

# Converse University Administrative and Staff Handbook

2022-2023

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# Administrative and Staff Handbook 2022-2023

## Purpose of Handbook

### The Purpose of this Handbook

The contents of this handbook are presented as guidelines for some of the University's current practices and procedures. They will be changed and updated by the University as the University (in its sole discretion) deems necessary.

The contents of this handbook **are not** intended to create a contract between the University and any employee.

NOTHING IN THIS HANDBOOK BINDS THE UNIVERSITY OR ANY EMPLOYEE TO ANY CONDITIONS OR PRIVILEGES OF EMPLOYMENT OR DEFINITE TERM OF EMPLOYMENT. AS AN EMPLOYEE, YOU ARE COMPLETELY FREE TO LEAVE THE UNIVERSITY AT ANY TIME YOU CHOOSE, FOR ANY OR NO REASON, AND THE UNIVERSITY HAS THE SAME RIGHT TO END THE EMPLOYMENT RELATIONSHIP. NO SUPERVISOR OR MEMBER OF MANAGEMENT, EXCEPT FOR THE UNIVERSITY'S PRESIDENT, HAS THE AUTHORITY TO BIND THE UNIVERSITY TO ANY EMPLOYMENT CONTRACT FOR ANY SPECIFIED PERIOD OF TIME WITH ANY EMPLOYEE, EITHER ORALLY OR IN WRITING. THE ONLY VALID CONTRACT FOR EMPLOYMENT BETWEEN THE UNIVERSITY AND ANY EMPLOYEE MUST BE IN WRITING, SPECIFY ITS INTENDED DURATION, AND BE SIGNED BY THE PRESIDENT.

Offer letters, yearly retention letters, and salary letters do not constitute contracts or guarantees of employment for any definite period of time.

## About Converse University

Since our founding, Converse has been a community of scholars, where students and faculty pursue scholarly excellence and collaborate in the search for truth while developing in students personal honor, confidence, and the curiosity and skills to be life-long learners. The college draws much of its character from its Christian heritage and welcomes students of all faiths.

Converse remains committed to building and strengthening our academic programs to be responsive for the future. In 1964 our co-educational graduate programs launched, providing innovative programs for adult and professional study. In the Fall of 2020 we expanded our mission by offering our distinctive undergraduate education to women and men. Converse's undergraduate, graduate, and doctoral programs advance a culture of belonging and collaboration that ignites creativity, innovation, and transformation. Our graduates thrive in roles of leadership, service, and citizenship in their personal lives, community and beyond.

On July 1, 2021, Converse formally acknowledged its long-held university status with a name change to Converse University. Converse University encompasses the School of Humanities, Sciences, and Business; the School of the Arts; School of Education and Graduate Studies; and the Converse College for Women. While Converse is now co-educational across all programs, through the programming of the Converse College for Women we reaffirm the founder's conviction that a small undergraduate residential liberal arts college is a uniquely powerful environment for developing women's talents.

### Our Mission

Converse empowers students to become transformative leaders who see clearly, decide wisely, and act justly.

### Our Vision

Converse advances a culture of belonging and collaboration that ignites creativity, innovation, and transformation.

## Our Core Values

Converse University prides itself on embracing a culture of belonging and collaboration that ignites creativity, innovation, and transformation. Supporting our mission are seven core values that guide Converse's commitment to creativity and the development of wise leaders.

These enduring beliefs serve as the compass for Converse. They transcend time, extend across the institution and guide our actions and decisions.

**EXCELLENCE** drives us to achieve the best in all that we pursue; to develop competence, confidence and courage to realize full potential in mind, body and spirit.

**INTEGRITY** calls us to cultivate and exercise honor, character and vision in daily decisions and actions; to act honestly and justly when confronted with ethical dilemmas and life's challenges.

**EXPLORATION** compels us to think critically and creatively in the acquisition of knowledge and skills; to discover and enrich scholarship and research, disciplines, methods and vocations through hands-on learning and leadership and through discovery, discourse and debate.

**DIVERSITY** inspires us to embrace the different perspectives, experiences, cultures, backgrounds, talents and contributions that comprise a global society; to enhance and expand inclusivity as we build a stronger multi-dimensional community.

**RESPECT** leads us to value self and others, recognizing the legitimacy of individuality in belief, expression and perspective; to exercise civility, mindfulness and responsibility in words and actions.

**COMMUNITY** motivates us to develop a dynamic network of relationships through a balance of work and play that nurtures the abilities of each member in order to establish a better whole; to mentor, collaborate and communicate as engaged citizens who effect positive change.

**PROGRESS** challenges us to think strategically toward the future by employing creativity, adaptability, ingenuity and innovation; to advance and transform the world around us.

## The Founder's Ideal

Dexter Edgar Converse

"It is my conviction that the well-being of any country depends much upon the culture of her women, and I have done what I could to found a college that would provide for women thorough and liberal education, so that for them the highest motives may become clear purposes and fixed habits of life; and I desire that the instruction and influence of Converse College be always such that the students may be enabled to see clearly, decide wisely, and to act justly; and that they may learn to love God and humanity, and be faithful to truth and duty, so that their influence may be characterized by purity and power.

"It is also my desire and hope that Converse College be always truly religious, but never denominational. I believe that religion is essential to all that is purest and best in life, here and hereafter. I wish the College to be really, but liberally and tolerantly, Christian; for I believe that the revelation of God in Christ is for salvation; and I commend and commit the College to the love and guidance of God, and to the care, sympathy, and fidelity of my fellowmen." -Dexter Edgar Converse, founder of Converse College.

## I. Hiring Practices

### A. Equal Employment Opportunity Employee Selection Procedures

Converse University is an Equal Opportunity Employer. The University adheres to a policy of making all employment decisions without regard to race, color, religion, genetic information, sex, sexual

orientation, pregnancy, national origin, citizenship, disability, veteran status, age, or any other characteristic protected by law. To this end, the University policy is to recruit, employ, and promote the best possible talent in all positions without regard to any of the protected categories listed above.

The University may post position openings in the Human Resources Office, on the Human Resources page of the Converse University website, or both. When an administrative or staff position is open, the supervisor is required to complete a Personnel Requisition Form and follow the hiring procedures as outlined on the form. The completed Personnel Requisition Form must be submitted to the Human Resources Department prior to conducting a search.

Applicants may be queried regarding their abilities to perform job-related tasks through specific descriptions of job duties at the time of interview for employment, transfer, or promotion. The University reserves the right to rescind immediately any job offer or terminate an employee upon learning that the applicant or employee provided false information during the application and hiring process.

**Current Employees:** One year of employment in the employee's current position is preferred before consideration for another position is given.

Employees may apply for posted positions by completing an application and/or submitting a resume with a letter of interest. If serious interest arises after the inquiry, employees are encouraged to notify their present supervisor of their desire to interview for the position.

## B. Employment Standard

Converse University is an Equal Opportunity Employer. Our faculty, administration, and staff pride themselves on embracing a culture of belonging and collaboration that ignites creativity, innovation, and transformation. In support of our mission to empower students to be transformative leaders who see clearly, decide wisely, and act justly are seven core values of excellence, integrity, exploration, diversity, respect, community, and progress. These core values guide Converse's commitment to creativity and the development of wise leaders. Therefore, our policy is to make all employment decisions and recruit, employ, and promote the best possible talent in all positions without regard to race, color, sex, sexual orientation, national or ethnic origin, age, religion, genetic information, or disability.

**THE CONTENTS OF THIS HANDBOOK ARE INTENDED AS GUIDELINES AND DO NOT CONSTITUTE THE TERMS AND CONDITIONS OF AN EMPLOYMENT CONTRACT, EITHER EXPRESS OR IMPLIED. ALL EMPLOYEES OF CONVERSE UNIVERSITY ARE EMPLOYEES-AT-WILL WHO MAY RESIGN AT ANY TIME FOR ANY REASON AND WHO MAY BE TERMINATED AT ANY TIME FOR ANY OR NO REASON.**

No supervisor or member of management, except for the University's President, has the authority to bind the University to any employment contract for any specified period of time with any employee, either verbally or in writing. The only valid contract for employment between the University and any employee must be in writing, specify its intended duration, and be signed by the President of the University.

The University employs all new employees on a probationary/introductory basis for 90 days.

## II. Benefits

### A. Categories of Employment

Employment with Converse University is categorized by the types of services performed and the number of hours worked. Administrative and Staff employment is classified as follows:

- **Full-time employees** - work an average of 35 hours or greater per week for a minimum of nine months per year. Full-time Employees are eligible for benefits.

- **Part-time employees** - work an average of 28 to 34 hours per week for a minimum of nine months per year. The average hours are determined by the number of hours worked during the previous 13 weeks of employment. Part-time Employees may be eligible for some benefits.
- **Part-time, non-eligible - employees** who work an average of less than 28 hours per week or less than nine months per year. Part-time, non-eligible Employees, are ineligible for benefits.
- **Temporary employees** - Employed for a specific period or until completion of a specific project. Temporary Employees are not eligible for benefits.
- **Administrative employees with both administrative and faculty duties** are considered administrative when more than 50% of the workload is administrative-related. The Administrative and Staff Handbook serves as a guideline of employment and should not be construed as creating any contractual obligations or binding terms and conditions of employment. If the administrative position should cease, a faculty member with tenure may return to teaching only if a position is available and has budgetary approval.
- **Faculty employees with administrative and faculty duties** are considered faculty when more than 50% of the workload is faculty-related. The Faculty Handbook, and not the Administrative and Staff Handbook, serves as a guideline of employment for the faculty and should not be construed as creating any contractual obligations or binding terms and conditions of employment.

## Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act (FLSA) establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and Federal, State, and local governments. The Wage and Hour Division (WHD) of the U.S. Department of Labor (DOL) administers and enforces the FLSA with respect to private employment.

Employment with the institution is further categorized as delineated by the Fair Labor Standards Act (FLSA) that deems employees as exempt or non-exempt. This delineation affects how employees are paid. All employees are paid monthly.

- Salaried, exempt employees do not receive overtime pay. They submit a monthly time card via the electronic time card system indicating the number of days absent from work and the reason for the absence.
- Salaried and hourly, non-exempt employees **are required** to submit a monthly time card via an electronic time card system indicating the hours worked each day and any days absent from work.
- All non-exempt employees receive overtime pay at the rate of one and one-half times their regular hourly rate for all hours worked over 40 per week. If an employee's schedule is altered to avoid paying overtime, all adjustments must be made within the same workweek. (Hours worked over 40 in one week **cannot** be taken off in a different workweek per federal guidelines established by the Fair Labor Standards Act (FLSA). *Compensatory time does not apply to any non-exempt employee.*

Each employee of the University who does not hold a written contract of employment for a specified term executed by the President is an employee-at-will. **Employment-at-will indicates that employees are free to resign at any time for any reason and the University is free to terminate an employee's employment at any time for any reason, or no reason, with or without notice or cause, and with or without prior warning.**

At-will employees of the University may receive a letter of hire at employment and/or terms of employment statement (does not include student workers). These documents typically state the rate of pay and other terms of employment. **However, any such document does not, and should not be construed to, create contractual obligations of any kind, guarantee employment for any specified length of time, or bind the University to any specific terms or conditions of employment.**

## B. Flexible Work Arrangements

### A. POLICY STATEMENT

Converse recognizes that some of its employees may seek ways to achieve better work/life balance, reduce commuting costs or address other issues that affect their ability to work onsite at

Converse facilities or work traditional work schedules. As such, Converse supervisors have the ability to utilize flexible work arrangements, when appropriate, to meet departmental needs while at the same time providing enhanced flexibility to employees.

**B. PURPOSE**

Converse supports the principle of flexible work arrangements for its employees to provide for more efficient utilization of the abilities of its employees, improved service to the Converse community, and adaptable working conditions for employees.

**C. SCOPE**

Full-time, part-time, and temporary employees.

Nothing in this document alters the at-will nature of the employment relationship or creates contractual obligations of any kind. Both Converse and employees retain the right to end the employment relationship at any time, for any reason, with or without notice.

**D. DEFINITIONS AND ACRONYMS**

**Core Hours:** All offices and departments must be open and staffed to deliver services during established standard working hours of Converse and each department.

**Flextime:** a schedule permits variation in the daily start and/or end times for an employee but does not alter the employee's total work effort for a given week. A four-day, ten hours per day schedule is an example.

**Teleworking:** an arrangement that permits an employee to work part of the employee's schedule or the employee's full work schedule from an Offsite Work Location.

**Offsite Work Location:** the employee's teleworking work address Primary Work Location

**Supervisor:** the supervisor of record or appropriate authority (examples may be President, Vice President, Chair, Dean, Manager, etc.).

**E. POLICY**

Converse recognizes that some of its employees may seek ways to achieve better work/life balance, reduce commuting costs or address other issues that affect their ability to work onsite at Converse or work traditional work schedules. As such, Supervisors can utilize flexible work arrangements, when appropriate, to meet departmental needs while at the same time providing enhanced flexibility to employees.

Departments are strongly encouraged to be open to alternative work arrangements with the understanding that this flexibility must be accompanied by appropriate employee accountability measures and be compatible with the operational and staffing needs of the work unit. Supervisors are expected to make sound judgments that balance the individual employee's needs with the department's needs and grant flexible work arrangements equitably for similarly situated positions within a particular work unit. Not every Converse position lends itself to flexible work arrangements, nor may every proposed arrangement be accommodated.

Beyond the benefits afforded to individual employees, additional policy considerations include balancing workplace flexibility against the needs, interests, and mission while ensuring that Converse can remain competitive relative to other employers and provide supervisors with an important tool to meet environmental and budgetary requirements challenges.

**Types of Flexible Work Arrangements**

(1) flexible work schedules; and,

(2) flexible work locations ("teleworking" or "telework," remote work).

Below is a description of the expectations and obligations associated with each of these flexible work arrangements.

**1. Flexible Work Schedules**

- A **compressed workweek** schedule allows you to work four working days instead of five, but you must still work at least 37 hours per week.

- **Temporary Change in Work Hours**
- This change may include modifying normal work start and end times or allowing work missed one day to be made up on another. The flexibility helps the employee avoid taking leave or other paid time off that would otherwise have to be accounted for in a given week.
- A **variable workweek** allows you to work five working days, but with work hours other than 8:00 a.m. – 5:00 p.m.\*

*\*Standard hours are in place at Converse, which permits employees to work Monday through Thursday from 8:00 a.m. – 5:00 p.m., Friday 8:00 a.m. – 1:00 p.m.*

2. **Flexible Work Locations (“Teleworking” or “Telework”)** Teleworking is a work arrangement where a supervisor allows employees to perform some of their usual job duties away from their central workplace, in accordance with a work agreement. This type of arrangement is beneficial to both the employee and the employer. It can improve work performance, increase employee retention, reduce commuting costs, reduce departmental costs, allow temporary or permanent job modifications for return-to-work and/or the Americans with Disabilities Act compliance, and improve an employee’s quality of work life.

Converse makes the sole determination of which positions or employees are eligible for teleworking. Teleworking does not change the basic terms and conditions of employment. It is a management option and not a universal employee benefit or right. Some positions have job responsibilities or unique functions that do not lend themselves to teleworking (e.g., front desk receptionist, building and grounds maintenance staff, service-oriented staff, and supervisory staff).

For formal teleworking arrangements, the primary work location is the Converse worksite to which the employee is assigned. The offsite work location is the employee’s teleworking work address.

Teleworking arrangements for short-term projects, typically less than one month, brief illnesses, or an emergency situation do not require a formal teleworking agreement but follow the same general guidelines of this policy.

Work activities by those employees who are not subject to the overtime provisions of the Fair Labor Standards Act (FLSA) and those who choose to accomplish part of their job duties outside of their normal work hours, such as, but not limited to, checking email, grading papers, reading work-related documents, and returning calls, are **not covered** by this policy.

Typically, telework arrangements involve the employee regularly or primarily working from home and are sometimes referred to as “virtual” or “remote” work arrangements. The teleworking arrangement must continue to support the operational needs of the work unit and also provide for appropriate oversight of the employee’s work. Supervisors may revise or revoke a flexible work location arrangement at any time; however, supervisors are expected to provide reasonable advance notice to the employee of such revision or revocation to permit the employee to make alternate arrangements. A minimum of ten (10) business days of notice is generally considered appropriate unless employee conduct or safety issues necessitate a shorter notice period, at the discretion of management.

### **Emergency Conditions**

There may be emergency conditions requiring a telework policy to be implemented by Converse administration on a more widespread basis. In such cases, employees may be required to work from alternate sites off campus (including their homes) to meet Converse’s operational needs.

The President has the authority to determine whether special circumstances exist to implement the telework policy on a required and more widespread basis. The decision will be communicated to the entire campus community.



The implementation of this provision would typically occur for no more than thirty (30) days. If Converse determines that a special circumstances provision should last longer than thirty (30) days, renewal decisions will be made in increments up to thirty (30) days. This will give both Converse and the affected employees with reasonable notice of the duration of this provision. (For example, a Category Three (3) hurricane may require three (3) weeks of teleworking, whereas a pandemic may require a longer period of time.)

In the event of special circumstances, as described in this section, employees will not be required to sign teleworking agreements. (Each department will develop and maintain updated rosters of those job duties that are deemed as mandatory and which positions qualify for teleworking under special circumstances. Departments must plan for cross-training and redistribution of “available” employees in order to prepare for contingencies likely to emerge during catastrophic or special situations.)

## F. PROCEDURES

Departments are encouraged to accommodate the reasonable requests of employees for flexible work arrangements when consistent with Converse’s and department’s objectives. Flexible work arrangements may include flextime and teleworking. Converse provides work alternatives through flexible work arrangements and teleworking. Supervisors and staff have worked together to find creative ways of meeting business needs while providing greater flexibility than traditional work arrangements.

### 1. Flexible work schedule procedure:

Employees may request, and supervisors may grant a change in an employee’s regular work schedule that is not permanent or ongoing in order to adjust for an unplanned, short-notice, or sporadic event. Supervisors have the discretion to grant temporary changes in work hours as long as the department’s operational needs are satisfied and to discontinue such arrangements when deemed necessary.

Supervisors are advised to ensure that adequate supervision is provided for situations in which adjusted work schedules fall outside core operating hours. Supervisors may revise or revoke flexible work schedules at any time; however, supervisors should provide reasonable advance notice to the employee of such revision or revocation to permit the employee to make alternate arrangements. Ten (10) business days of notice is generally considered appropriate, unless employee conduct or safety issues necessitate a shorter notice period, at the discretion of management.

For flexible work schedules greater than two (2) weeks in consecutive duration, employees must complete the **Flexible Work Arrangement** request and submit it to the supervisor for approval. The supervisor will send all recommendations of approval to the Vice President or Dean for final approval.

Regardless of whether the request is approved or not, all requests must be sent to the Director Reviewed/Revised July 2022 of HR and kept in the central HR file for the employee. For complete information regarding flexible work schedules, please review the guidelines provided on the [request form](#).

## 2. Teleworking Procedure

### Employee Eligibility and Selection/Approval Criteria

For positions appropriate for teleworking,

- A. To be eligible for teleworking, an existing employee must have completed six (6) months of satisfactory employment with Converse. This six-month requirement maybe waived at the president’s discretion or their designee and in emergency circumstances. Employees in a warning notice of substandard performance are not eligible for teleworking.

- B. Initiation of a teleworking arrangement can be at the request of either the department or the employee. If requested by the employee, a [Teleworking Request Form](#) must be submitted for review and approval by the appropriate authority before teleworking may begin. If the supervisor initiates the teleworking arrangement, only the Teleworking Request form's Safety and IT Security sections need to be completed and must be reviewed before the teleworking may begin. If teleworking is a condition of employment, the employee will be notified at the time of hire.
- C. The supervisor, department chair, or dean/director will review the Teleworking Request form (if requested by the employee) for approval, considering the following factors:
  1. Needs of the department/unit and the employee;
  2. Employee's work duties and the ability to measure or assess work performed;
  3. Availability and costs of needed equipment;
  4. Employee's current and past job performance, as documented in performance evaluations, including time management, organizational skills, self-motivation, and the ability to work independently;
  5. Assessment of other employees in the immediate work unit performing similar responsibilities to determine interest;
  6. Effect on service and the remaining employees of the unit or department;
  7. Measurable objectives and results mutually agreed to by the employee and the supervisor; and
  8. Other items deemed necessary and appropriate.
- D. If approved, the employee and supervisor will complete a [Teleworking Agreement](#) prior to the employee beginning the teleworking program.
- E. Copies of these documents are to be kept in the department and sent to Human Resources to be placed in the employee's permanent HR file. The Teleworking Agreement should be reviewed and updated as conditions change but, at a minimum, will be reviewed annually.
- F. The supervisors, Department Chairs, or Human Resources decision of whether to grant a request to telecommute is final. If there is a disagreement between those individuals, the President's decision is final.
- G. Human Resources may grant exceptions to portions of this policy.

### **Conditions of Employment**

- A. The employee's duties, responsibilities, and conditions of employment remain the same as if the employee were working at the employee's Converse work location. The employee will continue to comply with all federal laws, state laws, and Converse policies and procedures while working at the offsite work location. Teleworking will not adversely affect an employee's eligibility for advancement or any other employee rights or benefits.
- B. The employee will be compensated for all time worked to include overtime, if applicable, leave, and travel. Travel between Converse and the employee's offsite location are not reimbursable travel expenses. Travel is a reimbursable expense when the primary work location is offsite (as a condition of employment) with the alternative work location as a Converse Office to which the employee is assigned. Required work hours, compensatory time, performance evaluations, and leave benefits will not change as a result of teleworking.
- C. Requests to work overtime, accrual of compensatory time, or use sick, annual, or other leave must be approved in the same manner as when the employee works at the primary work location and will be subject to the same rules and regulations.
- D. The actual work schedule of the teleworking employee will be determined by the supervisor and will be documented in the Teleworking Agreement. Converse must be able to contact the employee by telephone and email during the scheduled work hours.
- E. Regular communication through weekly or monthly meetings, teleconferencing, or in office days is required. The employee may be directed to report to the Converse office work location on a scheduled or an as-needed basis. The interval and the means by which the teleworking employee should check-in with their supervisor should be documented in the teleworking agreement (i.e., face-to-face meetings, deliverables, a status report on a weekly/monthly basis).
- F. A supervisor may require a test period of up to six (6) months to evaluate the success of the teleworking arrangement.
- G. The teleworking agreement does not continue when the employee moves to a different job unless arrangements have been made to allow teleworking in the new position.

## Designating the Offsite Work Space

- A. The employee must agree to designate a separate workspace in the remote site for the purposes of teleworking and maintain this area in a safe condition, free from hazards and other dangers to the employee, Converse equipment, and confidential information.
- B. To ensure the safety of the workspace, the employee agrees to complete the **Safety Checklist** section as part of the teleworking request form prior to the employee beginning the teleworking program. It is the employee's obligation to ensure the safety of the offsite workspace and compliance with all health, safety, and confidentiality requirements.
- C. The employee agrees that Converse shall have reasonable access to the designated offsite workspace for all reasonable purposes, including but not limited to inspection of the space, supervision of the employee, and retrieval of Converse-owned property and information.
- D. No employee engaged in teleworking will be allowed to conduct face-to-face Converse related business with non-personnel at the offsite work location, except for those employees with a primary work location designated as offsite as a condition of employment. The employee will be liable for injuries or damages in the offsite work location to the person or property of third parties or any members of the employee's family and agrees to indemnify Converse for any such claims.
- E. The employee understands that Converse will not reimburse the cost of designated work space expenses, including but not limited to heat, water, electricity, insurance, and telecommunications equipment and services.
- F. Employees who live in rented property should review their rental lease to ensure that the lease permits business use of the premises.
- G. Converse reserves the right to inspect the designated offsite workspace to investigate whether all requirements are met.

## Workers' Compensation

The offsite workspace, as approved, is considered an extension of the employee's Converse office work location; therefore, workers' compensation will continue to exist for the employee when performing official work duties in the defined, offsite work space during approved teleworking hours. Any work-related injuries must be reported to the employee's supervisor immediately, and the employee must complete all necessary or management requested documents regarding the injury. Converse's workers' compensation insurer may subrogate the claim against the employee or the employee's insurance.

## Equipment Information

Converse may provide all or part of the equipment necessary for accomplishing work assignments, as determined by the appropriate authority. However, where agreements specify, employees may be authorized to use their own equipment. Teleworking employees must abide by Converse's policies concerning information security, software licensing, and data privacy. All official Converse records, files, and documents must be protected from unauthorized disclosure or damage and returned safely to the Converse office work location whenever requested by Converse. The employee agrees to abide by any Converse rules concerning computer equipment (including protecting personal computers against "viruses"), agrees to follow Converse procedures for network access, and takes all necessary steps to protect the integrity of the systems. Specific guidance regarding security for remote access is provided at [Campus Technology Policies](#).

- A. Converse - Owned Equipment and Documents
  1. Converse established security controls and conditions for the use of the Converse-owned equipment for the Converse office location will also apply to the offsite work location.
  2. Data must be backed up to Converse network on a regular basis, as noted in the teleworking agreement to ensure Converse's record-keeping requirements.
  3. Teleworking employees must abide by the Business Expense Policy for all purchases and expenditures incurred for teleworking equipment or services. The Teleworking Agreement will be required to document purchases and expenditures related to teleworking and must be attached to all transactions.
  4. Support, maintenance, and repair of Converse-owned equipment will be performed only by a Converse authorized technician. The employee will be responsible for notifying the supervisor

and bringing the equipment to the employer-designated repair location. Necessary maintenance and repairs on Converse-owned equipment will be performed at the employee's expense. The teleworking arrangement may be suspended/modified until functioning equipment is in place.

5. The employee will return all Converse equipment, files, documents, and supplies immediately upon termination of teleworking or the employee's employment.

#### B. Employee-Owned Equipment

1. When employees are authorized to use their own equipment Converse will not assume responsibility for the cost of repair, maintenance, or service even if the employee is engaged in Converse work at the time of the malfunction. The purchase of software and installation and configuration on employee-owned equipment are the responsibility of the telecommuter. The employee must make repairs or arrangements for repairs as quickly as possible, and the teleworking arrangement may be suspended/modified until functioning equipment is in place.
2. Telecommuters using their own equipment must use the same security controls and protect data privacy.

### Termination of Participation

- A. Converse may terminate the teleworking arrangement at any time with or without cause. This termination is final in terms of administrative review. The employee may request that the arrangement be terminated, but it is at Converse's discretion to end the arrangement.
- B. Converse will give two weeks' notice of termination, if possible.

