation, both the complainant and respondent will have the opportunity to identify witnesses and evidence. Investigations will be handled discreetly, with information shared only with those persons who need to know the information in order for there to be a full and fair investigation. The investigator may impose interim measures during the pendency of the investigation to protect and separate the parties.

The investigator will prepare a written report summarizing the results of the investigation and deliver it to the Director of Human Resources. The Director of Human Resources will review the report, consult with other College administrators and officials as the Director of Human Resources deems

appropriate, and issue a determination as to whether or not the report of misconduct is substantiated and, if so, what remedial measures will be taken to address the misconduct, including discipline for the respondent or initiation of disciplinary proceedings pursuant to other applicable College policies (including, for example, initiation of disciplinary proceedings under Section FAC 490 of the Faculty Handbook). Substantiated incidents of conduct prohibited by this policy can lead to discipline up to and including termination or dismissal. The Director of Human Resource's determination is not subject to appeal or further review.

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# **ADM 195 – McPherson College Drug Free Workplace Policy**

## **Introduction**

In keeping with its commitment to providing a safe, secure and efficient work environment, McPherson College has adopted the following policy as a supplement to existing personnel policies, practices, and procedures. In response to the needs of all employees, training will be provided to help them maintain a drug-free work environment. Please note Attachment A to this policy that reviews some of the health risks associated with the use of alcohol and illegal drugs.

## **Section 1: Applicability**

All employees of McPherson College, including full- and part-time persons classified as faculty, staff or student employees, must comply with this policy.

## **Section 2: Definitions**

“Drug” means any substance that has known mind- or function-altering effects on a human subject. It specifically includes psychoactive substances. It includes, but is not limited to, drugs controlled, regulated, or prohibited by state and federal law. “Drug” includes, without limitation, alcohol.

“Authorized substance” means only: 1) a lawful over-the-counter drug (excluding any alcoholic beverage) used in the recommended amounts; and 2) a medically prescribed substance, which is lawfully possessed, used as prescribed, and taken under the direction of a physician.

“Workplace” means any office, building or property, including any parking lots, owned or operated by the College, or any other place at which a McPherson College employee performs work for the College or is directed by the College to be.

“Workplace” also means where the employee is doing the majority of her/his work. (However, see the On and Off campus College Functions paragraph under Section 3: Prohibitions.)

“Impaired” means having a significantly reduced capacity to perform regular or assigned job-related duties safely and

effectively because of drug use or abuse.

### **Section 3: Prohibitions**

McPherson College prohibits the following conduct:

- The illegal use, possession, manufacture, distribution, or sale of drugs, or drug paraphernalia while on College premises or in College vehicles, while conducting College business, or in any workplace (as defined herein.)
- The possession, use or distribution of alcoholic beverages on the College campus, in College vehicles, or in any workplace (as defined )
- Reporting to work while impaired (as defined herein) or being impaired at work, provided, however, that use of an “authorized substance” shall not be cause for discipline so long as the employee immediately, fully, and in good faith discloses to his or her supervisor the nature and cause of the impairment and all other relevant factIf it is determined that the use of an authorized substance impairs an employee’s ability to perform regular or assigned duties safely and effectively, the employee shall be temporarily reassigned to other duties, or other appropriate response shall be taken, which shall be consistent with all laws (including for example, the American with Disabilities Act) to the extent they may apply.

*On and Off-campus College Functions:* An exception to the definition of the workplace as “any...place at which a McPherson College employee performs work for the College or is directed by the College to be...where the employee is doing the majority of her/his work” may be granted for some College functions on or off of the main college campus. At the functions, beer, wine or liquor may be served with prior approval by the Approval Committee, in accordance with the Campus/College-Sponsored Event Alcohol Use Policy. Consumption may be strictly monitored and controlled. The beverage service at any pre-authorized, on or off-campus event will be contracted to a licensed third-party provider.

Employees are generally not permitted to consume alcohol while performing services of any kind for College. In limited circumstances, employees may be approved to consume alcohol in connection with College-sponsored activities that do not involve the direct supervision or oversight of College students. Prior to the event where alcohol may be served or consumed, the employee must review the circumstances with the employee’s direct supervisor. The employee’s direct supervisor may consult with Human Resources regarding approval and parameters related to such approval.

If approved, employees must consume alcohol responsibly and in a manner that does not impair their ability to perform job duties or cause them to negatively represent the College. Employees should discuss specific expectations with their supervisor or Human Resources prior to consuming alcohol while representing the College.

Suspected violations of College policy related to alcohol consumption or alcohol or substance abuse should be immediately reported to Human Resources for review and action. To support the College’s goal of an environment free from illegal drug use and alcohol abuse, employees may be subject to drug or alcohol testing upon reasonable suspicion and in accordance with applicable laws, regulations and internal

procedures administered by Human Resources.

#### **Section 4: Employee Assistance**

Out of its commitment to providing a work environment conducive to the health and well-being of all employees, McPherson College offers educational and benefit programs dealing with drug use and abuse in the workplace. Benefit programs include partial coverage for both in-patient and outpatient drug abuse treatment programs for employees who are enrolled in the current College health insurance plan and referral services for all employees. McPherson College's Human Resources office coordinates educational and benefits programs relating to this drug abuse policy.

McPherson College employees have access to an Employee Assistance Program.

Employees are strongly encouraged to seek assistance for drug problems before their job performance is impaired. Any employee who voluntarily reports his or her own drug possession/use problem to McPherson College, before such problem has otherwise been reported to the College or has caused a violation of any other College policy, shall not be disciplined by the College for reporting such personal possession/use in violation of this policy.

Employees who require time away from work to participate in a

recognized treatment or rehabilitation program may do so in accordance with the terms of McPherson College's leave of absence policy. Information about an employee's participation in such treatment will be held in strictest confidence.

## **Section 5: Reporting Obligations**

In accordance with the Drug-Free Workplace Act of 1988, any employee who is convicted of criminal conduct related to drugs in the workplace must notify McPherson College's Human Resources Director within five calendar days of any such conviction.

The Drug Free Workplace Act requires McPherson College to impose a penalty upon, or to require satisfactory participation in a drug abuse assistance or rehabilitation program, by any McPherson College employee convicted of a criminal drug statute violation in the workplace. Subject to the other provisions of this policy, and subject to any statutes that may be applicable (such as, for example, the American with Disabilities Act), deciding whether to impose a penalty or to require satisfactory participation in a drug abuse assistance or rehabilitation program shall be at the sole discretion of McPherson College, provided, however, that the College shall endeavor to treat like cases alike and shall not engage in any legally prohibited discrimination.

## **Section 6: Consequences of Policy Violations**

Employees who violate this policy will be subject to

appropriate disciplinary action up to and including termination of employment.

## **Section 7: Distribution of Materials**

The following items will be distributed to all employees:

- A copy of this policy
- A document which describes the health risks associated with use of illicit drugs and the abuse of alcohol (See attachment A).

Attachment A

### **Some Health Risks Associated with the Use of Alcohol and Illegal Drugs**

Drug and alcohol abuse creates serious problems both for the abusers themselves and for their families, friends, co-workers, and employers. Abuse of alcohol and drugs can cause severe injury to both body and mind. Overdoses of certain drugs kill immediately. Drug abuse can lead to debilitating mental disorders, whether temporary or permanent, and to painful, disabling, and/or fatal physical illness. It



substantially increases the risk of violence and suicide. Drug or alcohol abusers as a group find it far more difficult to sustain healthy and satisfying family relationships and friendships, to fulfill their responsibilities, and to hold jobs. In the workplace, drug or alcohol abusers are far more likely than non-abusers to miss work and to have serious on-the-job accidents. They are far less productive and much more costly to employers and are therefore far less desirable as employees than non-abusers. Employees suffering from the immediate or long-term effects of drug or alcohol abuse waste much of their potential.

Illegal use of drugs is, by definition, a crime. The seriousness of the possible punishment depends on such things as the type and amount of drugs involved, the place of the violation, and the criminal history of the participants; serious drug crimes can result in long prison sentences. While use of alcohol is, in and of itself, not a crime, its abuse increases the risk that the abuser will commit, or be the victim of, serious crimes. Further, operating motor vehicles while under the influence of alcohol or while having a blood-alcohol level above the applicable legal limit is a crime. Depending on the circumstances, this can result in suspension or revocation of driving privileges, fines, and jail time and/or prison terms.

The medical information above is for informational purposes only. It consists only of brief summaries. It should not be relied upon for any medical decisions or in any medical emergency. McPherson College disclaims any responsibility to revise or update this information.

McPherson College adheres to the code of federal regulations,

part 85, sub-part F, and 34 CR 86 that requires the College to maintain a drug-free workplace for employees.

## **Section 8: Biennial Review**

McPherson College's drug and alcohol abuse and prevention program and related policies will be reviewed every two years for compliance and effectiveness. The materials developed pursuant to these policies and the results of the biennial review will be reported to the institution's cabinet members and will be made available upon request.

## **Section 9: Oversight Responsibility**

The Dean of Students and Director of Human Resources shall serve as the main contacts with oversight responsibility for the Drug and Alcohol Policies including, but not limited to: updates, coordination of required information, the biennial review, and annual notification to employees and students.

## **Section 10: Education and Drug- & Alcohol-Related Services**

As part of the New Student Orientation (NSO), first-year students participate in a workshop designed to review the drug and alcohol policies. This workshop includes signs and interventions related to high-risk alcohol and other drug use. In addition to a workshop, all residential students attend residence hall meetings, where Resident Assistants (RAs) facilitate discussions about campus policies and issues.

Educational programming about alcohol and drug use is held throughout the academic year. The programming is a combination of interactive educational activities and passive programming, such as email, bulletin boards, and posters. In addition, referrals may be made to the on-site counseling center, which conducts drug and alcohol screenings for students.

Employees of the college participate in an annual discussion about the institution's drug and alcohol policy. All employees have access to the Employee Assistance Program (EAP). There is also a local SMART Recovery meeting that is available to all members of the campus community.

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# **ADM 185 – Mandatory Reporting of Child Abuse and Neglect Policy**

## **I. Presence of Minors on Campus**

Minors may be present on the McPherson College campus or be participating in the College's programs and activities for a variety of reasons; visiting as prospective students, as participants on field trips or community service projects, or attending camps or athletic events. Whatever the reason for their presence, the College's personnel are to be particularly vigilant regarding their safety and security.

## **II. Definitions**

- a. For purposes of reporting suspected abuse or neglect under this policy, a minor child is any person under the age of eighteen years old.
- b. For purposes of this policy, "employee" includes all faculty and staff, as well as volunteers and students who are working with minor children in a field experience, clinical environment, camp

setting, or other similar situations (e.g., student teachers, camp counselors, etc.).

### **III. Reporting Suspected Abuse or Neglect**

When any employee has reason to suspect that a child under 18 years of age has been or may be harmed as a result of has been harmed as a result of physical, mental or emotional abuse or neglect or sexual abuse, the employee is required to report the matter promptly to:

- a. Matt Skillen, VP for Academic Affairs, 1600 Euclid, Mohler Hall, McPherson, KS 67460, (620) 242-0506, ext. 2506 from on campus, [skillenm@mcpherson.edu](mailto:skillenm@mcpherson.edu) or Brenda Stocklin-Smith, Director of Human Resources, 1600 Euclid, Beeghly Hall, McPherson, KS 67460 (620) 242-0454, ext. 2454 from on campus, [stocklib@mcpherson.edu](mailto:stocklib@mcpherson.edu)
- b. The Kansas Department for Children and Families at 1-800-922-5330 (or online at <http://www.dcf.ks.gov/services/PPS/Pages/KIPS/KIPSWebIntake.aspx>).
  - The College will ensure that any employee making a report of child abuse or neglect is able to make an immediate report to the Kansas Department for Children and Families and will temporarily relieve the employee of other work duties so a report can be made.
  - Kansas law grants any person making a good faith report of suspected child abuse or neglect immunity from any liability, civil or criminal, that might otherwise result by reason of such action.

*In the event of an emergency, call 911 immediately.*

Nothing in this policy is intended to prevent non-employees,

such as students and visitors, from making a report if they have reasonable cause to suspect that child abuse or neglect has occurred or may occur.

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## **ADM 190 – Administrative Leave of Absence**

The college president, or in her/his absence the college president's designee, may place any college employee on paid or unpaid administrative leave of absence. An example of the president's use of such authority could include placing an employee on paid administrative leave while conducting an internal investigation of allegations of a workplace violence incident or any other internal investigation.

The employee shall be notified of the reason s/he is being placed on an administrative leave of absence.

The college president shall collaborate with the Director of Human Resources and employee's supervisor in such actions.

This leave of absence is not part of the progressive discipline system but outcomes of the leave may result in disciplinary action against said employee.

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# **ADM 192 – Family and Medical Leave Act (FMLA) Leave of Absence Policy**

## **I. Purpose**

The intent of this Policy is to allow employees to be absent from work in conformity with the Family and Medical Leave Act (FMLA) of 1993 as amended in 2008 and all interpretations shall comply with that intent.

## **II. Policy**

1. Child birth, pregnancy or prenatal medical care;
2. Placement of a child with the employee for adoption or foster care and in order to care for such child;
3. To care for a spouse, son, daughter or parent with a serious health condition as described below;
4. When the employee's own serious health condition, as described below, makes the employee unable to perform the functions of his or her position (A serious health condition is defined by this policy in section IV. Definitions G);
5. For a qualifying exigency, and/or covered service member leave, as described below. Eligibility and Reasons for Leave

Employees who have worked for the College for at least twelve (12) months, over the last seven (7) years (need not be consecutive), and who have been employed for at least one thousand two hundred fifty (1,250) hours of service by the College during the previous twelve (12) months, are entitled to up to twelve (12) cumulative weeks of

Family and Medical Leave (FML) per year (to be defined as a "rolling" 12-month period, except for covered service member leave which is for a single 12-month period) for any of the reasons listed below:

- B. This policy covers illnesses or conditions of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, this refers to a chronic or long-term health condition that results in a period of more than three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity, and a second visit within thirty (30) days of the incapacity. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year. This policy also covers qualifying exigency leave for eligible employees with a spouse, son, daughter, or parent on covered active duty in the Armed Forces in a foreign country, or called to covered active duty status in the National Guard or Reserves deployed to a foreign country. Eligible employees may use their twelve (12) week leave entitlement to address certain qualifying exigencies.
- C. This policy also applies to qualifying military caregiver leave to care for a covered service member with an illness or injury incurred in or aggravated by the line of covered active duty. This leave may extend up to twenty-six (26) weeks in a single twelve (12) month period for an employee to care for a spouse, son, daughter, parent, or next of kin who is a covered service member with a serious illness or injury. A covered service member is a current member of the Armed Forces or Veteran of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty that may render the service member medically unfit to perform his or her duties and is undergoing medical

treatment, recuperation, or therapy; is in outpatient status; or on the temporary disability retired list. A covered veteran is an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The Veteran's need for a caregiver includes medical treatment, recuperation or therapy for a serious injury or illness that occurred any time during the five years preceding the date of treatment, recuperation, or therapy.

#### D. Amount of Leave

An eligible employee can take up to twelve (12) weeks of Family Medical Leave ("FML") for the circumstances noted above in Item A. 1. through Item A. 4. To determine the amount of eligible hours available to the employee, a rolling 12-month calendar timeframe will be used. This calculation measures backwards from the date of the employee's requested start date for FML leave. An eligible employee can take up to twenty-six (26) weeks of FML for the circumstances noted in item A.5. for covered service member leave during a single 12-month period with the amount of remaining leave calculated from the date leave is first used. If a husband and wife both work for the College and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or care for a parent with a serious health condition, the husband and wife may only take a combined total of twelve (12) weeks of leave. If the husband and wife both work for the College and each wishes to take leave to care for a covered injured or ill service member, a combined twenty-six (26) weeks of covered service member leave may be taken. FML eligible employees injured on the job receiving Workers' Compensation will have this leave time tracked and deducted from FML entitlement.

#### E. Types of Leave – Continuous, Intermittent or Reduced



## Work Schedules

Leave may be taken in consecutive weeks, intermittently (for example, taking a day periodically when needed over the year), or under certain circumstances, to reduce the workweek or workday, resulting in a reduced work hour schedule. In all cases, the leave may not exceed a total of twelve (12) work weeks (or twenty-six (26) work weeks to care for an injured or ill service member over a 12-month period). Leave taken for the birth or placement of a child for adoption or foster care must be taken consecutively unless otherwise authorized by the employee's department. Leave for prenatal medical appointments may be taken intermittently. When undergoing planned medical treatment, it is the employee's responsibility to coordinate the scheduling of such treatment with his/her immediate supervisor and the health care provider to minimize disruption to the College. When intermittent or reduced schedule leave is needed due to a foreseeable reason, The College may temporarily transfer an employee to an available alternative position if the alternative position would better accommodate the intermittent or reduced schedule. The alternative position will be equivalent in pay and benefits.

### F. Use of Paid and Unpaid Leave:

1. Eligible accrued sick leave, vacation or compensatory time shall be utilized first. If an employee has less than twelve (12) weeks of eligible accrued paid leave, the balance of the leave shall be taken as unpaid leave. An eligible employee will utilize sick leave, then vacation, then unused and available paid holiday such as annual birthday and then shall remain in an unpaid status for the remainder of the leave. An employee on FML may work a second job as long as the employee meets the FML standard for leave from The College.

2. Birth, placement of a child for adoption or foster care. No permanent full time or permanent part time employee shall be compelled, coerced or ordered to begin leave at any time during the period of pregnancy, unless unable to perform the essential functions of the job. Entitlement to leave for this purpose expires twelve (12) months after the birth or placement of the child.

3. FML running concurrently with worker's compensation.

When FML is used concurrently with worker's compensation, employees may supplement worker's compensation wages with sick leave, vacation or compensatory time, but are not required to do so. The employee is responsible for notifying Human Resources if they would like to supplement worker's compensation wages with sick leave, vacation, or compensatory time. The amount of sick or vacation pay used shall be the amount necessary to maintain the employee's approximate regular net payment.

#### G. Designation of Leave

Paid leave may be retroactively designated as FML by either the employee or the College if circumstances are such that the leave is unexpected or because the employee is on sick or vacation leave for an FMLA purpose and has not advised the College of said purpose. However, in no event may leave be so designated after the leave has ended, except as provided by law. The College has designated Workers' Compensation absences as FML hours.

#### H. Abuse

If the College finds intentional misuse of FML, employment may be terminated.

### III. Procedures

**Below is a summary of the basic FML procedures. This section is not an exhaustive list of all FML policy procedures.**

- A. When an employee has a foreseeable need for FML, the employee must complete the Family Medical Leave Request for Leave Form. An employee may obtain, complete, and submit this form from/to the College Human Resources. If an unforeseeable need arises the employee may verbally notify Human Resources of the request and Human Resources will provide a paper copy of the request to the employee or employee designee for completion. When the need is foreseeable, the completed form must be submitted to Human Resources at least thirty (30) days prior to the commencement of the leave. If, due to unforeseeable circumstances, it is impossible to give a full thirty (30) days notice, as much advance notice as possible is still required. Failure to comply with the above notice requirements may delay the onset of an employee's FML leave for a period of up to thirty (30) days. Human Resources will provide a written Notice of Eligibility and Rights & Responsibilities Form to the employee within five (5) business days when either 1) the Family Medical Leave Request for Leave Form is received, 2) a verbal request for FML is made by the employee, or 3) the Department acquires sufficient knowledge that an employee's absences may be for an FML qualifying reason. In cases such as those highlighted under item 3) above the department should notify HR within twenty-four (24) hours.
- B. It is the employee's responsibility to provide the appropriate Certification Form within fifteen (15) calendar days of receipt of the Notice of Eligibility and Rights & Responsibilities Form. The Certification of Health Care Provider Form is not required for the placement of a child for adoption or foster care; however documentation for the event will be required. The Certification Forms, provided with the Notice of

Eligibility and Rights & Responsibilities Form, are also available from the College Human Resources. Failure to provide a completed Certification Form within the required time period may delay the onset of FML leave or result in a denial of FML. Human Resources will notify the Department and employee whether the leave has been approved or denied with a Designation Notice form within five (5) business days of receiving sufficient information to make the FML determination. Employees may authorize a Human Resources representative to contact their health care provider to authenticate and clarify any information provided in the Certification Form (Note: Employees can choose whether or not to authorize this action through the Family Medical Leave Request for Leave Form). If deficiencies are found on an employee's Certification Form, Human Resources will contact the Employee and give them seven (7) calendar days, beginning the day after Human Resources contacts the employee, to clear any deficiencies as indicated through the provided Designation Notice. Deficiencies may include an incomplete Certification Form or the need for additional information and clarification by the employee's health care provider. In some cases where the employee has authorized Human Resources to contact their health care provider, Human Resources may contact the employee's health care provider directly to resolve any deficiencies. The College may require other medical opinions for determining eligibility under the provisions of this section. If Human Resources reasonably doubts the initial Certification Form provided by an employee, Human Resources may require an examination by a second health care provider at the College's expense. If the second health care provider's opinion conflicts with the original certification, Human Resources, again at the College's expense, may require a third, mutually agreed on, health care provider to conduct an examination and provide a final and binding

opinion. The College may require subsequent medical recertification on a reasonable basis. All medical information related to FML will be considered confidential and available only to those with a legitimate need to know.

- C. Recertification is required for intermittent leave requests of more than six (6) months of leave time per Certification Form. When an employee is aware of the continuing need for intermittent leave, he or she must submit an updated Certification Form to Human Resources prior to expiration of the current Certification Form. A Recertification may also be requested if 1) an employee requests an extension of continuous leave; 2) circumstances described by the previous Certification Form change (e.g. duration or frequency of absence, nature or severity of the illness, complications, a pattern of using unscheduled leave with scheduled days off); or 3) Human Resources receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification. When asked to submit an updated Certification Form for recertification the updated Certification Form must be returned to Human Resources within fifteen (15) calendar days of the request.
- D. In addition to providing Human Resources with a new Certification Form (Recertification) every six (6) months for those intermittent leave requests of more than six (6) months, individuals approved for intermittent leave must also provide Human Resources with an Annual Certification at the anniversary of their initial request for leave date. Human Resources will be in contact with the employee prior to their recertification and annual certification deadlines and assist the employee with this portion of the process.
- E. When an employee returns from FML, the College will attempt to return the employee to the position held prior to the leave. If this is not possible, the

employee will be placed in an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If there are reductions in force while the employee is on FML, and the employee would have otherwise been included in those reductions had the employee remained, the employee loses their right to return to that position.

- F. Salaried employees in the highest paid ten percent of the College's work force may be denied reinstatement in their positions if it is shown that it would cause grievous economic harm to the College.
- G. The employee will be responsible for paying his or her share of the health insurance premium for the insurance to remain in effect during a FML. If an employee chooses not to return to work from unpaid leave for reasons other than a continued serious health condition, or other circumstances beyond the employee's control, the employee will be liable for health insurance premiums paid by the College during the time of the FML.
- H. When employees return from leave due to their own serious health condition they are required to notify their department that they will be returning to work forty-eight (48) hours prior to their date of return so that proper planning may occur. Additionally, employees must provide a completed Return to Work Certification Form or provide an equivalent statement from their health care provider to Human Resources upon their return. Employees who fail to provide the Return to Work Certification form may not be permitted to resume work until this form is provided. Employees returning for all other FML events are required to provide only Section I. of the form.
- I. In some instances an employee's FML case may also be covered by the Americans with Disabilities Act (ADA). Human Resources will review these situations on a case-by-case basis. Employees should notify Human Resources with any requests for accommodations, restrictions or

reassignment and Human Resources will work with the employee, department, and Human Resources to meet employee needs.

- J. When an employee has exhausted all FML and accrued paid leave and is unable to return to work, Human Resources will work with the employee and the department for an employment status review of options which may include termination.

#### **IV. Definitions**

For the purpose of this Policy, the following definitions, unless noted otherwise apply:

- A. Rolling Calendar Year – An eligible employee is entitled to up to twelve weeks of leave per year, with year defined as a “rolling” twelve month period. Each time an employee takes FML leave the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.
- B. Department – Any college department or office including faculty.
- C. Spouse - Is defined in accordance with applicable State Law.
- D. Parent - Includes biological parents and individuals who acted as the employee’s parents.
- E. Son or Daughter - Includes biological, adopted or foster children, stepchildren, legal wards, and other persons for whom the employee acts in the capacity of a parent who are under eighteen (18) years of age. Children eighteen (18) years of age or older, but incapable of self care because of a mental or physical disability are within the meaning of the definition.
- F. In Loco Parentis – A child under the FMLA includes not only a biological or adopted child, but also a foster child, stepchild, a legal ward, or a child of a person standing in loco parentis. The FMLA regulations define

in loco parentis as including those with day-to-day responsibilities to care for and financially support a child. Employees who have no biological or legal relationship with a child may nonetheless stand in loco parentis to the child and be entitled to FML leave.

G. Serious Health Condition - Any illness, injury, impairment, physical or mental condition that involves: a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

1. Incapacity and treatment – Incapacity period of more than three (3) consecutive calendar days and subsequent treatment or incapacity related to the condition. The subsequent treatments must be needed within thirty (30) days of the first day of incapacity and an in-patient visit to a health care provider must occur within seven (7) days of the first day of incapacity, or
2. Pregnancy or prenatal care and absences due to the condition; or
3. Chronic conditions – a condition that requires periodic visits for treatment at least twice per year by a health care provider , continues over an extended period of time, and could cause episodic incapacity (e.g., asthma, diabetes, epilepsy) and absences due to the condition ; or
4. Permanent or long-term conditions – a period of incapacity due to a condition for which treatment may not be effective. (e.g., Alzheimer's, a sever stroke, or the terminal stages of a disease); or
5. Conditions requiring multiple treatments – any period of absence to receive multiple treatments by a health care provider for 1) restorative



surgery; or 2) a condition that would likely result in a period of incapacity of more than 3 consecutive days if not treated, such as cancer (chemotherapy, radiation), severe arthritis (physical therapy), or kidney disease (dialysis).

- H. Health Care Provider - licensed medical doctors and osteopaths, podiatrists, dentists, clinical psychologists and clinical social workers, physician assistants, optometrists or chiropractors authorized to practice in the State, nurse practitioners and nurse-midwives authorized under State law and Christian Science practitioners.
- I. The phrase "needed to care for a family member or covered service member" encompasses: 1) physical and/or psychological care; and 2) when the employee is needed to fill in for another person providing care or to arrange for third party care of the family member or 3) intermittent or reduced schedule leave may be used because other care is normally available for the family member.
- J. The phrase "unable to perform the functions of his/her job" - means an employee is: 1) unable to work at all or 2) unable to perform any one of the essential functions of his/her position. The term "function" means "the essential job duties of the employment position" and does not include the marginal functions of the position.
- K. Serious Injury or Illness for a Covered Veteran – A serious injury or illness for a covered veteran means an injury or illness that was incurred or aggravated by the member in the line of duty in the Armed Forces and manifested itself before or after the member became a veteran, and is:
  - 1. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade,

- rank, or rating; or
2. A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of fifty (50) percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or
  3. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or
  4. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
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## **ADM 200 – Confidentiality**

Since the college deals with very personal and confidential information, college employees hold a position of trust. All records, reports, memoranda, correspondence, and all other confidential information must be kept in strict confidence.

Discussion of your work should be limited to co-workers directly involved in handling a particular item of business.

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# **ADM 210 – Workplace Violence**

The safety and security of McPherson College employees, students, and visitors is of vital importance to the College. Therefore, acts or threats of physical violence including, but not limited to, intimidation, harassment or coercion, which may be directed towards another employee, visitor or student or affect the College or occur on College property, by an employee or representative of the College shall not be tolerated.

College property has been properly marked with the Kansas Attorney General's approved posting prohibiting concealed carry.

Individuals, other than law enforcement, shall not be allowed to carry a weapon, regardless of license, onto College property or while otherwise engaged in the duties of College employment. Employees, with or without license, may not carry a weapon onto College property with the exception that the college, in accordance to Kan. Stat. Ann. 75-7c10(b) (1), cannot prohibit possession of a handgun by a licensed employee in her/his private means of conveyance, even if parked on the college's property or while engaged in the duties of College employment.

Employees should immediately report any behavior which may constitute a potentially violent situation to any College administrator.

A student in violation will be referred to the Dean of Students; an employee violation will be referred to the employee's supervisor. 911 should be called if a visitor is in violation of this policy. In the case of an illegal violent incident contact the local police by dialing 9+911 from any campus phone. Only law enforcement agencies should attempt to apprehend the offender. The College's Director of Facilities

Management may be consulted on any campus violation.

An employee in violation of this policy may be placed on paid administrative leave of absence by the College president or in her/his absence, the president's designated representative, pending the results of an internal investigation.

Any employee who is found, after a proper investigation, to have been in violation of this policy shall be subject to disciplinary action, up to and including termination of employment. A violation of this policy is not considered to be a criminal violation but a violation of College policy. The employee will be notified of the action to be taken. The action to be taken will be reviewed by Human Resources with possible review by College legal counsel before it is communicated to the employee.

## **Definitions**

For the purposes of this policy, acts of violence and threats of violence are defined, but not limited to:

- Any direct or indirect threat, behavior or action which suggests personal violation or endangers a person's safety, including but not limited to sexual assault, stalking, and verbal or non-verbal threats or intimidation or harassment. A direct or indirect threat of violence can be made in person, through electronic media, or by phone;
- Behavior likely to result in an act of aggression such as a display of escalating anger;
- Any act that is a physical battery including, but not limited to, beating, stabbing, shoving, kicking, throwing of objects, shooting, or rape; and/or
- Acts that destroy or damage property including, but not limited to, vandalism, arson, or sabotage.

An investigation of the reported incident will be completed by the College's Director of Facilities Management. The College

will conduct any required investigation in a confidential manner and will inform only those persons, who have a legitimate need to know.

Documentation of the incident, and action taken, will be kept in a separate, confidential file in the College Human Resources office. A copy of any discipline including termination, which is a consequence of the investigation, shall be kept in the employee's Human Resources file.

In Case of Emergency:

Dial 9+911 on campus phones or 911 on a personal phone

Academic Affairs 620-242-0506 or extension 2506

Student Services 620-242-0501 or extension 2501

Advancement 620-242-0424 or extension 2424

Business Office 620-242-0451 or extension 2451

President's Office 620-242-0405 or extension 2405

Human Resources 620-242-0454 or extension 2454

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## **ADM 220 – Employment At Will**

The Handbook and its contents do not constitute an express or implied contract of employment. Unless otherwise provided in an express written contract, employment at the College is at will and may be terminated for any reason, with or without notice, by the College or by you, as an employee. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of McPherson College employees. Additionally, any

employee who does not report to duty for three or more consecutive work days will be considered to have voluntarily resigned from said position.

Only the President of the College or his/her designee is authorized to bind the College to a written contract of employment.

McPherson College has certain standards of conduct and performance; therefore poor performance or misconduct may result in discipline up to and including termination. This does not constitute a change in the employee-at-will status.

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# **ADM 225 – Americans with Disabilities (ADA) Reasonable Accommodation Policy**

## **I. Purpose**

The purpose of the Americans with Disabilities Act (ADA) Reasonable Accommodation Policy is to provide policy and procedures to ensure equal and effective opportunities for persons with disabilities and full compliance with the employment provisions of Titles I and II of the Americans with Disabilities Act, including the ADA Amendments Act of 2008.

## **II. Policy**

The College is committed to providing equal access and opportunity to qualified persons with disabilities in all terms and conditions of employment and in all College programs and services. The College recognizes that in order

to have equally effective employment opportunities and benefits, individuals with disabilities may need reasonable accommodation. The College will adhere to all applicable federal and state laws, regulations and guidelines with respect to providing reasonable accommodation, as necessary, to afford equal employment opportunity and equal access to programs, services, and benefits for qualified persons with disabilities. Questions regarding reasonable accommodation and/or discrimination on the basis of disability should be directed to the College Director of Human Resources.

### **III. Definitions**

**Disability with Respect to an Individual Means:** A physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment; or being regarded as having such impairment.

In addition, an individual may not be discriminated against due to association with a person who has, has a record of, or is regarded as having such impairment.

**Major life activities** are:

(1) Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(2) It also includes the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.

**Regarded as having such an impairment** means the absence of a physical or mental impairment but regarding or treating an individual as though such an impairment

exists. An individual meets the requirement of being “regarded as having such an impairment” if the individual establishes that such individual has been subjected to a prohibited action because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity. Being “regarded as” having an impairment shall not apply to impairments that are transitory or minor. A transitory impairment is an impairment with an actual or expected duration of six months or less. A reasonable accommodation or a reasonable modification to policies, practices or procedures need not be provided to an individual who only meets the “regarded as” definition of disability.

**A Qualified Person with a Disability** is a person who satisfies the requisite skills, experience and other job-related requirements of the position and who, with or without reasonable accommodation, can perform the essential functions of the job.

**Essential Functions** are job duties that are fundamental to the position, not marginal to the position. Duties are what must be accomplished, not how the duties are performed. Essential functions are those job duties that are so fundamental to the position that the individual cannot do the job without being able to perform them. A function can be “essential” if, among other things, the position exists specifically to perform that function, there are a limited number of other employees who could perform the function if it were assigned to them, or the function is specialized and the employee is hired based on the ability to perform the function.

**Reasonable Accommodation** means modifications or adjustments to a job application process that enable a qualified person with a disability to be considered for a position OR modifications or adjustments to the job, work environment,



or the way in which work is customarily performed that permit a qualified employee with a disability to perform the essential functions of the job or enjoy the benefits and privileges of employment equal to those of employees without disabilities.

**Disability** shall be construed in accordance with the following:

- (1) The definition of disability shall be construed in favor of broad coverage;
- (2) an impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability;
- (3) an impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active; and
- (4)

(A) The determination of whether an impairment substantially limits a major life activity shall be made without regard to the beneficial effects of mitigating measures such as the following:

- (i) Medication, medical supplies, equipment, or appliances, low-vision devices (which do not include ordinary eye glasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies;
- (ii) use of assistive technology;
- (iii) reasonable accommodations or auxiliary aides or services; or
- (iv) learned behavioral or adaptive neurological modifications.

(B) The beneficial effects of the mitigating measures

of ordinary eyeglasses or contact lenses shall be considered in determining whether and impairment substantially limits a major life activity.

(C) As used in this subparagraph:

(i) "Ordinary eyeglasses or contact lenses" means lenses that are intended to fully correct visual acuity or eliminate refractive error; and

(ii) "low-vision devices" means devices that magnify, enhance, or otherwise augment a visual image.

**Undue hardship** means that a specific accommodation would require significant difficulty or expense. This determination, which must be made on a case-by-case basis, considers factors such as the nature and cost of the accommodation needed and the impact of the accommodation on the operations of the College.

## **IV. Procedures**

### **A. Employment Applicant Request for Accommodation:**

1. All application materials shall be made available in alternative formats, upon request, according to the needs of a qualified person with a disability. The College jobs website shall include the following statement or its equivalent and applicants shall be notified that they can request reasonable accommodation for the application, testing and interview process as follows:

To request an ADA accommodation or for more information, please contact the [Director of Human Resources](#) at (620) 242-0454

2. Applicant requests for reasonable accommodation shall be made to the College Director of Human Resources.
3. Upon receiving a request for reasonable accommodation, the Director of Human Resources will evaluate the

request and determine what, if any, accommodation is appropriate. To ensure that all reasonable accommodations have been considered, the Director of Human Resources will talk to the individual requesting the accommodation where the specific limitation, problem, or barrier is unclear; where an effective accommodation is not obvious; or where the College is choosing between different possible reasonable accommodations.

4. The Director of Human Resources may request medical documentation of the applicant's disability if the disability and/or the need for accommodation is not obvious. Documentation of an applicant's disability is confidential.
5. If an accommodation is appropriate, the Director of Human Resources will assist the hiring authority in arranging the accommodation.
6. In cases where requests for accommodation are not approved such as the employee is not deemed eligible for an ADA accommodation, what reasonable accommodation is needed or was approved or there was a finding of hardship, the Director of Human Resources shall inform the applicant in writing of the decision and inform the applicant of the availability to appeal the decision to the College President.