### G. RELATED RESOURCES

- [FLSA Standards](#)
- [HR Policies & Handbook](#)
- [Campus Technology Policies](#)
- [Business Expense Policy](#)
- [OSHA Guidelines](#)
- [Telecommuting safely](#)
- [Holiday Schedule](#)
- [Technology Checklist for Remote Work](#)

## C. Insurance

### Health Insurance

The University currently maintains a health insurance plan for eligible employees and their dependents. The health insurance plan may include **medical and/or dental insurance**. The University pays a portion of the insurance premium presently, with the employee contributing the balance of the cost of the premium. Employees must update coverage information annually or as needed.

The percentage paid by the University, the cost of the employee's portion of the premiums, the benefits, and the entire program are subject to change or elimination at any time, at the University's sole discretion. The University does not recommend specific providers within the insurance network. The University does not accept liability and shall not be liable for any services provided under the health insurance plan.

### Teladoc

With Teladoc, employees can talk to a board-certified doctor or provider 24/7/365 by smartphone, tablet, or computer. **This service is set up** for medical advice and care from your home or office, or in moments when an employee cannot take time off work or need a prescription refilled. There is **no copay** to use this benefit.

**\*note, there is no guarantee you will be prescribed medication.**

## Vision

The University offers a vision plan. All eligible Converse University employees may enroll in the vision plan. Members pay an annual deductible on exams and materials. Please see Human Resources for the vision plan details.

## Life, Short Term and Long-Term Disability Insurance

The University currently provides Life, Short term and Long-Term Disability insurance at no cost to the employee for all full-time and part-time employees eligible for benefits. When enrolled, an employee's insurance becomes effective on the first day of the month following date of hire. Plan details are described in the summary plan descriptions.

If there is any conflict between this policy and the Plan Documents, the terms of the Plan Documents shall control.

## D. Medical Insurance Surcharge for the use of Tobacco Products Policy

As part of Converse University's efforts to support the overall health and wellness of its group health plan members, Converse University will implement a tobacco surcharge to encourage the cessation of tobacco products and the overall health of our employees. Effective October 1, 2020, Converse University will charge an additional \$50 per month for medical coverage through the Converse University Group Health Plan to its employees and their insured family members who use tobacco products. This initial surcharge may be adjusted as needed each year.

All subscribing Group Health Plan members will be required to submit a declaration with regard to themselves and all of their covered family member(s) regardless of whether they use tobacco or not. Plan members who use tobacco will see the surcharge deduction reflected in their October paycheck.

"Tobacco and smoking products" include all tobacco-derived or containing products, including, but not limited to, cigarettes (e.g., clove, bidis, kreteks), electronic cigarettes (Juuls, etc.) vaping devices, cigars, cigarillos, pipes, water pipes, smokeless tobacco products or substitutions (spit and spit-less, chew, pouches, snuff) or any other device intended to simulate smoked tobacco. This does not apply to nicotine replacement therapy, which is designed to assist tobacco users to quit tobacco. In this case, documentation will need to be provided to the Office of Human Resources.

If it is unreasonably difficult for the employee or insured family member(s) who uses tobacco products to stop, the employee or insured family member(s) may be able to avoid the surcharge by another means. The employee or insured family members should contact the Office of Human Resources [hr@converse.edu](mailto:hr@converse.edu), who will provide information regarding alternative wellness program offered through Teladoc.

## Teladoc Tobacco Cessation Program

Teladoc offers a telephonic tobacco cessation coaching program to assist employees and their family members to quit using tobacco products. Converse University will offer insured individuals an opportunity to enroll in the Teladoc cessation program in order to avoid the surcharge. Teladoc enrollment process: request a General Medical visit at [teladoc.com](http://teladoc.com), Teladoc app, or 1-800-835-TELADOC (835-2362).

Converse will pay the cost for the first time through the program. If the employee or insured family member(s) continue using tobacco products after completion of the cessation program, he or she can re-enroll or select another Converse approved program at his or her own expense. The employee or insured family member(s) must continue to be insured in an approved program or stop using tobacco products in order to avoid the surcharge. Converse University reserves the right to require objective evidence at any time that the employee or insured family member(s) are actively participating in an approved program or is tobacco-free.

Tobacco-free is defined as the employee, or insured family member(s) have not used tobacco products within the past 60 days from the day the declaration is signed or completion of a tobacco cessation program.

Converse University generally will allow twelve consecutive weeks to complete the program. If Converse does not receive a certificate of completion (or acceptable evidence that the employee or insured family member(s) are still actively insured in the program) within twelve consecutive weeks, the institution will reinstate the surcharge.

Converse University reserves the right to impose the surcharge retroactively if it finds that an employee or insured family member(s) did not actively participate in an approved program (even if he or she enrolled in the program) or used tobacco products when he or she was represented to be tobacco-free.

### Liability for the surcharge

The liability for the surcharge will be reevaluated each year. If an employee or insured family member(s) paid the surcharge during the previous year, the employee would continue doing so unless, prior to the policy anniversary, he or she certifies the employee and all insured family member(s) are now tobacco-free.

## E. Flexible Spending Accounts

Flexible Spending Accounts allow you to pay for goods and services you already use (including OTC products) with money deducted from your paycheck before it is taxed. This can reduce your eligible health care and dependent care expenses by as much as 30%. These plans are administered by Flores.

Substantial tax savings are available to eligible employees through Section 125 of the Internal Revenue Code. These "125" or "cafeteria" plans allow employees to pay premiums for most employer-approved group benefits on a pre-tax basis. Furthermore, through flexible spending accounts, employees may set aside dollars on a pre-tax basis to fund expenses such as unreimbursable medical expenses and child care expenses. These dollars must not exceed the predetermined plan limits.

- Premiums: Most employer-sponsored group benefits would qualify for this pre-tax treatment. Examples would be your portion of medical, dental, or group term life insurance premiums.
- Unreimbursable Medical Expenses: Medical expenses that are not reimbursed or covered under your group benefits plan would generally qualify for the provision. Examples are deductibles, coinsurance amounts, vision care, dental and orthodontic expenses.

This benefit requires some planning on the part of the employee because you can only qualify for the amount you choose to set aside at the beginning of the year. Further, you may rollover up to \$570 from one year to the next if you do not use the expenses. This enables you to avoid the "use it or lose it" rule for unspent balances up to \$570. Rollover funds will be available after April 1st once all claims from the prior year are posted.

Dependent Care: An employee could choose to have pre-determined dependent care expenses withheld from his/her pay on a pre-tax basis. These expenses must be documented and filed for reimbursement as well.

Under Section 125 of the Internal Revenue Code, these elections (any or all) will be made at the beginning of a year. Changes are allowed only if the employee experiences a "change in status," which are changes in:

- Legal Marital Status
- Number of Dependents
- Employment Status
- Work Schedule
- Residence or Work Site
- Dependent Status

Employees who have questions regarding this program or who choose to participate in this program or make changes in their election should contact the Human Resources Department. If there is any conflict between this document and the Plan Document, the Plan Document's terms shall control.

## F. Retiree Insurance

Effective December 1, 2003, the requirements for retiree participation in the Converse University group medical insurance plan are as follows:

The individual must be a retired employee who has obtained the age of 62 or more and has a minimum of ten years of service with Converse University or whose age plus the number of years of service is equal to or greater than 85. Once the retiree becomes eligible for Medicare, the group medical plan coverage terminates for the retiree and any covered dependents. When a dependent of a retiree becomes eligible for Medicare before the retired employee does, the group health plan coverage shall terminate for that dependent. NOTE: This retiree plan is in lieu of COBRA coverage. If the employee elects the retiree coverage at the time of or before the retirement date (to include their dependents), their rights to COBRA (when their coverage ends) are null and void. Retired employees and their covered dependents are only eligible for medical benefits, not dental or vision.

Effective May 1, 2009, Special Retirees may elect to continue medical coverage under the Plan in lieu of COBRA continuation coverage until the Special Retiree reaches the age of 65. A Special Retiree is defined as an eligible employee and offered an early retirement plan or phased retirement plan option by the University and who timely accepted an early retirement plan or phased retirement plan option and timely executed an Early or Phased Retirement Incentive Agreement and Release in Full. A Dependent of the Special Retiree who was covered under the Plan as of the date of the Special Retiree's retirement is also eligible to continue medical coverage under this Plan until the Special Retiree reaches age 65 if the Dependent elects to continue medical coverage under the Plan in lieu of COBRA continuation coverage. A Special Retiree and Dependent of a Special Retiree are only eligible for medical benefits under this Plan and not dental or vision benefits. If the Special Retiree dies before attaining age 65, the Special Retiree's Dependent may continue medical coverage under the Plan until the date the Special Retiree would have attained age 65. In the event of a divorce or a legal separation, or if a Dependent child ceases to be an eligible Dependent under the Plan, the Spouse and Dependent child may continue medical coverage under the Plan until the date the Special Retiree attains age 65.

If there is any conflict between this document and the Plan Document, the Plan Document's terms shall control.

## G. Retirement Fund

Employees may participate in the University's Defined Contribution Retirement Plan offered through TIAA upon the date of hire. Employees are eligible to receive a matching contribution if they meet each of the following criteria:

- Complete one year of continuous service or worked for a four-year institution and worked through May 1 of the most recent academic year;
- Full time or part-time employees (including 10 and 11-month employees) who complete at least 1,000 continuous work hours; AND
- Are at least 25 years of age.

New employees who were employed full-time at a higher education institution a minimum of one year immediately prior to employment at Converse are currently exempt from the one-year waiting period. Previous employment verification must be provided.

The retirement program is currently provided through TIAA Participants have the option of contributing a percentage of their monthly base salary to this fund. The University may contribute a percentage of the monthly base salary for participants who contribute a minimum amount established by the University.

Plan Summary information and enrollment forms are available in the Human Resources Office. If there is any conflict between this policy and the Plan Document(s), the terms of the Plan Document(s) shall control.

This plan is subject to change or elimination at any time, with or without notice, at the University's sole discretion.

## H. Re-Employment- Effect on Benefits

The following benefits will not be bridged in the event of re-employment: tuition remission and exchange, vacation and personal leave accrual, and years of service (for the purpose of service recognition). Vacation accrual will accrue at the new-hire accrual rate. Other benefit start dates such as insurance coverage and retirement plan participation will be based on the specific benefit plan provisions. Employees may contact the Human Resources Department for benefits information.

This policy may be waived if the employee is rehired within thirty days of the individual's resignation or retirement date.

## I. Tuition Exchange and Tuition Waivers

Scope and Audience: This policy applies to qualified dependents of faculty and staff at Converse and students attending Converse from other Tuition Exchange eligible, participating institutions.

### 1. Policy and Purpose

To establish the guiding principles, basic terms, and administrative authority for awarding tuition waivers through the Tuition Exchange or Council of Independent Colleges programs.

### 2. Policy Statement

Converse University is pleased to accept applications for tuition waivers through the Tuition Exchange and Council of Independent Colleges programs.

The purpose of tuition waivers through these programs is the recruitment of traditional undergraduate students whose parents are eligible employees of member institutions and to provide financial assistance and enhanced educational and developmental opportunities for traditional undergraduate students while supporting the University in its teaching, research, and service missions. This policy explains the guiding principles, states the basic terms, and establishes the administrative authority for all graduate assistantships.

### 2.1 Export Policy

Converse University belongs to two tuition exchange organizations: Tuition Exchange, Inc. (hereinafter known as TEP) a national organization that administers multilateral tuition remission scholarships for Full-time Employees of member institutions and the Council of Independent Colleges Tuition Exchange Program (hereinafter known as CIC-TEP). Both the TEP and CIC-TEP export scholarships are offered to full-time Converse employees' dependent children who apply initially prior to the age of 22. The benefit is for undergraduate work only.

### 3. Definitions

The following definitions are used for the purposes of this policy.

#### 3.1 Eligible Student

##### 3.1 (a) Import Student

An eligible import student is defined as:

- a. The dependent of an eligible employee of a member institution who has been certified as eligible by the exporting institution
- b. Meeting all Converse University admission requirement

##### 3.1 (b) Export Student

An eligible export student is defined as:



- a. An eligible dependent of a Converse University employee who is a natural-born child, legally adopted child, or stepchild, unmarried, **and** who is eligible to be claimed as a deduction on the eligible employee's income tax return for the current year and in the tax period in which the tuition is waived.
- b. Stepchildren must also have established residency on a permanent basis in the staff member's household. A divorce decree that states the employee is financially responsible for the dependent's education may suffice in lieu of the above requirement. Children under the legal guardianship of employees also qualify for the benefit.
- c. The employee parent must have completed one year of uninterrupted full-time employment or full-time teaching at Converse and must maintain this uninterrupted service for the full duration of the TEP or CIC-TEP scholarship period. A change in work status or termination of employment or death of the employee will continue the TEP or CIC-TEP scholarship through only the end of the academic year in which the event occurs. If one of these occurs prior to the start of an academic year, the TEP or CIC-TEP scholarship ends immediately.
- d. Exports under the TEP are limited based upon the number of imports the University has received. The Exports and Imports must be in balance in order for the University to maintain membership in the organization without penalty or restriction. Therefore, unless the University has a surplus of export slots, a TEP export scholarship will be granted to only one student per family in any given year. There are no limitations to exports under the CICTEP program.

### **3.1 (c) Export selection, duration, re-application, and exceptions**

Converse must balance the number of its TEP exports with "imports" or enrollees at Converse. There may be a limited number of export scholarships available in any given year. When this occurs, the Converse Tuition Exchange Committee will serve as the TEP selection committee, primarily using merit-based criteria (GPA, courses taken, test scores, recommendations, etc.) to make their choice(s) by December each year. The duration of TEP scholarships also depends upon the status of the export/import balance at Converse. When export credits permit, recipients may be renewed for a total of eight scholarship semesters to cover undergraduate study. Fewer semesters are covered if the recipient enters the TEP or CIC-TEP program as a transfer. Export recipients wishing to renew their TEP or CIC-TEP scholarship must reapply annually by November 1, prior to the academic year being recertified. For import/export balancing reasons, there are times when these recertifications must be determined on a priority basis by the Converse Tuition Exchange Committee using primarily merit-based criteria. Graduate study, summer school and study-abroad courses are not covered by TEP or CIC-TEP export scholarships. New TEP or CIC-TEP exports must be admitted by the importing institution, and those students renewing TEP or CIC-TEP scholarships must maintain the required academic and behavioral standards of the importing institution.

### **3.1 (d) Export Scholarship Value**

The importing institution determines the value of the TEP or CIC-TEP scholarship it awards and records this on the Application/Certification Form returned to Converse's Tuition Exchange Liaison Officer and the student. The scholarship usually covers tuition charges but not room, board, course overloads, and other fees. Higher-tuition colleges may elect to reduce their award to the "Minimum Value Scholarship" established each year by the TEP or CIC-TEP (TE) Board of Directors. Before accepting a TEP or CICTEP scholarship, the student should seek, from the host institution, cost information for which he/she will be responsible.

**3.1 (e) Export Application Process** Each TEP or CIC-TEP candidate must submit a completed preliminary tuition exchange application form (available on the Human Resource website) to the Tuition Exchange Liaison Officer as early as possible after September 1, but no later than November 1. The applicant will then receive all applicable instructions and information necessary to complete the entire TEP or CIC-TEP scholarship application process.

### **3.2 Exporting Institution**

An exporting institution is defined as a college or university that is a member in good standing with the Tuition Exchange and/or the Council of Independent Colleges.

Employee eligibility will be determined and certified by the exporting institution.

### **3.3 Enrollment Status**

A traditional undergraduate student is considered full time in a given academic term or session when enrolled in twelve or more credit hours (in a January term, if a student incurs tuition expenses, the tuition exchange will cover up to six (6) academic credits). An eligible student must be enrolled full time in every academic term to be eligible for the tuition waiver.

## **4. Responsibilities and Procedures**

### **4.1 Description**

A tuition waiver through the Tuition Exchange or Council of Independent Colleges provides financial assistance to degree-seeking traditional undergraduate students whose parents are employees of member institutions.

### **4.2 Eligibility Requirements**

Students must meet the following criteria for consideration of their application for a tuition waiver through the aforementioned programs.

- Must meet all requirements for regular admission as a degree-seeking traditional undergraduate student. Must apply for admission before November 15th .
- Must have a minimum 3.5 cumulative high school GPA.
- Must file the Free Application for Federal Student Aid (FAFSA) each year before November 15th .
- Applications for tuition waivers must be received by December 1st for consideration. Late applications will only be considered if award limits have not been met.
- Must maintain a cumulative 2.50 or higher GPA while a Converse student.
- Student must be meeting minimum satisfactory academic progress standards based on the University's published SAP policy.
- SC residents who are recipients of the SC HOPE scholarship in their first year must meet minimum state requirements to convert the HOPE Scholarship to SC LIFE (earn a minimum of 30 credit hours with a cumulative GPA of at least a 3.0). Students who fail to meet eligibility criteria will not have their tuition waiver award increased to compensate for the lost financial aid.
- SC residents who are recipients of SC LIFE, SC LIFE Enhancement, SC Palmetto Fellows, or SC Palmetto Fellows Enhancement must maintain eligibility for these programs as defined in the rules, regulations, policies, and procedures for each respective program. Students who fail to meet eligibility criteria will not have their tuition waiver award increased to compensate for the lost financial aid.
- Eligible employees must be recertified by the exporting institution each year.

### **4.3 Limitations & Restrictions**

#### **4.3.1 Availability of Tuition Waivers**

The total number of tuition waiver recipients and awards will be established by the Vice President for Finance and Business, the Vice President for Enrollment Management, and the Associate Vice President for Student Financial Services. These annual limits will be calculated in accordance with regulations regarding import and export ratios as required by the program.

These personnel may recommend changes, additions, deletions and/or termination of this program at any time with approval by the President's Leadership Council.

#### **4.3.2 Awardees**

Converse University will award initial tuition waivers through the aforementioned programs to first year, full-time freshmen only with consideration given to new transfer applicants and upper-class students if annual limits have not been met.

#### **4.3.3 Award Limits**

Converse University limits the number of semesters for which a student is eligible to eight (8) fulltime semesters and four (4) January terms at Converse. Students are not eligible for these tuition waivers for summer terms.

#### **4.4 Tuition Waiver Award Amounts**

The value of the tuition waiver shall not exceed the published tuition. Current tuition rates can be found [here](#).

##### **4.4.1 Other Financial Aid and the Tuition Waiver**

All other grant and scholarship aid will be discounted from the value of the tuition waiver. This includes grant and scholarship aid from federal, state, and institutional sources.

Private scholarships earned by the student may be used for on-campus room and board, and book expenses (only if there is an excess of fund after fixed costs are paid). Commuting students may use outside scholarship funds earned by the student not to exceed the cost of books. Students wishing to use excess aid for books must present a written estimate of books and materials provided by the University's bookstore to the Associate Vice President for Student Financial Services for approval.

All financial aid is subject to the University's policy for grant aid refunds.

## **J. Tuition Remission**

Scope and Audience: This policy applies to all employees of Converse University, their spouses and/or dependents.

### **1. Policy and Purpose**

To establish the guiding principles, basic terms, and administrative authority for tuition remission.

### **2. Policy Statement**

The purpose of tuition remission benefits is to provide financial assistance and enhance educational and developmental opportunities for Converse University employees, their spouses and/or dependents while supporting the University in its teaching, research, and service missions. This policy explains the guiding principles, states the basic terms, and establishes the administrative authority for all tuition remission benefits. Tuition remission is a financial benefit provided by the institution and is subject to limitations and exclusions as outlined in this policy. *The University reserves the right to update and amend this policy at any time. Students benefiting from tuition remission are always subject to the current policy in effect.*

### **3. Definitions**

#### **3.1 Eligible Employee**

To be eligible for tuition remission, the Converse University employee must be a full or part time (exempt or non-exempt) employee in good standing with benefits and have completed six (6) months of continuous employment prior to the first day of class of the term for which the tuition remission is requested. Employees who are not eligible for full benefits are not eligible for tuition remission under this policy.

#### **3.2 Employee Category**

##### **3.2(a) Exempt Employee**

An employee who meets Fair Labor Standards Act (FLSA) requirements to be exempt from overtime pay and occupies an executive, administrative, or professional position, as defined under the FLSA. Non-instructional exempt employees receive compensation at a minimum salary that meets the requirements set under South Carolina code and the FLSA.

### **3.2(b) Non-Exempt Employee**

An employee who does not meet the Fair Labor Standards Act (FLSA) requirements to be exempt from overtime pay and who is paid for all overtime hours worked in any workweek.

### **3.2(c) Student**

Any person enrolled in courses at Converse University is considered a student (employee, spouse, dependent).

## **3.3 Enrollment Status**

### **3.3(a) Traditional Undergraduate and Converse II Students**

Enrollment Status Definition Enrollment status for traditional undergraduate and Converse II students is determined based on the following enrollment per term:

1-5 credits	less than half time
6-8 credits	half time
9-11 credits	three quarter time
12 or more credits	full time

To be eligible for tuition remission, the undergraduate student must be enrolled full-time. Traditional undergraduate students enrolled less than full-time will not be eligible for tuition remission. Converse II students are eligible to enroll less than full-time.

### **3.3(b) Graduate Students**

A graduate student is considered full-time in a given academic term or session when enrolled in nine credit hours or more. A graduate student is considered half time in a given academic term or session when enrolled in less than nine and at least six credit hours. Summer sessions will be combined to determine enrollment status.

## **3.4 International Student**

An international graduate student is a graduate student who holds an F1 or J1 student visa. International students are not eligible for tuition remission.

## **3.5 Definition of a Spouse**

A spouse is defined as a person in a legally contracted marriage recognized by the State of South Carolina to a Converse University employee, with the exception of an estranged spouse who maintains a separate domicile.

## **3.6 Definition of a Dependent**

A "dependent" is defined as the son/daughter, stepson/stepdaughter, or legally adopted son/daughter of an eligible Converse University employee who is under the age of 24 and is claimed as a dependent on the employee's federal income tax return for the year(s) in which the tuition remission is requested.

**Dependent students** over the age of 24 are eligible for reduced tuition benefits as a Converse II student and are not eligible for tuition remission.

## **3.7 Student Account**

A student account is the University billing statement assigned to a student and maintained by the Student Accounts office.

# **4. Professional Leadership Doctoral Students**

## **4.1 Tuition Remission and Program Structure for EdD**

The EdD in Professional Leadership is designed to be taken in a specified progression over 3 years. It would be difficult for employees, spouses, and dependents to take 6 or more years to complete the program, which would be the result of taking only one class per semester/session. Instead, if this proposal is followed, employees will reap over a 50% discount in tuition and complete the program in 3 years. Structure for the program is as follows:

Semester	# of Classes	# of Credit Hours	# of Credit Hour Waiver
Fall 1	2	6	3
Spring 1	2	6	3
Summer 1A	2	6	3
Summer 1B	2	6	3
Fall 2	2	6	3
Spring 2	3	9	6
Summer 2A	1	3	0
Summer 2B	2	6	3
Fall 3	2	6	3
Spring 3	1	6	6

Employees, spouses, and dependents will be responsible for the cost of 27 of the 60-degree hours under this plan (a discount of more than 50%). Employees, spouses, and dependents who persist to the final course (Capstone in Spring 3) will be rewarded by receiving the final 6-hour class as part of tuition remission. Students **may not** receive tuition remission for more than 33 credits in the Professional Leadership doctoral program.

The value of the tuition remission is based on the current tuition rates for the program.

## 5. Professional Enhancement Coursework (Non-degree seeking, eligible employees only):

### 5.1 Eligible for Tuition Remission.

#### 5.1 (a) Eligible Student

Eligible employees of Converse University may receive tuition remission for professional enhancement coursework as a non-degree seeking student. Spouses and dependents are not eligible for tuition remission for professional enhancement or non-degree seeking courses.

#### 5.1(b) Eligible Courses

Courses offered for academic credit are eligible for tuition remission. However, continuing education workshops and seminars that provide continuing education units (CEU) are not eligible for tuition remission.

### 5.2 Credit Hour Limitations.

Eligible employees may take up to six undergraduate credits or three graduate credits (1 three credit course) per semester (Fall, Spring, Jan, and Summer) for a total of 21 credits per year (undergraduate) or 12 credits per year (graduate) at 100% tuition remission. Credits taken beyond the tuition remission limit will be charged at the standard rate and will be the responsibility of the student.

**Please note:** Eligible employees may use the tuition remission benefit for **either** a degree-seeking program or professional enhancement coursework but **may not** receive the benefit for both. Tuition remission benefits will be capped based on the limits set forth above.

## 6. Effects of Drops and Withdrawals for Converse II and Graduate Students

**6.1 Drops & Withdrawals.** Students receiving tuition remission must maintain enrollment in all courses for which the benefit is paid. Students will forfeit the benefit for dropped courses. (For example, a graduate student registers for six credits at \$416 per credit hour for a total benefit of \$2,496. The student withdraws from one three-credit course during the semester. The tuition remission benefit will be reduced by \$1,248 or the cost of the threecredit course.)

### 6.2 Change in Status.

In the event of a change in employment, dependency, or spousal status for the student, Converse may require an adjustment to the tuition remission benefit. The effect will be pro-rated and the employee may be responsible for the resulting uncovered tuition balance.

The recipient is responsible for repayment of all costs incurred by such reversal.

### **6.3 Satisfactory Academic Progress.**

All students receiving tuition remission must meet the minimum satisfactory academic progress standards for financial aid as outlined in the University's satisfactory academic progress policy for financial aid. Students not meeting minimum satisfactory academic progress standards will forfeit the tuition remission benefit.

### **6.4 Signature on Form.**

Signatures on the Tuition Remission application verify that the student/employee has read, understands and agrees to abide by the policies and procedures set forth herein.

## **7. Intent to Enroll**

**7.1 Meaning & Timing.** Intent to enroll refers to the subsequent semester enrollment status of a student during the January term or summer session. A student is said to demonstrated "intent to enroll" during the summer session if the student is registered for the subsequent fall semester, and to demonstrate "intent to enroll" during the January term if the student is registered for the subsequent spring semester. New students demonstrate "intent to enroll" during the summer or January term if they are admitted to a degree program to start in the subsequent semester.

**7.2 January Term.** Traditional undergraduate students are expected to enroll in each January term. Traditional undergraduate students must obtain approval from the Associate Provost for Student success to not enroll in each January term.

## **8. Responsibilities and Procedures**

### **8.1 Description**

Tuition remission provides financial assistance to a degree-seeking traditional undergraduate, Converse II, graduate student, for Converse University employees, their spouses and/or dependents. Only eligible employees may receive tuition remission for professional development or non-degree seeking courses.

### **8.2 Limits**

#### **8.2(a) Traditional Undergraduate Students**

Degree-seeking traditional undergraduate students will be eligible for the value of full-time tuition for the academic year in which the student is enrolled. Tuition remission *does not cover* fees (matriculation, lab, music lessons, etc.) or room and board.

**Please note:** All other grant/scholarship aid awarded from federal, state or institutional sources will be deducted from tuition before calculating the value of the tuition remission. Students with scholarships from outside organizations not affiliated with the University (i.e. – Ruritans, church organizations) may use outside financial aid to assist with room and board expenses (if living on campus). Tuition remission may not be used for fees, room and board, or other expenses.

#### **8.2(b) Converse II Students**

Degree-seeking Converse II spouses/dependents will be eligible for the value of tuition for up to twelve (12) credits in the Fall term, 12 credits in the Spring term, three (3) credit hours in the January term, and six (6) combined credits for all summer terms.

**Please note:** All other grant/scholarship aid awarded from federal, state or institutional sources will be deducted from tuition before calculating the value of the tuition remission. Students with scholarships from outside organizations not affiliated with the University (i.e. – Ruritans, church organizations, other private donors) may use outside financial aid to assist with room and board expenses (if living on campus). Tuition remission may not be used for fees, room and board, or other expenses.

Employees who are Converse II students will be eligible for no more than three (3) credit hours per term of enrollment.

#### **8.2(c) Graduate Students**

Degree-seeking graduate students will be eligible for no more than three (3) credit hours in the Fall/Spring terms, three (3) credit hours in the January term, and no more than one three (3) credit hour class per summer term (not to exceed six credit hours in all summer terms). For example, if a Graduate student is enrolled in six credit hours in Summer I and six credit hours in Summer II, the Graduate student would be eligible for a total of six (6) credit hours of tuition remission total.

**Please note:** Any grant/scholarship aid awarded from federal, state or institutional sources will be deducted from tuition before calculating the value of the tuition remission.

#### **8.2(d) Enrollment limitations**

An employee/spouse/dependent may enroll in an appropriate course if there is space available and if six or more students are already enrolled in the course. One may elect to enroll in a class of fewer than seven students by paying the usual charges. Tuition-free students may not enroll in directed independent studies and internships, unless the professor agrees to waive his or her compensation. Students who are granted enrollment in a DIS (Directed Independent Study), off campus courses (i.e. Wofford, etc.) or other courses delivered by a third-party that require the University to pay for the teaching of the tuition remission student (i.e. Acadeum) will be charged the cost to the University. The cost may be revised at the University's discretion. DIS, Acadeum, off campus courses (i.e. Wofford, etc.) and other courses for which in which the University must pay for the teaching of the tuition remission student are not eligible for tuition remission. The cost may be revised at the University's discretion. Employees must make up the time they miss from work in order to attend a class during working hours.

#### **8.2(e) Employee Supervisor Approval**

The employee must have the signature approval of his or her supervisor **prior** to enrolling in each course. Employees in some positions may not be allowed to take courses during regular office hours. Office schedules cannot be altered to allow employees to attend classes, and class schedules cannot be changed to allow employees to attend classes.

#### **8.2(f) Employee Death or Total and Permanent Disability**

In the event of an employee's death or total and permanent disability, the University will extend tuition remission benefits based on the following criteria:

- The employee must have been employed full-time or part-time with benefits at Converse University for the last seven (7) consecutive years immediately prior to the time of death or total disability in order to qualify their dependents.
- The dependent(s) is only eligible for a traditional undergraduate degree at Converse University.
- The dependent/parent **must complete** the Free Application for Federal Student Aid (FAFSA) using Converse's school code (003431) by June 1st of each year for which the tuition remission is being requested.
- This benefit grants tuition only. Dependents must pay all other course fees and expenses including reservation fees, any room and board fees, books or other extra costs such as lab fees or directed independent study fees.
- The dependent(s) must meet eligibility requirements as established by the institution.
- The dependent(s) at the time of the death or total disability must have completed the 10th grade.
- This benefit has no cash value.
- The subsequent remarriage of a surviving spouse has no bearing on this benefit.
- This benefit does not extend beyond the dependent's age of 24 years.

#### **8.2 (g) Exclusions**

Directed Independent Study (DIS) courses, internships, all off-campus courses, courses delivered through Acadeum and/or any course requiring Converse to pay for the teaching of a tuition remission student are not available through the Tuition Remission Program.

Spouses and dependents are not eligible for tuition remission for professional development and/or non-degree seeking courses.

### **9. Admission**

### **9.1 Admission Timing.**

An employee, spouse and/or dependent must be admitted into a regular degree-seeking program prior to the start of the academic term for which tuition remission is requested and must remain a regular degree-seeking student during the award period.

### **9.2 Free Application for Federal Student Aid (FAFSA) Requirement**

All employees/spouses/dependents must complete the FAFSA each academic year for which the tuition remission benefit is requested. The FAFSA must be completed by June 1st of each year for the upcoming year. Employees/spouses/dependents who do not complete the FAFSA **will not** be eligible for tuition remission.

Applications can be completed at <https://studentaid.gov/> and must include Converse University (school code #003431) as a recipient of the information.

Graduate students **are not required** to complete the FAFSA to receive tuition remission benefits.

### **9.3 Funding Source(s)**

The source or sources used to fund tuition remission must be under the control of the University and judged by the University to be appropriate for tuition remission support. The University reserves the right to limit, decrease, or suspend tuition remission benefits at any time.

## **10. Payment of Tuition**

**10.1** Scholarship. The payment of tuition remission is considered scholarship that offsets all of the following costs charged to the student account during the contract period of the assistantship:

**10.1(a)** Total tuition based on the enrollment and limitations expressed above (number of credit hours waived) as per the Schedule of Tuition and Fees. Additional fees are the responsibility of the student.

**10.2** Employee Status. Receipt of this benefit does not affect or change the at will employment status of the employee.

## **11. Taxable Benefit**

**11.1** Graduate Level. According to IRS regulations, the value of the tuition remission benefit is taxable for employees, their spouses and dependents if the courses are at the graduate level. The value of the benefit will be reflected on the employee's W-2 form at the end of the year.

The employee may meet the conditions of a qualifying work-related education and therefore may be able to deduct the education costs. Additional information can be found at the IRS website: <https://www.irs.gov>

Employees should always consult with their personal tax consultant concerning taxable income and deductions.

## **12. Automatic Termination of Benefit**

**12.1** The University in any of the following circumstances will automatically terminate the tuition remission benefit:

The employee/spouse/dependent completes the degree program The employee/spouse/dependent voluntarily withdraws or is administratively withdrawn from the degree program The employee is terminated, resigns, or otherwise leaves the employment of the University prior to the start of the academic term for which the tuition remission is to be applied

## **13. Administrative Authority**

### **13.1 Basic Terms and General Management Procedures**



### **13.1(a) Basic Terms**

The Vice President for Finance and Business, the Vice President for Operations and Strategic Planning, the Associate Vice President for Student Financial Services, and the Director of Human Resources have the authority to establish and modify the basic terms for tuition remission benefits.

### **13.1(b) General Management Procedures**

The Vice President for Finance and Business and the Associate Vice President for Student Financial Services have the authority to develop and maintain general management procedures for tuition remission benefits.

The Associate Vice President for Student Financial Services has the authority to calculate the value of the tuition remission benefit for each academic term for which the employee/spouse/dependent qualifies.

### **13.1(c) Local Terms and Management Procedures**

An academic or administration unit of the University does not have the authority to develop local terms and management procedures for tuition remission.

## **14. Required Forms**

**14.1** Application. The Application for Dependent Tuition Remission for Traditional Undergraduates form must be completed annually by the employee and the most recent federal 1040 tax returns must be provided verifying that the student is claimed as a dependent by the Employee.

**14.2** Application for Employee/Spouse/Dependent Tuition Remission for Converse II and Graduate students form must be completed for **each term** for which the benefit is requested and the most recent federal 1040 tax returns must be provided verifying that the employee and spouse have filed “married filing jointly” or “married filing separately.”

## **III. Leave Guidelines**

### Leave Guidelines

#### Summary of Leave Benefits

Whether you are sick or planning a family vacation, Converse University offers generous leave benefits to help employees maintain a healthy balance between work and home life.

#### **Leave Benefits that may be available to you are:**

- A. Vacation Leave
- B. Personal Leave
- C. Family Medical Leave Act (FMLA)
- D. Birthday Leave
- E. Holidays and Holiday Pay
- F. Other Leave Types:
  - Leave of Absence Jury Duty or Court Appearance Leave Military Duty Leave Inclement Weather

#### **A. Vacation**

Vacation is accrued and available to full-time and part-time employees in positions scheduled to work at least 28 hours of the work week.

Faculty are not eligible to accrue vacation time. Leave accruals for full-time employees are accrued based on a 40-hour work week.

A full-time employee working at least 35 hours per week will accrue a minimum of 6.67 hours of vacation time.

Leave accruals for part-time employees and employees working less than 12 months per year are pro-rated.

Part-time employee’s leave accruals are based on the number of hours in the employee’s average work week. Leave is earned on a prorated basis and the accrual is based on the hire date.

Vacation leave accrues monthly. The balance may not exceed 240 hours (6 weeks) for full-time employees and is pro-rated for part-time employees and employees working less than 35 hours per week or 12 months per year.

**Summary FOR FULL-TIME EMPLOYEES SCHEDULED TO WORK 12 MONTHS PER YEAR**

Position	Length of Service	MONTHLY ACCRUALS	Amount of Annual Vacation
President		16.66 hours	200 hours- 5 weeks
Vice President/Dean		13.33	160 hours- 4 weeks
Director	0-5 Years	10 hours	120- 3 weeks
	5 or more years	13.33 hours	160 hours- 4 weeks
	0-5 years	6.67 hours	80 hours- 2 weeks
Administrative Staff	5-10 years	10 hours	120 hours- 3 weeks
	10 or more years	13.33 hours	160 hours- 4 weeks

Leave taken under this policy may qualify as Family and Medical Leave Act (FMLA) leave and, if so, will run concurrently for those employees eligible for paid leave.

Vacation is paid out at termination of employment up to 40 hours with the condition that a working notice must be fulfilled. The working notice is 2 weeks for Non-Exempt employees and 4 weeks for Exempt Employees.

**B. Personal Leave**

This is a combination of sick leave and emergency leave to provide time off for personal sickness, caring for a family member, doctor’s appointments, mental health & wellness, legal matters, child/school related meetings, in certain inclement weather circumstances beyond University closings, quarantine, bereavement, and other unplanned absences... **this is not to be treated as vacation leave.**

A full-time employee accrues 8.67 hours per month. Leave accruals for part-time employees and employees working less than 12 months per year are pro-rated. At no time may a full-time employee accumulate more than the maximum amount of 520 hours (13 weeks). This benefit is ineligible for payout at the separation of employment and does not count toward years of service for retirement purposes.

**C. Family and Medical leave (FMLA)**

Under the Family and Medical Leave Act (FMLA), employees may be eligible for a period of job protected unpaid leave for certain family and medical reasons, as described in the Administrative and Staff Handbook III-C. Employees who: (1) have worked 12 months of prior service at Converse; (2) have worked at Converse at least 1,250 hours during the 12 months immediately preceding the date on which FMLA would commence.

**D. Birthday Leave**

Full-time administrative and staff employees who are scheduled to work more than 35 hours per week, 12 months per year, are eligible for one (1) paid leave day in observance of their birthday each calendar year. See Administrative and Staff Handbook for the birthday leave policy under section III-A for more details.

**E. Holidays**

Employees of Converse University in FTE positions observe with pay the University holidays published

annually by the Office of Human Resources. Part-time employees, scheduled to work at least 28 hours per week, will receive the holiday that occurs on scheduled work days and the prorated pay is based on the average daily hours worked per week.

**F. Other leave types**

- Jury duty or court appearance leave (III-E of Administrative & Staff Handbook)
- Leave of Absence (III-F of Administrative & Staff Handbook ) During the course of employment, it may be necessary for an employee to request a leave of absence for a reason other than those addressed in other University policies. In this situation, the employee may request an unpaid Personal Leave of Absence.
- Military Duty leave (III-G of Administrative & Staff Handbook )
- Inclement Weather (III-M of Administrative & Staff Handbook )

**A. Vacation Leave**

1. The University provides vacation leave with pay for eligible employees. Vacation leave is determined by the employee’s length of service with the University and/or entry-level at the time of hiring. Vacation leave is earned for full-time employees as follows:

Vacation Accruals summary:

Position	Length of Service	Monthly Accruals		Amount of Annual Vacation					
		Fulltime-12 Months	Part-time 12 Months 28-34 hours per week	Fulltime 10/11 Months	Part-time 9 Months 28-34 hours per week	Fulltime-12 Months	Part-time 12 Months 28-34 hours per week	Fulltime 10/11 months	Part-time 9 Months 28-34 hours per week
Administrative Staff	0-5 years	6.67 hours	4.67 hours	4.67 hours	2.67 hours	80 hours-2 weeks	56 hours	56 hours	32 hours
	5-10 years	10 hours	7 hours	4.67 hours	2.67 hours	120 hours-3 weeks	84 hours	56 hours	32 hours
	10 or more years	13.33 hours	9.33 hours	4.67 hours	2.67 hours	160 hours-4 weeks	112 hours	56 hours	32 hours

Vacation accruals based on position:

Position	Length of Service	Amount of Vacation
Vice President/Dean	0-5 years	120 hours
	6 or more years	160 hours (max)
Director	0-5 years	80 hours
	6 or more years	160 hours (max)
Administrative Staff	6-10 years	120 hours
	11 or more years	160 hours (max)

2. Vacation leave is earned on a monthly basis for full-time employees. Other classes of employees may earn vacation leave on a pro-rata basis. Vacation leave may only be taken after it is earned. Vacation is not accrued during periods of extended unpaid leave greater than one month (paid or unpaid family medical leave or military leave).
3. Effective July 1, 2022, fulltime employees of Converse University have a maximum accrual of 240 hours. Part-time employees and employees working less then less than 12 months the maximum accrual is pro-rated

4. When voluntarily terminating employment, accrued, unused vacation may be paid out up to a maximum of 40 hours, subject to abiding by providing the required amount of working notice as described in the Resignation/ Retirement Notice policy (V-R); or in the event of unexpected life circumstance such as death.
5. When employment is involuntarily terminated for cause, the employee is ineligible to be paid any unused, accrued vacation.
6. Vacation leave is customarily used for vacation, but it may also be used for:
  - religious observance,
  - adverse weather,
  - family leave,
  - medical or dental appointments and sick leave - when all earned Personal is exhausted.
7. Vacation leave normally requires a reasonable advance request to the supervisor who approves or denies the request based on department operating needs and other requests from employees within the department.

## B. Personal Leave

### **Purpose:**

Whether you are sick or planning a family vacation, Converse University offers generous leave benefits to help our employees maintain a healthy balance between work and home life. The University provides Fulltime Employees personal leave, to provide time off for personal sickness, caring for a family member, mental Health & Wellness, in certain inclement weather circumstances beyond university closings, quarantine, bereavement and other unplanned absences.

### **Policy:**

To provide more flexibility with personal leave practices and to encourage employees to take time of this leave is provided to all fulltime and part-time employees.

### **Eligibility**

Full-time administrative and staff employees who are scheduled to work more than 35 hours per week, 12 months per year, are eligible for up to 104 hours of paid personal leave each year.

1. Paid leave is earned on a pro-rata basis for newly hired employees.
2. Personal leave accrues from year to year and may be carried over not to exceed 520 hours (13 weeks)
3. Personal leave should be used for absences such as sick time, funeral leave, doctor's appointments, child/school-related meetings and other emergencies. **This is not to be treated as vacation leave.**
4. Notice for the use of emergencies, your supervisor should at least be given at least 24 hours in advance except in the case of unforeseen circumstances when the notice should be given as soon as possible.
5. This benefit is ineligible for payout at the separation of employment and does not count toward years of service for purposes of retirement. Please note all absences are subject to the Absence Reporting and CallIn Requirements guidelines. Absences due to illness of three consecutive days or more will require medical
6. When personal leave is used as Sick leave, it may be used for:
  - A. general illness or injury of an employee or an employee's Family Member. **"Family Member" is defined as the employee's spouse, son, daughter, or parent (not a parent-in-law). Son or daughter means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability. A parent is defined as a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when he or she was a minor;**
  - B. care for a spouse, son, daughter, or parent who has a serious health condition, including incapacity due to pregnancy and for prenatal medical care;
  - C. a serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care; or
  - D. medical or dental appointments;

- E. the birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care, and to bond with the newborn or newly-placed child;
- F. an employee's disability not covered under workers' compensation; and/or self-quarantine/selfisolation when remote alternative options are not available.

**Please note: If personal leave is used for approved FMLA, it must be taken concurrently**

## C. Family Medical Leave Act

Under the Family and Medical Leave Act (FMLA), employees may be eligible for a period of jobprotected unpaid leave for certain family and medical reasons, as described below. This Family Medical Leave Act Policy ("Policy") provides an overview of employees' rights and responsibilities under the FMLA as well as the University's own policies regarding the FMLA. The University has posted notices of the FMLA in University facilities and intranet. The information in those posters is incorporated into this policy by reference.

### General Eligibility

Employees who: (1) have worked 12 months of prior service at Converse; (2) have worked at Converse at least 1,250 hours during the 12 months immediately preceding the date on which FMLA would commence, and (3) work at a location where at least 50 employees of Converse are employed (or where at least 50 employees are employed within a 75-mile radius) are eligible for unpaid FMLA. Eligibility will be determined as of the date the FMLA leave commences. When a request for FMLA leave is made, the University will advise the employee of the employee's eligibility and the employee's rights and responsibilities.

### Circumstances of Family and Medical Leave

**Parental Leave** - Leave needed by the employee in connection with the birth of the employee's child and to bond with the child; or for placement through adoption or foster care and to bond with the newly-placed child. Parental leave must be concluded no later than 12 months after the birth or placement of the child with the employee.

**Serious Family Illness Leave** - Leave needed by the employee in order to care for a spouse, child (under 18 years old, or 18 and over and incapable of self-care because of a disability), or parent who has a serious health condition (as defined below and/or by law).

**Serious Personal Illness Leave** - Leave needed by the employee because of a serious health condition which renders the employee unable to perform the essential functions of his/her job.

**Qualifying Military Exigency Leave** - Leave needed by the employee because of a qualifying military exigency related to active duty or a call to active duty status of the employee's spouse, child or parent who is or will be deployed to a foreign country.

**Service Member Family Leave** - Leave needed by the employee to care for a spouse, child, parent, or next-of-kin (nearest blood relative of the service member) who is a member or veteran of the Armed Forces (including a member of the National Guard or Reserves and those on the temporary disability or retired list) who has a serious injury or illness or who has a pre-existing condition that was aggravated by service where the conditions was incurred in the line of duty while on active duty for which he or she is: (1) undergoing medical treatment, recuperation, or therapy; (2) otherwise in outpatient status; or (3) otherwise on the temporary disability retired list. If the spouse, child, parent, or next-of-kin (nearest blood relative of the service member) is a veteran who meets the prior requirements, then leave is allowed if such family member was a member of the Armed Forces (including a member of the National Guard or Reserves) any time during the five-year period preceding the date on which the veteran undergoes such medical treatment, recuperation, or therapy.

## Definitions

**Serious health condition:** A serious health condition is an illness, injury, impairment, or physical or mental condition which involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition which either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of serious health conditions.

An employee's on-the-job injury may also qualify as a serious health condition. In this instance, the University will designate the leave of absence due to an on-the-job injury as FMLA. The leave of absence will begin to run from the beginning of the absence caused by the on-the-job injury and will run simultaneously with any worker's compensation benefits that also may be provided to the employee.

Employees may also qualify for paid leave benefits while on FMLA. Although an employee may receive paid leave benefits, the leave is still considered and counted as FMLA.

**Qualifying Exigencies:** Qualifying exigencies for FMLA may include: (1) short-notice deployment; (2) military events and related activities; (3) non-routine childcare and school activities; (4) care of the covered service member's parent if the parent is incapable of self-care; (5) non-routine financial and legal arrangements; (6) related counseling; (7) rest and recuperation; (8) post-deployment activities; and (9) additional qualifying activities.

**Covered Service Member:** A covered Service Member is a current member 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 on active duty which may render the service member medically unfit to perform his duties for which he is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the military's temporary disability retired list.

## Duration of Leave

**In General** - Except in cases of Service Member Family Leave, eligible employees are entitled to a total of 12 weeks of FMLA during any "rolling backward" 12-month period (measured backward from the date the FMLA sought by the employee would begin).

**Service Member Family Leave** - Eligible employees are entitled to a total of 26 weeks of leave in a single 12-month period. This 12-month period begins on the first day an eligible employee takes FMLA to care for a covered service member and ends 12 months after that date. No more than a total of 26 weeks of all FMLA types of leave may be taken in a single 12-month period by any employee. Service Member Family Leave applies on a per-covered service member, per-injury basis, so that an employee may be eligible to take more than one 26-week period of Service Member Family Leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

**Married Employee Couples** - In cases where both husband and wife work for the University, they will be eligible for a combined total of 12 weeks of FMLA for the birth or placement of a child or to care for a parent with a serious health condition (not parent-in-law). Similarly, if both husband and wife work for the University, they will be eligible for a combined total of 26 weeks of leave for Service member Family Leave or for Service member Family Leave combined with any other type of FMLA.

**Intermittent Leave or Reduced Work Schedule Leave** - Qualifying Military Exigency Leave may be taken intermittently, in separate blocks of time (no less than one hour), or on the basis of a reduced leave schedule under which an employee's usual working hours each day or each week are reduced. When medically necessary, other types of FMLA may also be taken intermittently, in separate blocks of

time (no less than one hour), or on the basis of a reduced leave schedule under which an employee's usual working hours each day or each week are reduced. The University does not grant intermittent leave or a reduced leave schedule as FMLA leave for the birth or placement of a child.

In some instances, the University may require employees taking foreseeable intermittent or reduced schedule leaves to transfer temporarily to an alternative position for which the employee is qualified and which better accommodates the employee's leave schedule. Pay and shifts would not be affected by a change to an alternate position. Time worked in the alternate position would not count towards the employee's FMLA leave entitlement.

## Requests for Approval of Leave

**Notice and Scheduling of Leave** - Employees must provide the Human Resources Department with at least thirty (30) days' notice whenever the need for the leave is foreseeable (such as when the leave is for an expected birth or placement for adoption or for planned medical treatment). For planned medical treatment, employees must consult with the Department manager and make reasonable efforts to schedule the treatment so as to minimize the impact of the employee's absence on the operations of the University and fellow employees. In cases where the need for leave cannot be anticipated thirty (30) days in advance, the employee must give notice of the need for leave as soon as practicable. Failure to give proper notice of the need for FMLA may result in the delay of the commencement of leave, and may result in the absences counting against the employee for attendance and/or disciplinary action purposes, up to and including termination from employment.

Employees are also expected to comply with the University's or his/her department's normal call-in procedures when reporting absences, including, but not limited to, absences that are covered by the FMLA. Failure to adhere to normal call-in procedures can result in discipline, as with any other type of leave.

Employees also must inform the University if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees are also required to contact their managers every 30 days during an approved FMLA leave.

**Documentation** - The University requires that employees provide documentation to support the need for FMLA leave. Employees may request these documents from the Human Resources Department. FMLA for a serious health condition will require the employee to submit a completed health care provider certification within 15 calendar days. For Service Member Family Leave requests, invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued by the Department of Defense are acceptable.

Failure to provide the required medical certifications may result in denial of FMLA or other leave, automatic redesignation of the leave as other than FMLA, or treatment of the absence in accordance with the attendance/disciplinary policy up to and including termination from employment. Absences counted against the employee for a late certification will not be reversed absent exceptional circumstances. If an employee never returns the completed form, the FMLA will be denied, and the absences will be unprotected. If the certification form is incomplete or insufficient, an employee will be given written notification of the information needed and will be given a period of seven (7) days to provide the necessary information.

In the case of Qualifying Military Exigency Leave, a copy of the family member's active duty orders and documentation of the qualifying exigency will be required.

**Eligibility Notice** - The University will generally notify employees of their eligibility to take FMLA Leave. If employees are not eligible, they will be told why.

**Designation Notice** - Once the University determines whether an employee's leave qualifies as FMLA, the University will notify the employee of the determination with a Designation Notice.

**Recertification** – The University may request medical recertification of the condition in accordance with the FMLA statute or regulations. The University may also provide the employee’s health care provider with information about the employee’s attendance and ask the provider to evaluate whether that attendance pattern is consistent with the need to be absent for the condition in question.

**Second and Third Opinions** – The University may also require the employee to obtain a second opinion and third opinion as to the medical condition. The University will let the employee know if such is required and will provide a reasonable amount of time for that opinion to be obtained.

### Benefit of Participation on While on Leave

An employee on approved Family and Medical Leave may continue group health insurance coverage during the leave by paying the employee’s normal share of the cost of such coverage during the leave on or before the date when payroll deductions for such costs would normally be made. If the payment is not received on the due date or thereafter, the University will provide the employee written notice of non-payment and provide 15 days to make the payment. If the payment is not made within the 15-day window, and at least 30 days have passed from the due date, then coverage under the benefit plan will lapse retroactively to the original due date.

### Use of Available Paid Time Off

Employees must concurrently exhaust any available paid time off (such as vacation, sick pay, or personal time off), short-term disability benefits, workers’ compensation benefits, Converse Leave, or any other form of applicable paid leave during FMLA leave. All substituted paid leave that is being concurrently exhausted will be counted against an eligible employee’s FMLA leave entitlement.

### Crediting of Benefits While on Leave

Benefits such as sick pay and vacation do not accrue for employees who are out on unpaid leave. Similarly, employees do not receive holiday pay for holidays that occur while the employee is on unpaid leave, and holiday time is counted toward the FMLA leave time.

### Reinstatement Following Leave

**Request for Reinstatement** - FMLA leave must be used for its intended purpose. If Converse determines that the employee provided false information in order to obtain the leave or is using leave when such leave is not or is no longer medically necessary or otherwise unnecessary, the employee may be subject to discipline, up to and including termination. If the qualifying reason for taking leave ends, then the employee must immediately contact the University and make arrangements to return to work. An employee returning from FMLA for his/her own serious health condition should notify his/her supervisor of availability immediately upon being released to return to work by the employee’s health care provider. Employees returning from FMLA leave must be able to assume all of the essential functions of their jobs upon return. The University will provide time for the employee to learn of any changes or new technology implementations. Unless required otherwise by law, an employee granted a leave of absence under these provisions who fails to return to work upon expiration of the leave will no longer have protected absences. Further absences would count against the attendance policy. As a condition of restoring an employee whose leave is based on the employee’s own serious health condition, the employee must provide the University with certification from the employee’s health care provider confirming the employee’s fitness to return to his/her normal duties or the health care provider must identify any specific limitations placed on the employee related to the performance of his/her job duties. Failure to provide a requested fitness-for-duty certification may result in denial of reinstatement until this certification is provided. An employee desiring to return from FMLA leave prior to the date the leave was due to expire must also give written notice to his/her supervisor of the desire to return to work at least two (2) working days prior to the desired return date.