#### **B. Employment Interview Request for Accommodation:**

1. Applicants who have received employment interview offers may make an accommodation request. Employment opportunities will not be denied to anyone because of the need to make reasonable accommodation for a person's disability.
2. The Director of Human Resources may request documentation of the applicant's disability. Documentation of an applicant's disability is confidential.

3. The Director of Human Resources shall make a decision regarding the request and, if approved, arrange the accommodation. If the request is not approved such as the employee is not deemed eligible for an ADA accommodation, what reasonable accommodation is needed or was approved or there was a finding of hardship, the Director of Human Resources shall inform the applicant in writing of the decision and inform the applicant of the availability to appeal the decision to the College President.

**C. Selected Applicant Request for Reasonable Accommodation:**

1. After interviewing all applicants and evaluating all relevant, non-medical information, the hiring authority or designee makes a conditional offer of employment to the applicant who is determined to best match the needs of the position. If necessary, the selected applicant may request reasonable accommodation to perform the essential functions of the job.
2. When the disability and/or the need for accommodation is not obvious, the Director of Human Resources may request medical documentation concerning the individual's status as a person with a disability and his or her functional limitations to verify the need for accommodation.
3. The Director of Human Resources will review the medical documentation to determine whether or not the person has a disability that qualifies under the ADA.
4. The Director of Human Resources, in consultation with the selected applicant, and hiring authority or designee, shall:
  - a. Ensure that the applicant is qualified to perform the essential functions of the job with or without reasonable accommodation.
  - b. Review to determine if the accommodation shall enable the individual to perform the essential functions of the job by:

- i. Obtaining relevant job and task information through a job analysis;
  - ii. Determining if job duty or function is essential by review of analysis;
  - iii. Exploring job modification alternatives by consulting with the individual;
  - iv. Identifying barriers to job performance and assessing how accommodation could overcome those barriers;
  - v. Determining the most effective modification or adjustment for the individual.
- c. Determine whether the reasonable accommodation would pose an undue hardship for the employer considering the nature and cost of the accommodation and the financial resources available.
- d. The hiring authority or designee, in consultation with the Director of Human Resources, shall consider the reasonableness of the proposed accommodation.
- e. If approved, implement a reasonable accommodation giving consideration to the preferences of the individual, or notify the individual that the requested accommodation is not reasonable. While the individual's preferences will be given consideration, the College is free to choose among reasonable accommodations.
- f. The individual may accept or reject the decision and/or the specific accommodations proposed. The individual may offer additional information and/or may propose alternative accommodations.
- g. The Director of Human Resources may consult with appropriate staff, managers, or technical specialists to decide if the proposed alternative is feasible or would cause an undue hardship for the College. The ultimate decision on which reasonable accommodation to provide shall,

however, be the College's decision.

- h. The selected applicant, supervisor/manager/hiring authority or designee, and the College Director of Human Resources shall complete and sign a reasonable accommodation agreement detailing the accommodation to be provided. The employing department shall implement the agreed-upon accommodation.
- i. The individual may disagree with the decision or reject the accommodation offered and may appeal the decision to the College President. However, if the individual cannot perform the essential functions of the job as a result of the rejection, the accommodation process may cease.

#### **D. Current Employee Request for Accommodation:**

1. An employee who believes he/she needs reasonable accommodation to enable them to perform the essential functions of his/her job, or to enjoy the benefits and privileges of employment, shall inform the supervisor, or the College Director of Human Resources, of the need for an accommodation. When employee requests for accommodation are made to the supervisor, the supervisor shall contact the College Director of Human Resources for assistance.
2. The employee will meet with the College Director of Human Resources, who will explain the reasonable accommodation process and may request appropriate medical documentation if the disability and/or the need for accommodation is not obvious.
3. The College Director of Human Resources may request and evaluate information from the employee's medical professional to determine the existence of disability or the need for accommodations. Requests will include job-related limitation(s) created by the employee's disability. Medical records of the employee's condition

shall be kept confidential in a locked file separate from the employee's personnel record. Limitations as a result of the condition will be provided to the employee's supervisor.

4. The College Director of Human Resources, in consultation with the employee and employee's supervisor, shall:
  - a. Discuss the purpose and essential functions of the particular job involved. Completion of a step-by-step job analysis may be necessary;
  - b. Identify the potential accommodation(s) and assess the effectiveness of each in enabling the employee to perform the essential functions of the job; and,
  - c. Recommend the accommodation(s) that is most appropriate for both the individual and the employer. While the individual's preference will be given consideration, the College is free to choose among reasonable accommodations.
5. To ensure that all effective accommodations have been considered, the College Director of Human Resources shall talk to the individual requesting the accommodation where the specific limitation, problem, or barrier is unclear; where an effective accommodation is not obvious; or where the parties are choosing between different possible reasonable accommodations. The reasonable accommodation procedure is intended to be an interactive process, with the involvement of the employee requesting the accommodation.
6. The employee and the employee's supervisor and the College Director of Human Resources shall complete and sign a reasonable accommodation agreement detailing the accommodation to be provided. The employing department shall implement the agreed-upon accommodation, and make necessary adjustments.
7. If an employee who requested an accommodation disagrees with the recommended accommodation, he/she may appeal the decision to the College President.

8. After an accommodation is provided, the College Director of Human Resources will follow-up to evaluate the effectiveness of the accommodation.
9. If at any time there is a question about the continuing nature of an employee's reasonable accommodation, or if adjustments to the accommodation plan are necessary, the employee or the employee's supervisor shall contact the College Director of Human Resources.
10. Temporary conditions may be covered as disabilities depending on the duration and impact of the impairment and the extent it limits major life activities and shall be treated on a case-by-case basis.
11. Requests for leave or reassignment as a reasonable accommodation due to a disability will be considered on a case-by-case basis. Typically, these are considered the "accommodations of last resort" and only utilized in certain circumstances when other accommodations would not be effective. Requests for leave or reassignment as an ADA accommodation should be directed to the College Director of Human Resources.

#### **E. Medical Documentation:**

1. Medical documentation may be requested by the Director of Human Resources only when the disability or need for accommodation is not obvious, or restrictions must be defined. Information from the employee's medical practitioner may be necessary to document the employee's job-related limitation(s) and to assist in determining an effective reasonable accommodation for the employee. The College Director of Human Resources will make all requests for medical documentation. The employee requesting an accommodation is responsible for providing the medical documentation requested. When additional information is needed, the College Director of Human Resources will request permission from the employee to contact their medical practitioner. Supervisors and



managers may not request information about the employee's disability or have access to the employee's medical information other than restrictions imposed.

2. If the College Director of Human Resources finds the documentation insufficient to provide an accommodation, the College Director of Human Resources will explain why the documentation is insufficient and request more complete information from the employee and directly from the employee's medical practitioner if the employee provides a written release. If the employee still fails to provide sufficient documentation from their health care professional to substantiate that a disability exists and a reasonable accommodation is needed, The College may refuse to provide the accommodation or require the employee to be examined by an appropriate health care professional of the College's choice and at the College's expense.
3. An employee's failure to provide necessary documentation where it has been properly requested could result in a denial of reasonable accommodation.

#### **F. Dissemination of Reasonable Accommodation Procedures**

1. Copies of the reasonable accommodation policy shall be readily available to all College employees. The policy shall be posted on the College's intranet. It will also be available in a designated location such as the Director of Human Resources' office.
2. The College's reasonable accommodation policy shall be accessible to individuals with disabilities. Copies of the reasonable accommodation Policy will be made available in alternative formats, such as large print or Braille, on request by contacting the College Human Resources Director.

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# **ADM 227 – McPherson College Animals on Campus including Service and Emotional Support**

ADM 227 – McPherson College Animals on Campus including  
Service Animals, Emotional Support Animals and Pets

## **I. Statement of Policy**

McPherson College supports the use of service animals and emotional support animals on campus by those with disabilities in appropriate circumstances and in accordance with this policy. McPherson College permits service, emotional support, certified therapy animals, and pets on campus within the bounds of this policy.

## **II. Definitions**

A. Service Animals are defined under the Americans with Disabilities Act (“ADA”) as dogs that are individually trained to do work or perform tasks for people with disabilities. Service animals are working animals, not pets. The work or tasks performed must be directly related to the individual’s disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals.

1. Examples of work or tasks that service animals perform include, but are not limited to: assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as books or the telephone, alerting a person to a sudden change in blood sugar levels, providing physical support and assistance with balance and stability to individuals with mobility disabilities,

calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

2. Miniature horses may also be considered service animals in certain situations.

B. Emotional Support Animals – An emotional support animal is a companion animal that provides therapeutic benefit, such as alleviating or mitigating symptoms of a person's disability. Emotional support animals are not service animals. However, emotional support animals will be permitted in residential facilities with prior approval from the Royer Center for Academic Development and the Division of Student Affairs pursuant to the procedures and standards outlined below.

C. Pets – Pets are defined as a domestic or tamed animal that is kept for companionship.

D. Certified Therapy or Comfort Animals – Therapy dogs are dogs who go with their owners to volunteer in settings such as schools, hospitals, and nursing homes working to improve the lives of other people. Therapy and comfort animals are not service animals.

E. Owner – A student or employee who has an approved animal on campus.

F. Handler – A student or employee with a disability that a service animal assists or a personal care attendant who handles the animal for a person with a disability.

### III. Specific Procedures

#### A. Students

Policies and procedures regarding the use of service animals, emotional support animals, and pets by students can be found in the Student Handbook and Code of Conduct. Additional information can be sought from the Center for Academic Development and the Division of Student Affairs on the main level of Miller Library.

#### B. Employees and Visitors

1. Service Animals: Visitors to McPherson College to attend sporting events, concerts or other events visit a friend or

relative or engage in other general activities are permitted to bring service animals onto campus without prior approval subject to the standards, responsibilities, and restrictions outlined below.

2. Employees who believe they require the use of a service animal as a workplace accommodation should reference ADM 225 Americans with Disabilities (ADA) Reasonable Accommodation Policy and may contact the Director of Human Resources/ADA Coordinator at (620) 242-0454.

3. Emotional Support Animals: Employees and visitors may not bring emotional support animals onto campus unless the employee has worked through the ADA reasonable accommodation process.

4. College departments may benefit by the presence of a certified therapy or comfort animal. Certified therapy or comfort animals must have approval by the Executive Director of Operations and the department supervisor to be present on campus and must comply with Section V below. These animals must have their certification and vaccination records on file with the Executive Director of Operations.

5. Employees will not be allowed to bring their personal pet on campus during their regular work hours. College-wide exception to this includes:

1) college employees required to live on campus and perform duties for the college may have a personal pet as campus housing would be considered her/his home. The Executive Director of Operations shall be notified of any college employee who is housing a pet. These college employees must comply with a signed agreement of understanding and/or housing contract that lists the pet obligations and consequences of non-compliance with Section V below or

2) a college supervisor approves an employee's pet on campus during their regular works hours. The employee with approved pet shall comply with Section V below and understand the consequences of non-compliance. An approved pet for an employee must wear a rabies vaccination tag and up to date vaccination documentation must be provided to the Executive

Director of Operations. Pets on campus during regular work hours must be on a leash at all times.

#### IV. General Standards for the Removal of Service Animals or the Disapproval/Removal of Certified Therapy or Comfort and Emotional Support Animals and Pets

A. Decisions to remove a service animal or disapprove/remove an emotional support animal or pet will be made on a case-by-case basis, taking into account all surrounding circumstances. However, the following general standards reflect reasons why an animal may be removed or disapproved:

1. The animal poses a direct threat to the health or safety of others. For example, the animal displays vicious behavior towards others or has a serious illness.
2. The animal disrupts the community or ability of students to sleep and study by making excessive noise.
3. The animal causes or would cause substantial physical damage to the property of the College and other community members, including but not limited to students, faculty, staff, and visitors.
4. The animal poses an undue financial and administrative burden to the College.
5. The animal would fundamentally alter the nature of the College's housing and/or general operations.
6. The animal is out of control and the handler/owner does not take effective action to control it. If the out-of-control behavior happens repeatedly, the handler/owner may be prohibited from bringing the animal into College facilities until the handler/owner can demonstrate that he/she has taken significant steps to mitigate the behavior.
7. The animal is not housebroken.
8. The handler/owner does not abide by his/her responsibilities as outlined in Section V of this policy.

B. When an animal has been properly removed pursuant to this policy, McPherson College will work with the handler/owner to determine reasonable alternative opportunities to participate in the College's services, programs, and activities without

having the animal on the premises.

#### V. Responsibilities of Handlers/Owners

A. Laws, Ordinances, and Policies – Handlers/owners are responsible for complying with all state laws and local animal ordinances and are subject to all College policies and guidelines regarding housing and residence life.

B. Proper Identification – All animals are subject to local licensing and registration requirements.

C. Health and Vaccination – Animals must be immunized against diseases common to that type of animal. All vaccinations must be current. These animals must wear a rabies vaccination tag and, in the case of emotional support animals and pets, vaccination documentation must be provided to the Division of Student Affairs prior to the animal being allowed into any residence hall. An approved pet for an employee must wear a rabies vaccination tag and up to date vaccination documentation must be provided to the Executive Director of Operations.

D. Caring for the Animal – The cost of care, arrangements, and responsibilities for the well-being of the animal are the sole responsibility of the handler/owner at all times. McPherson College will accept no responsibility for the care of any animal covered by this policy.

1. Animals must be well groomed (residential facilities such as showers, tubs, sinks, and the like may not be used for this purpose).

2. Animals cannot be left unattended overnight at any time. If the handler/owner must be away, they must either take the animal with them or arrange for the animal to be cared for elsewhere off campus.

3. Animals cannot be confined to a vehicle, tethered, or abandoned at any time.

4. Regular and routine cleaning of floors, kennels, cages, etc. must occur. The odor of an animal emanating from a residence hall room is not acceptable.

E. Keeping the Animal Under Control – The animal should respond to voice and/or hand commands at all times and be

fully controlled by the handler/owner.

F. Being Responsible for Damage Caused by the Animal – Handlers/owners are personally responsible for any damage caused by their animals and must take appropriate precautions to prevent property damage. The handler/owner will be required to pay for any damages caused by the animal.

1. An individual with an animal covered by this policy in a residence hall has an obligation to make sure that his/her residence is as clean and damage-free as the original standard, excepting normal wear and tear. When the individual moves out of residential housing or no longer owns the animal, the residence will be assessed to determine if damage to College property or extraordinary cleaning costs are attributable to the animal. If so, the owner will be financially responsible for associated costs.

2. The College maintains the right to conduct facility inspections for the purpose of assessing damage caused by the animal or otherwise determining the owner's compliance with this policy.

G. Being Responsible for Waste – Cleaning up after the animal is the sole responsibility of the handler/owner, and it must be done so immediately. In the event that the handler/owner is not physically able to clean up after the animal, it is then the responsibility of the handler/owner to hire someone capable of cleaning up after the animal.

H. Leash Requirements – Service animals should be on a leash at all times, unless the owner is unable to use a leash due to a disability or the use of the leash would interfere with the animal's ability to perform its duties. Emotional support animals and pets must be on a leash or in a crate when leaving a residence hall to go to an off-campus location.

I. Observing Good Animal Etiquette – To the greatest extent possible, the handler/owner should ensure that the animal does not display behaviors or make noises that are disruptive or frightening to others, unless it is part of the service being provided to the handler (e.g., barking to alert the handler of danger). The animal must possess friendly and sociable

characteristics.

J. Other Conditions and Restrictions – In response to a particular situation, McPherson College reserves the right to impose other reasonable conditions or restrictions on the use of service animals and emotional support animals as necessary to ensure the health, safety, and reasonable enjoyment of College programs and activities by others.

## VI. Other Information Specifically Related to Service Animals

### A. Permitted Inquiries

1. In general, members of the McPherson community should not ask about the nature or extent of a person's disability. However, as permitted by the ADA, if it is not obvious that the animal is required because of a disability, the handler may be asked:

- a. If the animal is required because of a disability, and
- b. What work or task the animal has been trained to perform.

2. The handler should not be asked for documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, McPherson community members should not make inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., if the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

### B. Areas Off Limits to Service Animals

While service animals are generally allowed to go anywhere on campus that the handler is allowed to go, there are certain areas where the presence of a service animal fundamentally alters the nature of a program or activity or is disruptive. Examples of the areas that are off limits to service animals include:

- a. Research Laboratories: The natural organisms carried by



service animals may negatively affect the outcome of the research. At the same time, the chemicals and/or organisms used in the research may be harmful to service animals.

b. Mechanical Rooms/Custodial Closets: Mechanical rooms, such as boiler rooms, facility equipment rooms, electric closets, elevator control rooms and custodial closets, are off-limits to service animals. The machinery and/or chemicals in these rooms may be harmful to animals.

c. Food Preparation Areas: Food preparation areas are off limits to service animals per health codes.

d. Areas Where Protective Clothing is Necessary: Any room where protective clothing is worn is off-limits to service animals. Examples impacting students include the kiln, chemistry laboratories, wood shops and metal/machine shops.

e. Areas Where There is a Danger to the Service Animal: Any room, including classroom, where there are sharp metal cuttings or other sharp objects on the floor or protruding from a surface; where there is hot material on the floor (e.g., molten metal or glass); where there is a high level of dust; or where there is moving machinery is off-limits to service animals.

f. Questions regarding areas that are off limits to service animals should be directed to the Academic Development, Executive Director of Operations or, in the laboratory setting, the laboratory instructor. Exceptions may be granted in some circumstances.

## VII. Additional Matters

A. Concerns – Concerns regarding an animal covered by this policy may be brought to the attention of the Office of Academic Development, Student Affairs Division or the Executive Director of Operations.

1. Also, individuals with animals covered by this policy in residential housing should understand that issues may arise with other residents. The individual with the animal should be receptive to these concerns and, if necessary, contact the Division of Student Affairs for assistance in resolving the situation.

2. Other residents with minor concerns about an animal in their residence hall may discuss the matter with the owner/handler or talk with a representative of the Residence Life Staff. Major concerns should immediately be brought to the attention of the Division of Student Affairs.

3. Employees and visitors may also raise concerns about this policy with the Director of Human Resources at (620) 242-0454.

B. Grievances – If the decision is made to deny a request for or remove an animal covered by this policy, employees and visitors may informally discuss the situation with the College President in order to reach a resolution.

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## **ADM 230 – Expenses & Expense Reimbursement**

### **GENERAL:**

It is expected that from time to time it will be necessary and appropriate for an employee, as a part of their assigned duties, to incur expenses on behalf of the College.

The College intends to pay, or reimburse employees, for all reasonable, necessary, and appropriate expenses in a timely manner. To ensure that College resources are used appropriately, this document sets forth the expectations associated with expense reimbursement.

### **POLICIES:**

#### **College Credit Card Policy**

College credit cards are made available to various College

employees to be used for the payment of the College expenses including lodging, car rental, meals, airline tickets, online purchases, and other miscellaneous expenses. These college credit cards are intended for business related expenses only and are not to be used for any other purpose such as personal expenses.

### **College Cash and Check Advance Policy**

The College makes available from time to time cash or check advances to academic staff, administrative staff, and to certain authorized clubs to be used for the payment of the College expenses. These advances are intended for business related expenses only and are not to be used for any personal purchases.

### **Reimbursement Policy**

Persons who incur expenses for College business are encouraged to incur the lowest practical and reasonable expenses that effectively accomplish the intended purpose. College employees are expected to avoid impropriety, or the appearance of impropriety, in any expense. They must conduct College business with integrity, and in a manner that excludes consideration of personal advantage or creates a conflict of interest (or the appearance of such a conflict).

This policy applies to all college employees requesting reimbursement from the College, regardless of the source of funds. Departments may elect to impose additional controls over expenditures consistent with those required within this policy.

If there is any question regarding the potential appropriateness or necessity of an expenditure, please consult the Cabinet member responsible for your department or organization. You may also address such questions to the Business Manager.

Failure to abide by these policies and associated procedures,

or inappropriate use of the College credit card, may result in the College refusing to pay or reimburse the expense. It may also result in the cancellation of the credit card. In any case of misuse, the College reserves the right to recover any monies from the employee and to take appropriate disciplinary action.

## **PROCEDURES:**

### **College Credit Card Procedure**

All charges listed on the credit card statement must be supported by original itemized receipts. For any online purchases, a screen print with itemized detail documents the charge. Each receipt should have hand-written comments stating the purpose of the purchase, the account code(s) to which the expense is to be charged, the signature of the individual submitting the receipt and the date it was signed.

Receipts for credit card purchases may be submitted as they are incurred, but they must be submitted for the prior month's charges no later than the 10th of the current month. Each individual holding a College credit card will have his/her own individual folder located in the Business Office where credit card receipts will be filed. The business office will inform (via email or phone call/message) individuals of missing receipts or account codes. To facilitate timely payment of the credit card bill, the cardholder should provide the requested documentation within 3 weekdays or make other arrangements acceptable to the Business Office.

Once a reconciliation of receipts and credit card statements has been performed by the Business Office, those statements with supporting receipts will be submitted to credit card holder's supervisor for approval. Supervisors will then be required to resubmit those statements with a signature of approval (on the statement) to the Business Office in a timely manner.

## **Wal-Mart Card Procedure**

The College provides for the use of a Wal-Mart charge card for College purchases. All charges listed on the Wal-Mart charge card must be supported by original itemized receipts. Each receipt should have hand-written comments stating the purpose of the purchase, the account code(s) to which the expense is to be charged, the signature of the individual submitting the receipt and the date it was signed. Wal-Mart charge card should be returned to the Business Office as soon as possible following its use.

## **Reimbursement Procedure**

To receive reimbursement for out-of-pocket expenses, an employee must complete a reimbursement form (RF) electronically and submit it to the Business Office. (If a college credit card is used for all expenses, a RF is not required because credit card charges are not out of pocket expenses.)

Note to Faculty: This reimbursement procedure does not apply to faculty professional development expenses. Please continue to submit a Professional Development Attendance Report to the Provost's office.

## **Allowable expenses**

Any amount listed for reimbursement must be for an allowable expense (necessary, reasonable, and customary for the stated business purpose) and the amount of the reimbursement request must be accurate. It must also reflect an out-of-pocket expense to the individual (i.e., it cannot have been charged to a college credit card, or otherwise paid by the College).

Basic Instructions for completion of RF:

### **Do**

1. Complete all applicable fields
2. Explain business purpose clearly and concisely
3. Attached conference registration forms, overall

conference agendas, etc. and whatever is needed to outline basis activities and schedule.

4. Attached all required itemized receipts for expenses claimed.
5. Double-check accuracy of mileage amounts.
6. Include explanatory comments for any unusual circumstances or costs
7. Obtain all needed signatures (including yours)
8. Whenever possible, submit the completed RF as soon as reasonably possible after incurring the expense and no later than 30 days after the expenditure.

### **Don't**

1. List college credit card charges as reimbursable items

### **College Cash and Check Advances**

Advances are funds issued to an individual to cover expected College expenditures. Cash advances will not exceed \$200. Check advance will not exceed \$500.

To request a cash advance:

1. Complete a cash requisition form
2. Receive approval for cash advance from your supervisor
3. Submit form to the business office 5 business days prior to the need for the cash

To request a check advance:

1. Complete a check requisition form
2. Receive approval for cash advance from supervisor
3. Submit form to the business office 15 days prior to the need for the check

If an advance has been issued, a RF must be submitted within 15 days of the expense being incurred, with a check or cash attached if unused funds need to be returned.

### **Mileage Reimbursement Policy:**

It is the policy of McPherson College to reimburse employees for expenses associated with the reasonable and necessary use of their privately owned vehicles in connection with College business. Prior approval by the employee's supervisor is required.

**Occasional Rate:**

Reimbursement will be made of a per mile basis at the Occasional Rate.

Effective January 1, 2019, the Occasional Rate is \$0.58 per mile and is subject to change.

This rate may be reviewed from time to time and shall be changed upon recommendation of the Business Manager, with the concurrence of the President.

**Recurring Rate:**

Some College employees are expected to drive a substantial number of miles on College business as a part of their recurring job duties during the course of a year (e.g., fundraisers, recruiters, etc.) The College will identify the positions and persons occupying these positions for reimbursement of expenses for mileage using a personal vehicle at a higher Recurring Rate.

Effective January 1, 2019, the Recurring Rate is \$0.58 per mile and is subject to change.

The Business Manager, in consultation with the appropriate Cabinet member, shall designate those positions and persons eligible for reimbursement at the Recurring Rate each year by July 1. Changes in the list may be made throughout the year as needed at the discretion of the Business Manager.

In situations where an employee is expected to drive significant miles on College business, the employee and their supervisor are encouraged to consider the use of rental cars

as well as personal vehicles.

### **Miscellaneous:**

Should an unusual situation arise, exceptions to these Policies and Procedures will be handled on a case by case basis following approval by the Business Manager and the individual's direct supervisor.

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## **ADM 235 – Whistleblower**

McPherson College imposes strict standards to prevent fraud and dishonesty. If employees become aware of any evidence of fraud and/or dishonesty, they should immediately advise their supervisor or staff officer with whom they feel most comfortable, so the College can promptly investigate the matter.

In instances where a staff officer or a member of the board of directors is suspected of a fraudulent act, the president or vice president should ordinarily be informed. Depending on the accusations, however, a concerned staff member may wish to communicate directly with the chair of the board of trustees. The chair will in turn bring the matter to the attention of the audit committee for such action as the committee finds appropriate in the circumstances.

Employees bringing forward such information will be protected against any adverse employment action. Any employee who is found to have engaged in retaliation will be subject to severe disciplinary action, up to and including termination of employment.



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## **ADM 240 – Military Recruiters**

McPherson College's Statement of Mission expresses the College's dedication to providing "an environment shaped by the essential values of its founding denomination," the Church of the Brethren. Among these values are non-violence and peace. As one of the historic peace churches, the denomination has maintained its opposition to war and counsels its members against participation in the military. The Brethren also, as noted in the mission statement, "affirm diversity within the community," and the pursuit of truth is done "with respect for the consciences and value differences of others."

Thus the official policy of McPherson College is to permit official military recruiters on campus, but only when they are specifically invited to visit with a member of the College community. Individual students may request such visits through the career services office and will be assigned a private room for an interview. There will be no general enlistment activities on campus. This includes posters, advertisements in College publications, special display tables or booths for recruitment materials, and commissioning ceremonies.

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## **ADM 245 – Intellectual Property Policy**

McPherson College is dedicated to the search for truth and to sharing the resulting knowledge for the common good of society. The college therefore encourages faculty, staff, and

students to undertake creative and scholarly work and to apply an entrepreneurial mindset to the development of new and useful ideas, materials, products, devices, and services. Such creative and scholarly activity provides educational opportunities for students, advances the professional development of the individuals involved, enhances the reputation of the college, and contributes to the public welfare.

As a rule, the rights to intellectual property developed by students or employees as a result of creative, scholarly, or entrepreneurial activity remain exclusively with the individual or group of individuals responsible for developing that intellectual property. This is the case regardless of the college facilities, equipment, or financial resources used in the development process and regardless of the type of intellectual property. Inventions, discoveries, procedures, systems, concepts, methods, course materials, publications, creative works—the rights to these and all other forms of intellectual property belong to those who develop them. In return for this expression of good faith, the college asks that those whose commercially profitable ideas or products have benefited from the use of college facilities or resources will consider a voluntary contribution to the college acknowledging the benefits received.

*Joint ventures.* In a few cases, the college may enter into a joint venture with a college employee or student. In such cases, the college's claim to any property rights or profits will be clearly described. Unless there is such a signed agreement, McPherson College will make no claims to the intellectual property of faculty or students.

*Horizon Fund Recipients.* McPherson College encourages students and faculty to pursue entrepreneurial activities through Horizon Fund Grants. Consistently with the intellectual property policy above, recipients of Horizon Fund Grants sign a form granting them exclusive rights to all generated revenue

and any resulting intellectual property. In addition, the form makes it clear that the college has no legal liability for debts, financial loss, or other claims against grant recipients or their ventures. A copy of the release form is available from the coordinator of entrepreneurship or from the Office of the President.

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## **ADM 280 – Information Technology Usage**

This statement constitutes a college-wide policy for the appropriate use of all McPherson College computing and network resources. It is intended to provide effective protection of individual users, equitable access, and proper management of those resources. These guidelines are intended to supplement, not replace, any and all existing laws, regulations, agreements, and contracts that apply to those resources.

Access to the McPherson College network and computer systems is granted subject to College policies and local, state and federal laws. Appropriate use should always be legal and ethical, reflect academic honesty and community standards, and show restraint in the consumption of shared resources. The use should demonstrate respect for intellectual property, ownership of data, system security, each individual's rights to privacy, freedom of speech, and freedom from intimidation and harassment.

McPherson College is not responsible for unlawful, unethical, or otherwise unacceptable use of the information technology environment, including computers and computer networks or other electronic communication systems.

It is the responsibility of every user to be aware of the possible effects of manipulating information in the electronic form, to understand the changeable nature of electronically stored information, and to continuously verify the integrity, correctness and completeness of all information that is compiled, created or used.

Use of McPherson College network and computer systems is conditioned upon compliance with this and other College policies and applicable laws. Though not exhaustive, the following is a partial list of activities that are **NOT** allowed:

- using facilities, accounts, access codes, privileges or information that you are not authorized to use;
- downloading or uploading substantial parts of copyrighted work without authority (see Penalties for Copyright Infringement below)
- viewing, copying, altering, or destroying anyone's files without the individual's permission;
- representing yourself as another user;
- harassing others;
- creating and/or forwarding chain letters;
- viewing, posting or mailing obscene materials;
- playing games that interfere with academic or administrative use; or gambling at anytime.
- making, distributing, or using unauthorized copies of licensed software;
- unauthorized copying, reproducing or redistributing of another's text, photos, sound, video graphics, or information formats;
- obstructing another's work by consuming large amounts of system resources;
- introducing or producing destructive software (viruses, etc);
- attempting to cause or intentionally causing system crashes;

- running or configuring software or hardware to intentionally allow access by unauthorized users;
- attempting to circumvent or subvert any system's security measures;
- e-mailing unsolicited advertising or otherwise using College network and/or equipment for commercial gain;
- disrupting services, damaging files or intentionally damaging or destroying equipment, software or data belonging to others;
- using computing resources for unauthorized monitoring of electronic communications.

All users should report any improper usage of McPherson College's computers, networks or other information processing equipment to Computer Services, ext. 2456 or 620-242-0456.

For reasons of efficiency and security, McPherson College reserves the right of access to all data contained on any computer equipment owned by the College. Employees are advised that, as against the College, they have no legitimate expectation of privacy with respect to their use of such equipment.

Persons in violation of this policy are subject to the full range of sanctions and discipline, up to and including termination. Some violations may constitute criminal offenses, under local, state or federal laws. The College will carry out its responsibility to report criminal offenses to the appropriate authorities.

*Penalties for Copyright Infringement.* Penalties for copyright infringement can be particularly severe. Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial

parts of copyrighted work without authority constitutes infringement, penalties for which include civil and criminal penalties.

In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or “statutory” damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For “willful” infringement, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorney’s fees. For details, see Title 17, United States Code, Sections 504, 505. Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense. For more information, please see the website of the U.S. Copyright Office at: [www.copyright.gov](http://www.copyright.gov).

Legal alternatives to downloading copyrighted materials, both paid and free, are abundant on the Web. In addition to such well-known sources as Youtube, Vimeo, Netflix, Hulu, Pandora, Amazon Prime, iTunes, Apple Music, Spotify, Rdio, Rhapsody, et al., for streaming video and music, the following Web pages index a wide range of free, public domain or Creative Commons-licensed materials that can be used in student projects:

Images: [53+ Free Image Sources](#)

Audio: [Best Free and Legal Music Download Sites](#)

Video: [Free Video Sources](#)

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# **ADM 300 – Library and Media Services**

Miller Library is committed to supporting faculty, staff, and students in their classroom activities, independent research, personal development, and cultural and societal studies and to helping all students achieve information literacy, in general and in their specific areas of study. All staff members are therefore, entitled and encouraged to make full use of the resources and services available.

The McPherson College identification cards will permit you to borrow all circulating materials under the same policies applicable to students. All online resources are accessible on campus computers and off- campus by using your email address and password. Also, interlibrary loan and reference services are available. Please ask for assistance in Miller Library and/or consult the Miller Library web pages for additional information.

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## **ADM 310 – Parking**

Licensed vehicles on campus are to be driven only on the streets and parked in areas designated for parking. Motor vehicle operators are to abide by traffic laws. Parking is available on College lots and surrounding streets.

All licensed vehicles owned or operated by students, faculty and staff must be registered with the College. Registration occurs in the office of the Dean of Students and each registered vehicle will receive a sticker to be affixed to the windshield of the vehicle.

All vehicles are to be parked headed into the parking space.

Non-licensed, non-motorized vehicles (bikes, scooters, skateboards, etc.) may be used as transportation on campus. Please yield the right of way to pedestrians. Bike racks are located outside many buildings on campus. Bikes may be parked inside residence halls in designated bike storage areas or in a resident's room (provided the roommate concurs).

It is recommended that vehicles be locked at all times and that valuable items not be left in a visible location in a vehicle. It is also recommended that other forms of transportation (i.e. bikes) be locked when not in use.

Registered vehicles are not to be left in on-campus lots for extended periods when the College is not in session, unless the owner is still living in a College residence during the break.

Persons operating or parking a vehicle in a manner that violates the above policies are subject to disciplinary action imposed by the McPherson Police and/or the College. Parking violations at McPherson College will be enforced according to the following "three strike" system:

- 1) On the first observed violation, the offending vehicle will be ticketed and the offense documented in our system and its owner will be required to pay a \$10 fine.

- 2) On the second violation, the offending vehicle will be ticketed and in the case of students, the owner will be subject to additional sanctions as determined through Student Conduct, which could include additional fines and required trainings. If the vehicle is registered to a staff member, the supervisor of the employee will be notified.

- 3) On the third violation, the offending vehicle will be towed at the owner's expense.



These actions may be in addition to any actions deemed necessary by the McPherson Police department regarding the inappropriate use of vehicles on campus, College-owned properties, and the surrounding area.

### **Examples of illegal or inappropriate actions:**

The following examples are not an exhaustive list; they are a representative sample of actions that do not comply with City or College vehicle policies.

- Parking or leaving a running vehicle next to a curb that is painted yellow, for any period of time. This includes areas such as the circle drive outside Mohler, Sport Center, and Metzler. The specified areas are designated to be kept clear for emergency vehicle access.
- Parking in a handicapped spot, for any period of time, without having appropriate vehicle identification (license plate, window sticker, etc.).
- Parking vehicles on College lots that are not eligible to be there (non-licensed vehicles, non- operating vehicles, etc.).
- Parking licensed vehicles anywhere on campus, other than parking lot
- Parking a vehicle inappropriately in a parking lot, in the triangle area at the end of a parking row, on a sidewalk, in an alley, or on a la Prohibited examples include a car backed into a parking space or parked at the end of a row where there is no space available.
- Parking vehicles, such as bikes, inside campus building Bikes can be parked in designated areas (if available); however parking in hallways or stairwells poses a danger to other people in the event of an emergency evacuation.
- Driving licensed vehicles on campus sidewalks or grassy areas.
- Riding bikes, skateboards, or scooters on raised concrete areas such as Harnley Garden, the library steps, gazebo, or the brick seats around the circle

drive.

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# **ADM 315 – McPherson College Risk Management Policies**

The role of Risk Management is to make and implement decisions that will minimize the adverse effects of accidental losses as well as business losses to the College.

Responsibilities involve:

- Identification of risks and liability exposures by performing risk assessments and analysis with departments.
- Evaluation and selection of risk management techniques.
- Review of contractual agreements to transfer risk and liability exposures and ensure that insurance requirements are appropriate.
- Management of claims against the College involving bodily injury, property damage, automobile, and other types of losses.
- Administer and management of the College's Liability, Property, student health, and other programs through insurance and self-insurance programs.