**Reinstatement** - An employee returning from FMLA will normally be reinstated to the position held by the employee at the time the leave commenced or to an equivalent position; however, an employee



returning from FMLA leave will have no greater right to employment or reinstatement to a specific position than an employee who had been continuously employed. For example, if the employee's position is eliminated because of a reduction in force, then no reinstatement right exists.

## D. Birthday Leave

Full-time administrative and staff employees who are scheduled to work more than 35 hours per week, 12 months per year, are eligible for birthday leave each calendar year. In accordance with the University's other leave guidelines, all leave time must have prior approval by the supervisor.

Birthday leave is added to eligible employees' accruals leave during the first payroll cycle of the calendar year. Birthday leave is encouraged to be used during the month of their actual birthday or in the months following the birthday but before December 31st. Employees with a birthday in December may contact the Payroll Manager to request a Birthday leave rollover that can be used by March 31st of the following calendar year.

## E. Holidays and Holiday Pay

1. The University recognizes a number of paid holidays each calendar year. These are specified annually in communications from the Human Resources Office and posted on the HR website. Holidays falling on Saturday are usually observed on the preceding Friday. Holidays falling on Sunday are usually observed on the following Monday.
2. An employee must have completed 30 days of employment prior to the holiday in order to be eligible for any holiday pay.
3. Eligible non-exempt and exempt employees earn holiday pay as follows:
  - If an exempt employee is required to work on a holiday, the employee may be given compensatory time at a different time at manager's discretion. The holiday compensatory time is to be taken within 90 days of the holiday.
  - If a non-exempt employee is required to work on the holiday they will receive additional compensation equal to the hours worked on the holiday unless the employee's schedule for the workweek (Sunday through Saturday) is 40 hours or less.
  - For employees working the standard schedule, if the employee takes the actual holiday, they will receive only 8.5 hours of pay for the actual holiday that falls on a Monday through Thursday or 6 hours for Friday.
4. Holidays are excluded from overtime calculations.
5. If a holiday (or holidays when employees have more than one day off, such as Thanksgiving, Christmas, and New Years) falls during the time when an employee is on a leave of absence, he/she is not paid for the holiday(s) in excess of whatever pay the employee may be receiving during the leave of absence, nor does the holiday extend the leave of absence. An employee is not eligible for holiday pay if on a leave of absence, either paid or unpaid.
6. Eligible non-exempt part-time Employees and employees working 9,10 or 11 months are entitled to holiday pay based on daily average hours worked per week, rounded to the nearest quarter hour.

## F. Other Leave - Leave of Absence (Leave without Pay)

During the course of employment, it may be necessary for an employee to request a leave of absence for a reason other than those addressed in other University policies. In such a situation, the employee may request an unpaid Personal Leave of Absence, the maximum length of which will generally not exceed thirty (30) consecutive calendar days. Reasons for a Personal Leave of Absence vary; however, Personal Leaves of Absence are not available (1) for the employee's own serious health condition and/or disability, or (2) as an extension of leave after the employee has exhausted FMLA leave for any reason.

1. Eligibility: An employee must have completed at least one year of continuous service. This one year requirement may be waived in extraordinary circumstances at the sole discretion of the Vice President for Operations and Strategic Planning/President.
2. How to request a Leave of Absence: Employees must concurrently exhaust any available paid time off (such as vacation, personal leave time), or any other form of applicable paid leave before a Personal Leave of Absence can be requested. The employee initiates a Leave of absence by written

request to his/her immediate supervisor. A Leave Request form is available through the Human Resources Office and can be found at [Human Resources webpage](#) on my.converse . Authorization requires the approval of the Department Head, the University Officer supervising the department, and Vice President for Operations and Strategic Planning/President. Once approved, the form is returned to the Human Resources Office.

3. Approval Process: Requests for Leave of Absence are granted solely at the discretion of Converse. Factors the University may consider in determining whether to grant a Personal Leave include, but are not limited to: (a) the urgency of circumstances requiring the employee's continuous absence; (b) whether the employee's absence will unreasonably burden University operations or other employee workloads; and (c) the employee's length of service and job performance.
4. Benefits during Leave of Absence: Insurance coverages already in effect may be continued in accordance with the terms of the official plan documents, subject to the employee's timely payment of applicable premiums. The University will make no contribution to the retirement fund on the employee's behalf during Personal Leave.
5. Job Protection and Reinstatement: Leave of absence is not job-protected, and the employee's position may be filled during the Personal Leave. Employees on Personal Leave may apply for vacant positions within Converse. If a person with a disability can no longer perform the essential functions of his or her position and all leave is exhausted, including ADA leave, the employee may be placed on Personal Leave while a vacant position search is conducted. Converse will attempt to reinstate an employee returning from Personal Leave to the position held by the employee at the time the leave commenced or to an equivalent position. However, reinstatement from a Personal Leave is not guaranteed because operational conditions may make reinstatement unreasonable.

## G. Jury Duty or Court Appearance Leave

Full-time and part-time employees who are subpoenaed to serve on jury duty or to testify at the order of a court will be allowed to fulfill this duty. Employees appearing in court on their own behalf, as plaintiffs or as defendants, must use available personal leave.

Employees are required to report to work on any full day or partial day during which they are released from jury duty or court appearances unless the time is reported and used as vacation leave time. Net compensation will not be decreased for the time away from work as a requirement of the court. Proof of required attendance from the Clerk of the Court must be requested. The University reserves the right to modify this policy on a case-by-case basis with respect to compensating employees on leave in the event that an employee is required to be absent from work for a period of time greater than one week.

Hours spent on jury duty or court appearances are not considered "hours worked"; therefore, the hours are not considered in the calculation of overtime pay.

As paid hours, hours spent on jury duty or court appearances are considered for benefit time accumulation and holiday eligibility. If benefits are to become effective on the date of the jury duty or court appearances, there will be no delay in the effective date of these benefits.

Employees are responsible for notifying their supervisor of the impending jury duty or court appearance immediately upon receipt of notice to serve. A copy of the summons for this service must be shown to the supervisor and then be filed with the Human Resources Office.

Procedure:

Jury duty is approved by the employee's supervisor by submitting copy of the court summons to HR. Employees request Jury duty in isolated to cover the hours that they are required to be away from work.

## H. Military Duty Leave

Employees who are military members are eligible for unpaid leaves of absence on those days when they are required to be away from any regularly assigned duty at the University to fulfill required military service. An individual who expects to be absent for military service is to submit to his/her immediate supervisor a copy of his/her orders as soon as possible before the scheduled absence.

The University complies with all applicable State and Federal Laws with respect to military leaves of absence and rights of re-hire upon conclusion of military service.

## I. Inclement Weather

1. When Converse University is closed due to inclement weather, the primary communication methods include campus email, the [www.converse.edu](http://www.converse.edu) homepage, the Rave Mobile Safety Notification System (sign up at [www.converse.edu/alerts](http://www.converse.edu/alerts)), and local TV stations WSPA Channel 7, WYFF Channel 4, and FOX Carolina Channel 21. A recording with information will also be available on the Converse Weather Line at 864-583-4448.
2. If the University is officially closed during severe weather or other emergencies, members of the administrative staff and support staff will not be expected to travel to the campus. Employees scheduled to work during the closure are not required to use accrued leave time for their absence. Hourly employees should request leave for inclement weather, for the daily average of hours worked per week, rounded to the nearest quarter. If it is necessary for the University to be closed for more than two business days during a fiscal year, a designated time to make up missed work may be specified by the appropriate Dean/Vice President. Employees who do not work this designated time must use vacation or personal leave for their absences.
3. In the event that the University is not closed but an employee is unable to come to work, the employee should notify his/her immediate supervisor. Personal leave time (or vacation leave, in the event that the employee does not have any accrued personal leave) may be used for time off.
4. Employees considered critical to the operation of the University are expected to report to work in severe weather. Campus Safety Officers are classified as critical to the operation of the University. If other position classifications are designated as critical, employees will be informed by their supervisor.

## IV. Performance Guidelines

### A. Conflicts of Interest

The following sets forth the official policy of Converse University (“the University”) with respect to conflicts of interest. All Employees—administrators, faculty members, and all other employees (referred to collectively as “Employees”)—and members of the Converse Board of Trustees (“Trustees”) are expected to adhere to both the letter and the spirit of this policy. This policy is subject to modification from time to time as the University determines appropriate in its sole discretion.

#### Defining Conflict of Interest

A potential conflict of interest occurs when an Employee’s or Trustee’s personal or private interests might lead an independent observer reasonably to question whether the Employee’s or Trustee’s professional actions or decisions are influenced by considerations of significant personal interest, financial or otherwise.

Generally, a conflict of interest occurs when an Employee or Trustee (1) has an existing or potential financial or other interest that impairs or might appear to impair the Employee’s or Trustee’s independent judgment in the discharge of responsibilities to the University, or (2) may receive a material benefit, financial or otherwise, from knowledge or information confidential to the University.

An Employee or Trustee shall be considered as having a personal interest in any transaction in which he/she has any material connection or substantial financial interest. Specifically, a material connection includes the involvement of any Family Member or any household member of a Family Member. For the purpose of this policy, “Family Member” shall be defined as any individual related to the Employee or Trustee through blood or marriage (e.g., spouse, son, daughter, niece, nephew, cousin, grandchild, father, mother, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandfather, grandmother). By extension, close, personal friends also provide the potential of a similar conflict of interest. An Employee or Trustee shall further be considered as having a personal interest if there will

be a benefit to any business enterprise in which the Employee or Trustee has a substantial interest, to any business enterprise in which any Family Member has a substantial interest, or to any business enterprise in which he/she or a Family Member serves as a director, trustee, or officer.

Employees and Trustees should conduct their affairs to avoid or minimize conflicts of interest and respond appropriately when a conflict of interest arises. Any Employee who has a question about whether a situation will give rise to a conflict of interest is urged to promptly discuss the matter with the President of the University, the Vice President of Finance and Business, or both. Any Trustee who has a question as to whether a situation will give rise to a conflict of interest is urged to discuss the matter promptly with the Chair of the Board of Trustees or, if the situation relates to the Chair, with the Vice-Chair of the Board of Trustees.

### Required Disclosures

Prior to consummating a transaction or acting upon a matter involving the possible existence of a conflict of interest, the Employee or Trustee involved shall make a full disclosure of all relevant Reviewed/Revised July 2021 facts. In the case of the President of the University or a Trustee other than the Chair, such disclosure will be made to the Chair of the Board of Trustees. Conflicts of interest involving the Chair of the Board of Trustees must be disclosed to the Vice-Chair of the Board of Trustees. Conflicts of interest involving all Employees other than the President must be disclosed to the President, the Vice President of Finance and Business or both. The person to whom the Employee or Trustee reports the potential conflict of interest will determine whether a conflict of interest exists and determine what conditions or restrictions, if any, should be imposed to reduce or eliminate such conflict of interest.

Employees with executive or administrative responsibilities and the Trustees will be asked to report affiliations, positions, and material financial interests held by members of their immediate families annually.

### Restraint on Participation

Trustees or officers who have declared or been found to have a conflict of interest shall refrain from participating in consideration of proposed transactions unless the Board of Trustees or the administration requests information or interpretation for special reasons. Any Trustee with a conflict of interest shall not vote, attempt to influence any vote, participate in discussions, or be present at the time of any vote concerning the transaction or matter for which the conflict of interest is applicable.

### Enforcement of this Policy

A violation of any provision of this policy may subject an Employee to disciplinary action, up to and including termination of employment.

As with all policies, there may be exceptions; however, they should be recognized and treated as exceptions, and any variations from this policy shall require the express written approval of the University.

## B. Consensual Relationships

The preservation of an atmosphere of trust, academic freedom, and respect for all members of Converse University is an essential expectation for the welfare of faculty, staff, and students. Accordingly, Converse faculty, administrators, and staff members may not engage in romantic or sexual relations with students. In like manner, employees may not engage in romantic or sexual relations with employees whom they supervise. When romantic or sexual relationships exist between students, faculty, supervisors, or employees, the opportunity for harassment or misconduct and the appearance of impropriety makes such relationships unwise, unethical, and inappropriate. In those cases where there are inappropriate relationships, as described above, the University will hold employees responsible for all actions related to sexual harassment or misconduct that may result.

All faculty and staff at Converse should understand that romantic or sexual relations with students or employees in violation of this policy may lead to disciplinary action by the University, up to and including termination.

## C. Discipline and Discharge

**1. THE CONTENTS OF THIS HANDBOOK ARE INTENDED AS GUIDELINES AND DO NOT CONSTITUTE TERMS AND/OR CONDITIONS OF AN EMPLOYMENT CONTRACT, EITHER EXPRESS OR IMPLIED. ALL EMPLOYEES OF CONVERSE UNIVERSITY ARE EMPLOYEES-AT-WILL WHO MAY LEAVE AT ANY TIME FOR ANY REASON AND WHO MAY BE TERMINATED AT ANY TIME FOR ANY OR NO REASON.**

### 2. 90-day Introductory Period:

All new employees are employed by the University on an introductory basis for 90 days. During and after this 90-day introductory period, the employment remains at the will of both parties. That is, either the employee or the University may terminate the employment at any time, with or without cause. However, an employee who has completed the introductory period and who objects to any disciplinary action is entitled to appeal pursuant to Grievance Procedure V-I.

3. It is not possible to list every conceivable action, event, or set of circumstances for which an employee may be disciplined or discharged, particularly in an academic community such as Converse University. Although this is not an exclusive definition, as an employee may be terminated for any or no reason at all, actions, events, or sets of circumstances that could lead to an employee's discipline, termination, or both include the following:

- unsatisfactory performance of duties;
- unprofessional conduct;
- insubordination;
- suspicion (based on a reasonable investigation), arrest, indictment, or conviction of a crime, particularly a crime involving moral turpitude; and/or
- reduced funding, reorganization, or reduction in force.

Discipline or discharge may also result from violations of common-sense standards of performance or rules governing conduct and performance. Some examples of such standards or rules include:

- carrying weapons of any kind (except for authorized use by Campus Safety Officers) and/or using fireworks on campus;
- violation of the University's service expectations;
- being at work under the influence of any intoxicant, drug, or chemical that interferes with the employee's work performance or that might adversely affect safety, or testing positive for such intoxicants, drugs, or chemicals;
- disorderly conduct;
- taking University property without permission, embezzlement, improper/unethical use of funds;
- damaging property belonging to or entrusted to the University;
- violation of the University's Electronic Communications guidelines;
- violation of federal or state laws governing employment, including, but not limited to, laws prohibiting discrimination and laws affecting safety;
- violation of the University's Harassment policy;
- violation of the University's Solicitation and Distribution guidelines;
- excessive or unauthorized absenteeism or tardiness;
- using excessive or abusive, profane, obscene, or derogatory language;
- misusing the University's work-time, funds, equipment, or property;
- failure to repay money owed to the University; and/or
- refusing or failing to perform reasonable work assigned by a supervisor, including reasonable overtime work.

***\*This list of standards and rules is not intended to be all-inclusive.***

#### 4. Authorized types of disciplinary action are:

- oral warning (and documentation),
- written warning,
- disciplinary suspension without pay,
- administrative leave, and
- discharge

Administrative Leave - An employee's duties and responsibilities may be suspended with or without pay. At the employer's discretion, designated on or off-campus duties may be defined and assigned while on administrative leave. The University will determine the length of administrative leave.

If an employee has been found to have violated any of the guidelines listed herein, the employee may be suspended without pay, in whole-day increments for a length of time to be determined by the University.

The decision about whether to take disciplinary action and what type of disciplinary action is appropriate rests solely and exclusively with the University in each instance. Any level of discipline may be skipped if deemed appropriate by the University.

5. Converse reserves the right to immediately suspend and remove an employee from his or her job, pending a final decision as to discipline, at any time the administration deems such action necessary. Situations that may lead to immediate suspension and removal of an employee include, but are not limited to, situations in which the Administration deems such action necessary to protect the safety of persons, property, or both.

## D. Harassment- Title VII & Title IX

Harassment disrupts the environment the University seeks to maintain. The University is committed to maintaining a working and learning environment that is free from harassment. The University does not approve of harassment of any type within the workplace and will not tolerate the harassment of its employees or students by anyone, including faculty, staff, managers, administrators, customers, vendors, or students. Harassment consists of unwelcome conduct that is based upon an individual's protected status such as race, color, religion, genetic information, sex, pregnancy, national origin, citizenship, disability, veteran status, age, sexual orientation, or any other characteristic protected by law. While all forms of unlawful harassment are prohibited, sexual harassment deserves special mention.

### Definition of Sexual Harassment

The Equal Employment Opportunity Commission (EEOC) has issued guidelines regarding sexual harassment in the workplace. Under these guidelines, sexual harassment will be treated as unlawful sex discrimination in violation of Title VII of the Civil Rights Act of 1964, as amended.

"Sexual Harassment" is defined by the EEOC guidelines as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment includes threats or insinuations, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other conditions of employment.

Sexually harassing conduct at the University, whether committed by faculty, staff, managers, administrators, co-employees, customers, vendors, or students, is prohibited. Such conduct may include, but is not limited to, unwanted sexual flirtations, advances, or propositions; verbal abuse of a

sexual nature; unwanted graphic verbal comments about an individual's body; the display in the workplace of inappropriate and sexually suggestive objects, pictures, writing, language or drawings; or unwelcome touching or physical contact. Such conduct, whether committed by persons of the same or opposite sex, is prohibited whether or not it rises to a level that might legally constitute unlawful harassment.

#### Definition of Non-Sexual Harassment:

Harassment for purposes of this policy is verbal or physical conduct that is derogatory or that shows hostility toward an individual because of his or her race, color, religion, genetic information, sex, pregnancy, national origin, citizenship, disability, veteran status, age, sexual orientation, or any other characteristic protected by law, and that creates an intimidating, hostile, or offensive working environment. Harassment may include but is not limited to epithets, abusive language, slurs, jokes, or other verbal or physical conduct relating to an individual's race, color, religion, genetic information, sex, pregnancy, national origin, citizenship, disability, veteran status, age, sexual orientation or any other characteristic protected by law.

#### Commitment to Academic Freedom:

As an academic institution, teaching, doing research, and learning are subject to the protection of "academic freedom." Actions or words used in the context of the academic curriculum and teaching environments that serve legitimate and reasonable educational purposes will not be evaluated as sexual harassment or other unlawful discrimination because of the principles underlying academic freedom.

#### Responsibility and Complaint Procedure:

Each department head, manager, and supervisor should maintain his or her workplace free from harassment, sexual harassment, and intimidation. In addition, department heads, managers, and supervisors should discuss this policy with their department members and employees and assure them that they are not required to endure insulting, degrading, or exploitative sexual treatment or unlawful harassment of any type. Department heads, managers, and supervisors must immediately report to their Vice President and the Director of Human Resources any complaints received from employees or students concerning harassment, including, but not limited to, sexual harassment. Department heads, managers, and supervisors must also report to their Vice President or the Director of Human Resources any other potentially harassing conduct or incidents of which they might see, hear, or otherwise become aware.

Any employee or student affected by any type of visual, verbal, or physical harassing conduct, whether from faculty, staff, managers, administrators, customers, vendors, or students, should report the matter to his or her supervisor, a Dean, or the Director of Human Resources. It is your responsibility as an employee or student without fear of reprisal to bring any form of harassment, including, but not limited to, sexual harassment, to the attention of the administration or management. An investigation of the complaint will be handled with confidentiality to the fullest extent possible. Any employee who subjects another to harassment or other inappropriate conduct will be subject to disciplinary action up to and including termination. Any student who subjects another to harassment or other inappropriate conduct will be subject to disciplinary action, including the possibility of suspension or expulsion from the University. It is the responsibility of the University to make the preponderance of evidence determination of whether harassment actually has occurred and determine what, if any, disciplinary or corrective action will be taken.

If it is determined that an individual willfully made a false accusation of harassment, he or she may be subject to appropriate disciplinary action consistent with current University policies and procedures, up to and including termination of employment, or in the case of a false accusation by a student, suspension or expulsion.

#### Prohibition Against Retaliation:

The University also prohibits retaliation against the person(s) who, in good faith, bring a complaint of harassment to the administration's or management's attention. If you believe you have been retaliated

against for reporting discrimination or harassment, or for making such a complaint, or for participating in an investigation related to discrimination or harassment, you should immediately report the alleged retaliatory action to the Director of Human Resources or your Vice President.

## Converse University Sex & Gender Discrimination and Harassment Policy AND Title IX Sexual Harassment Grievance Procedures

*Note: The full policy can be found ([https://my.converse.edu/ICS/Offices/Human\\_Resources/Title\\_IX.jnz](https://my.converse.edu/ICS/Offices/Human_Resources/Title_IX.jnz)). This excerpt serves to provide basic information to students, faculty, and staff. The full policy should be referenced for further information.*

**Important information for individuals who may be victims of sexual assault, dating violence, domestic violence, or stalking:** If you or someone you know may have been a victim of sexual assault or any other type of sexual misconduct, you are encouraged to seek immediate assistance. Assistance can be obtained 24 hours a day, seven days a week from the Residence Director on call at 864.621.7114 or Campus Safety at 864.596.9026.

For additional information for students about seeking medical assistance and emotional support, as well as important resource information, contact a member of the Wellness Center staff at 864.596.9258 or [wellnesscenter@converse.edu](mailto:wellnesscenter@converse.edu).

During business hours (8:30 am to 5:00 pm, Monday through Friday), you are also strongly encouraged to contact one of the following individuals:

Title IX Coordinator:	Danielle Stone, MUEd Assistant Dean of Diversity and Inclusion/Title IX Coordinator 864.596.9616 <a href="mailto:Danielle.stone@converse.edu">Danielle.stone@converse.edu</a> Location: Montgomery 202H
Title IX Deputy Coordinators:	Jodi Strehl, MSW Senior Associate Athletic Director/ Senior Woman Administrator 864.596.9671 <a href="mailto:jodi.strehl@converse.edu">jodi.strehl@converse.edu</a> Location: Marsha H. Gibbs Field House, 216
	Tori McLean Good, EdD Director of Career Development and Employer Relations 864.596.9647 <a href="mailto:tori.good@converse.edu">tori.good@converse.edu</a> Location: Montgomery 206 B
	Claire Gregg, PhD Director of Human Resources 864.596.9029 <a href="mailto:claire.gregg@converse.edu">claire.gregg@converse.edu</a> Location: Carnegie 204

Duties and responsibilities of the Coordinators are to monitor and oversee implementation of Title IX compliance at the University, including coordination of training, education, communication, and administration of procedures for faculty, staff, students, and other members of the University community, such as contract employees, Board members, and auxiliary staff. Complaints regarding discrimination or harassment on the basis of sex or gender, against Converse students, employees, or third-party contractors should be directed to the Title IX Coordinator or Deputy Coordinators listed above.

### Statement of Purpose and Values

Converse University (“Converse”), in compliance with and as required by Title IX of the Education Amendments Act of 1972 and its implementing regulations (“Title IX”) and other civil rights laws, as well as in furtherance of its own values as a higher education institution, does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, pregnancy, disability, age, religion, veteran status, or any other characteristic or status protected by applicable local, state, or federal law in admission, treatment, or access to, or employment in, its programs and activities.



Discrimination and harassment are antithetical to the values and standards of the Converse community; are incompatible with the safe, healthy environment that the Converse community expects and deserves; and will not be tolerated. Converse is committed to providing programs, activities, and an education and work environment free from discrimination and harassment and to fostering a community that provides prompt reporting and fair and timely resolution of those behaviors.

Inquiries concerning discrimination or harassment on the basis of sex or gender may be referred to Converse's Title IX Coordinator. Please see the contact information above.

Inquiries concerning discrimination or harassment based on a protected characteristic or status other than sex or gender may be referred to the Director of Community & Inclusion (for students) or the Director of Human Resources (for employees).

Individuals also may make inquiries regarding discrimination or harassment to the U.S. Department of Education's Office for Civil Rights by contacting the District of Columbia Office, 400 Maryland Avenue, SW, Washington, D.C. 20202-1475; Phone 800-421-3481; email: [OCR@ed.gov](mailto:OCR@ed.gov).

### **Policy Scope**

This policy applies to any allegation of sex or gender discrimination or harassment made by or against a student or an employee of Converse or a third party, regardless of sex, sexual orientation, sexual identity, gender expression, or gender identity.

The Title IX Sexual Harassment Grievance Procedures apply only to allegations of Sexual Harassment in Converse's Education Program or Activity (as defined herein).

Converse will address allegations of other types of sex or gender discrimination or harassment (i.e., that do not meet the definition of Sexual Harassment) (1) using other student and employee conduct disciplinary procedures deemed appropriate by the Title IX Coordinator in consultation with other Converse administrators; and/or (2) with Supportive Measures, which are defined and discussed in more detail herein.

When Converse has Actual Knowledge of Sexual Harassment (or allegations thereof) in its Education Program or Activity and against a person in the United States, Converse is obligated to respond and to follow Title IX's specific requirements, which are addressed and incorporated in these Grievance Procedures.

Promptly upon receiving allegations of Sexual Harassment in Converse's Education Program or Activity and against a person in the United States, the Title IX Coordinator will contact the Complainant to discuss the availability of Supportive Measures with or without the filing of a Formal Complaint and to explain to the Complainant the process for filing a Formal Complaint.

## Converse University Research Misconduct Policy<sup>1</sup>

### **I. Introduction**

Converse University ("Converse") holds to the highest standards of research integrity and expects all of its faculty, staff, students, and persons affiliated with Converse in the proposal or conduct of research to conduct research according to these standards.

Through the Office of the Provost and the Office of Research and Engagement, and through the academic deans, Converse supports a community of ethical conduct and research integrity. Every researcher is personally responsible for his or her conduct when performing research and will be held to the highest ethical standards.

### **II. Scope**

This policy applies to any person who is employed by, is an agent of, is under the control of, or is affiliated by contract or agreement with Converse, and to any student of Converse who is engaged in or applying for engagement in research, as defined in Section III of this policy. This policy applies to any

principal investigators, co-principal investigators, technicians, and other staff members, as well as to students engaged in independent or faculty-mentored research, including those working as laboratory or research assistants.