The Office of Financial Services also works very closely with campus organizations and departments involving student and academic programs, travel-related matters, motor vehicle record checks for employees and students, student driver safety classes, certificates of insurance, and use of facilities.

## **Bus Chartering Procedures:**

As of 2012, a new bus chartering policy is in place. In addition, the College has signed a contract with a single provider and requires campus departments and student organizations to do business with this provider.

When a bus provider is hired, the only documentation a department should accept for signature from the provider is the "Confirmation" evidencing the date(s) of service, pick-up and drop-off information, cost and billing detail (total expense and deposit are determined between the provider and College department), description of vehicle, and it may contain other detail related directly to the trip. It must not include any provision stating that the College would be responsible for property damage, liability, negligence, etc.

Obtain certificates of insurance and request to be added as an additional insured under the chartering company's policy.

**Invoices and Payments:** Bus chartering invoicing and payments are on an as used basis.

### **Trip Cancellation Procedures:**

In cases where cancellation by the College of a trip is necessary due to unforeseen circumstances, the College will strive to notify the bus provider as soon as possible.

1. In cases where cancellation by the College of a trip occurs no less than six (6) hours before embarkation from the bus provider's workplace, there will be no trip and/or penalty charges assessed. Any prepaid trip deposit will be returned to the College.
2. In cases where cancellation by the College of a trip is necessary due to unforeseen circumstances is less than six (6) hour notification, any penalty charges assessed will not equal the full cost of the planned trip. Such charge should be no larger than is needed to defray the

bus provider's expenses, i.e. hourly compensation for the bus driver commuting to/from work site.

3. The College will work closely with the bus provider to confirm and schedule, with as much advance notice as possible, all anticipated trips to ensure a positive working relationship. Transportation often occurs before or after normal 8:00 am – 5:00 pm business hours. Firm departure dates will be shared with the bus provider as soon as they are available, especially in the case of College Athletics department team trips.

### **Trip Tardiness/No Show**

Should the coach or bus and driver arrive at the trip point of origin more than thirty (30) minutes late from the arranged time or not arrive at all, all charges connected with alternate arrangements, either made by McPherson College authorized personnel or the bus provider, will be the responsibility of the bus provider.

## **Driving College Owned and Rented Vehicles Including Safety and MVR Review**

Only McPherson College faculty, staff, students and volunteers, who have an acceptable Motor Vehicle Record (MVR) and have been approved to drive a College Vehicle (College-owned, leased, or rented vehicles), by Facilities Management and Human Resources offices, are authorized to reserve and operate College Vehicles. Students are only allowed to operate a College Vehicle in the United States and its territories.

### **Minimum Age and Experience Requirements**

The following minimum age and experience requirements apply to all individuals (employees, students, and volunteers) authorized to drive any vehicle on school business:

- Drivers of high occupancy vehicles must be at least 21

years of age *and* have been licensed for a minimum of three years prior to driving on school business.

- Drivers who require a Commercial Driver's License (CDL) (Class A, B, or C per statute) to perform their job duties for the school must be at least 21 years of age *and* have been licensed for a minimum of three years prior to driving in a CDL capacity on school business. CDL drivers must comply with applicable requirements for medical certification and drug testing.

- Driver Licensing Requirements

- School employees, who drive on the job, must have a valid Driver's License, of the classification appropriate to the type of vehicle being driven.
- Foreign Drivers Licenses and International Drivers Licenses are not acceptable for driving on school business. Individuals with non-U.S. driver's licenses must obtain a valid US Driver's License prior to driving on school business.

### Motor Vehicle Record Review

The school is required to review the Motor Vehicle Record (MVR) of all authorized drivers to evaluate their licensing status and citation history. Based on the MVR review, each driver's status is classified as acceptable, conditional, or unacceptable. This section describes the MVR review process and the point system used for assigning driver status.

- A standard MVR review includes the most recent 36 month period from the date of the request. If the full 36 month record is not reasonably available for review, the available record will be evaluated by Risk Management on a case-by-case basis. Citations that are more than 36 months in the past are not included in the review.
- MVR review is initially conducted for new hires as part of the school's background screening process.
- Standard MVR review is scheduled at least annually for all registered drivers. MVR review is also performed

after any vehicle accident involving a school driver, on an increased frequency for conditional drivers, and on request from a supervisor if there is a reasonable basis for the request.

- All MVR reviews required for hiring decisions are conducted by Human Resources. Human Resources reviews the MVR and advises the hiring authority of the applicant's status as acceptable, conditional, or unacceptable, so this information can be incorporated into the hiring decision.
- In the event of an adverse finding only (conditional or unacceptable), RM&S forwards this information to the driver's supervisor and Department Head with any specific driving limitations and instructions that arise from the driver's MVR review.
- If MVR review outside the hiring process (students, volunteers, current employees) requires an out-of-state record for any portion of the 36 month driving record, the record must be obtained through Human Resources.
- MVR review information is considered a personnel record, and is therefore not subject to public records inspection or release unless required by subpoena, court order, or law. Each driver's Motor Vehicle Record (MVR) is evaluated using the point system outlined below:
  - For purposes of this Fleet Safety Policy, a Moving **Violation** is any citation issued for which the Motor Vehicle Division assigns points to the driver's record, except those listed below as Serious Violations. Examples include speeding, traffic control violations, failure to yield, etc.
  - Example of a **Serious Violation** includes any **conviction** for Driving Under the Influence (DUI), Reckless Driving, Racing on Highways, Aggressive Driving, Leaving the Scene of an accident, etc.

Moving Violation = 3 points

At Fault Accident = 4 points

<b>ACCEPTABLE</b> 4 or fewer points	<b>CONDITIONAL</b> 6–8 points	<b>UNACCEPTABLE</b> 9 or more points
No more than one moving violation or at-fault accident in the last 36 months	More than one, but not more than two moving violations in the last 36 months	Three or more moving violations in the last 36 months OR any serious violation in the last 36 months
Example:	Example:	Example:
1 speeding ticket = 3 points	2 speeding tickets = 6 points	3 speeding tickets = 9 points 1 DUI
	1 At Fault Accident = 4 points	2 Speeding tickets and 1 At fault accident = 10 points
Acceptable=MVR	Any of these situations = Conditional MVR	Either situation = Unacceptable MVR

#### Requirements for Conditional or Unacceptable MVR Status

The following management actions are required for current school drivers who have a **Conditional** motor vehicle record:

- Upon determining that a school driver has a conditional MVR, RM&S will provide written notification to the driver's supervisor and the Department Head, with instructions and the expected duration of conditional status, assuming no additional moving violations are received. The driver's supervisor must obtain written authorization from their Department Head to allow the driver to continue driving on school business while their MVR is in conditional status. Conditional MVR drivers must complete defensive driving instruction as instructed by RM&S. While in conditional status, the MVR will be reviewed every 90 days to monitor if additional moving violations have occurred.
- Failure to maintain an acceptable or conditional driving

record may result in the driver's department taking action up to and including suspension or revocation of school driving privileges and/or termination of employment.

The following management actions are required for current school drivers who have an **Unacceptable** motor vehicle record:

- Upon determining that a driver has an unacceptable MVR, RM&S will provide written notification to the driver's supervisor and Department Head with instructions and the expected duration of unacceptable MVR status, assuming no additional moving violations are received.
- The driver must be advised in writing by either the supervisor or Department Head that the driver is prohibited from driving any vehicle on school business until the driver receives written notification from their supervisor that their driving status has returned to either conditional or acceptable status. Drivers who transition from unacceptable to conditional status require written authorization to drive.
- A current MVR review must be conducted by RM&S prior to re-instatement of driving privileges.
- Failure to maintain an acceptable or conditional driving record may result in the driver's department taking action up to and including suspension or revocation of driving privileges and/or termination of employment.

The following management actions are required for **job applicants** who have either **Conditional** or **Unacceptable** MVRs:

- Human Resources will evaluate the MVR of job applicants as part of regular pre-hire background screening and will advise hiring departments and RM&S of a job applicant's MVR status.
- The hiring department is responsible for evaluating the essential functions of the job and determining whether to proceed with the hiring of the applicant.



- If an applicant is hired with a conditional MVR, then the requirements outlined above are immediately applicable upon hiring.

No applicant may drive on school business with an unacceptable driving record.

### **Student Driving (Undergraduate & Graduate Students)**

The required age for driving outside the boundaries of McPherson County is a minimum of 21 years of age. Nontraditional students over 25 may drive 15-passenger vehicles. **Please note:** Student drivers must be relieved of driving responsibilities every 3 hours; if travel will exceed three (3) hours (one way), then two (2) approved drivers are required. .

### **Domestic Vehicle Rentals (United States), Including Puerto Rico**

If renting a vehicle in the United States, including Puerto Rico, there is no need to purchase the Collision Damage Waiver that is offered by the rental agency. However, if an accident occurs that involves injuries or damage to the rental vehicle, another vehicle, or other property damage (to a structure, building, guardrail, etc.), it must be reported *immediately* to the local police agency, rental agency, and to the Financial Services Office at McPherson College, no matter how minor the injury or damage is.

### **International Vehicle Rentals**

Employees who rent a vehicle outside of the United States, except for Canada, must purchase the Collision Damage Waiver offered by the rental agency. An employee must be an approved College driver prior to arranging for and operating a vehicle in another country and the approved College driver must meet all applicable laws in the country where operation of a vehicle will occur. Please review "Rental Vehicles Allowed"

for the types of vehicles that are approved to be rented under the College name. Students are not allowed to operate vehicles outside of the United States, including Canada and Mexico.

Every accident with or without injuries, including any property damage, needs to be reported *immediately* to the local police, the rental agency, and to the Offices of Public Safety and the Financial Services Office at McPherson College.

Refer to McPherson College Staff Policy, #6.08 Vehicle Rental and McPherson College Staff Policy #6.09 15-Passenger Van Rental.

### **Motor Vehicle Accident Reporting Procedures**

In the event of an accident, which causes injury to persons or property, dial 911. Then contact your supervisor immediately.

For non personal injury or property damage accidents. please review the lease documentation in the vehicle's glove compartment. Then contact your supervisor immediately.

### **Rental Vehicles Allowed**

If renting a vehicle from an outside rental agency (e.g., Enterprise, Hertz, Avis, an international agency, etc.), 15-passenger vans, minivans and compact, mid-size, and full-size cars can be rented under McPherson College policies.

If a department needs to rent a large vehicle for special purposes for domestic travel (e.g., a U-Haul van/truck), *please contact Financial Services prior to making any rental arrangements*; these requests will be reviewed on a case-by-case basis and will also need to be reviewed by the respective department's supervisor and possibly by others. Not all requests may be able to be accommodated. Only College employees who are approved College drivers and have sufficient experience driving large vehicles will be approved to operate such vehicles, as determined by Financial Services and the respective department's supervisor. Students are only

permitted to drive smaller vehicles and in the United States only (e.g., sedan, minivan, etc.). It is common for a rental company to issue a rental agreement and request evidence of auto insurance from the College. A rental agreement is considered a contract; therefore, it would be governed by the College's contract policy; only certain individuals at the College have signatory authority, which is stated in the contract policy.

### **Motor Vehicle Accident Deductibles**

When an at-fault motor vehicle accident occurs involving a College Vehicle, the department will be charged an automobile insurance deductible to assist with covering the cost to repair the vehicle. The vehicle damage assessment is conducted by the McPherson College garage and by an outside automobile repair shop. The deductible that will be charged to a department will either be \$500 or \$1,000, which will depend on the type of College Vehicle. Only approved College drivers are authorized to operate a College Vehicle.

### **Transporting Individuals Not Affiliated with McPherson College**

Individuals not affiliated with McPherson College should provide proof of health and automobile insurance prior to being transported in any college owned or rented vehicle.

## **Forms:**

### **McPherson College Travel Form**

The McPherson College Travel Form can be used by faculty and staff who are coordinating student events or trips as a way to ensure that important emergency contact, participant information, release of liability and medical information is on hand in the event of an emergency. The forms must be retained in a secure location in the relevant department/school for 3 years from the date of the event/trip for all participants who are age 18 and older and must be

retained indefinitely for minors (those under age 18).

The McPherson College Travel Form is located on the college intranet under HR forms, McPherson College Travel Form.

### **McPherson College Travel Release of Liability Waiver**

Each person participating in a college-related activity must sign a waiver and the event organizer must sign the waiver as a witness. Waivers must be retained in a secure location in the relevant department/school for 3 years from the date of the event for all participants who are age 18 and older and must be retained indefinitely for minors (those under age 18).

A release of liability waiver form is located on the college intranet under HR forms, McPherson College Travel Release of Liability Waiver.

## **Injuries:**

If an injury occurs on campus:

- Students: Office of Student Life
- Visitors: Facilities Director
- Employees: Human Resources Office

If an injury occurs to a student or employee during travel (off campus) for any College-sanctioned trip, please notify the Academic Affairs Office.

If an employee is injured, the Workers' Comp First Report of Injury Form must be completed within 24 hours and submitted to the Human Resources office. The Workers' Comp First Report of Injury Form is located on the college intranet under HR Forms, Workers' Compensation. Workers' Compensation insurance covers those who are injured or become ill as a direct result of their job. Questions may be forward to Human Resources.

# Insurance:

**Insurance Requirements for Vendors (SUBJECT TO CHANGE DEPENDING ON SCOPE OF WORK). These requirements do not apply to construction projects.**

McPherson College requires Certificate(s) of Insurance be on file with our Financial Services Office for review and approval prior to the commencement of any work by your firm. Mailing address is McPherson College, 1600 East Euclid, McPherson KS 67460.

McPherson College brokers with IMA in Wichita, KS for its insurance.

## **1. The standard insurance requirements are as follows**

Vendor agrees to obtain and maintain in full force and effect the following insurance (at Vendor's own expense to cover activities of Vendor and its agents, subcontractors and/or employees) before commencement of any awarded work and throughout the duration of the Agreement: **Commercial General Liability** insurance on an occurrence form, including broad form blanket contractual liability coverage, for claims arising in connection to this Agreement for personal injury, bodily injury, and property damage, including products and completed operations, with available limits not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 general annual aggregate. **Comprehensive Automobile Liability Insurance** covering all owned, non-owned and hired vehicles with limits of liability not less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage. **Umbrella/Excess Liability Insurance** over all underlying exposures with limits of not less than \$5,000,000 per occurrence. **Workers' Compensation** policies, including Coverage B Employer's Liability, in full compliance with the Workers' Compensation Laws of

the State of Kansas and all states where the work is performed or in which a claim shall be presented. If employer is located or resides outside the State of Kansas, the certificate must evidence the policy coverage applies to All States.

2. **In addition, and if applicable to the scope of work by Vendor, the following insurance policies may also be required: Professional Liability/Errors & Omissions Insurance and/or Technology Services Errors & Omissions/Technology Products Errors & Omissions** with minimum limits of not less than \$1,000,000 limit and in the annual aggregate (or higher limits may be required), inclusive of defense costs, and must indicate if it provides occurrence or claims-made coverage. If Professional Liability coverage is written on a claims-made form, coverage must be maintained for a minimum of three years after completion of contract. If Professional Liability policy has a self-insured retention or deductible greater than \$25,000 it is required that an audited financial statement be submitted for review. Any insurance written on a claims-made form must indicate retro date. McPherson College must be named as an additional insured under Professional Liability/Errors & Omissions Insurance and/or Technology Services Errors & Omissions/Technology Products Errors & Omissions policy. Further, an appropriate **endorsement** deleting the Insured vs. Insured exclusion must be evidenced, so as not to impede a claim by College for a wrongful act of Vendor. **Cyber Liability Insurance** requirements are the following, but the policy limits may change depending on the scope of work and cyber exposures. Network Security / Privacy Liability with breach response coverage: Liability should have a minimum of \$1,000,000 limit and in the annual aggregate and include breach response, inclusive of defense costs. If cyber liability policy or policies are written on a claims-made basis, coverage must be in place for a

period of at least 12 months after the completion or termination of the Agreement. McPherson College must be named as an additional insured under the cyber policy. Further, an appropriate **endorsement** deleting the Insured vs. Insured exclusion must be evidenced, so as not to impede a claim by College for a wrongful act of Vendor. **Commercial Crime Insurance/Employee Dishonesty Coverage** for loss of money, securities and other tangible property belonging to McPherson College, or for which such money, securities and other tangible property McPherson College is legally liable for, resulting directly from a fraudulent or dishonest act by Vendor's employee, or a Vendor's subcontracted employee, while performing professional services for McPherson College, in an amount not less than \$100,000 (limit may change depending on work performed for College) for any one loss or occurrence. Coverage will also extend to Third-Party Customer Extension, along with a Loss Payee Provision.

### 3. **For ALL policies required**

All insurance carriers shall be licensed in the State of Kansas, acceptable to McPherson College, and with a minimum rating of "A-," Class VII in Best's Key Rating Guide published by A.M. Best and Company, Inc. Insurance shall be on a **yearly basis** written for not less than any amounts of liability specified as part of this contract. The insurance may be provided in a policy or policies. The terms of all insurance shall be acceptable to the College. The limits of liability shall be as stated herein, unless prior to commencement of any work written approval is granted by the College for variance from those limits. Each insurance policy required to be provided, with the exception of the Workers' Compensation and Employer's Liability, shall be endorsed to name as additional insured McPherson College, their directors, members, officers, employees, students, and all other persons or entities as may be

reasonably required by McPherson College (see separate requirements for Professional Liability and Cyber Liability policies above). The coverage afforded the additional insured under these policies shall be primary insurance and shall include Products and Completed Operations coverage. Additional insured endorsement CG 2010 and CG 2037 or its equivalent, without modification, is mandatory providing additional insured status to the College including Completed Operations coverage. If the additional insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess, secondary and non-contributory basis. Waiver of Subrogation for General Liability policy and Auto Liability policy must be included and Vendor shall waive all rights of recovery, under subrogation or otherwise, against McPherson College, and will be stated as such on the Certificate of Insurance. Vendor shall furnish to McPherson College a Certificate(s) of Insurance evidencing all insurance as required herein and must contain a provision the coverage and limits of liability afforded under the policies shall not be materially altered, non-renewed, canceled, reduced or allowed to expire without thirty (30) days prior written notice to the certificate holder. Submittals of any of the foregoing documentation may also be required for any subcontractors. Subcontracting is allowable only with prior approval of the College. Vendor and subcontractors must abide by necessary procedures, requirements and regulations outlined in the contract.

**Certificates of Insurance**

A Certificate of Insurance is a document that evidences specific insurance coverage. The Certificate provides verification of the insurance and contains information on an insured's policies including; limits of coverage, insurance company name, policy number, named insured, additional insured, the policy effective/term dates, etc. A certificate is provided to third parties who



require it in the course of doing business with the insured party.

Certificates are usually requested by opposite parties in an agreement, contract, or transaction to make certain the other party has the appropriate insurance coverage.

The College's insurance requirements for third parties are subject to change depending on the scope of work. If you have any questions, please contact Financial Services. McPherson College requires a Certificate of Insurance when the College contracts with an outside party.

There will be times when College departments are required to provide a Certificate of Insurance to a third party for an off-campus event or activity. Please complete the Certificate of Insurance Request Form below at least 10 days prior to the scheduled event.

### **Student Health Insurance**

All athletes and international McPherson College students are required to carry student health insurance. They can purchase this from the college if needed. It is preferred that all students be covered by student health insurance of some type. We prefer the international students purchase this insurance even though they may have a policy that is accepted in the US.

## **Property and Liability:**

McPherson College protects its assets through a Property Insurance Plan brokered with IMA, Wichita, KS. This involves the College purchasing insurance to protect against risks, such as fire, weather damage, or theft, and also insures for a

broad scope of property losses, such as computers, equipment, and building contents, as well as for third-party liability losses. Insurance deductibles may also apply. All damage to or loss of College-owned property is to be reported to Financial Services immediately to determine if the loss is insured, self-insured, or qualifies for a third-party claim.

**Personal Property is Not Considered College-owned property.** Therefore, it is not covered by the College's Property Insurance Plan.

### **Computer Theft or Damage**

The College maintains an insurance program to cover the theft of College-owned computer equipment. In each instance of theft or damage, the department must report the details of the occurrence immediately to Financial Services and Information Technology Services. Details must include the date; time and location of loss; and equipment type and identification.

## **Travel:**

Financial Services works closely with campus departments on domestic and international travel arrangements. This involves faculty and staff who travel with students for academic programs, student organizations, sport teams, etc. Financial Services will assist with identifying risks associated with your travel, and then recommend how to implement risk management techniques, such as contracts, insurance, transportation methods, etc.

### **Domestic Travel:**

Travel resources include:

- ADM230 Expenses & Expense Reimbursement
- ADM 315 Risk Management Policies
- Staff Policy 6.08 Vehicle Rental
- Staff Policy 5.09 15-Passenger Van Rental

- McPherson College Travel Form
- Release of Liability Waiver

## **International Travel**

For all International travel, please contact the Office of Academic Affairs.

All McPherson College faculty, staff, and students are covered by insurance for medical and evacuation emergencies.

## **Contracts:**

### **Overview**

Many McPherson College employees, in the course of their regular work for the institution, are faced with the need to negotiate and execute contracts which legally bind the College. This policy and contract management guide is intended to provide those employees with a framework for understanding the specifics of the contract creation, review and acceptance process; the essential elements which should be incorporated into all contracts to which the College is a party; and the limits, constraints, authorities, and approvals required before a contract can be executed on behalf of McPherson College.

### **Reason for Policy**

Because all contracts create legally binding obligations, entering into a contract exposes College resources and College employees themselves to certain statutory and legal risks. To protect against this risk exposure, it is essential that departments or individual administrators intending to enter into a contract with outside parties follow established procedures with regard to responsibility and authority to execute contracts (including financial limits) as well as review procedures designed to ensure that proper contract requirements and approvals have been satisfied.

## **(A) Policy Statement**

Contracts entered into on behalf of McPherson College must be reviewed and approved by designated College personnel to ensure compliance with established College policy regarding contract language and stipulations. Contracts may only be executed by College designated signatories as specified in this policy.

The Performance of Work, Ordering of Goods, or Contracting of Services encompassed by a contract between McPherson College and a third-party vendor should under no circumstances commence prior to the review and approval of a formal contract as set forth in this policy document.

## **(B) Definitions**

**Contract** – A legally enforceable agreement, contract, lease, or license between two or more parties (for the purpose of this policy, letters of intent and purchase orders, whether or not legally enforceable, should be treated as contracts).

Included in this definition are:

- Contracts for the purchase (or the provision by the College) of goods and services (including purchase orders);
- Contracts for the purchase (or sale by the College) of real property;
- Contracts for the construction, renovation or maintenance of new or existing facilities;
- Contracts for the purchase (or sale by the College) of investments;
- Contracts to borrow funds (debt) or establish lines of credit;
- Contracts to establish annuity arrangements with donors;
- Contracts for the engagement of performers or entertainers;
- Contracts for the purchase (or sale by the College) of

professional services;

- Contracts for the purchase or use (or sale by the College) of patents or intellectual property;
- Contracts between a governmental agency or private funding source and the College for external funding of research projects or other activities;
- Contracts/agreements for student workers with outside agencies to participate in volunteer activities or “service learning”;
- Contracts for the use of College resources or facilities such as athletic venues, dining facilities, or other owned College properties;
- Contracts to lease facilities for college use.
- Contracts or subcontracts with another educational institution to participate in funding for research (or to subcontract funded research)

**Signatory Authority** -The authority of specifically designated (groups of) employees/representatives to sign on behalf of the College according to the tiers of financial limits or limits established in the corporate resolution set forth by this Contract Policy.

**Delegated Signatory Approval**-The delegation of signatory authority to authorized representatives to execute contracts on behalf of a College department where the total contract amount is less than \$50,000.00. Signatory approval may be granted to employees by the terms of this Contract Policy or in letter form by the President or a Vice President for Finance of the College.

**Sponsored Activities** -All grant funding agreements should be signed by the Vice President for Finance or a designated member of the finance staff.

**(C) Policy: Contract Requirements, Mandatory Clauses, and Contract Exclusions**

**Insurance**—The College requires certain minimum levels of insurance coverage in each of several areas for any parties contracting with McPherson College and contracting parties should attest to such coverage within the language of any contract, in addition to providing requisite certificates under McPherson insurance requirements(see Insurance attachment):

- General Liability including Products and Completed Operations: Minimum \$1,000,000.00
- Automobile Liability: Minimum \$1,000,000 Combined Single Limit (if operating vehicles or driving on McPherson campus or McPherson-owned or rented property.
- Workers Compensation: required for all parties performing work on College-owned or rented property.

Insurance amounts required may be higher for architects and contractors or others on major projects whose value exceeds \$5,000,000.00 and the College may further require that umbrella liability coverage be in place and acknowledged within contract language.

**Note:** The College itself may be required to provide general liability insurance when using a third party's real estate or equipment, to insure art work or equipment we are renting or leasing, or to insure vehicles we are renting. Where such insurance is required of McPherson College by a contract, the initiating employee should be in contact with the Vice President for Finance for guidance and documentation before executing any contract on behalf of the College.

**Indemnification Clause**—Any contracts executed on behalf of McPherson College should include an indemnification clause intended to protect the College against negligent acts by the contracting third party. Such clause should contain the following language:

[Contracting Party]\_\_ agrees to defend, indemnify, and hold

harmless McPherson College, its respective affiliates, contractors, officers, directors, trustee, employees and agents from and against all claims, liabilities, damages, and expenses, including attorney's and other professional's fees, arising out of or related to the intentional or negligent acts or omissions of [Contracting Party], its affiliates, contractors, officers, directors, trustees, employees or agents.

**Independent Contractor Clause**—Any contracts executed on behalf of McPherson College should include an independent contractor clause to ensure against the contracting party alleging employment status with the College. Such clause should contain the following language:

**Neither** [Contracting Party]\_\_, nor any person assisting [Contracting Party]\_ in its obligations under this agreement, shall be deemed to be an employee of McPherson College. Furthermore, the arrangements contemplated by this agreement shall not be deemed to constitute a partnership or joint venture between [Contracting Party]\_ and McPherson College. Neither [Contracting Party]\_\_, nor any other person assisting [Contracting Party]\_\_, shall be covered by an employee benefit program maintained by McPherson College including, but not limited to, health insurance and worker's compensation benefits.

**Identification of McPherson College**—The College shall be identified as **McPherson College** in all contracts and agreements. The **official address** for the College shall be **Office of the Vice President for Finance, 1600 E Euclid St, McPherson College, McPherson, Kansas 67460**. Contracts executed on behalf of the College should specify a primary contact person for all subscribing parties as well as phone and fax numbers for such contact persons.

**Legal Counsel Review**—If a prospective contract/agreement includes provisions:

- that pose substantial monetary, legal, or physical risks to the College;
- that contain non-standard clauses with which the College representative is not familiar or comfortable;
- that touch upon highly technical conditions, scope of work, or specific guarantees of performance

the Financial Services should be contacted to ascertain if outside counsel should be consulted prior to execution of the contract.

Contact with outside counsel for the purpose of contract review, should only be initiated through the Financial Services.

**Entire Agreement Clause**-The College requires that contracts include an entire agreement clause that clearly states that the written contract constitutes the whole agreement and that no verbal or side agreements will be acceptable or enforceable.

**Force Majeure Clause**-Contracts should contain a “force majeure” clause that addresses delay in performance or inability to perform caused by forces beyond the parties control (war, acts of god, natural disasters, etc.).

**Governing Law Clause**-The College requires that contracts specify that all contract provisions are governed by the laws of the State of Kansas.

**Termination in Event of Default Clause**-The College requires that contracts incorporate a “termination in event of default” clause. Such clause should define the events of a default clearly and should apply equally to both parties. Included in such events would be unsatisfactory performance, non-payment, unexpected change in contract terms, and any others as applicable to a specific contract. Such clause should also incorporate a provision for written notification of default to the defaulting party, including exact address and method of



communication acceptable for such notice of default. Additionally, such clause should contain provision(s) for remedy of default, specifying acceptable corrective action and time allowed for completion of such corrective action.

**Mandatory Clause Exclusions:** The College will not execute contracts which contain the following clauses or limitations:

- Automatic Renewal—No contract should include an automatic renewal clause
- Single Indemnification Clause(benefiting third party only) —The College does not allow single indemnification clauses that only protect the outside contracting party
- Limitation of Liability —No contract should contain language allowing the outside contracting party to limit their potential liability.
- Serving of alcohol—Except for approved Caterers, no contract should specify the provision of alcoholic beverages.
- Assessment of late fees — Any contracts executed on behalf of McPherson College should not include a clause permitting the supplier to assess late fees for amounts past due. In the event such late fee language cannot be removed from a contract after negotiation, late fees should be capped at a dollar amount per occurrence of 5% or less of past due amounts and no late fees should be assessed resulting from instances of force majeure

**Payments Under a Contract:** Where possible, contract language should specify that payment of College obligations under the contract will be made by College check under terms specified in the contract, preferably with early payment discount options.

When the College agrees to reimburse expenses of the contracting party for such items as meals, mileage, hotels, airfares, copies and documents, third party consultants, etc., contract language should specify that such reimbursements will

**only be made** upon presentation of receipts for such expenses by the primary contracting party.

**Specific Performance:** Wherever possible, contract language should carefully specify the obligations of the contracting party to perform a service for McPherson College including defined outcomes such as operation standards for equipment or objective measures of workmanship on construction as well as absolute timeframes for completion of work. Where contracts involve the delivery of products or systems, specifications related to such products or systems should be carefully and completely defined and provisions for testing and standards for formal acceptance should be embedded in the contract language.

#### **(D) Policy: Signature Authority and Review Process**

Six levels of signature authority and approval govern the execution of contracts on behalf of McPherson College. The signature levels defined below is required on any contract binding the College according to the schedule of monetary value of purpose below :

(1) Unless stated otherwise below, contracts with value **in excess of \$50,000\***: President or Vice President for Finance.

(2) Unless stated otherwise below, contracts with value **in excess of \$10,000 but less than \$50,000\***. President; Vice Presidents; Deans; Director of Facilities or Athletic Director.

(3) Unless stated otherwise below, contracts with value up to **\$10,000**: President; Vice Presidents; Deans; Director of Facilities; Controller; or Athletic Director.

#### **Other areas per corporate resolution:**

(4) Contracts or agreements outside the ordinary course of the college's business (including without limitation real estate

sales contracts), Farm Service Agency documents outside the ordinary course of the college's business, and official reports are to be signed by the President or the Vice President for Finance. Brokerage accounts may be opened as needed upon the signature of President or the Vice President for Finance.

(5) Contracts or documents transferring ownership of real property owned by McPherson College (including, without limitation, mineral deeds, oil and/or gas leases but not including documents creating residential leases of farm tenancies) must be signed by both

1. a) The President or VP for Finance and
2. b) The Chair, Vice Chair, Secretary, or Treasurer of the Board of Trustees.

6) Loans on behalf of the college require the signatures of both the President and Vice President for Finance.

**(E) Policy & Practice: Contracts Prepared and Submitted by Vendors and Performers/Contracts Not Easily Changed**

Administrators charged with managing contract activity for McPherson College will frequently find themselves faced with pre-formatted contracts prepared by vendors, their attorneys, and/or their agents and presented to McPherson as the terms under which they (the vendor) will perform or deliver goods and services. Managing this aspect of the contract relationship for the College is as important as negotiating a brand-new agreement with a vendor and poses the additional difficulty of securing the interest of the College in the context of another party's contract language which often overtly favors the outside contracting party.

In order to guarantee the College interest is well served and that risk to the College is adequately managed within the context of a vendor-prepared contract, an administrator should follow these steps:

- Read the contract fully and carefully and understand the College's risks and the contracting party's obligations under the contract.
- Consider the terms of the contract in the context of the College requirements outlined above:

Does the contract provide for adequate insurance coverage by the vendor?

Does the contract provide for indemnification of the parties –if so, is the indemnification only to the vendor?

Does the contract contain an "Entire Agreement" clause? Does the contract provide (unacceptable) Limitation of Liability for the outside contracting party?

Does the contract conform to the other provisions outlined in '**contract policy**' above?

Where vendor-submitted contracts contain language unduly favoring the outside contracting party, it is important to remember that such contracts can and should be amended by negotiation and by adding clauses to secure College interests which satisfy the contract policy requirements noted above or, alternatively, striking out unacceptable clauses which pose excessive risk to the College.

*In such cases, an administrator acting as the initiator or principal contact for such a proposed contract should seek the review and guidance of the Vice President of Finance. After such review, an amended contract may be executed by McPherson and returned to the vendor for final acceptance and signature/initialing of College initiated changes/clauses. This process is most likely to be successful with smaller and mid-sized local and regional vendors.*

There also may be vendor prepared agreements, especially those from very large corporate entities like IBM, Microsoft, Oracle, Siemens, Sunguard, etc. related to site licenses,

service agreements, software packages and on-line software services, and/or major construction where vendors will not be flexible as to the alteration of the contractual terms offered to McPherson. In these cases, the review of the contract by the Office of the Vice President for Finance, and even by outside counsel prior to execution *is essential* to assure that College interests are not unduly compromised by the terms of the contract.

#### **(F) Contract Checklist (for initiators and reviewers)**

Before embarking on a contract finalization process have you:

- Reviewed **Contract Management Policy**?
- Thoroughly read and understood the contract?
- Tried to identify (and quantify) the risks inherent in the contract?
- Determined the approvals required to complete the contract process?

#### **Check List:**

1. Does my level of signatory authority or approval allow me to execute this contract? Do I need to obtain the signature approval of a supervisor or senior manager to finalize this agreement?
2. Has the budget for expenses associated with this contract been approved?
3. Will delivery of goods or services under this contract fall in the same budget year as the funding?
4. Do the vendors under this contract have a history with the College; if not, have the vendors been reviewed and approved by the Financial Services?
5. Do other departments need to be involved in the review or implementation of this contract?
6. Does the contract contain special requirements or unique clauses? If so, have they been reviewed by the next levels of management? What special risks do they pose to

the College?

7. Are the performance standards for services provided or goods/systems delivered clearly set forth in the contract?
8. Will this contract give rise to annual price increases, ancillary contracts and/or recurring costs to the College such as maintenance agreements, contract renewals, or requirements for additional equipment? If so, have such additional/ongoing costs been reviewed by the budget office and funded?
9. If the contract is the result of a Request for Quotation or a Request for Bid, is that documentation a part of the contract or attached as an exhibit?
10. Has the contract been submitted to the business office and stored with other contracts in a centralized location?

#### **(G) Other Considerations**

As noted previously in this document, many contracts executed by College personnel in the course of supporting the College mission originate not with McPherson College but with the vendor or contractor providing a good or service to the College.

It is important to emphasize that the use of common sense, careful practices, and thorough communications should be the guiding principles for personnel whose College responsibilities extend to negotiating, approving, and executing contracts on behalf of McPherson. All of the aspects of good contract management defined elsewhere in this policy document will not necessarily apply collectively in each and every situation and to each and every contract.

For example, software licenses and usage contracts as well as contracts for access to online resources or databases do not involve vendor personnel on College property and may render considerations of insurance coverage irrelevant. The complete

absence of indemnification clauses for both parties might well not constitute a fatal flaw in contract language structure. Liability limitations may well be excluded if the monetary risk inherent in the contract is effectively inconsequential. Such a list of caveats and nuanced considerations around contract requirements could be extensive.

What is of paramount importance in the execution of contracts is that the standards of review and approval outlined here be sensibly adhered to in order to assure that appropriate oversight has been exercised before the College is legally bound. Additionally, it is crucial that the monetary thresholds for approval authority be followed in order to meet the requirements of our outside audit firms for prudent administration and strong management controls.