### III. Definitions<sup>2</sup>

- A. The *Deciding Official* means the Provost of Converse University. The Provost will make determinations on allegations of research misconduct and determine any institutional responses. At Converse, the Provost (or his/her designee) also serves as the *Research Integrity Officer*, who assesses allegations of research misconduct and determines when such allegations warrant inquiries and who oversees inquiries and investigations.
- B. *Inquiry* means gathering information and initial fact-finding to determine whether an allegation or apparent instance of research misconduct warrants an investigation.
- C. *Investigation* means the examination and evaluation of all relevant facts to determine if research misconduct has occurred, and, if so, to determine the responsible person, the seriousness of the research misconduct and to evaluate appropriate action.
- D. *OIG* means the Office of the Inspector General, the office within the National Science Foundation (NSF) that is responsible for the research misconduct and research integrity activities.
- E. *ORI* means the Office of Research Integrity, the office within the U.S. Department of Health and Human Services (DHHS) that is responsible for the research misconduct and research integrity activities of the U.S. Public Health Service.
- F. *PHS* means the U.S. Public Health Service, an operating component of the DHHS.
- G. *PHS regulation* means the Public Health Service regulation establishing standards for institutional inquiries and investigations into allegations of research misconduct, which is set forth at 42 C.F.R. Part 93.
- H. *Research* for the purposes of this policy is defined as any systematic investigation, including research proposal development or pilot testing, designed to develop or contribute to generalizable knowledge. Generalizable knowledge includes any systematically generated products of research intended for dissemination within or beyond the institutional setting.
- I. *Research misconduct* is defined as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results.
  - Fabrication is making up data or results and recording or reporting them.
  - Falsification is manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.
  - Plagiarism is the appropriation of another person's ideas, processes, results, or words without giving appropriate credit.
  - Research misconduct does not include honest error or differences of opinion. (Source: 65 FR 76260-76264; 70 FR 37010-37016; 2 CFR § 910.132; 10 CFR § 733.3)<sup>3</sup>
- J. A *finding of research misconduct* requires that:
  - There be a significant departure from accepted practices of the relevant research community;
  - The misconduct be committed intentionally, or knowingly, or recklessly; and
  - The allegation be proven by a preponderance of evidence.(Source: 65 FR 76260-76264; 70 FR 37010-37016; 2 CFR § 910.132; 10 CFR § 733.3)<sup>4</sup>
- K. *Respondent* means the person against whom an allegation of research misconduct is directed or the person whose actions are the subject of the inquiry or investigation. There can be more than one respondent in any inquiry or investigation.
- L. *Complainant* means a person who makes an allegation of research misconduct.

### IV. Rights and Responsibilities

- A. *Deciding Official and Research Integrity Officer (DO-RIO)*

The Provost will serve as the DO-RIO, who will have primary responsibility for implementation of the institution's policies and procedures on research misconduct. The DO-RIO will:

- Receive allegations of research misconduct;

- Assess each allegation of research misconduct to determine whether it falls within the definition of research misconduct and warrants an inquiry;
- As necessary, take interim action and notify any appropriate agency (OIG, ORI, PHS, or any other) of the circumstances of the allegation;
- Sequester research data and evidence pertinent to the allegation of research misconduct and maintain it securely;
- Provide confidentiality to those involved in the research misconduct proceeding as required by 42 C.F.R. § 93.108, other applicable law, and institutional policy;
- Notify the respondent (whenever possible) and provide opportunities for him/her to review/comment/respond to allegations, evidence, and other relevant information;
- Inform respondents, complainants, and witnesses of progress in the investigation of any allegation of research misconduct;
- Adjudicate any allegations of research misconduct;
- Ensure that administrative actions taken by the institution and any granting agency are enforced and take appropriate action to notify other involved parties, such as sponsors, law enforcement agencies, professional societies, and licensing boards of those actions as the DO-RIO determines is applicable; and
- Maintain records of the research misconduct proceeding and make them available to granting or sponsoring agencies as required by terms of grant or sponsorship.

**B. *Complainant***

The Complainant is responsible for making allegations in good faith, maintaining confidentiality, and cooperating with the inquiry and investigation. As a matter of good practice, the Complainant must be interviewed during an investigation.

**C. *Respondent***

The Respondent is responsible for maintaining confidentiality and cooperating with the conduct of an inquiry and investigation. Whenever practicable, the Respondent is entitled to:

- A good faith effort from the DO-RIO to notify the Respondent in writing at the time of or before beginning an inquiry;
- An opportunity to comment on the inquiry report and have his/her comments attached to the report;
- Notification of the outcome of the inquiry and a copy of the inquiry report;
- Notification in writing of the allegations to be investigated within a reasonable time after the determination that an investigation is warranted; and
- The opportunity to be interviewed during the investigation.

The Respondent should be given the opportunity to admit that research misconduct occurred and that he/she committed the research misconduct. The DO-RIO or the President of Converse may terminate the institution's review of an allegation that has been admitted, if the admission and any proposed settlement and any action by any relevant agency is acceptable to the President of Converse.

**V. Completion of Cases and Administrative Action**

- A. All inquiries and investigations will be carried through to completion.
- B. A case may be closed at the inquiry stage on the basis of a finding by the DO-RIO that an investigation is not warranted.
- C. A case may be closed by the DO-RIO at the investigation stage on the basis of a finding of no misconduct.
- D. If the DO-RIO determines that research misconduct is substantiated by the findings, he/she will decide on the appropriate actions to be taken.

The administrative actions in the case of faculty, staff members or other non-student researchers affiliated with or under the control of Converse may include:

- Withdrawal or correction of all pending or published abstracts and papers emanating from the research where research misconduct was found;
- Removal of the responsible person from the particular project;
- Letter of reprimand;

- Special monitoring of future work;
- Suspension from future Converse research, either for a limited time or permanently;
- Restitution of funds to the grantor agency as appropriate;
- In egregious cases, as determined by the DO-RIO, the initiation of steps leading to termination of employment as specified in Section VII.2 of the *Converse University Faculty Handbook* (for faculty) or Section V-Q of the *Staff and Administrative Handbook* (for staff); and
- Other action appropriate to the research misconduct.

The administrative actions in the case of student researchers may include:

- Withdrawal or correction of all pending or published abstracts and papers emanating from the research where research misconduct was found;
- Removal of the responsible person from the particular project;
- Letter of reprimand;
- Special monitoring of future work;
- Suspension from future Converse research, either for a limited time or permanently;
- Restitution of funds to the grantor agency as appropriate;
- In egregious cases as determined by the DO-RIO, referral of the student to the Converse University Honor Board, as specified in the Converse University Student Handbook in the Section, “Honor System”; and Other action appropriate to the research misconduct.

<sup>1</sup>Sections of this policy have been taken from or modeled on the SAMPLE POLICY AND PROCEDURES FOR RESPONDING TO ALLEGATIONS OF RESEARCH MISCONDUCT published by the Office of Research Integrity, U.S Department of Health and Human Services, accessed on March 18, 2019, at <https://ori.hhs.gov/sites/default/files/SamplePolicyandProcedures-5-07.pdf>

<sup>2</sup>Section III of this policy has been adapted in part from Clemson University’s Policy for Responding to Allegations of Research Misconduct, accessed on March 18, 2019, at <http://media.clemson.edu/research/sponsored-programs/policies/research-misconduct.pdf>

<sup>3</sup>From <https://science.energy.gov/grants/policy-and-guidance/research-misconduct/> , accessed on March 18, 2019.

<sup>4</sup>From <https://science.energy.gov/grants/policy-and-guidance/research-misconduct/> , accessed on March 18, 2019.

## E. Performance Management Process

Performance evaluations are an integral part of the University’s Performance Management Process. The performance evaluation consists of a written evaluation of the employee’s job performance, the supervisor’s comments and recommendations, an action plan for both the employee and supervisor, and performance goals. The University expects that employees and their supervisors will meet periodically to evaluate work goals and required competencies. Evaluation of job performance should be an ongoing process. Proper supervision includes ongoing, informal observation and constructive criticism of the performance.

### 90-day Introductory Period

Each employee is in an introductory period of employment for the first 90 days of employment. Completion of the introductory period may be followed by a performance review.

More formally, at least once a year, all supervisors are encouraged to provide a written evaluation of the performance of employees under their supervision. Among the criteria a supervisor may utilize for evaluation are:

- The performance level of the employee;
- Employee’s potential for growth in specific areas of performance;
- Positive feedback in areas wherein the employee is doing well;
- Basis for a specific plan to improve performance;

- Compliance with the University's service expectations

## F. Service Expectations

It is the policy of Converse University to encourage and expect each employee of the University to at all times meet and comply with the following Service Expectations:

### **Caring Attitude**

- Welcoming (smiles, friendly)
- Courteous
- Encouraging
- Compassionate
- Considerate of others
- Helpful (patience)

### **Integrity**

- Respectful
- Appropriate confidentiality
- Diligent work ethic
- Trustworthy
- Honest
- Professional

### **Teamwork**

- Reliable
- Shares knowledge
- Willing to help others
- Flexible
- Supportive
- Positive approach

### **Effective Communication**

- Good listener (makes eye contact, attentive)
- Communicates clearly (oral and written)
- Approachable

*The statements following each Converse Service Expectation are intended to be examples of the behavior. Additional expectations may be set forth.*

## G. Policy for Internet and Social Media Use

### Overview

The use of the internet and social media can provide engaging and rewarding ways to connect with family, coworkers, and friends worldwide. The rapid growth and pervasiveness of digital technologies combined with ease of use make them attractive communication channels. However, for entities such as universities with various departmental and program-related accounts, it is critical to differentiate between personal voice and institutional voice in employee posts and be mindful of how all content reflects the institution.

Converse University has adopted the following policies to help employees engage online in respectful, relevant ways that protect both the University and its employees and follow the letter and spirit of the law. The same professional expectations for interacting with students, parents, alumni, donors, media, and other University constituents apply online just as they do in the workplace. Employees are accountable for their posts to social media sites, regardless of whether they intend to speak on behalf of the University.

This policy sets forth the University's expectations regarding employee use of the internet and social media for the official business of Converse University, regarding the University, its schools, departments, offices, and University alumni, students, faculty and staff. For purposes of this policy, "social media" includes all means of communicating or posting information or content of any sort on the Internet, whether or not associated or affiliated with Converse University, as well as any other form of electronic communication. Violations of this policy may result in disciplinary action up to and including termination. Disciplinary actions for faculty are administered in accordance with the policies contained in the Faculty Handbook.

## Policies for All Employees Regarding Use of Internet and Social Media

### **Personal Use During Work Hours**

Personal use of social media should not conflict with work responsibilities, and thus employees should refrain from using social media and the internet for personal purposes during working time (the time an employee is expected to be working, which does not include rest, meal, and other authorized breaks). Use that interferes with employee performance or that is done during working time is prohibited. Employees may use social media for business purposes during their work hours. Please refer to the University's Acceptable Use Policy in the Employee Handbook for further reference.

### **Think (and Pause) Before Posting**

Privacy does not exist in the world of social media. Be aware that posts are or can easily be made available by forwarding or copying to the public at large, including prospective students, current students, your supervisor, colleagues, and your peers. Additionally, search engines can display posts years after they are created (and even deleted). Consider the impact your post may have on members of the University's constituent groups and how it may reflect on you before publishing. Remember that the University's policies related to workplace behavior and comments are equally applicable to an employee's behavior online. Comments that are discriminatory, harassing, vulgar, obscene, malicious, or threatening in nature are unacceptable, even if the comments are personal and unrelated to Converse's business. If you are unsure about posting something or responding to a comment, you can always ask your supervisor for guidance or contact the Office of Communications.

### **Share Content Effectively**

Maximizing positive visibility for Converse University on the internet and social media is integral to the University's marketing efforts. Employees are encouraged to share University news and events that are a matter of public record with their family and friends and engage with Converse University social media channels by liking, commenting, and sharing. Linking straight to the information source or sharing directly from official Converse University channels are the most effective ways to share news and direct users back to the Converse.edu website. This also allows Converse to track the reach of posts made to official Converse channels.

### **Maintain Confidentiality**

Use good ethical judgment and follow the University's policies and federal requirements, such as the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Family Educational Rights and Privacy Act (FERPA), when posting online content. Do not post confidential or proprietary information about Converse University, its students, its alumni, or your fellow employees. "Confidential or proprietary information" means (1) competitively sensitive information, (2) of importance to Converse, (3) that is kept in confidence by Converse, (4) that became known to Employee through his or her employment with Converse."

### **Respect Copyright and Intellectual Property Rights**

When posting, comply with all copyright and intellectual property rights laws. Be mindful of the copyrights and intellectual property rights of others and the University.

### **Be Accurate**

Verify that information is correct before posting it on social media. Review for grammatical and spelling errors, and make sure you have appropriate permissions if writing about or sharing images of people or organizations. This is especially important if you are posting on behalf of the University.

### **Seek Guidance for News Media Interaction**

Social media content may generate interest from the news media (print, television, radio, online). If the media contact you about a University-related posting and the media is seeking information or a statement on behalf of the University, contact the media relations director in the Office of Communications immediately for guidance before responding.

### **Maintain Transparency**

The line between professional and personal business is sometimes blurred, which is inherent to the nature of social media. The best approach is to be thoughtful about your content and potential audiences. Be clear about your identity. In personal posts, you may identify yourself as a Converse faculty or staff member. However, please be clear that you are sharing your views as an individual, not as a representative of Converse University. If you identify yourself as a member of the Converse community, ensure your profile and related content are consistent with how you wish to present yourself to colleagues, just as you would in any other public arena. Never post information or content expressly or impliedly on behalf of the University without the express permission to do so from the media relations director in the Office of Communications.

### **Be Thoughtful in Making Social Media Connections**

Be thoughtful in your decision to “friend,” “like,” “follow,” or “connect,” or before accepting such requests. It is important to recognize that there is the potential for misinterpretation of relationships such as faculty-student, supervisor-subordinate, and staff-student in social interactions. If you are in doubt, please contact Human Resources.

### **Follow Terms of Service**

Obey the Terms of Service of any social media platform you use.

## **Policies for Employees Contributing to Social Media on Behalf of Converse University**

Employees who use social media on behalf of Converse University in any capacity must adhere to the following guidelines in addition to all guidelines above.

Posting to social media on behalf of Converse is an important responsibility. Employees with administrative or editorial access to Converse-related usernames are content creators that immediately and directly reflect on the University. Discuss with your supervisor the circumstances in which you are empowered to respond directly to users and when you may need approval.

### **Converse University Official Accounts**

The University’s primary, official online channels, including [www.converse.edu](http://www.converse.edu), Facebook, Twitter, LinkedIn, and any other online presence established with the sole name of “Converse University,” is maintained by the Office of Communications. Social media accounts representing Converse offices, departments, schools, etc., should bear the name of the specific program or department (e.g., “Converse University MFA”), with graphics and content that are clearly related to the particular department rather than the institution as a whole. Please reference the Branding & Visual Identify Guide on the Communications section of [my.converse.edu](http://my.converse.edu).

### **Managing Administrative Access and Transitions**

All University-affiliated social media accounts must grant administrative privileges to the Office of Communications. This does not involve sharing access to your personal social media account, even if you are the creator of the Converse-related account. Sharing administrative rights with the Office of Communications does not mean that Communications will manage or contribute to the account in any way; rather, this provides security in maintaining and transitioning ownership of the account in the future.

Administrative roles must be updated immediately when employees who have editorial or administrative access to social media accounts no longer require access to these accounts. Be mindful of the roles attributed to student workers, employees transitioning to new roles on campus, and those who have left the University.

## Process for Creating a Converse University Social Media Presence

To ensure that your social media efforts adhere to the branding and policy standards of Converse University (find the Branding & Visual Identity Guide in the Communications section of My.Converse), new University-affiliated social media accounts must be created in collaboration with the Office of Communications. To initiate this process, contact [communications@converse.edu](mailto:communications@converse.edu).

### Plan, Commit, and Engage Your Audience

- Assign a member of your team to regularly monitor postings and content.
- Create a **content calendar** with pre-planned content for slow periods. Aim for high traffic times for postings and updates.
- Consider managing social platforms with a free **Hootsuite account** to communicate with multiple administrators and monitor communications from students and/or the public.
- While the recommended minimum frequency for posting is twice a week, be sure not to overload your followers with updates.
- Keep it conversational—post or share content that engages your audience to communicate back with you and with one another.
- Social media can be a powerful tool to drive audiences to the Converse.edu website for more information. Whenever possible, link back to a specific post or page on the Converse website (a news story, academic page, calendar event, etc.).

### Compliance with University Policies

Communication on social media sites for University purposes must comply with all applicable University policies. Converse University has the right to deactivate any University-affiliated account based on violations of the Policy for Internet and Social Media Use.

### Stagnant Accounts

The Office of Communications may disable or temporarily unpublish any University social media accounts that are dormant (no posts, no activity) for more than six months, as such stagnancy reflects poorly on the University. Your department will be notified before a page you manage is disabled.

## Things to Consider When Planning to Create a New Social Media Account on Behalf of Converse University

- **How can social media help my department meet its goals?**
  - What is your objective for using social media? Is it to inform, share information, gain feedback, and/or engage with your audience? Knowing your goals will help you decide where to establish accounts, what information to share, and who you will reach.
  - It may be easier and more effective to meet social media goals in many cases by contributing to a related, established account within the Converse community.
- **Who are our audiences? Is social media the appropriate channel for reaching them?**
  - Are there other channels that might be more effective? It's important to first determine where and if your audience is active on social media channels.
- **Do we have the resources for content development, execution, and maintenance?**
  - Consider the time and personnel you will need to maintain social media efforts beyond the initial start-up phase. What you share on social media will reflect on your department or unit and influence how others see you, so be prepared to share relevant and consistent content and respond to users often.
  - If you're not able to maintain an engaging social media presence, consider developing relevant content for Converse University accounts with established audiences already in place (e.g., departmental sites).

The Office of Communications is available to support and assist you in your social media efforts on behalf of Converse University. For questions or help with your Converse-related accounts, contact [communications@converse.edu](mailto:communications@converse.edu).



## V. General Guidelines

### A. Americans with Disabilities Act (and Related State and Local Laws)

Converse University complies with the ADA and similar state and local laws by not discriminating against qualified individuals with disabilities. Converse also limits the instances it seeks medical information from employees and keeps that medical information confidential (on a need-to-know basis). Finally, where appropriate, the University offers reasonable accommodations to qualified disabled individuals so long as the employee is able to perform the essential functions of the position, and those reasonable accommodations will not create an undue hardship on Converse or pose a threat to health or safety. Accommodations are those changes, modifications, or alterations that allow an otherwise qualified employee to enjoy the benefits of working and perform all essential functions of his or her position, notwithstanding a physical or mental impairment. Accommodations may be in the form of changes in the workplace, leave, or reassignment to vacant positions. Persons seeking accommodations will be required to provide documentation of their disability status and abilities/restrictions. Failure to cooperate with the University's efforts to reach a reasonable accommodation will result in denial of protection under the applicable law. If two or more accommodations are reasonable and will be effective, the University has the right to decide what accommodation to make.

#### Accommodation Leave under the ADA (and similar laws)

Accommodation leave applies only to employees who: (1) do not meet the eligibility requirements under FMLA or who have exhausted FMLA leave; (2) are under the care of a licensed healthcare provider (practicing within the terms of his or her license); and, (3) are currently unable to perform one or more essential functions of their position, with or without accommodations. If Converse crafts an accommodation for the employee that would allow him or her to perform the position's essential functions even with the current medical restrictions, then leave under this policy will be unavailable.

To obtain leave under this policy, the employee must cooperate with Converse to obtain medical information substantiating: (1) the nature of impairment; (2) the functions the employee cannot perform; (3) the amount of time the employee will have the restrictions; (4) an estimated return-to-work date; (5) the level of confidence of the physician; and (6) estimated restrictions that will still exist after the employee is released to return to work.

Leave under this policy is discretionary. Converse will attempt to balance the employee's need for leave, the effectiveness of granting the leave, the reasonableness of the length of time requested, and the level of confidence of the physician on the one hand, with the needs of the organization and the hardship, posed to the University in granting the leave on the other hand. If the leave is granted, it will be job-protected.

Employees must concurrently exhaust any available paid time off (such as vacation, sick pay, or personal time off), Converse Leave benefits, Family Medical Leave, short-term disability benefits, workers' compensation benefits, or any other form of applicable paid leave during ADA leave. If no such paid time off is available, leave under this policy is unpaid and runs concurrently with any other Converse Leave and/or Family Medical Leave benefits.

If the employee requests an extension of leave, if the circumstances described by the original certification have changed significantly, or if the University receives information that casts doubt upon the continuing validity of the original certification, the University may require immediate recertification of the employee's medical condition.

If the employee recovers sooner than anticipated, the employee must communicate with Converse and make arrangements to return to work.

Leave under this policy must be used for its intended purpose. If Converse determines that the employee provided false information in order to obtain the leave or is using leave when such leave is not medically necessary or otherwise unnecessary, the employee may be subject to discipline, up to and including termination.

## B. Background Investigations

**THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND CONVERSE UNIVERSITY. THE DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. CONVERSE UNIVERSITY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT IN WHOLE OR IN PART AT ANY TIME WITH NO PRIOR NOTICE. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS DOCUMENT CREATE ANY CONTRACT OF EMPLOYMENT.**

### Criminal Background Investigation Policy

Converse University is committed to hiring qualified employees and providing a safe and secure environment for our students and employees. To that end, criminal background checks will be conducted for all faculty, staff, and student employees to whom job offers are made, and new and current volunteers providing services on behalf of the University who meet the criteria outlined below.

Converse will also verify a candidate's educational qualifications and maintain these verifications as part of the employee record during the background check process. Additionally, a motor vehicle report may be required for any employee who will operate a Converse University vehicle or who will operate a vehicle regularly in the course and scope of his/her employment with Converse. Reviewing MVR data is an annual requirement.

All employees may be subject to background checks at least every five years as a condition of continued employment in accordance with the procedure listed below for candidates. The failure to consent to the background check, including the execution of all documents necessary to allow the check, is grounds for termination of employment.

A criminal background investigation will be performed for any individual who meets any one of the following descriptions:

- Candidates selected to fill a position.
- Individuals who are being considered for reemployment.
- Individuals who have a lapse of employment for one year (rolling calendar year) or greater from the last day worked.
- Student employees working with or having access to minors or children who are less than 16 years of age.
- Employees working with or having access to minors who are not enrolled as students of the University must have a criminal background check at least once every two years.
- Internal employees changing positions at the University due to a promotion, lateral transfer, demotion, or who have been assigned Sensitive Duties.
- Individuals who volunteer as part of a University-sponsored summer camp or program offered to minors. At a minimum, University-sponsored summer camp or programs must comply with criminal background checks every two years for returning volunteers. The Coordinator of such camps or programs will work with the Payroll Administrator and Director of Human Resources to ensure proper communication of new/returning personnel.
- For any employee or volunteer who has been convicted of a misdemeanor, felony or other offense of moral turpitude or for any crime as listed below.
- Any current employee who reports a criminal charge or conviction as listed below.
- In addition, the University may perform background checks every three years or less as circumstances dictate for employees assigned Sensitive Duties.

#### **Exception:**

- Faculty members under consideration for reappointment, promotion to a new professional rank, departmental chair position, or the conferral of permanent tenure.

In accordance with the procedure listed below and EEOC Enforcement guidance, any employee (including faculty, staff, and student-employees) charged or convicted of an unlawful offense (excluding minor traffic violations) must report such charge or conviction to Human Resources within three days of such charge or conviction, regardless of when or where such a conviction occurs. The charges or convictions which must be reported include, but are not limited to:

- DUI/DWI,
- Any drug or alcohol-related offenses,
- Offenses related to child molestation, child pornography, indecency with a minor, or other sexual offenses,
- Crimes of violence as defined in the United States Code, [Title 18, Part 1, Chapter 1, Section 16](#), including domestic abuse, or any crime of violence as defined by the [South Carolina Statutes](#),
- Fraud, theft, burglary, robbery, or any misuse of money, funds, credit, or government property and/or,
- Invasion of privacy, identity theft, or stalking, or
- Contempt of court that results in incarceration.

Failure to report any charges or convictions could lead to disciplinary consequences up to and including termination. If a charge or conviction is properly reported, a review of the occurrence will determine if further actions are necessary.

### Confidentiality and Retention of Background Check Records

Employment-related background checks are considered part of the personnel file and are not subject to public release except as required or allowed under applicable provisions of state law. Background check records generated under this policy will be maintained in accordance with the Retention of Documents Policy- *Administrative and Staff Handbook*.

### Definitions

For the purpose of this Policy, the following definitions apply:

1. "**Charge**" means an accusation of a crime by a formal complaint, information, or indictment.
2. "**Conviction**" means guilty verdict, guilty plea, and Alford or Kennedy plea, a plea of 'no contest,' or any other resolution that is the functional equivalent of a judgment, including probation before judgment and deferred prosecution.
3. "**Employee**" means any individual regardless of whether they are employed by the University in a permanent, temporary, contract, or consulting position.
4. "**Sensitive Duties**" are identified by Risk Management, Safety and Security, VP for Finance & Business/CFO/Controller, Facilities Management, VP Institutional Advancement, CIO, Vice President for Operations and Strategic Planning, and Human Resources. Sensitive Duties include:
  - a. Direct responsibility for the care, safety, and security of non-student minors.
  - b. Direct access to or responsibility for cash, cash equivalents, or credit card information. University property disbursements or receipts, or extensive authority for committing the financial resources of the University.
  - c. Direct access to or responsibility for the safety, security, intellectual property, and information technology or areas designed by the University as safety or security sensitive.
  - d. Master key access to a building, residence halls, or other secure facilities. Electronic access and areas requiring a high level of security, such as those that store money, research facilities, etc.

### Procedure for Background Checks

The State Law Enforcement Division (SLED) and/or an outside vendor with whom the University has contracted, hereafter referred to as the Background Investigator, will conduct the criminal background checks with a Human Resources staff member. The University will ensure that all background checks are conducted in compliance with applicable federal and state statutes, including but not limited to the Fair Credit Reporting Act (FCRA), Title VII of the Civil Rights Act, and Converse University's Equal Employment Selection Procedures -Section I-A of Employee Handbook.

Prior to conducting a criminal background check, a consent form to conduct the check must be obtained from the candidate. Additionally, candidates will be asked to disclose any convictions other than minor traffic violations. The form will be kept in strict confidence in the Human Resources Office. The Background Investigator will conduct an investigation in the state(s) in which the applicant has lived and/or worked for at least seven (7) years to determine whether there is any criminal conviction that could affect the hiring decision, as well as other key criminal background checks and will perform a national sex offender list background check.