Office of:

Rick Tuxhorn, CPA, CGMA

Vice President for Finance

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# **ADM 340 – Interoffice Relationships Policy**

## **ADM 340 Interoffice Relationships Policy**

McPherson College recognizes that consensual relationships may develop between employees from time to time. Although such consensual relationships are a matter of personal choice and privacy between the employees involved, McPherson College

cannot tolerate any adverse effects that such relationships may have in the living/learning/working environment of the College and will impose appropriate disciplinary action if such adverse effects exist.

Anyone who engages in a sexual relationship with a person over whom he or she has any power or authority within the College structure must understand that the validity of the consent may be questioned. The disparity of power between persons involved in such relationships, whether between a teacher and student, supervisor and subordinate, or senior and junior colleagues in the same department or unit, makes these relationships susceptible to exploitation. Those who abuse their power in such a context violate their duty to the College community, which could result in disciplinary action, including separation from the College.

Therefore, any such relationship will be considered to have an adverse effect in the living/learning/working environment of the College if any one or more of the following have occurred.

This list is not all inclusive.

- The employees involved have a direct, indirect, or dotted-line reporting or supervisory relationship;
- It unreasonably interferes with or materially and/or adversely affects either of the employee's work performance, objectivity, judgment, professionalism, business reputation, or ability to conduct him/herself in an appropriate manner while at work;
- It unreasonably interferes with or materially and/or adversely affects the working environment of other employees;
- It results in sexual harassment or unfair treatment;
- It involves any student of the College
- It involves inappropriate use of the College's computers, electronic devices, mail, or electronic mail systems.



Any exception to this policy must be considered by the cabinet member of requesting staff or faculty.

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# **ADM 350 – Admission or Employment of Sexual Offenders Statement**

## **ADM 350 Admission or Employment of Sexual Offenders Statement**

McPherson College reserves the right to deny admission to any student or the employment of any individual, if in its judgment, the presence of that student or individual on campus poses an undue risk to the safety or security of the college or the college community. That judgment will be based on an individualized determination taking into account any information the college has about a student's or individual's criminal record, the individual's college job, and the particular circumstances of the college, including, for example, the presence of a child care center, a public school or public school students on the campus.

If in the course of employment, an individual, such as a spouse/partner to a resident director, resides on campus, the College reserves the right to discontinue employment, if in its judgment, the presence of that spouse/partner on campus poses an undue risk to the safety or security of the college or the college community. Background checks are run on all college campus residents due to the employment of the spouse/partner or dependent.

Current students, college employees or college residents must notify a college administrator in writing within 3 days of a

sexual offense conviction.

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# **ADM 355 – Workplace Breastfeeding Policy**

## **ADM 355 Workplace Breastfeeding Policy**

The Patient Protection and Affordable Care Act, enacted March 23, 2010, requires employers subject to the Fair Labor Standards Act to provide reasonable break time for an employee to express breast milk for a year after her child's birth.

Employers also must provide a private place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express milk. Examples of such "private spaces" include personal offices, conference rooms, break rooms or other areas with doors that can be locked and windows that can be covered.

### **How does McPherson College support working, nursing mothers?**

Supporting employees who are nursing mothers by providing reasonable time and facilities for expressing milk while at work is good for McPherson College. It is entirely appropriate within the context of our organizational culture and wellness initiatives. Managers/supervisors/employees should work together to find the most appropriate and healthy solutions for employees needing time and a private space for expressing milk.

### **What are the benefits of feeding a baby breast milk?**

- Baby receives the best possible nutrition.

- Baby forms a bond with mom.
- Baby is able to fight off illness better.
- Baby has fewer allergies.
- Baby is less likely to be overweight or develop diabetes.

### **What are the benefits for mom?**

- Mom has more “one on one” time with her baby.
- Mom decreases her risk of developing certain cancers.
- Mom loses pregnancy weight quicker.
- Mom saves time since breast milk is always ready at the right temperature.
- Mom saves money since breast milk is free.
- Mom helps the environment since breast milk involves no cans, trash or waste.

Children under the age of 18 are not allowed in the workplace, unless they are participating in a formal work-study program or are on a scheduled visitation day such as family-friendly office gatherings, picnics, and employee honor or recognition events.

If you have questions about providing reasonable time and a space for an employee to express milk, contact the Director of Human Resources at 620-242-0454.

If you have a need to alter a space within your existing workplace, such as adding a lock or installing privacy blinds to provide a private place, contact the Director of Facilities at 620-242-0470.

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# **ADM 370 – Records Retention and Destruction Policy at McPherson College**

## **Overview**

This policy and procedure provides for the systematic review, retention and destruction of documents received or created in the transaction of McPherson College (“College”) business. The policy is designed to ensure compliance with federal and state laws and regulations.

It is the policy of the College to ensure that its records are preserved to provide documentation of the College’s history and to be retained for the periods of time necessary to satisfy the College’s business and legal obligations. The records will be disposed in accordance with an established records retention and disposition schedule. Certain records are permanent records and may never be destroyed

Each department or office on campus will be responsible for creating and maintaining a record retention and destruction policy. All departments will appoint a Records Custodian who will be responsible for implementing the policy.

## **Definitions**

### Record

A record is anything containing information reflecting College educational and business transactions regardless of format (paper, digital, photographic, recordings, etc.). Typical records include official publications, fiscal data, incoming/outgoing correspondence including email, meeting minutes, reports, student files, and employee files.

### Active Records

Records that are generally referred to once a month or that are needed to support the current business activity of an office or division.

### Inactive Records

Records that have not been needed for at least one year or for which the active period has passed.

### Permanent Records

Also known as archival records, permanent records have historical, administrative, or research value to the College and the College will keep these records indefinitely.

### Retention Schedules

An internal document describing categories of records, providing a length of time they should be kept and includes instructions. The retention schedule for McPherson College is included in this document.

### Retention Period

Minimum required length of time for which a College office or department is responsible for maintaining records.

### Records Destruction

The physical or electronic destruction of a record after it has become obsolete or otherwise in accordance with this policy.

### Disposition of Records

The terminal treatment of records, either through destruction or permanent storage.

### Records Custodian

Each college department or office will assign a records custodian who will have the responsibility for ensuring effective implementation of the policy in his or her area.

### Litigation Hold

A communication issued as the result of current or anticipated litigation, audit, and government investigation or other similar matter that suspends the normal process regarding the retention and disposition of College records.

## **Policy Details**

### Paper Files

Many of the records kept by McPherson College are in hard copy form, kept in paper files. These files may include student, parent, or employee information. It is up to each department to determine what action is necessary to secure the files. This may include locked filing cabinets, fire proof filing cabinets, securing behind locked doors, or in one of the college's vaults.

Employees are expected to exercise judgment regarding the content and purpose of a paper file in determining whether it needs to be retained as a College record, and, if so, the length of the retention period. Any questions about retention of paper files should be directed to the Records Custodian in each department or office.

### Email

Email sent or received over the College's computer system may constitute a form of College record. While not all emails are business records, all College emails are property of the College and are subject to discovery in the event of litigation against the College or any of its employees or students. Consequently, the administration has the ability and the right to view the email of all members of the College community.

Faculty and employees of the College are not obligated to retain all emails indefinitely; such a policy would clearly impose an impossible burden both on the College community and on the College's computer network. Rather, individual

employees and faculty members are expected to exercise judgment regarding the content and purpose of the email in determining whether it needs to be retained as a College record, and, if so, the length of the retention period. Any questions about retention of email should be directed to the Records Custodian in each department or office.

### Electronic Documents

Information saved electronically on a college computer or network may be considered a College record. While not all electronic documents are College records, all documents stored on College computers or networks are considered College property and are subject to discovery in the event of litigation against the College or any of its employees or students. Consequently, the administration has the ability and the right to view the electronic files of all members of the College community.

Faculty and employees of the College are not obligated to retain all electronic documents indefinitely; such a policy would clearly impose an impossible burden both on the College community and on the College's computer network. Rather, individual employees and faculty members are expected to exercise judgment regarding the content and purpose of the document in determining whether it needs to be retained as a College record, and, if so, the length of the retention period. Any questions about retention of electronic documents should be directed to the Records Custodian in each department or office.

### Litigation Holds

Where the College has actual notice of litigation or of a government investigation or audit, or has reason to believe that such events are likely to occur, it has the obligation to take steps to preserve documents that might be implicated in such litigation or investigation. In such event, the College will take steps to identify all paper and digitally maintained files that may contain documents relevant to the case,

including emails. The department head of an affected department or office will be notified and will notify members of their office to preserve such documents indefinitely. If an employee or faculty member receives such a preservation notice, it does not necessarily mean that they are involved in the litigation or investigation. Rather, it means that the evidence that the College is required to preserve may be in the employee or faculty member's possession or control, and that the employee or faculty member has an obligation to preserve such information effective immediately. In the event of a litigation hold, all policies for the disposition of documents must be suspended with respect to those matters that are the subject of the hold. Electronic information should be preserved in its original electronic form on the media on which it is stored. Electronic information should not be transferred from the media on which it is stored to a different media for the duration of the litigation hold **unless** such transfer is necessary to preserve the integrity of the information for the duration of the hold, and such transfers should be made only after consultation with the IT department to preserve the integrity of the electronic data. In addition, the employee and/or faculty member that receives the notice should similarly preserve any new information that is generated that may be relevant to the litigation or investigation by saving it in a segregated file. A staff or faculty member's failure to preserve documents after having received a preservation notice can have extremely serious consequences for the College. Accordingly, a failure to comply with a litigation hold will subject employees to discipline, up to and including termination, and will be deemed misconduct that will subject faculty members to discipline in accordance with the appropriate Handbook.

## **Procedures**

### Essential Functions of Records Custodians



Each department has the responsibility for designating a Records Custodian and ensuring that the Custodian understands and is following with the records retention requirements applicable to that particular unit. The supervisor is also required to sign off on either destruction of documents at the conclusion of their retention period.

The Records Custodian is expected to: understand the records created within the department or office; follow this policy to make decisions on retention and disposition of records and provide guidance to others who are involved in preparing records for storage; be responsible for ensuring that everyone in the office is aware of this policy; establish the level of confidentiality and security appropriate to specific types of records and help the department or office maintain and monitor confidentiality and security.

#### Accessibility and Safekeeping of Records

Records, especially financial records, must be easily retrievable for examination by authorized individuals, including auditors. Access to electronic records is subject to College rules regarding information security. Records Custodians should work with the IT department to ensure that electronic documents are maintained in a format that preserves accessibility.

#### Disposition of Records

1. The Records Custodian is responsible for periodically determining which College records in their particular office or department have reached the end of their retention period and should therefore be destroyed.
2. The Records Custodian is required to sign off on the destruction of documents.
3. Paper records must be shredded or other arrangements must be made for the documents to be destroyed.
4. The Records Custodian should consult with the IT department regarding the destruction of electronic

documents.

### Records Destruction

Records should be securely maintained for the period of retention either in the office or department where they were created or used. Records that may be destroyed at any time include:

- material that is not considered a “record” (see definition of record);
- duplicates of an official copy which is stored and retained by another office such as
- personnel records, financial and budget information, copies of information used in an
- employee search;
- records that have served their purpose and are no longer needed such as drafts of reports
- and notes that have been turned into meeting minutes.

When there is doubt about whether or not a record may be destroyed, the Records Custodian should review the retention schedule and/or their supervisor.

Destruction includes:

Recycling – generally appropriate for public documents of other organizations, magazines, annual reports, newsletters, announcements, and drafts of policies or other memoranda which are not confidential.

Shredding – using a cross-cut shredder for all documents that should not be read by other after they are no longer needed. This is essential for any document containing personal information, information that is student protected information under FERPA, health related information, or financial information.

### Discipline:

Failure to follow this policy will subject employees to

discipline up to and including termination

of employment, and will subject faculty to discipline in accordance with the Employee Handbook, except in the case of guest faculty, who are subject to discipline in accordance with the guest faculty member's contract.

### **General Retention and Destruction Schedule Statement**

This schedule applies to all types of records, regardless of media or format, including documents, email, photographs, audiotapes, videotapes, CDs, and DVDs. Retention periods reflect minimum time periods. Records may be retained for longer periods of time at the discretion of the custodian or as required by legal counsel. Do not destroy any records while they are subject to audit or investigation.

Records that are in storage areas such as basements or attics are often at risk of water damage or destruction and should be evaluated in light of this schedule.

McPherson College is committed to providing researchers with the material they need. However, due to the confidential nature of certain records, access to some materials may be limited. Restrictions are placed on the use of records in order to protect the rights to privacy of individuals and the institution.

Access restrictions to records are divided into three categories:

#### General Distribution

Records in this category are open without restriction. Records in general distribution are the publications issued to the general public at the time of their creation, such as announcements, official college publications, calendars,

brochures, and committee reports. This also includes the College charter, history and description of the College, building and grounds, visiting speakers, endowed chairs and professorships, College events and commencements, degrees, honors, awards and prizes, public relations, conferences, academic programs, and graduate programs. After processing, records of this type are open immediately without restriction. *Examples:* Annual Report of the President, General Committee meeting minutes, photographs.

### Restricted Distribution

Records in this category are restricted, but access may be granted depending on the request. Records in this category may contain personal information regarding students, parents, present or past employees. These records are stored in locked cabinets, offices or rooms, or may be stored in a database that requires a password to access. In order to access these records the requestor will need to show a legitimate need to view the information. *Examples:* Student Financial Aid information or Employee Compensation data.

Permission to examine does not imply the right to publish any part of a document.

### **General Retention and Destruction Schedule**

General Type	Description	Retention Period	Location
Board of Trustees Records	Meeting minutes, agenda, reports, proposals, and supporting documentation	Permanent	President's Office

Articles of Incorporation	Includes the documents the College is chartered under and the by-laws	Permanent	Business Office
IRS Determination Letter	IRS Determination Letter	Permanent	Business Office
Legal Records	Documentation of legal cases involving the College	Permanent	Department Records Custodians and/or HR
Grievance Files	Documentation of grievances initiated by faculty and staff	Retained as long as personnel file is retained.	HR and/or Academic Affairs
Environmental Reports/OSHA Investigations	Investigation documentation or reports	Permanent	Facilities
Insurance Policies	All policies in effect on behalf of the College, students, faculty and staff	Maintain as long as active	Business Office
College Tax Records	Documentation of the College's compliance with tax filing requirements	Permanent	Business Office

External and Internal Audit Records	Created by internal or external auditors to document their reviews, findings and recommendations	Permanent	Business Office
Real Property Leasing/Rental Records	Documentation of the lease and rental of property	Retain 7 years after expiration of the lease.	Department Records Custodian and/or Business Office
Social Security Reports and Deposits	Periodic reports of wages and social security contributions paid by the College to each employee	Retain for 7 years	Business Office
Unemployment Compensation Benefit Files and Reports	Documentation on eligibility of former employees for unemployment benefits and when these employees receive compensation charged against the College's account	Retain for 5 years	HR and/or Academic Affairs

W-2 Listings	Documentation of salaries paid and taxes withheld for employees	Retain for 7 years	Business Office
Authorization/Allocation Letters	Awards of federal financial aid to the College	Permanent	Financial Aid
Payroll Records	Documentation of payroll, payroll deduction authorizations, garnishment records, pre-payroll reports and payroll check registers	Retain 7 years after termination	Business Office and/or HR
Time Sheets	Documentation of hours worked by employees	Retain for 7 years	Business Office
Bank Records	Transactions recorded in the College bank accounts and their reconciliation to the general ledger.	Retain 7 years after end of fiscal year	Business Office
Employee Benefit Plan Files	Documentation on employee enrollment in benefit plans	Retain 7 years after termination of employment.	HR

Staff Appraisals, Promotion, Demotion and Discharge Documentation	Records documenting periodic evaluation, work performance and employment record of College staff	Retain 7 years after employee separation from College	HR
Enforcement – Campus Incident Reports	Documentation of incidents that occur on campus that violate College and/or local laws and regulations. They contain case number, arrest report, incident report, date, time, complainant, address and details of the report (IAW Cleary Act)	5 years after graduation or separation	Student Life Office

## Financial Records

General Type	Description	Retention Period	Location
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Financial Records – General	Budget worksheets, printouts, account books, ledger, purchase records, purchase orders, travel expense reports	7 years following the activity.	Business Office
Financial Records- Debt Financing	All documents related to debt financing	Permeant	Business Office
Financial Documentation	Tuition and fee info, annual endowment fund reports, annual financial statements	Permeant	Business Office and/or President's Office
Annuity Records	Records pertaining to the management of annuities	Permeant	Business Office

## General College Records

General Type	Description	Retention Period	Comments
Academic Committee Records	Minutes, reports and other materials generated by College- wide committees including charges, substantive correspondence and work product, and reports and documents about or related to the operation of college- wide committees or other offices around the College.	Permanent	Academic Affairs and/or President's Office
President's Records	Records related to proposals, historical reports and notes from meetings	Permanent	President's Office

## Student Records

General Type	Description	Retention Period	Location
Student Records – Admission Files	Application records for admission to the College created for undergraduate, graduate and transfer student applicants. The files may include	Permanent Registered students. Retain 2 years: Unregistered applicants.	Admissions Office and/or Academic Records Office
Student Records – Registrar	Student grades, transcripts, evaluations	Permanent	Academic Records Office
Student Records – Graduation Lists	Lists of individuals who have successfully completed the degree requirements and have been graduated from the College	Permanent	Academic Records Office

Student Records – Registration	Documentation of a student's course registration and changes to registration	Retain 6 months after the transaction is completed	Academic Records Office
Student Records – Financial Aid	Records showing evidence of providing financial aid including financial aid applications, federal student aid forms, federal tax forms, award letters and confirmations, verification records, interview records, students scholarships, fellowships and awards	5 years after graduation or separation.	Financial Aid Office

Student Records – Health Services	Records include medical as well as mental health histories, clinical notes, immunization records, and related correspondence.	5 years after graduation or separation.	Student Life Office
Student Records – Student Discipline	Records relating to proceedings and decisions resulting from violations of the student conduct code, honor code, or other College policies	Suspensions and expulsions retained with the student's permanent record. All other, retained 5 years.	Student Life Office
Student Records – Athletic Participation	Records, including photographs, awards, etc. related to student participation in athletics	Undefined period	Database

Student Records – Activities and Government	Records related to student participation in special activities, student clubs, associations, and the Student Senate. Records related to any student organization or club.	Undefined period	Database
Student Records – Career Counseling Office	Records related to an individual student such as counseling notes and letters of recommendation.	5 years after graduation or separation.	Student Life Office

## Personnel Records

General Type	Description	Retention Period	Comments
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Employee Recruitment	Applications, Resumes, Position Announcements, Advertisements, Promotions, Opportunities to work overtime	1 year from date of personnel action to which any record relates	HR and/or Business Office
Employee Selection	<p>Employment Tests, Physical Exams, Training Agreements, Hiring Documents, Records regarding Promotion, Demotion, Transfer, etc</p> <p>I9s (separate from official personnel file)</p>	<p>1 year from date of action to which the record relates.</p> <p>Training Docs- 3 years from the training program completion</p> <p>Retained for three years after initial date of hire, or one year after the date employment ends—whichever is later.</p>	HR and/or Business Office

Employee Compensation	Payroll records, Individual Contracts, Wage and Rate Tables, Work-Time Schedules, Child Labor Law Info,	3 years from date of termination	HR and/or Business Office
Employee Compensation	Tax Withholdings	4 years from date of filing tax return/report	HR and/or Business Office
Employee Benefit Plans	Plan information	Duration of plan and for at least 1 year after plans' termination	HR and/or Business Office
Discrimination Charge Investigations	Internal Complaints and terminations	1 year from termination	HR and/or Dean of Students
Discrimination Charge Investigations	Personnel Records concerning charges	Until final disposition of the charges	HR and/or Dean of Students



Discrimination Charge Investigations	Employment Records related to individual with disability	1 year from the date the record is made or the personnel action involved is taken, whichever occurs later	HR and/or Dean of Students
Discrimination Charge Investigations	Personnel Record for anyone who's employment was involuntarily terminated	1 year from the date of the termination	HR and/or Business Office
Employee Leave of Absence	Payroll information, FMLA records, FMLA policies	3 years from date the leave ended	HR and/or Business Office
Faculty Professional Papers	Records related to faculty teaching, curriculum, committee work, or biographical materials	Permanent	Faculty members are encouraged to contact the College Archives upon retirement because these records often have permanent value to the College.