An offer letter may be extended with a conditional offer “contingent on favorable results from the criminal background check.” If a candidate did not disclose a criminal record, finding, or judgment on the application or during the search process and the candidate is later found to have such a record, finding, or judgment, then an offer of employment may be rescinded, or the employment may be terminated without any additional due process or hearing considerations, regardless of tenure status. Additionally, the employee may be disqualified from future employment by Converse.

If a conviction is detected during the background check process, the hiring official and the hiring official’s supervisor in consultation with the Human Resources Director or designee, will make the determination of fitness for employment. A conviction itself does not constitute an automatic bar to employment. Factors to be considered in determining fitness for employment include, but are not limited to, the relevance of the conviction to the position sought, the time that has elapsed since the problem occurred, and evidence of rehabilitation.

If an adverse hiring decision is made based in whole or part due to the information contained in the criminal background report, a notification letter and a summary of the applicant’s rights under the Fair Credit Reporting Act will be mailed to the applicant.

An applicant’s criminal conviction report is confidential personnel information, and all parties having knowledge of any of the content therein will maintain it as confidential.

## C. Campus Signage

This policy provides general guidelines for signage on the Converse University campus. The purpose is to:

- a. provide clear, concise information for all users;
- b. improve way-finding and promote public health, safety, and welfare;
- c. create a unified and attractive sign appearance across all facilities;
- d. minimize maintenance and repairs of the buildings;
- e. eliminate inconsistent, ineffective, and unnecessary signs.

This policy supersedes all other sign policies. All signage issues not specifically addressed by this or other University policies are to be referred to the Facility Planner.

### Definitions

**ADA** - Americans with Disabilities Act (ADAAG). Unless otherwise stated, all public signage at Converse must comply with the federal regulations of ADA.

**Accessible Path of Travel** - That portion of the building circulation allows access to building areas by all persons, regardless of disability, including wheelchair users.

**Building Circulation** - Spaces designated for people to travel within a building; lobbies, corridors, exit doors, stairs, and elevators.

**Life Safety** - Any device or building element specifically designed to warn or protect the occupants of a building, or to allow the occupants to safely exit the building.

**Mechanical** - Any part of the heating and cooling, plumbing, and electrical systems that are part of the building.

**Public Area** - Any part of the building generally accessible to all occupants of the building.

## Policies & Procedures

Proposed campus signage must conform to the signage standards in this document and be presented to the Facility Planner for approval prior to ordering and installation. If policies and procedures are not properly followed, the responsible department will be required to make (and fund) any needed corrections to bring signage in line with campus policy.

**1.1 SIGN CONTENT APPROVAL** Department-specific signs must be approved by the department head and then submitted to the Facility Planner for approval before production.

**1.2 SIGN DESIGN APPROVAL** Sign design should follow the provisions within this policy. For any design or placement issues not specifically covered by this policy, consult the Facility Planner for guidance and final approval.

**1.3 SIGN INSTALLATION** All permanent campus signage is to be installed and removed by the Converse Facilities Department or a designated sign contractor.

**1.4 ADA SIGN MOUNTING AND LOCATION HEIGHT** ADDAAG 4.30.6 states: "Where permanent identification is provided for rooms and spaces, signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, including at double leaf doors, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60 in (1525 mm) above the finish floor to the centerline of the sign. Mounting location for such signage shall be so that a person may approach within 3 in. (76 mm) of signage without encountering protruding objects or standing within the swing of a door."

**1.5 TEMPORARY SIGNS / DISPLAYS** Temporary signs shall not be used in place of standard signage. No surface damaging adhesives (e.g., duct tape) or surface-penetrating fasteners are to be used to display temporary displays of any kind. Upon the posting of temporary signs, ensure permanent signs and ventilation grills are not obstructed. Temporary signage design and content should follow the same approval process as permanent signage.

**1.6 BANNERS** All banner designs must be approved by the communications department before being ordered and placed on campus.

**1.7 WALL GRAPHICS** No graphics or lettering is to be applied to a building surface except as part of the original or remodeled building design administered by the Facility Planner. To ensure proper scale, location, and general compatibility with the building décor, any interior wall graphic must be approved prior to its application on a building surface. This will be executed by using the enhancement project request form.

**1.8 BUILDING SURFACE ARTWORK IN COMMON AREAS** Due to concerns regarding general building maintenance, acceptability of the artwork proposed, and the need to have some control over modifications to campus property, proposed artwork must be approved in advance using the enhancement project request form. Common areas are generally defined as, but not limited to, the following:

- Campus buildings: hallways, lobbies, balconies, porches, courtyards, and auditoriums.
- Athletic complex: Lobbies, patios, gym, and athletic fields.
- Residence halls: Lobbies, hallways, balconies, porches, and courtyards.
- All grounds and building exteriors

## Exterior Signage

**2.1 CONVERSE IDENTIFICATION SIGNS ALONG CAMPUS PERIMETER** Converse identification signs along the campus perimeter will be a large oval made of HDU, 1 ½ thick x 48"x 72", with flat purple

background (Pantone 2627) and gloss metallic gold (Pantone 873) text, tower, and border. A sign will be painted with clearcoat. The size of the Goudy font is determined in accordance with the letter visibility chart (Appendix A) and/or the size of the sign.

## **2.2 EXTERIOR BUILDING IDENTIFICATION**

- a. The building name is surface-mounted, metallic gold-colored, plastic free-standing letters, Goudy font, height appropriate to the letter visibility chart (Appendix A) and /or scale of the building.
- b. Building street number shall face street side; it will be surface mounted 4" letters or appropriate to the letter visibility chart (Appendix A) and /or scale of building matching the characteristics of the building name sign.
- c. Accessible entrance(s) to the building are indicated by a 4"x 4" blue & white accessible route sticker.
- d. Building information sign directories shall be Converse purple with white vinyl lettering using "Goudy" font. The Converse University logo should be at the top, followed by the name of the building. The font size is determined in accordance with the letter visibility chart (Appendix A) and the size of the sign.
- e. Other signs are permitted on the exterior of the building, only with prior approval from the Facility Planner.

**2.3 TREE SIGNS** Award and dedication signs for trees will be 4"x 6" aluminum or bronze plaque with a post.

## Interior Signage

Signs will conform to the present design standard that exists in each building. The design standard for new construction will be determined by an Interior Design Committee for the construction project. The Facility Planner must approve any deviations from the design standard of a particular building.

## **3.1 STANDARD INTERIOR SIGN LOCATIONS**

- a. Locate the sign on the latch side of the door – same wall as the door, 2" from the doorframe. On doors with two unequal leaves, the sign is located on the latch side of the main leaf.
- b. When the sign does not fit next to the latch side of the door (located in an alcove), move the sign out to the nearest corridor wall, 2" from the corner.
- c. Grip-A-Strip bars may be located beneath the room sign to be utilized for the purpose of posting notices pertaining to that room or Faculty schedule.
- d. When two or more doors are located close proximately, combine signs if possible and center them between doors or locate each sign closest to the corresponding door – 2" from the frame on the latch or hinge side.
- e. When new signage is installed in locations with existing non-standard or duplicate signage, removal of old signage and repair and/or refinishing building surfaces shall be included in the project.
- f. When the sign does not fit near the corresponding door in the above configurations, contact the Facility Planner.

**3.2 BUILDING ENTRY** Building directories are used to display departments, services, and names of people located in the building. They are to be mounted within view of the building's main entry doors. The content of the directories shall be organized in an alphabetical listing of names and corresponding room numbers. The directory cabinet should complement the building architecture.

## **3.3 ROOM IDENTIFICATION**

- a. Office signs should follow the building standard if one is already established and otherwise contain the room number and employee title/names on an engraved plastic rectangle. It is preferable to use title vs. name wherever possible. Offices can have a "Gripa-Strip" or metal index card holder for their schedule.

- b. Department directories will be mounted at the entrance to the department suite and organized in an alphabetical listing of names and corresponding room numbers. The directory style is to follow the building standard when applicable and should complement the building architecture.
- c. Restroom signs consist of a pictogram, text, and Braille.
- d. Enclosed stairs & elevator signs are to include a pictogram, text, and Braille. Stairs that are not designated exit/fire stairs shall only sign listing the rooms they lead to.

**3.4 BULLETIN BOARDS & DISPLAY CASES** Prior to ordering bulletin boards or display cases, approval of the size, type and mounting location must be obtained from the Facility Planner. Once mounted, bulletin boards or display cases are considered part of the building and may not be removed except by Facilities Maintenance and approval from the Facility Planner.

**3.5 EASELS & SANDWICH BOARDS / INTERIOR & EXTERIOR** Easels, sandwich boards, and other free-standing signs are not to be used as permanent signage. Guidelines for their usage are as follows:

- a. They may be placed in public circulation areas and office areas with prior approval by the authorized department.
- b. They may not obstruct public circulation, permanent signage, mechanical, lighting, and life-safety features.
- c. Traffic-related signs shall be placed and removed by Campus Safety.
- d. Signage targeted to an external public audience should have content and design approved by the Office of Communications.

**3.6 DONOR RECOGNITION PLAQUES** Converse University recognizes the generosity of its financial donors with donor recognition plaques. Plaque design and placement should be coordinated through the Director of Facilities ensures a unified appearance that is appropriate to the space in which it is displayed. The Facility Planner will coordinate with the Institutional Advancement Office regarding any specific requirements associated with the donation. The present standard is for plaques to be made of bronze, Corian, glass, metal, or wood. The Donor recognition signs should meet sign standards for size, type, and font.

**3.7 HAZARD & WARNING SIGNS** Hazard and warning sign locations are as prescribed by the government regulations from the D.O.T., E.P.A., and O.S.H.A. Consult with the Facility Planner or Facilities Department to determine requirements for these signs as they pertain to materials in your area.

**Appendix A:**

**Letter Visibility Chart**

Letter Height	Maximum Impact	Maximum Readable Distance
5/8"		15'
3/4"		18'
7/8"		21'
1"		24'
1 1/4"		30'
1 1/2"		36'
1 3/4"	The following distances will vary approximately 10% with various color combinations. Maximum distance in color would be RED or BLACK on WHITE background. 5,280' equals 1 mile	42'
2"		48'
2 1/2"		60'
3"	30'	100'
4"	40'	150'
6"	60'	200'
8"	80'	350'
9"	90'	400'
10"	100'	450'
12"	120'	525'
15"	150'	630'
18"	180'	750'

<b>Letter Height</b>	<b>Maximum Impact</b>	<b>Maximum Readable Distance</b>
24"	240'	1000'
30"	300'	1250'
36"	360'	1500'
42"	420'	1750'
48"	480'	2000'
54"	540'	2250'
60"	600'	2500'

## D. Confidentiality

### Family Educational Rights and Privacy Act (FERPA)

Many employees will have occasion to contact or regularly deal with records or circumstances of a confidential nature. Employees should practice discretion and care in discussing confidential matters of any nature.

All employees are required to comply with the Family Educational Rights and Privacy Act (FERPA) and are required to sign a Confidentiality Agreement. Any violation of this policy may result in disciplinary action, up to and including termination of employment.

## E. Document Retention

The records of Converse University and its subsidiaries (hereafter the "University") are important assets. University records include essentially all records you produce as an employee, whether paper or electronic. A record may be as obvious as a memorandum, an e-mail, a contract or something not as obvious, such as a computerized desk calendar, an appointment book or an expense record.

The law requires the University to maintain certain types of business records, usually for a specified period of time. Failure to retain those records for those minimum periods could subject you and the University to penalties and fines, cause the loss of rights, obstruct justice, spoil potential evidence in a lawsuit, place the University in contempt of court, or seriously disadvantage the University in litigation.

The University expects all employees to fully comply with any published records retention or destruction policies and schedules, provided that all employees should note the following general exception to any stated destruction schedule: If you believe, or the University informs you, that University records are relevant to litigation, or potential litigation (i.e., a dispute that could result in litigation), then you must preserve those records until it has been determined that the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records. If you believe that exception may apply or have any question regarding the possible applicability of that exception, please contact the Vice President of Finance and Business.

From time to time, the University establishes retention or destruction policies or schedules for specific categories of records to ensure legal compliance and accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that bear special consideration are identified below. While minimum retention periods are suggested, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by applying the general guidelines affecting document retention identified above and any other pertinent factors. Guidelines set forth by professional organizations, accrediting agencies, and governmental agencies should be followed in the event that certain documents are not identified in this policy.

This Policy applies to any and all records generated or received in connection with the business of the University and its Board of Trustees. For purposes of this policy, the term "Record" is broadly defined to include any document, book, pamphlet, map, photograph, audio or video recording, the information contained on computer disks, databases, or electronic file systems, e-mail, electronic images or other informational material, regardless of the physical or electronic form, whether a duplicate or original, that is created, maintained, stored or received as part of the business of the University.



The University owns all correspondence sent to and/or received from individuals at the University in their capacity at the University. Upon termination or retirement, all such documents should be left at the University.

### Student Records:

State and federal statutes require the University to keep certain records pertaining to student admission, academic, financial aid, and other records maintained by the Office of the Registrar. The University should also keep any correspondence relating to students written to or from the University or individual employees under applicable state and federal statutes. Student records should be retained in perpetuity.

### Accounting:

Tax records include, but may not be limited to, documents concerning payroll, expenses, business costs, accounting procedures, and other documents concerning the University's revenues, expenses, and property. Accounting records should be retained for at least six years from the date of filing the applicable return.

### Employment Records/Personnel Records:

State and federal statutes require the University to keep certain recruitment, employment, and personnel information. The University should also keep personnel files that reflect performance reviews and any complaints brought against the University or individual employees under applicable state and federal statutes. The University should also keep all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel in the employee's personnel file. Employment and personnel records should be retained for six years after the employee terminates from the University. Faculty, tenure, assessment, and promotion documents shall be stored, retained, and destroyed in accordance with the provisions of the Converse University Faculty Handbook.

### Board and Board Committee Materials:

Meeting minutes should be retained in perpetuity in the University's minute book. A clean copy of all Board and Board Committee materials should be kept for no less than three years by the University.

### Press Releases/Public Filings:

The University should retain permanent copies of all press releases and publicly filed documents under the theory that the University should have its own copy to test the accuracy of any document a person or governmental agency can theoretically produce against that University.

### Legal Files:

The Vice President for Finance and Business and General Counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.

### Recruiting and Promotional Materials:

The University should keep final copies of recruiting and promotional documents for the same period of time it keeps other business files, generally three years. As to the contracts, leases, licenses, and other legal documents, these documents should be kept for at least six years beyond the life of the agreement.

### Development/Intellectual Property and Trade Secrets:

Development documents are often subject to intellectual property protection in their final form (e.g., patents and copyrights). The documents detailing the development process are often also of value to the University and are protected as a trade secret where the University:

1. Derives independent economic value from the secrecy of the information; and
2. The University has taken affirmative steps to keep the information confidential. The University should keep all documents designated as containing trade secret information for at least the life of the trade secret.

### Contracts:

Final execution copies of all contracts entered into by the University should be retained. The University should retain copies of the final contracts for at least ten years beyond the life of the agreement and longer in the case of contracts and other materials filed with governmental and regulatory agencies.

### Electronic Mail:

E-mail pertaining to the categories addressed above that needs to be saved should be either:

1. Printed in hard copy and kept in the appropriate file; or
2. Downloaded to a computer file and kept electronically or on disk as a separate file.

The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

Failure to comply with this Document Retention Policy may result in disciplinary action against the employee, including suspension or termination. Questions about this policy should be referred to the Vice President for Finance and Business, who is in charge of administering, enforcing, and updating this policy.

## F. Drug-Free Workplace

The issue of alcohol and other drug use, misuse, and abuse concerns the entire University community, as it does society at large. The University desires to identify and control problems that influence the health and safety of its employees, including problems related to alcohol and other drug abuse.

### Alcohol

Converse University recognizes that the use of alcoholic beverages is ultimately a matter of personal decision and seeks to provide a social atmosphere on campus that develops individual responsibility and mutual respect. At all times, the University encourages responsible decision making regarding the use of alcohol.

1. All employees must comply with all applicable laws concerning the purchase, consumption, and possession of alcoholic beverages while on campus or otherwise acting in the course of their employment with Converse University, including without limitation refraining from furnishing alcohol to minors.
2. No alcoholic beverages may be kept or consumed on the premises of Converse University with the following exceptions:
  - a. Beer and wine may be sold and consumed during special functions with a license to sell from the state of South Carolina.
  - b. During private events, the serving of alcohol is permitted in designated areas with appropriate permits.
3. Alcoholic beverages will not be served or sold to anyone whose behavior or demeanor suggests that they have had their maximum safe amount of alcohol.
4. Permission to serve or sell alcoholic beverages on campus must be approved by the Director of Risk Management at least two months prior to the event except in special circumstances. Alcohol must be served by certified and trained employees of Converse's food service staff.

### Drugs

In compliance with the Drug-Free Workplace Act of 1988, the University certifies that it will maintain a drug-free workplace by implementing the following guidelines:

The unlawful manufacture, distribution, dispensation, possession, or use of any drug or controlled substance, as defined by state and federal law, is prohibited in the workplace.

1. Any staff or faculty member found in possession of an unlawful drug or controlled substance or found guilty of selling or giving an illegal substance to students, staff, faculty, or others will be subject to dismissal.
2. Any employee found to be under the influence of any unlawful drug or controlled substance on the job or who tests positive for such substances will be subject to dismissal.
3. For the purposes of this policy, any prescription drug for which the individual in possession or use does not have a lawful prescription shall be considered an unlawful drug.

## Prevention and Treatment

Information on drug education and counseling is made available to employees in coordination with community resources and the Employee Assistance Program (EAP) offered to employees enrolled in the University's Long-Term Disability Plan.

## G. Employment of Minors

Converse University does not make it a practice to employ workers under the age of 16.

The Vice President for Finance and Business must give written approval before any person under 16 years of age may be employed. No exceptions will be made for any person under 15 years of age. This approval will be given based on certain criteria.

A written request with the following information must be submitted:

- A. Supervisor of the underage employee
  1. No person will be hired or subsequently placed in a position if it would result in supervising or being supervised by a relative.
  2. No person is placed in a position when it would result in having influence over the employment, promotion, salary administration, and other related management or personnel considerations for a relative.
- B. Position Description Minors may not operate automobiles or carts, as well as any office equipment other than facsimile machines, copiers, and personal computers.
- C. Hours scheduled to work per day/per week.

## H. Employment of Relatives Nepotism

Converse University permits members of the same family to work at the University. However, the University may not consider or accept employment applications from individuals whose employment would result in a possible conflict of interest or the placement of family members in a supervisor-subordinate relationship.

Relative (for the purpose of this policy) is defined as parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, cousin, in-law, or step relative, or any person with whom the employee has a close personal relationship such as a domestic partner, romantic partner, or cohabitant.

This policy may also be applied when assigning, transferring, or promoting an employee.

## I. Grievance Procedure

The following procedures provide equitable and prompt response to employee grievances respecting such matters as salary, work assignments, promotion, tenure, conditions of employment, termination, unfair discrimination on the basis of sex, and sexual harassment. The procedures are in compliance with the regulations of Title IX of the Education Amendments of 1972. These procedures are also available to employees grieving promotion, conditions of employment, termination, or discrimination not based on

sex or sexual harassment. Employees who have not yet completed the 90-day introductory/probationary period of employment are not eligible to participate in the Grievance Procedure outlined in this policy.

Every effort will be made to achieve an informal settlement of a grievance through consultation at whatever administrative level is appropriate. An employee who has a work-related problem or question is strongly encouraged to bring it to the attention of the immediate supervisor before contacting the supervisor's manager. If the grievance cannot be resolved informally, the following steps will be taken for Converse employees:

1. The employee with a grievance ("Grievant") will present the complaint in writing to the administrative supervisor at the level of the Dean, Vice President, or Senior Vice President within 14 days of the alleged action that is the basis of the grievance. At the time of the complaint, a copy of the grievance must be presented to the Director of Human Resources. Upon receipt of a copy of the grievance complaint, the Director of Human Resources will issue a copy of the Grievance Committee Guidelines to the concerned parties. If the grievance is against the Dean, Vice President, Senior Vice President, or President, the Grievant may present his or her complaint to a Vice President not directly in the line of supervision. The signed, written complaint must sufficiently state the nature and the facts of the alleged incident and must contain the names of all relevant witnesses.
2. The administrator receiving the written complaint will be responsible for establishing a Grievance Committee, to be composed as follows:
  - a. First Member - The Grievant selects the first member (peer level);
  - b. Second Member - The Dean (or administrative supervisor) appoints the second member;
  - c. Chair of Grievance Committee:
    - i. For Administration/Staff: The Vice President for Finance and Business (who is in charge of compliance with Federal regulations), if not subject of the complaint, or President appoints the third, who will be Chair; or
    - ii. For Faculty: The President of the Faculty Senate (if not subject of the complaint) or President appoints the third, who will be Chair.
3. The Grievant and other parties concerned in the grievance can bring witnesses and freely offer evidence to the Committee. The Grievant, Accused, and witnesses must present their written statements to the minute-taker before offering their testimony. A representative of the Human Resources Office will take written minutes of the hearings and make these available to the Grievant and the Accused. No minutes will be taken during the "closed sessions" deliberations by the Committee as it considers the evidence that has been presented.
4. When the Committee has completed its deliberations, it will report its findings to the President of the University unless the President is subject of the complaint, if so, then to the Chair of the Board of Trustees, who will take final action on the Committee's report. The President of the University or the President's designee will have the final authority to decide all grievances.
5. Time Limits
  - a. The Grievance Committee must be constituted within 15 working days after the submission of a written complaint.
  - b. The Grievance Committee must meet and deliver its written report as described within one month after receiving the case.
  - c. The President of the University or the President's designee will take action on the Grievance Committee's report within 15 working days after receiving it.
6. Appeal  
If either the Grievant or the Accused has questions regarding the findings of the Committee or the President's decision, that person may meet with the President to discuss his or her concerns (or with the Chair of the Board of Trustees, if the President is involved in the grievance).
7. Confidentiality  
The right to the confidentiality of all members of the academic community will be respected in both informal and formal procedures. The University prohibits any kind of retaliation against any person who, in good faith, brings a complaint to the attention of the University. All complaints will be kept confidential to the fullest extent possible.

## Complaint Log Policy

Each office or department is responsible for maintaining records of written complaints against the University.

1. The complaint log must include:
  - The date and manner in which the complaint was received
  - The original complaint
  - Action(s) taken to resolve the complaintOr  
Justification(s) for dismissing the complaint
  - Response(s) to the complainant
  - Date and manner of response signifying the resolution of the complaint
2. The office or department which receives the complaint is responsible for logging the complaint through its resolution, even if other offices or departments are responsible for the final resolution.
3. Complaints and complaint logs are to be kept strictly confidential. Complaints and complaint logs are not to be connected to any other records, databases, or tools which could associate or extract complaint information. Complaints and complaint logs should only be shared with other University personnel to:
  - To bring complaints to appropriate resolution
  - Audit or report records to appropriate University administrators **FERPA and HIPAA regulations, as applicable, must be followed at all times.**
4. The Office for Institutional Research, Assessment, and Effectiveness is responsible for maintaining a master copy of all complaint logs. Departments and offices should submit their completed complaint logs to the Office for Institutional Research, Assessment, and Effectiveness at the beginning of each academic term.

## J. Introductory Period

1. The introductory period is an extension of the selection process and may be considered a probationary period of employment.
2. Each employee is in an introductory period of employment for the first 90 days of employment. During this time, employees may be continuously observed by their supervisors to ensure that they satisfactorily fulfill the requirements of their positions. Observations of unsatisfactory performance may be carefully evaluated and documented. Depending upon an employee's performance, it is possible that the employee may be terminated prior to the expiration of the three (3) month introductory period.
3. Completion of the introductory period may be followed by a performance review.
4. Completion of the introductory period does not imply "permanent" status, merely "regular" status.  
**THE EMPLOYMENT RELATIONSHIP CONTINUES TO BE AT THE WILL OF BOTH PARTIES SUCH THAT ALL EMPLOYEES OF CONVERSE UNIVERSITY MAY RESIGN AT ANY TIME FOR ANY REASON AND WHO MAY ALSO BE TERMINATED AT ANY TIME FOR ANY OR NO REASON.**

## K. Outside (Secondary) Employment

1. Secondary employment is defined as outside or non-Converse University employment held by an employee.
2. Secondary employment must not interfere with the employee's work performance or availability for work.
3. It is the individual employee's responsibility to notify the University of any secondary employment.
4. The employee must request approval, in writing from his/her immediate supervisor, of all proposed secondary employment. Approval is granted by the supervisor when the appropriate University Officer (Dean/Vice President in a direct line) agrees. On-going secondary employment may be evaluated at least annually by the Vice President (or the President) who approved the original request to engage in secondary employment.
5. This request will become part of the employee's personnel file.

## L. Overtime

1. Only non-exempt employees are eligible for overtime pay in accordance with the Fair Labor Standards Act (FLSA).
2. The University pays 1½ times an eligible employee's regular rate for hours worked in excess of 40 hours in any one workweek. Hours worked between 37½ and 40 in a workweek are not considered as overtime.
3. An employee is expected to work reasonable and necessary overtime when scheduled by the supervisor.
4. The supervisor may, in his/her discretion, work with the employee to adjust the employee's work schedule so that the employee does not work more than 40 hours in a workweek. If an employee's schedule is "flexed" or modified to prevent the employee from working more than 40 hours in a workweek, all adjustments must be made within the same workweek (Sunday through Saturday, not just within a seven-day period). Averaging of hours over two or more weeks is not permitted per FLSA guidelines.
5. Working more than 8 hours in a workday does not constitute overtime.
6. Fluctuating Workweek - Salaried non-exempt full-time employees whose weekly hours worked vary between 28 - 40 hours per week will receive ½ time rather than 1 ½ time for hours completed in excess of 40, according to FLSA. The Human Resources/Payroll designation will be determined in coordination with the employee's supervisor and communicated to the eligible employee.
7. Holidays, vacations, emergency closing hours, and personal leave are never credited as work time for the purpose of calculating overtime pay.
8. Non-exempt employees are not permitted to work more than 40 hours during a workweek unless the supervisor has approved additional hours in advance/prior to the employee working. Overtime work shall be authorized only when necessary. Failure to acquire authorization prior to overtime hours being completed is a direct violation of the Overtime Policy and is subject to disciplinary action.
9. Non-exempt employees who work outside of the normally scheduled business day to return calls, check email or perform other work tasks regardless of the location, or perform on their mobile devices must be compensated. These business activities should be added to the time card and must have prior supervisor approval (see Section 8 above).
10. Regardless of whether the employee received permission to work overtime as required, the employee will be paid for all overtime hours worked pursuant to the FLSA. Any employee or supervisor who knowingly falsifies a time card or who pressures an employee to report fewer hours than the employee worked is subject to disciplinary action up to and including termination.
11. Overtime pay may not be waived for non-exempt employees: the overtime requirement may not be waived by agreement between employer and employees.

## M. Parking

### Summary

The Converse University [Campus Safety](#) webpage is the governing authority for vehicle privileges and provides detailed parking policies and regulations.

Parking permits are available free of charge for Converse University employees. Employees must obtain a parking permit from the Campus Safety Office. Employees must park only in designated parking areas for Faculty/Staff or in General parking areas.

For review of the full parking policy that includes details regarding unauthorized parking in designated areas, reserved spaces, fire lanes, handicapped spaces, or in restricted zones, parking fines, and the procedure for unpaid fines, please visit the full [Converse Parking Policy](#)

## N. Personal Property

The University does not assume responsibility for the loss or theft of personal belongings. Employees are advised not to carry unnecessary amounts of cash or other valuables with them when they report to

work. Employees should take necessary precautions to protect personal items in buildings and their personal and/or University-owned or leased vehicles. The University does not accept responsibility for losses.

## O. Prohibition Against Improper Deductions

The University has a clearly communicated and company-wide policy that prohibits improper pay deductions from exempt employees' salaries. In general, exempt employees' salaries are not subject to reduction because of variations in the quality of work performed or the quantity of work performed. While seven exceptions to this rule exist under federal law (see the University's Human Resources Office if you have any questions about the general rule or the exceptions to the general rule), in general, an exempt employee will receive his or her full salary for any week in which the employee performs any work. Of course, exempt employees need not be paid for any workweek in which they perform no work. Subject to the provisions set forth above, deductions from an exempt employee's salary will not be made for time when work is not available if the employee is ready, willing, and able to work. As a general rule, if an employee who performs work for the University during the course of a week is absent at other times during the week when such absences are occasioned by the University or by the operating requirements of the business, the employee will be paid his or her full salary.

The University does not have an actual practice of making improper deductions from the salaries of exempt employees and strictly prohibits such a practice. It is the University's strong desire to pay each employee, exempt or non-exempt, the proper and appropriate pay. If an exempt employee believes that his salary has been improperly reduced, a complaint mechanism exists for employee complaints. First, the employee should contact the University's Director of Human Resources. If the matter has not been resolved to the employee's satisfaction, the employee may contact the Vice President of Finance and Business. The decision of the University's Vice President of Finance and Business will be final in matters regarding allegations of improper deductions of the salaries of exempt employees. Any employee who is found to have been subject to improper deductions will be reimbursed by the University no later than the payday following the date that the determination of the improper deduction was first made. The University will make good-faith efforts to ensure compliance with the rules concerning deductions from the salaries of exempt employees in the future. Employees who believe that such efforts are not being made are urged to contact the University's Director of Human Resources.

## P. Reporting Changes in Personal Information

All employees are expected to immediately report any changes in the following personal information to the Human Resources Department or update in the Human Resource Information System (HRIS) iSolved: name or beneficiary designation, home address, or phone information tax withholding allowances, and emergency contact information.

## Q. Reporting Improper Conduct

Converse University is committed to operating business in an ethical, honest, and lawful manner and providing a safe and productive environment for faculty, staff, students, alumni, and guests. The University expects its administrators, faculty, and staff to conduct their activities in accordance with University policies and applicable law.

If any Converse employee has reason to believe or reasonably suspects that the University or any of its agents is acting contrary to any applicable federal, state, or local laws or regulations, or contrary to any established University policy, he or she should feel welcome and encouraged to report such action or activity without fear of reprisal or retaliation. It is in the best interest of the University and the whole University community for this information to be brought forward immediately and dealt with promptly. The University will take whatever action is necessary and appropriate to address a violation of this policy.

No University employee may interfere with the good faith reporting of suspected or actual wrongful conduct; no individual who makes such a good faith report shall be subject to retaliation, including harassment or any adverse employment action, academic or educational consequence, as a result of

making a report. Retaliation against anyone bringing forward a report of suspected illegal or improper activity will not be tolerated and is, itself, against the law. Should retaliation actually occur, such an act shall be considered a serious violation of University policy and will be dealt with accordingly. Encouraging others to retaliate is also a violation of this policy.

At the same time, employees must exercise sound judgment to avoid baseless allegations. Any individual who intentionally files fraudulent or bad faith complaints pursuant to this policy will be subject to disciplinary action, up to and including termination of employment and/or legal action.

## Reporting Procedure

An employee should first discuss his or her concern with his or her immediate supervisor to allow the University to investigate and, if applicable, correct the situation or condition creating the concern. Initial inquiries will be made to determine whether an investigation is appropriate and the form that it should take. Some concerns may be resolved without the need for an investigation. The earlier a concern is expressed, the easier it is to take action.

If, after speaking with his or her supervisor, the individual continues to have reasonable ground to believe the concern is still valid, the individual should report the concern to the University's Vice President of Finance and Business. In addition, if the individual is uncomfortable speaking with his or her supervisor, or the supervisor is a subject of the concern, the individual should report the concern directly to the Vice President of Finance and Business, President, or Chair of the Board of Trustees.

If the concern was reported orally to the Vice President of Finance and Business, the reporting individual, with assistance from the Vice President, shall put the concern in writing. The Vice President is required to report promptly the concern to the President, who has specific and exclusive responsibility to initiate an investigation of all concerns. Concerns may also be submitted anonymously. Such anonymous concerns should be in writing and sent directly to the Vice President of Finance and Business. If the Vice President of Finance and Business or a direct report of the Vice President of Finance and Business is the subject of a concern, the concern should be addressed to the President of the University. If the President of the University is the subject of a concern, the concern should be addressed to the Chair of the Board of Trustees.

## Handling of Reported Violations

All reports will be promptly investigated, and appropriate corrective action will be recommended to the President if warranted by the investigation. If the President is the subject of the concern, the Chair of the Board of Trustees will promptly investigate, and appropriate corrective action will be taken if warranted by the investigation. In addition, action taken must include a conclusion and/or follow-up with the complainant for complete closure of the concern.

## R. Resignation or Retirement Notice

Each employee is requested to submit a resignation letter to his or her supervisor when the employee makes the decision to terminate his or her employment at Converse. An employee who intends to resign or retire has the responsibility of also notifying the Human Resources Department of his/her plans so that the necessary paperwork can be completed and an exit interview can be scheduled.

Notice Requirements (unless mutually agreed upon by the University and employee):

1. Non-exempt employees shall provide written notice to the University a minimum of two weeks prior to the effective date of their resignation or retirement;
2. Exempt employees shall provide written notice to the University a minimum of one month prior to the effective date of their resignation or retirement

**Failure to submit the requested written notice in a timely manner or failure to work the termination notice will cause the terminating employee to forfeit accrued but unused vacation leave. Additionally, any employee discharged by the University may forfeit all accrued but unused vacation leave.**



**Holidays, Vacation or Personal Leave that occur during the notice period will extend the notice to cover the holidays and absences or the Vacation payout will be forfeited.**

In the event of termination for any reason, pay for unaccrued vacation leave time that the employee has already taken will be deducted from the employee's final paycheck, and pay for any accrued but unused vacation leave may be added to the final paycheck up to 40 hours.

Upon the employee's last day of work, all keys to University property, uniforms, credit cards, identification cards, and University property are to be turned in to the Human Resources Office. Any payments and/or outstanding balances owed to the University may be deducted from the final paycheck. The University may withhold payment of funds owed to a terminated employee engaged in an activity involving the University until a final accounting of all funds requested by the University relative to the activity has been submitted to and reviewed by the University. These statements include, but are not limited to, financial statements, income, and expense statements, credit card statements, etc.

The University reserves the right to seek any funds owed to it by a terminated employee, first through a simple request, and that failing, through legal action.

## S. Smoking/Tobacco

Converse University seeks to provide a safe, healthy, and comfortable environment in which all members of our campus community can live and work. Converse University and The American University Health Association support the findings of the Surgeon General and acknowledge that any form of tobacco use, whether active or passive, is a significant health hazard. The Environmental Protection Agency and the National Institute for Occupational Safety and Health have both classified second-hand smoke as a known carcinogen (cancer-causing). The University realizes that a smoke and tobacco-free environment is a goal we can achieve through intentional and positive steps to ensure a healthier environment. In pursuit of this goal, Converse University has been a tobacco-free campus since August 1, 2012.

### The Policy

1. The use of any tobacco products is prohibited on all University property. "University property" includes all buildings, facilities, grounds, and spaces leased, owned, or controlled by Converse University, whether or not signs are posted. This includes, but is not limited to: buildings on University-owned land, offices, classrooms, meeting rooms, laboratories, residential rooms and apartments, elevators, stairwells, balconies, decks, restrooms, bridges and walkways, sidewalks, parking structure/areas/lots, hallways, outdoor passageways and entrances, lobbies, common areas and athletic venues, including those with outdoor fixed seating.
2. No ashtrays, receptacles, or smoking shelters will be permitted.
3. The use of tobacco products is prohibited in University-owned, operated, or leased vehicles.
4. The use of tobacco products is prohibited in personal vehicles parked on University property.
5. "Tobacco and smoking products" include all tobacco-derived or containing products, including, but not limited to, cigarettes (e.g., clove, bidis, kreteks), electronic cigarettes (Juels, etc.), vaping devices, cigars, and cigarillos, pipes, water pipes, smokeless tobacco products or substitutions (spit and spit-less, chew, pouches, snuff) or any other device intended to simulate smoked tobacco. This does not apply to nicotine replacement therapy, which is designed to assist tobacco users in quitting tobacco.
6. The sale or advertisement of tobacco and smoke products is prohibited on campus and in all University publications.
7. Enforcement of the policy is the responsibility of all members of the Converse community. Faculty, staff, and students are expected to uphold and enforce the policy for the health and safety of our campus.
8. Campus Safety Officers may issue a smoking citation with a fine of \$25 when a violation is noted.
  - a. Failure on the part of faculty or staff to abide by the policy prohibiting the use of tobacco products may result in administrative action up to and including discharge.

- b. Failure on the part of students to follow the policy prohibiting the use of tobacco products may result in a violation adjudicated by the appropriate board or administrative sanctioning, which could include but is not limited to community service, monetary fines, and/or suspension from the University.
  - c. Visitors to the campus who repeatedly violate the policy prohibiting the use of tobacco products may be asked to leave University property.
9. All campus event organizers should inform and advertise to outside groups that “Converse University is a Tobacco-Free campus.”
  10. The provisions of this policy apply 24 hours a day, seven days a week to all students, faculty, staff, visitors, volunteers, contractors and vendors unless otherwise noted.
  11. Continual violations of the policy may result in disciplinary action. Failure on the part of faculty or staff may result in administrative action up to and including discharge. Failure on the part of students to follow this policy may result in a violation adjudicated by the appropriate board or administrative sanctioning, which could include but is not limited to community service, monetary fines, and/or suspension from the University.

## T. Solicitation and Distribution

To eliminate any interference with the work of employees (unless sanctioned by the University), soliciting and/or distributing literature, including email distribution, on University property is not permitted at any time by persons not employed by the University nor by employees during actual working time.

This includes seeking payments, contributions, chances, memberships, signatures, funds, or distribution of pamphlets, handbills, folders, or other literature.

## U. Staff Council

### Mission Statement

The Converse University Staff Council serves as an advocate for staff by seeking out and responding to their ideas and concerns, representing them to the administration, and keeping staff informed of campus initiatives. Staff Council works to create a cohesive community, have a positive impact on staff culture, and promote the betterment of all.

### Purpose

Under the authority of the President of Converse University, the Staff Council has the following responsibilities:

- A. To listen to, pursue and respond to the ideas and opinions of staff employees;
- B. To convey these ideas and opinions to the University administration;
- C. To inform staff employees of issues and policies affecting them

### Statement of Values

The Staff Council supports the following core values of Converse as it carries out its mission, as well as in all of its communication with the campus community. We aspire to be a community that values the following core values:

**Excellence** drives us to achieve the best in all that we pursue; to develop competence, confidence and courage to realize full potential in mind, body, and spirit.

**Integrity** calls us to cultivate and exercise honor, character and vision in daily decisions and actions; to act honestly and justly when confronted with ethical dilemmas and life’s challenges.

**Exploration** compels us to think critically and creatively in the acquisition of knowledge and skills; to discover and enrich scholarship and research, disciplines, methods and vocations through hands on learning and leadership and through discovery, discourse and debate.

**Diversity** inspires us to embrace the different perspectives, experiences, cultures, backgrounds, talents and contributions that comprise a global society; to enhance and expand inclusivity as we build a stronger multi-dimensional community.

**Respect** leads us to value self and others, recognizing the legitimacy of individuality in belief, expression and perspective; to exercise civility, mindfulness and responsibility in words and actions.

**Community** motivates us to develop a dynamic network of relationships through a balance of work and play that nurtures the abilities of each member in order to establish a better whole; to mentor, collaborate and communicate as engaged citizens who effect positive change.

**Progress** challenges us to think strategically toward the future by employing creativity, adaptability, ingenuity and innovation; to advance and transform the world around us.

## Staff Council Standing Bylaws

### **A. Establishment**

On December 3, 1996, the Converse University Staff Council was appointed by Dr. Sandra Thomas to formulate a council to represent the staff of Converse University. The first full session of the Council began July 1, 1997 with 13 members.

### **B. Membership**

The general staff will elect Council members to terms of two years. After serving a two-year term, a member will not be eligible for reelection for a period of one year. The commencement of the terms for the various units will be staggered. The Director of Human Resources will serve as an ad-hoc member of Staff Council.

### **C. Charter of the Staff Council**

#### **Article I. Constituency**

The general staff will elect Council members to terms of two years. The staff will be arranged in three sections for the purpose of elections. In order to meet the population shifts in the staff, the Council shall reapportion itself every third year (if necessary) in the month of April, to maintain a balance of staff in each section.

#### **Article II. Eligibility for Election**

To be eligible for election to the Council a staff member must:

1. Be a permanent full-time staff member,
2. Have completed at least six months of service at the University
3. Not hold faculty status, and
4. Not be a Vice President or Dean

#### **Article III. Method of Election**

Current Staff Council will reach out to all staff requesting nominations of individuals to serve on Staff Council. After nominations are completed, the nominations will be brought to the campus community to be elected by majority vote in May of each year by all staff, including Vice-Presidents, Deans, and part-time employees. Faculty members will not participate in the process.

Voting will be conducted electronically and returned to the presiding President of the Staff Council for tabulation. The election will be verified by the Director of Human Resources. The President will contact the members-elect for their acceptance as members of the Staff Council. Announcements of election results will be made on or near May 25th of each year.

Should a section lack representation during the course of the year due to the vacancy of a council position, a special election may be held.

#### **Article IV. Officers**

The Staff Council will have a President, and a Vice President. The President and the Vice President will be elected for 2 years by the Council from among the members of the Council.

The Staff President will serve on the President's Cabinet to serve as a representative for staff.

#### **Article V. Quorum**

A quorum of the Council will consist of sixty percent of the members.

#### **Article VI. Staff Council Members**

Section 1. Council members shall be responsible to participate in all Staff Council meetings.

Section 2. Council members shall represent the University as a whole, and the unit which elected them in particular. When and where appropriate, they shall voice the concerns of their constituency, and they shall bring news of Council discussion and actions back to the same.

#### **Article VII. Powers and Functions**

Section 1. The Staff Council will be authorized to create ad hoc subcommittees from its membership to address issues relating to staff such as retention, training, benefits and recognition of the staff, to include in the membership of these subcommittees such persons as may be desired, whether members of the Staff Council or not.

Section 2. The Staff Council will act in an advisory capacity to the President of the University and the Vice President of Finance and Administration in matters relating to the staff of Converse University. It will also serve as an authorized representative of the staff in communications with the Board of Trustees, such communications to be made only with the knowledge and consent of the President of the University.

#### **Article VIII. Amendment Procedure**

A motion of amendment to the Charter of the Staff Council shall carry in the Council if, and only if, it receives the support of two-thirds of the regular members of the Council.

## V. Electronic Time Cards and Pay

All hourly and salaried staff members are required to complete time cards monthly. The Human Resources Department or the Payroll Manager provides electronic time card instructions.

**Salaried, non-exempt employees** must record hours worked and paid time off (PTO), including vacation, personal, and holiday. Overtime hours and any variation in the normal work schedule must also be indicated on the time card. In the event of a termination and at the fiscal year-end, payroll staff will assume that all available time has been used in cases of non-submission of time cards.

**Salaried, exempt staff** must record paid time off (PTO), including vacation, sick, holiday, and emergency time.

**Hourly employees** are paid for the hours recorded on their time cards. Overtime hours and any variation in the normal work schedule must also be indicated on the time card. All overtime must be pre-approved by the Department Manager prior to working overtime.

Paychecks and direct deposits are available on the 25th of each month.

## W. Work Schedule

1. The University's workweek begins at 12:01 AM Sunday and continues until 12:00 midnight of the following Saturday.
2. Salary is based on a 40 hour workweek.
3. Generally, office hours are from 8:00 a.m. to 5:00 p.m., Monday through Thursday and 08:00 am to 1pm on Friday. However, schedules may vary according to the needs of the department and the University.

4. It is the manager's responsibility to schedule and controls the hours worked and to revise work schedules consistent with department objectives and University needs.
5. The manager may schedule and require reasonable and necessary overtime work with reasonable notice to the employee. Overtime is only paid to non-exempt employees.
6. Employees cannot adjust their normal work schedule without prior approval from their supervisors. Any adjustment to a normal workweek must be indicated on the electronic timecard for non-exempt employees.
7. In fairness to all employees, employees may not bring children to their worksite unless it is an emergency. In cases of emergency, this is allowable for a minimal number of hours only.
8. Vacation, or Personal Leave taken on a Friday will be recorded as 6 hours for those employees who work the standard schedule listed above. An entire day off on Monday-Thursday should be recorded as 8.5 hours for employees working the standard schedule.

8.5 hours Monday-Thursday = 34 hours  
6 hours taken on a Friday = 6 hours  
Total = 40 hours per week

Note: Some departments work 8:30am-5:00pm Monday-Friday at 8 hours/day to total 40 hours per week.

## X. Worker's Compensation

Converse University employees are covered by applicable workers' compensation laws, which may entitle them to receive medical attention and pay in the event of an injury sustained while carrying out their assigned work duties at the University. The University assumes the cost of the benefit by providing benefits through a workers' compensation insurance policy.

In order to be eligible to receive workers' compensation insurance benefits, an employee who is injured while carrying out his/her duties at the University must file a report with his supervisor as soon as possible after the injury, preferably within twenty-four (24) hours of injury. Failure to immediately report an accident or injury may subject the employee to discipline, up to and including termination, and may subject the employee to a denial of workers' compensation benefits. In addition to reporting to the supervisor, all injuries must be reported to the Director of Human Resources (telephone extension 9029) by the employee or the supervisor of an injured employee as soon as possible, preferably within twenty-four (24) hours. The recording of an illness/Injury form can be found [Employee Incident Report](#). Failure to report the injury to Human Resources immediately could affect the employee's right to receive benefits.

### Process of Reporting Work-Related Injuries:

If an injury is serious or there is a life-threatening medical emergency, contact Campus Safety immediately 864.596.9026 and/or dial (8) 9-1-1 and proceed to be taken to the nearest emergency medical care facility.

For non-serious injuries, treatment must be obtained through the Wellness Center. If more advanced care is needed, the injured employee must visit one of our designated Occupational Care providers listed on my.converse, Risk Management section of the Human Resources page. Please note prior authorization is required. Time spent in the treatment of an injury caused by an on-the-job accident, as well as any necessarily related absence that same day, is considered work/compensable time.

If it is determined by the designated occupational care provider that the injured employee is required to miss work, then the employee will receive no pay for the first seven (7) calendar days. Earned sick leave may be used. The Worker's Compensation Carrier will begin Lost Wage Benefits after the seven-day waiting period. If absence from injury is fourteen (14) or more calendar days, pay will be retroactive to day one. No duplicate payments to employees (i.e., payments of sick leave or vacation leave in addition to workers' compensation leave) will be made.

If the treating physician requires an injured employee to work alternative duties while recovering from their injuries, the University shall make every attempt to accommodate the employee. Injured workers are required to provide work status reports from the physician to their supervisor and Human Resources after every visit.

## Y. Zero Tolerance for Violence and Weapons

Workplace violence is unlawful and is against University policy. Violent behavior will not be tolerated. Any employee who instigates or participates in workplace violence may be subject to disciplinary action, up to and including termination, and may also be subject to any applicable criminal charges. In addition, the University does not tolerate abusive or offensive comments, threats, or stalking. Any employee who instigates or participates in abusive or offensive comments, threats, or stalking may be subject to disciplinary action, up to and including termination, as well as any applicable criminal charges.

All employees, except Campus Safety Officers, are prohibited from using, displaying, or carrying firearms or any other lethal weapons on any University property. Employees or visitors carrying or possessing any weapons will be denied access to University premises. Campus Safety Officers shall only be allowed to carry or possess pre-authorized weapons on University property and shall do so in a manner that complies with all applicable laws, regulations, and University policies.

An employee who knows or suspects that an actual or potential violation of this policy should immediately report any such knowledge or suspicion to his or her supervisor or vice-president, to Campus Safety, or to some combination thereof.

## VI. Campus Technology Services

### A. Computer Systems Security

All servers (computer systems) at Converse University that have files and programs stored on them shall be considered confidential, private, and the property of the University. All users are given their own network storage space, Drive on Google Workspace, which they may use for storing document files as well as other directories assigned according to their needs.

1. Campus Technology is responsible for safeguarding the confidentiality and privacy of the programs and files on the servers and personal computers. This responsibility is to be shared by all users.
2. All faculty, staff, and students are given a unique user identification and password known only to that user. Each user will be held responsible for all activities attributed to that user identification. Therefore, no user shall share their password with others. Users are to use passwords that are difficult to guess and are to change their passwords frequently. Please refer to the Password Policy on [https://my.converse.edu/ICS/Offices/Campus\\_Technology/Policies.jnz](https://my.converse.edu/ICS/Offices/Campus_Technology/Policies.jnz)
3. The absence of security protection on a file or resource shall not imply permission to access that file or resource.
4. Everyone must ensure that all reasonable measures are taken to restrict access to files containing confidential information and that all applicable laws and standards are followed.
5. Campus Technology may implement security procedures that require users to choose passwords that are difficult to guess and can force a user to change them at a given interval.
6. Campus Technology must be notified by the Human Resources Office immediately upon the termination of an employee or by the Registrar's Office of a change in student status of any individual that has access to Converse University computer systems. This notification may allow for the deletion, disabling, or deprovisioning of the stated person's user account, thus protecting the security of Converse University computer systems and files.
7. These guidelines shall apply to all programs and data files within any computer system, whether the files belong to a student, faculty member, staff member, or any other member of the Converse University community.

8. Anyone who has knowledge of an attempt by anyone to violate these guidelines shall make known this violation to Campus Technology, who will take this information to the Vice President of Operations and Strategic Planning.
9. Any person guilty of violating the security of any files or programs shall be subject to disciplinary action by the University.

## Password Policy

**1.0. Purpose** This policy establishes conditions for use and requirements for appropriate creation and management of Converse University system passwords.

**2.0. Scope** This policy applies to anyone who has a user account with Converse University.

**3.0. Policy** In order to protect the integrity of Converse University systems and users, it is necessary to create a password that would be difficult for someone to guess in an effort to gain unauthorized access to a user's Converse University account and systems.

A password must be:

1. Changed every 180 days
2. At least eight (8) characters in length
3. At least one (1) must be numbers
4. At least one (1) must be a capital letter
5. At least one (1) must be a lowercase letter.
6. At least one (1) special character (!@#\$%^&\*)
7. It must be significantly different from the previous password.
8. It cannot be the same as the user ID.
9. It cannot include the first, middle, or last name of the person issued the user ID.
10. It should not be information easily obtainable about the user. This includes license plate, social security, telephone numbers, or street address.
11. Safeguarded by not writing it down or storing it in a public place where others might acquire it.
12. Must never be communicated in person, email, or phone conversation.

Passwords should not be shared. However, Campus Technology Services may ask users for their passwords in order to complete certain user-requested services. The request will NEVER be unsolicited. Once the service is completed, the user should change their password.

All use of a Converse University account is to be performed by the person assigned to that account.

Account owners are held responsible for all activities associated with their accounts.

**4.0. Services Changes** to passwords can be completed at any time using <https://www.converse.edu/password> . If you have lost or forgotten your password, please visit the Campus Technology Help Desk in Kuhn or go to .

## B. Electronic Communications

The University maintains standards of conduct that apply to all employees. The violation of certain standards may result in immediate suspension or dismissal. These violations include such things as the misuse of computer data, software, or electronic mail, unauthorized attempts to access or copy computerized data or software, unlawful use or copying of copyrighted materials, breach of software confidentiality and ownership agreements.

Converse University's telephone service and electronic mail are provided for the purpose of conducting University business. Personal use of telephones and electronic mail should be restricted to incidental and emergency use. Employees must pay any charges related to personal calls to the appropriate departmental administrator. Reimbursement of personal charges is required.

The University may access its electronic communications system and obtain the communications within the system, without notice to users of the system, in the ordinary course of business, when the University deems it appropriate to do so. The reasons for which the University may obtain such access include, but are not limited to maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; ensuring that the University's operations continue appropriately during an employee's absence.

The University may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The University's guideline prohibiting harassment, in its entirety, applies to the use of the University's electronic communications system. No one may use electronic communications in a manner that may be construed by others as harassment or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, genetic information, or any other characteristic protected by federal, state, or local laws.

Since the University's electronic communications system is for University business use only, the system may not be used to solicit for religious or political causes, outside organizations, or other personal matters unrelated to the University.

No one may access or attempt to obtain access to; another's electronic communications without appropriate authorization.

The proper use of electronic mail should be the subject of careful judgment. Misconduct of any kind will be met with appropriate disciplinary action. Employees found in violation of these guidelines are subject to disciplinary action up to and including termination.

## Email Signature Tools

Converse Email Signature: Converse requires official email signatures for all faculty and staff. You may choose between the Converse logo signature and the Valkyries logo signature. There are also sport-specific logos for each team. The guidelines, tools and resources can be found on the [Communications Webpage](#)

## Rave Mobile Safety - Campus Emergency Notification System

Converse utilizes the Rave Guardian Emergency Alert System in order to send urgent alerts to current Converse students, faculty, and staff. All current students, faculty, and staff will automatically receive information via their Converse email address during potential emergency situations, ranging from severe weather warnings to inclement weather delays/cancellations to more critical emergency notifications.