Faculty Tenure and Promotion	All records related to appointment and subsequent history of individuals to join the faculty, including correspondence	Permanent	Academic Affairs Office
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### Advancement Records

General Type	Description	Retention Period	Location
Constituent Records	Includes personal information about alumni, donors and friends of the college. Giving history, newspaper clippings, correspondence.	Permanent	Advancement/Alumni Office

### Faculty Group Records

General Type	Description	Retention Period	Comments
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Faculty GroupRecords – General Office Records	Records related to theroutine daily administration of the department including memoranda, meeting minutes, correspondence, and administration of programs	Until no longer administrativelyuseful.	Stored by each faculty group
Course and Curriculum Records	Includes college catalogs/bulletins, course schedules, syllabi and course outlines	Permanent	Academic Affairs

## Contract Records

General Type	Description	Retention Period	Comments
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Grant Administration	Records related to the administration of federal and other grants, contracts, sponsored research projects, and agreements from negotiation to final performance such as grants-in-aid, state contracted services, and vendor contracts.	7 years after final payment or completion of all obligations under the grant or contract and all subsequent renewals, whichever is later.	Business Office
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## Computer Services

<i>General Type</i>	Description	Retention Period	Comments
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Technology Inventory	This record may be used to inventory equipment, software, telephones, etc. It may contain the tag number, location, serial number, price, account source, etc.	ACT = until the annual report for the fiscal year in which the item was disposed is audited.	
Software License Agreements	These agreements define how many users are licensed to access each software application.	Expiration	

Internet Access Policies/Agreement	<p>These documents define the terms of use and access of the Internet, information technology resources, vpn access, etc. The documents are used to generate user accounts for staff, teachers and students.</p>	ACT = retain current documents for current users.	
Technology Service Requests	<p>This record is used to document problems with equipment and to generate repair tickets. It may contain the user name, a description of the problem, the location of the equipment, the date/time the request was received and resolved, etc.</p>	FY+3	

Technology Network Maps/Documents	These records are used to map and define the technology infrastructure and the wiring of phone lines. They may include security information, identification numbers, passwords, etc.	Until they are superseded.	
Communications	Some staff are issued 2-way radios, cell phones, pagers, etc. to facilitate communication. These files contain service contracts, employee contracts, FCC licenses, distribution lists, etc.	ACT = until the equipment is returned by the staff or disposed of.	

Technology Training	The information technology staff may conduct training about the use of computer software or equipment for school district employees. These files contain the curricula materials.	ACT = until course materials are superseded by a new version, or until the course is dropped entirely from the training curriculum.	
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Security Videos	<p>Security systems record activity that takes place in select locations. The systems may be motion activated. Videotapes are often re-used in accordance with a regular rotation cycle, unless they are needed as evidence for an incident. This series applies to both analog and digital video recordings.</p>	Creation + 14 days	
Student Directories	<p>These directories list all students attending the school. They may contain grade, classroom, student name, address, phone number, etc.</p>	ACT = while of reference value to MC	

Faculty and Staff Directories	These district-wide guides are published annually, and identify the teacher's name, school, grade, phone number, and address.	ACT = while of reference value to MC	
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## Facility Management Records

General Type	Description	Retention Period	Comments
BlueprintsManuals Warranties	As-Built Construction Plans	Life of building then5yrs after final disposition of building	Facilities
BlueprintsManuals Warranties	Building Plans andSpecifications	Life of building then5yrs after final disposition of building	Facilities
BlueprintsManuals Warranties	Equipment andOperating Manuals	Until no longer useful	Facilities

BlueprintsManuals Warranties	Warranties	Life of the Warranty	Facilities
Compliance	EPA Audit and Compliance Records	Permanent	Facilities
InspectionTest	Annual Property Insurance Inspection	10 Years	Facilities
InspectionTest	Boiler Certificates	1 Year (shred when new cert is issued)	Facilities
InspectionTest	Elevator Inspection	1 Year (shred when new cert is issued)	Facilities
InspectionTest	Fire Alarm and Drill Records	3 Years	Facilities
InspectionTest	Fire Alarm Annual Inspection Report	Permanent	Facilities
InspectionTest	Fire Sprinkler System Annual Test Report	Permanent	Facilities
Plans andProcedures	Emergency Response Plans and Procedures	Until Superseded	Facilities
ReportsRecords Files	Asbestos RemovalRecords	Permanent	Facilities
ReportsRecords Files	Backflow PreventionReport	10 Years	Facilities
ReportsRecords Files	Bid and CompetitiveSelection Records	Until Completion of Project	Facilities
ReportsRecords Files	Estimates and Quotes	1 Year	Facilities
ReportsRecords Files	Capital Projects ConstructionRecords	Permanent	Facilities
ReportsRecords Files	Contracts andAgreements	10 Years	Facilities

ReportsRecords Files	Equipment Maintenance Records	Life of the Equipment	Facilities
ReportsRecords Files	Hazardous Chemical Waste Records	Permanent	Facilities
ReportsRecords Files	Incident Report(Security)	Permanent	Facilities
ReportsRecords Files	Safety Data Sheets(SDS)	Permanent	Facilities
ReportsRecords Files	Motor Vehicle Certificate of Title	Until Vehicle is Sold	Facilities
ReportsRecords Files	Motor Vehicle Maintenance Records	Until Vehicle is Sold	Facilities
ReportsRecords Files	Packing Slips	1 Month	Facilities
ReportsRecords Files	Project Files(General Construction)	5 Years	Facilities
ReportsRecords Files	Property Damage Reports	Permanent	Facilities
ReportsRecords Files	Purchase Orders	1 Year	Facilities
ReportsRecords Files	Space Utilization Report	Until Superseded	Facilities
ReportsRecords Files	Vehicle Accident Report	3 Years After Final Disposition of Vehicle	Facilities
ReportsRecords Files	Work Orders (completed)	3 Years	Facilities

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# **ADM 401 Written Information Security Policy (WISP)**

## **Statement of Policy**

The objective of McPherson College ("The College") in the development and implementation of this comprehensive written information security policy ("WISP"), is to create effective administrative, technical and physical safeguards for the protection of personally identifiable information (PII) of customers, clients and employees as well as sensitive college information that could harmful if unauthorized access were to occur. The WISP sets forth a procedure for evaluating and addressing electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting PII and sensitive college information.

The use of the term employees will include all of The College's owners, managers, employees, all independent contractors and temporary employees.

## **Purpose of Policy**

The purpose of the WISP is to better:

- 1) Ensure the security and confidentiality of personally identifiable information (PII) of customers, clients, employees or vendors as well as sensitive college data which includes emails, confidential college information (i.e. college expansion plans, manufacturing processes, highly secretive information, etc.), employee information and the like.;
- 2) Protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and
- 3) Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft, fraud or harm to The College.

## **Scope of Policy**

In formulating and implementing the WISP, The College has addressed and incorporated the following protocols:

- 1) Identified reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing PII and sensitive college data.
- 2) Assessed the likelihood and potential damage of these threats, taking into consideration the sensitivity of the PII and sensitive college data.
- 3) Evaluated the sufficiency of existing policies, procedures, customer information systems, and other safeguards in place to control risk.
- 4) Designed and implemented a WISP that puts safeguards in place to minimize identified risks.
- 5) Implemented regular monitoring of the effectiveness of those safeguards.

#### Security Safeguards

The following safeguards are effective immediately. The goal of implementing these safeguards are to protect against risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing PII or sensitive college data.

#### Administrative Safeguards

- 1) Security Officer – The College has a designated security officer to implement, supervise and maintain the WISP. This designated employee (the “Security Officer”) will be responsible for the following and will report to the Director of Endowment and Special Projects or the VP for Finance.
  - (a) Implementation of the WISP including all provisions outlined in Security Safeguards.
  - (b) Training of all employees that may have access to PII and sensitive college data. Employees should receive annual training and new employees should be trained as part of the new employee hire process.
  - (c) Regular monitoring of the WISP’s safeguards and ensuring that employees are complying with the appropriate safeguards.
  - (d) Evaluating the ability of any Third Party Service Providers to implement and maintain appropriate security measures for the PII and sensitive college data to which The

College has permitted access, and requiring Third Party Service Providers, by contract, to implement and maintain appropriate security measures.

(e) Reviewing all security measures at least annually, or whenever there is a material change in The College's business practices that may put PII and sensitive college data at risk.

(f) Investigating, reviewing and responding to all security incidents or suspected security incidents.

(g) Provide a report to the board of trustees at least annually.

2) Security Management – All security measures will be reviewed at least annually, or whenever there is a material change in The College's business practices that may put PII or sensitive college data at risk. This should include performing a security risk assessment, documenting the results and implementing the recommendations of the security risk assessment to better protect PII and sensitive college data. This includes reviewing and updating the listings of MC E-Commerce Website Inventory, MC Service Provider Inventory (including the MC Service Provider procedures), MC PCI Credit Card Machine Inventory (including the MC PCI Credit Card Machine procedures) and reviewing the Secure Trust Portal Profile. The Security Officer will be responsible for this review and will communicate to management the results of that review and any recommendations for improved security arising out of that review.

3) Minimal Data Collection – The College will only collect PII of clients, customers or employees that is necessary to accomplish legitimate business transactions or to comply with any and all federal, state or local regulations. (See Appendix B – Protected or Confidential Data)

4) Information Access – Access to records containing PII and/or sensitive college data shall be limited to those persons whose job functions requires a legitimate need to access the records. Access to the records will only be for a legitimate job-related purpose. In addition, pre-employment screening should take place to protect PII and sensitive

college data.

5) Employee Termination – Terminated employees must return all records containing PII and sensitive college data, in any form, that may be in the former employee's possession (including all information stored on laptops or other portable devices or media, and in files, records, work papers, etc.). A terminated employee's physical and electronic access to PII and sensitive college data must be immediately blocked. A terminated employee shall be required to surrender all keys, IDs or access codes or badges, business cards, and the like, that permit access to The College's premises or information. A terminated employee's remote electronic access to PII and sensitive college data must be disabled; his/her voicemail access, e-mail access, internet access, and passwords must be invalidated. See Security Policy #2 – Termination Policy.

6) Security Training – All employees, which includes all owners, managers, employees, all independent contractors and temporary employees that may have access to PII and sensitive college data, will receive security training . Employees should receive at least annual training and new employees should be trained as part of the new employee hire process. Employees should be required to show their knowledge of the information and be required to pass an exam that demonstrates their knowledge. Documentation of employee training should be kept and reviewed.

7) WISP Distribution – A copy of the WISP is to be distributed to each current employee and to each new employee on the beginning date of their employment. It shall be the employee's responsibility for acknowledging in writing or electronically, that he/she has received a copy of the WISP and will abide by its provisions. See Security Policy #1 – Written Information Security Policy (WISP) Appendix A – WISP Employee Acknowledgement Form.

8) Contingency Planning – All systems that store PII and/or sensitive college data should have the data backed up on, at least, a daily basis. Data should be encrypted and be stored offsite. Disaster Recovery mechanisms and documented



procedures should be in place to restore access to PII and sensitive college data as well as any operational systems that The College relies on. A system criticality assessment should be performed that defines how critical each of The College's systems are. Systems that are critical to operations should be restored before non-critical systems. On a periodic basis, data backups, data restoration and Disaster Recovery procedures should be tested and validated.

9) Security Incident Procedures – Employees are required to report suspicious or unauthorized use of PII and/or sensitive college data to a supervisor or the Security Officer. Whenever there is an incident that requires notification pursuant to any insurance requirements or federal or state regulations, the Security Officer will conduct a mandatory post-incident review of the events and actions taken in order to determine how to alter security practices to better safeguard PII and sensitive data. See Security Policy #3- Security Incident Response.

10) Emergency Operations – Procedures should be in place to define how The College will respond to emergencies. Procedures should include employee contact information, critical vendor contact information, important vendor account information as well as any emergency operating procedures. See Security Policy #3 – Security Incident Response and MC Security Program and Incident Response Checklist.

11) Data Sensitivity Classification – All data that The College stores or accesses should be categorized in terms of the sensitive nature of the information. For example, PII and sensitive college data might have a very high sensitivity and should be highly protected. Whereas publicly accessible information might have a low sensitivity and requires minimal protection.

12) Third Party Service Providers – Any service provider or individual ("Third Party Service Provider") that receives, stores, maintains, processes, or otherwise is permitted access to any file containing PII and/or sensitive college data shall be required to protect PII and sensitive college data. The

Third Party Service Providers must sign service agreements that contractually hold them responsible for protecting the College's data as required by GLBA and any other Federal and State regulations. Examples include third parties who provide off-site backup of electronic data; website hosting companies; credit card processing companies; paper record copying or storage providers; IT / Technology Support vendors; contractors or vendors working with customers and having authorized access to PII and/or sensitive college data.

13) Sanctions – All employment contracts, where applicable, should be amended to require all employees to comply with the provisions of the WISP and to prohibit any nonconforming use of PII and/or sensitive college data as defined by the WISP. Disciplinary actions will be taken for violations of security provisions of the WISP (The nature of the disciplinary measures may depend on a number of factors including the nature of the violation and the nature of the PII and/or sensitive college data affected by the violation). See Security Policy #4 – Sanction Policy.

#### Physical Safeguards

14) Facility Access Controls – The College will implement physical safeguards to protect PII and sensitive college data. There will be physical security on facilities / office buildings to prevent unauthorized access. All systems that access or store PII and/or sensitive college data will be physically locked. Employees will be required to and ensure that PII and/or sensitive college data is properly secured when they are not at their desk. The Security Officer or Director of maintenance will maintain a list of lock combinations, passcodes, keys, etc. and which employees that have access to the facilities and PII and/or sensitive data. Visitors will be restricted from areas that contain PII and/or sensitive college data. See Security Policy #10 – Facility Security Plan.

15) Network Security – The College will implement security safeguards to protect PII and sensitive college data. Safeguards include; isolating systems that access or store PII

and/or sensitive college data, the use of encryption on all portable devices, physical protection on portable devices, ensuring that all systems run up-to-date anti-malware, implementing network firewalls, performing periodic vulnerability scans, capturing and retaining network log files as well as ensuring that servers and critical network equipment are stored in an environmentally safe location. See Security Policy #5 – Network Security

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#### Technical Safeguards

16) Access Control – Access to PII and sensitive college data shall be restricted to approved active users and active user accounts only. Employees will be assigned unique user accounts and passwords. Systems containing PII and sensitive college data should have automatic logoff procedures to prevent unauthorized access. See Security Policy #6 – Access Control

17) Computer Use – All employees will be given a Computer Use Policy that defines acceptable and unacceptable use of The College's computing resources. Employees should be required to sign the Computer Use Policy to acknowledge acceptance of the policy. See Security Policy #7 – Computer Use

18) Data Disposal – Written and electronic records containing PII and sensitive college data shall be securely destroyed or deleted at the earliest opportunity consistent with business needs or legal retention requirements. See Security Policy #8 – Equipment Disposal and Security Policy #12–Records Retention and Destruction Policy

19) System Activity Review – All systems that store or access PII and sensitive college data should utilize a mechanism to log and store system activity. Periodic system activity reviews should occur and identify unauthorized access to PII and sensitive college data. Any unauthorized access should be reported to the Data Security Coordinator. See Security Policy #3- Security Incident Response

20) Encryption – To the extent technically feasible all portable devices that contain PII and sensitive college data

should be encrypted to protect the contents. In addition, encryption should be used when sending any PII and sensitive college data across public networks and wireless networks. Public networks include email and Internet access.

#### Appendix A – WISP Employee Acknowledgement Form

I have read, understand, and agree to comply with the Written Information Security Policy (WISP), rules, and conditions governing the security of PII and sensitive college data. I am aware that violations of the WISP may subject me to disciplinary action and may include termination of my employment.

By signing this Agreement, I agree to comply with its terms and conditions. Failure to read this Agreement is not an excuse for violating it.

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Signature

Date

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Employee's Supervisor Signature

Date