Converse students, faculty, and staff can also download the Rave Guardian mobile app to stay connected and receive important campus notifications, communicate with campus safety, and gain access to resources and documents you need most.

Your participation in downloading and using the app for this alert system is of utmost importance as it enables Converse to communicate with the entire campus community.

More information may be found at [Campus Safety Rave Alert System](#).

## C. Electronic Mail Guidelines

Read and follow the policies documented in *Guidelines for Acceptable Use of E-mail*. The content and maintenance of a user's electronic mailbox are the user's responsibility. Check e-mail frequently, delete unwanted messages and sent items since these messages take up disk storage and space. Never assume that you are the only one who can read your e-mail. Do not maintain anything private in your



disk storage area. If you have been alerted about a certain virus, DO NOT ATTEMPT TO TAKE RESPONSIVE ACTION YOURSELF. Instead, please notify Campus Technology immediately. This department will confirm if the virus attack is legitimate and will take all proper remedial actions.

## Guidelines for Acceptable Use of E-mail

Access to computer systems and networks owned or operated by Converse University requires adherence to University policies, the Honor Code, and applicable federal, state, and local laws. Acceptable use requires responsibility and ethical behavior. Electronic mail is provided to students, faculty, staff, and administration as a tool that facilitates educational and administrative purposes.

## User Responsibilities

1. You must not share your user ID and password with others. You are responsible for all activities that occur from your user ID.
2. You may not engage in activities that may be harmful to Converse University's computer systems. This includes, but is not limited to, propagating viruses, disrupting services, or damaging files.
3. You may not use the University's systems and networks for profit or personal financial gain.
4. You may not duplicate or transport by electronic means copyrighted or licensed software or files unless it is explicitly stated that you may do so. When in doubt, DO NOT COPY.
5. You may not use e-mail services to harass, intimidate, or otherwise annoy another person. For example, chain letters or other unsolicited "junk" mail is prohibited.
6. You should be considerate in your use of shared resources. Do not monopolize or overload the computer systems (e.g., Napster). Access priority will be given to individuals needing to complete academic and/or administrative assignments.
7. Do not send a mass email to the campus that contains items for sale.
8. All students, class, and SGA officers will be given the capability to e-mail through the global list. The information distributed should deal with these organizations' activities. Meeting times should be published on the **Campus Events Calendar**.

Converse University considers any violations of user responsibilities to be a serious offense. The University reserves the right to copy and examine any files or information on University systems allegedly related to unacceptable use. Violators of these guidelines are subject to disciplinary action and revocation of all computer privileges.

If you are found in violation of the Acceptable Use Policy issues 2, 3, 4, or 5, your user account will be locked immediately. The Chief Information Officer will notify the supervisor of any employee who is in violation of these issues. Further access to all computing resources will be denied. An appeal may be made in writing to the Chief Information Officer and the Director of Human Resources. Students who are using the University e-mail system in order to submit class assignments to a faculty member will be responsible for making alternative arrangements with the faculty member.

For other violations, a warning will be sent and kept on file. After a second offense, the user's account will be locked for thirty days. After the third offense, the user loses all access to computing resources. An appeal may be made in writing to the Chief Information Officer. Criminal activity will be reported to the proper authorities.

Criminal activities include, but are not limited to, fraud, unauthorized access, harassment, and copyright violations.

## D. Purchases for Computer Systems and Peripherals

There are many types of computer systems available, and all users do not have the same requirements. Not all computer peripherals will work with all types and brands of computers and operating systems. In addition, product applications may vary. Therefore, all Departmental requests for computer systems and/or peripherals must be reviewed by Campus Technology prior to purchase.

Compliance with this policy will enable Campus Technology to track departmental purchases for inventory purposes and schedule installations in a timely manner.

## E. Use of Software

1. It is contrary to Converse University's acceptable use policy to violate the Federal Copyright Law ([www.loc.gov/copyright](http://www.loc.gov/copyright)) by downloading copyrighted audio, video, graphics, or text materials from the Internet without proof of proper licensing arrangements.
2. Converse University has licensed copies of computer software from a variety of publishers. Licensed and registered copies of software programs have been placed on computers within the organization, and appropriate backup copies made in accordance with the licensing agreements. No other copies of this software or its documentation may be made without the express written consent of the software publisher.
3. Converse University will provide copies of legally acquired software to meet all legitimate needs in a timely fashion and in sufficient quantities for all of our computers. The use of software obtained from any other source could present security and legal threats to the University, and such use is strictly prohibited.
4. In some cases, the license agreements for a particular software program may permit an additional copy to be placed on a portable computer or home computer for business purposes. Employees shall not make such additional copies of software or documentation for the software without the approval of the University's Campus Technology Department.
5. The unauthorized duplication of copyrighted software or documentation is a violation of the law and is contrary to established standards of conduct for Converse University employees. Employees who make, acquire, or use unauthorized copies of computer software or documentation may be subject to discipline, up to and including immediate termination of employment.
6. Converse University reserves the right to protect its reputation and its investment in computer software by enforcing strong internal controls to prevent the making or use of unauthorized copies of software. These controls may include frequent and periodic assessments of software use; announced and unannounced audits of University computers to assure compliance; the removal of any software found on the University's property for which a valid license or proof of license cannot be determined; and disciplinary action including termination in the event of employee violation of this guideline.

## VII. Addendum Business Policies

### A-1 Business, Expenditure, and Travel Policy

#### Policy Overview

Converse University is committed to establishing and maintaining an environment that embraces the highest standards of ethical conduct and behavior. As stewards of its resources and reputation, faculty and staff share an important responsibility for upholding the standards of excellence that define the University and strengthen the community's trust and confidence in its integrity.

This policy has been established to ensure the best possible use of the University's resources, manage expenditures, cost-effective travel, and prompt reimbursement of those expenses incurred by University employees for University business.

Questions pertaining to the policy should be directed to your supervisor, a division Vice President, or to the Controller of Converse University. It is the responsibility of the Controller and the Vice President for Finance and Business, in conjunction with the President as needed, to update this policy.

#### Policy Scope

This policy applies to all employees of Converse University for expenses to be reimbursed by the University. It is the responsibility of each employee to comply with the Converse University Business Expense and Travel Policy. Supervisors are responsible for authorizing expenses, reviewing and approving reimbursements in compliance with the University Business Expense and Travel Policy, and verifying that the expenses are within budgetary constraints.

## **A. Cash/Expense Advances**

The following criteria must be met in order to receive a cash advance:

- Must include supporting documentation with the employee name, business purpose, and proper approval
- If the request is for a Travel/Cash Advance, documentation must include conference registration if applicable and a list of travelers in addition to the employee name, business purpose, and proper approval

Note that cash advances are not allowed for hotel reservations. These should be made using a University Corporate credit card or a personal credit card.

Advances drawn for the subsequent distribution to members of a University group (student/athletic group) should be acknowledged by each individual (i.e., the Office of Accounting and Administration should receive a form listing individual, the amount received with their signatures acknowledging receipt). In the event the vendor is paid directly for the entire group, the vendor receipt with the number of people in the group is sufficient.

In order to prevent the loss of receipts, we request that all documentation be taped onto 8 ½ x 11 paper.

For Settlement/Reimbursement, the Office of Finance and Business needs a valid check request, expense reimbursement form, or a petty cash reimbursement request (up to \$75) as soon as possible and no later than 30 days after the expense has been made. The form must include:

- Employee name, business purpose, proper approval, and if for travel or mileage, reason, and details for the trip. If a group travels, a list of names must also be included. **Expense reports lacking any of this information will be returned for correction.**
- Must include supporting evidence of expenditures (original receipts) with details. *All receipts etc., should be in English. If not in English, a translation must be provided for each item, line by line.* Note that summary credit card receipts do not constitute an original receipt (must include detailed credit card receipt).
- Any amounts left over must be returned to the University at the time of settlement. Reimbursement will be made to the employee if the business expense is more than the cash advanced, depending upon the amount.

Exceptions to the guidelines stated above require special approval. A memo detailing the exception must be approved and signed by a senior University official and submitted with the expense reimbursement request. This will provide the Office of Accounting and Administration with an audit trail for future internal and/or external audits.

In the event that an unsettled advance goes beyond 30 days and practical attempts have failed, the University may pursue other collections options. This may include reporting the amount to the IRS via W-2, along with the withholding of proper taxes.

## **B. Corporate/University Credit Cards**

The University issues corporate credit cards to individuals based on a business need. These credit cards may only be used for business expenses. The corporate/University card is the responsibility of the individual cardholder, and it is the individual cardholder's responsibility to ensure that receipts are returned in a timely manner.

The same rules/restrictions for expense reimbursements for travel, meals, and business expenses outlined in this policy apply to corporate/University credit card usage. Please refer to the Business, Expenditure, and Travel Policy A-1 for more information.

It is at the discretion of the University to revoke or cancel a University card at any time under any circumstances.

### **C. Entertainment**

Entertainment expenses include events such as theater or sporting events, whereby a business discussion takes place during, immediately before, or immediately after the event.

Entertainment records must include the date, location, type of entertainment, a description of the business reason and nature of the discussion, and the business relationship, names, and titles of those in attendance.

An original receipt must be submitted with the cash/check request for any meal or entertainment expense for cash payments. In addition to the original receipt, the following documentation is required by the IRS and must be recorded on the cash/check request:

- Names of individuals present, their titles, and company name if applicable
- Name and location of where the meal or event took place
- Exact amount and date of the expense
- Specific business reason or business topic discussed

All meal and entertainment expenses are subject to disallowance if certain criteria are not met. Therefore, it is critical that all business meals and entertainment expenses be properly documented.

### **E. Memberships**

The University may pay for individual professional memberships to organizations that do not offer institutional or corporate memberships if the employee's supervisor or the authorized signer for the employee's department approves membership.

A request for payment of a membership that does not clearly indicate an institutional membership must meet the following guidelines:

- The membership is clearly in the best interest of the University and directly relates to the job responsibility of the employee
- Institutional or corporate membership is not offered by the organization
- Publications (journals, newsletters, etc.) that are a benefit of membership should be available, whenever possible, for use by other employees in the unit.

### **F. Telephones**

#### **University Telephones**

Personal long-distance calls from a Converse University telephone should be made using a personal calling card. In the event that an employee must use a University telephone without a personal calling card, his/her department must be reimbursed for the cost of that long distance call(s).

#### **Cellular Phones**

University provided cellular phones are intended for business use only, and the detailed bills that support that use must be available for review. Employees will be responsible for reimbursing the University for any additional charges the University must incur for personal usage related to text messaging, data usage and roaming, and long-distance charges.

### **G. Meals**

Since every scenario and situation cannot be anticipated in advance, it is expected that this policy will be interpreted on a conservative basis and that each employee will exercise the same prudence as would be exercised if the employee were bearing the expense personally. All expenditures are subject to budget constraints.

#### **Allowance for Meals**

For domestic travel, the meal expense allowance is not to exceed \$35.00 per day per individual for three meals, including tips. For international travel, the meal expense allowance is not to exceed \$50.00 per day. Prescribed maximums are not to be treated collectively as per diem allowances, nor are they to

be used individually without regard to the actual and necessary expenses. If actual expenses are less than the prescribed maximum, reimbursement is allowed only for actual expenses; in the event of team or group travel, including travelers' names on appropriate receipts.

Certain cities and travel areas will be allowed reimbursements up to \$50.00 per day provided proper documentation and receipts are provided. These areas include but are not limited to:

- Atlanta
- Baltimore/DC Area
- New Orleans
- New York City
- Orlando
- Chicago

Other cities not included above require prior approval from the Office of Accounting and Business.

Alcoholic beverages and tobacco products are typically not reimbursable in ordinary business travel; however, under certain circumstances where the area's Vice President's approval is obtained prior to travel, limited reimbursements are permitted.

Within the office of Institutional Advancement and the President's Office, when the meal is with a current or prospective donor, the meal expenditure can be reimbursed in excess of the current standard rate with supervisor approval. In these circumstances, it is recommended that the daily per diem allowance should not exceed \$70 per person, including tips and alcohol.

Meals included in conference registrations, covered by other University payments, or paid by others, are not eligible for reimbursement to the traveler.

Meals that are reimbursed for an individual employee without an accompanying overnight stay are considered taxable income (IRS Publication 17, Chapter 26). As a result, employees cannot be reimbursed for meals without an overnight stay unless one of the following conditions is met:

- They are entertaining non-University employees (who must be identified on the receipt) for business purposes
- They are attending a conference in which the meal is not included in the cost of the conference
- The employee is in continuous travel status for 12 hours or more
- Athletic team travel will be also be included as an exception.

### **Tipping for Meals**

Tips included on meal receipts will be reimbursed as part of the meal expense allowance. Excessive tips (greater than 20%) will not be reimbursed.

### **Settlement/Reimbursement**

Reimbursements are to be submitted on a petty cash reimbursement request (up to \$75), an expense reimbursement form, or a check request form. Expenses must be accurately reconciled as soon as possible and no later than 30 days after the expense has been incurred. **Original** itemized receipts are required for all meals. Note that summary credit card receipts do not constitute an original itemized receipt. In order to prevent the loss of receipts, we request that all documentation be taped onto 8 ½ x 11 paper. *Reimbursement forms must list the names of the attendees, including students.* Undocumented or unexplained expenses will not be paid.

The requestor must obtain the budget officer's approval for all reimbursement requests and requests for vendor payments. Budget officer approvals require the budget officer's signature on properly prepared expense vouchers with clear signatures to comply with the necessary requirements. Improperly prepared or incomplete forms will be returned to the requestor. Budget Officers approving expense reimbursement requests are responsible for assuring compliance with the policy as well as determining what is appropriate and reasonable.

All reimbursement requests will also be reviewed by the Office of Finance and Business for compliance with the policy regardless of signatures. Requests which are not clearly within the policy or that are illegible will be returned to the requestor for discussion and follow-up. It is the burden of the employee submitting the request to ensure that the request can be read and its business purpose and attendees are clear.

Travelers must ensure that all reimbursement requests submitted for payment are approved and authorized. Approval of reimbursements submitted for payment requires that the approver:

- Be actively involved in the business purpose of the trip
- Has reviewed the reimbursement voucher and is satisfied that obligations were met
- Verifies that prices and terms are correct
- Accepts responsibility for the charge and any variances to budget

**Expenses submitted for reimbursement should be turned in as soon as possible. No reimbursements will be considered if turned in more than 60 days after being paid or incurred (30 days at year-end).**

### **Special Circumstances**

There are certain circumstances where additional guidance applies. For these unusual items, seek prior approval.

### **H. Travel**

The University will reimburse employees for reasonable and necessary expenses while away from home in the conduct of business based on IRS guidelines for an accountable plan. Away from home required that the employee is away for a period substantially longer than an ordinary workday and/or it is reasonable for the employee to spend the night.

Employees will not be reimbursed for entertainment expenses while traveling unless the expense is for a valid business purpose. Personal entertainment expenses not related to the entertainment of customers or donors are not reimbursable. Examples include sporting events, theater, in-room movies, snacks, etc.

Where feasible and appropriate, you should have the University pay pre-trip travel expenses before the trip. Eligible expenses you pay are reimbursable after the trip.

All receipts should be in English. If not in English, a translation must be provided for each line item.

Where feasible, when the University pays the cost of travel by third parties such as candidates and consultants, the department should work with the individuals in order to take advantage of University discounts and processes.

### **Spouse/Companion Travel**

A spouse or other individual may accompany an employee on a business trip at the employee's expense; Converse University will only cover the employee's expense and not the spouse/companion's expense.

### **Travel Arrangements**

Employees should make reservations (for flight and hotel accommodations) as early as possible to take advantage of advance purchase discounts. Travelers should select modestly priced accommodations and avoid expensive, "downtown" hotels.

### **Lodging**

All hotel reservations should be secured in advance when possible, using direct billing. The Office of Finance and Business will gladly assist in setting up an account for direct billing at hotels/motels that you frequent. If direct billing is not possible, the University's corporate credit card or personal credit card should be used **prior to travel**. Cash advance funds are NOT allowed for hotels. The employee can report the expense on a travel reimbursement form for reimbursement.

Trips of less than 50 miles one way from the University, or the traveler's residence, whichever is shorter, are considered local travel and do not qualify for an overnight stay unless Converse business requires attendance at an event away from Spartanburg, where attendance and travel for the event would prohibit the employee from having adequate time at his/her home to rest.

For seminars, meetings, or other group activities, reimbursement will be for no more than the published conference group rate at the host hotel.

It is the responsibility of the traveler to cancel any room reservation he/she will not be using. A record of the cancellation number should be kept in case of billing disputes.

If an employee fails to cancel a reservation in a timely fashion, he/she may be held responsible for any cancellation fees. A written explanation for any failure to cancel must be filed.

Room service, alcohol, in-room movies, snacks, and valet parking are NOT reimbursable. Reasonable cab fares will be reimbursed when no other forms of transportation are available.

#### Combining University Business Travel with Other Travel

The University will only reimburse the business portion of a trip when that trip is combined with personal vacation travel. Only receipts from the business portion of the trip must be submitted.

If the delineation between business ending and vacation beginning is unclear, expense reimbursement will be subject to the Office of Finance and Business for review and approval. They will use IRS regulations and guidelines as a basis for determining reimbursement.

#### **Standard Mileage**

**Mileage is reimbursable for business-related travel of 10 miles or greater one way. For mileage reimbursement, you must include the specific origination and destination and the purpose of the trip or trips. Note city names alone are not acceptable.**

The University will reimburse employees and students for the approved use of their personal vehicles at a mileage rate predetermined by the University. This reimbursement rate is intended to cover the costs of gasoline, oil, repairs, insurance, and other expenses. Please use the Expense Reimbursement form for reimbursement.

#### **Rental Cars**

The University encourages efficient faculty/staff travel. Rental cars have proven to be an efficient method for faculty/staff travel and should be used as the guidelines below apply.

If the round-trip University-related travel is greater than 200 miles, arrangements to rent a vehicle are encouraged. Not only is it more cost-effective for the University, but it will save the employee from accumulating miles on his/her personal vehicle.

#### **Personal Vehicles**

When travel by private automobile is chosen over commercial transportation to save time, transport equipment, or reduce costs when a number of people are traveling together to the same destination, reimbursement to the driver is made on the basis of miles traveled. The mileage submitted for reimbursement must be documented. This per-mile reimbursement predetermined by the University is intended to cover the costs of gasoline, oil, repairs, insurance, and other expenses.

When travel by private automobile is for the convenience of the traveler, reimbursement is not to exceed the cost (or the sum of the costs for more than one traveler) of round-trip coach airfare, plus the reasonable costs of ground transportation, including a rental vehicle.

The mileage allowance covers all operating costs of the vehicle (including gas and insurance); therefore, no other vehicle expense reimbursements will be made.

Tolls and fees, such as parking charges, will be reimbursed if duly noted on the submitted form. Traffic and parking violations are not reimbursable.

Travel between a person's home and the University is considered a personal commuting expense and is not reimbursed.

Per IRS guidelines, an adjunct faculty member is considered to be an employee with no regular or main place of business. Transportation between residence and classroom (campus) is considered normal commuting and is non-reimbursable. If reimbursed, the reimbursed amount must be included in the employee's W-2 earnings and taxed. Therefore, the reimbursement will come through as part of the adjunct faculty member's payroll.

### **Telephone Usage**

While traveling on University business, reasonable business phone calls will be reimbursed. In addition, reasonable calls made to one's primary residence will also be reimbursed. To minimize the additional charges added by hotels for room-telephone usage, a calling card or cell phone should be used whenever possible.

### **Settlement/Reimbursement**

Reimbursements are to be submitted on a petty cash reimbursement request (up to \$75), an expense reimbursement form, or a check request form. **Original** itemized receipts are required for all travel expenses. *Reimbursement forms must list the names of the attendees, including students.*

In order to prevent the loss of receipts, we request that all documentation be taped onto 8 ½ x 11 paper.

The requestor must obtain the budget officer's approval for all reimbursement requests and requests for vendor payments. Budget officer approvals require the budget officer's signature on properly prepared expense vouchers with clear signatures to comply with the necessary requirements. Improperly prepared or incomplete forms will be returned to the requestor. Budget Officers approving expense reimbursement requests are responsible for assuring compliance with the Meals policy as well as determining what is appropriate and reasonable.

**Expenses submitted for reimbursement should be turned in as soon as possible. No reimbursements will be considered if turned in more than 60 days after being paid or incurred (30 days at year-end).**

Please refer to the Business, Expenditure, and Travel Policy A-1 – Expenditures for more information.

#### **1. Unallowable Expenses**

Unless specifically addressed in this policy, no other expenses are reimbursable. Unallowable expenses include but are not limited to the following:

- Expenses that do not support the University's missions of education, research, and public service
- Expenses that are extreme, excessive, and/or illegal
- Expenses that represent personal recognition of Converse University employees (Faculty and Staff), i.e., costs to recognize birthdays, childbirth or adoption, weddings, anniversaries, holidays, retirement, etc. are unallowable
- Gifts to students – workers, paid for with University funds
- Personal expenses that are neither business-related nor required in carrying out an individual's job responsibility.
- Home office costs that are not part of the official arrangement
- Food for a regular faculty/staff meeting
- Expenditures that are (or will be) reimbursed from another source
- Amusement, entertainment, or social activities that are not directly connected to Converse University functions and purposes (see policy on Entertainment)
- Attendance by certain categories of faculty and/or staff at a University-sponsored fundraising event helps to serve an "advancement" function at the event. The actual cost of the meal should be the only amount billed and reimbursed. That amount may be charged as a Converse University Expense. Any contribution made on top of that amount would be a personal choice contribution paid for by the individual faculty/staff member.
- Barbers/hairdressers
- Car washes
- Child/ElderCare



- Clothing
- Coffee purchases that are not a part of a business meeting or meal
- Credit Card Delinquency fees
- Health clubs/Fitness centers
- Individual association membership fees, dues or licenses that are not directly related to the individual's position or academic discipline
- In-flight telephone charges
- In-flight or in-house movies
- In-flight cash bar
- Medications
- Parking tickets
- Personal incidentals including snacks, magazines, newspapers
- Pet care
- Room Service and in-room snacks, including mini-bar
- Shoe shines/repairs
- Souvenirs/personal gifts
- Tobacco products
- Traffic violations
- Towing charges for unauthorized parking
- Valet parking/service (unless that is the only option, as is the case for some downtown hotels)

## Expenditure Policy

### Policy Scope

This policy applies to all employees of Converse University in regard to any expenses to be incurred on behalf of the University or for which the employee expects or wishes to be reimbursed by the University. It is the responsibility of each individual employee to comply with this Expenditure Policy.

- **Expenditure and Supply Purchases**

- All purchases on behalf of Converse for supplies, materials, equipment, services, or other effects that cost in excess of \$200.00 must be preapproved by the appropriate Converse University budget officer. Furthermore, any purchase that will be made by an employee or University contractor for which the employee or contractor expects to be reimbursed by the University requires preapproval. This includes purchases for travel, conferences, meals, or other events.
- Any employee or contractor making a purchase without following these guidelines will have made an unauthorized purchase and will be subject to discipline up to and including termination.
- If any employee or University contractor fails to request and receive proper preapproval as set forth above, the employee must submit an explanation to his/her Vice President and level supervisor. If that supervisor approves the request, it will be submitted to the Vice President for Finance & Administration or the President for final approval. Payment for unauthorized purchases may become the responsibility of the person(s) that made the actual purchase, if not preapproved or subsequently ratified. To initiate a purchase, a requisition form signed by a division dean or supervisor is necessary.
- The employee initiating the requisition must furnish the following information on the requisition: an item needed, number needed, brand names, model numbers, catalog numbers, account number, and any specifications applicable such as color, size, price, vendor, and complete vendor address. The department manager's signature certifies that the item(s) is (are) needed and that the department has adequate funds to cover the expense in the budget. The requisition is forwarded to the manager's divisional Vice President or his/her designee for approval. The completed, a signed requisition is sent to the Business Office Procurement Processing, where based on the total value of the requisition, it is distributed to the appropriate person for approval. Requisitions are reviewed and approved by the CFO or designee.

## A-2 Relocation Expense Policy

At the request of the area Vice President and with the approval of the Vice President for Finance and Business and the Director of Human Resources, the University will provide reimbursement of necessary and reasonable moving expenses for new full-time staff members. Faculty requests must be

preapproved and submitted to the Provost Office. Moving expenses are limited to transporting the faculty/staff member and their immediate family to the new residence and moving ordinary and customary household goods and personal effects. The moving expense authorization and the amount must be specified in the employment offer.

Reimbursement will be processed on actual amounts, up to the specified amount. Supporting documentation, including original, itemized receipts and a completed, signed Relocation Expense Reimbursement Form, must be submitted to the Human Resources/Provost office for processing. Documentation of eligible relocation expenses must be submitted within 60 days of relocation.

For 2018 through 2025, employers **must include moving expense reimbursements in employees' wages**. The new tax law suspends the exclusion for qualified moving expense reimbursements. Items that qualify for reimbursement and are not included in the employee's taxable income are:

1. Transportation of household goods and personal effects:
  - Cost of an insured moving company
  - Cost of truck rental in a self-move situation
  - Mileage or gas (at the prevailing federal standard mileage rate for moving expenses)
  - Packing supplies and furniture pad rental
  - Parking fees and tolls while in transit
  - Car shipping cost
  - Storage charges incurred in transit and for foreign moves
2. Travel to the new household:
  - Lodging while in transit (one night at the old location & one night upon arrival at the new location)
  - Mileage or gas (at the prevailing federal standard mileage rate for moving expenses)
  - Parking fees and tolls while in transit
3. Expenses that do not qualify as moving expenses and will not be reimbursed include:
  - Real Estate expenses associated with buying/selling a house (including but not limited to: remodeling/home improvements, closing costs, mortgage fees, points, or real estate taxes)
  - Automobile registration costs, tags, or driver's license
  - General repairs, maintenance, insurance, or depreciation for your car
  - Security deposits on an apartment or utilities
  - Meal expenses incurred during relocation
  - Moving boats, recreational vehicles, or antique cars
  - Kenneling of domestic pets
  - Storage for an extended period of time after the move
  - Any expenses for which you take a business deduction
  - Additional expenses for pre-move house-hunting expenses, sightseeing, or the extra expense of taking a circuitous, scenic route
  - Expenses of entering into or breaking a lease
  - Losses from disposing of memberships in clubs

One-half the relocation expense reimbursement shall be repaid to Converse University if the faculty or staff member, for reasons within his/her control, leaves the University prior to one year of employment. Any exceptions to the above must be pre-approved by the Vice President for Finance and Business.

## A-3 Credit Card Policy

### Policy Statement

Converse University provides a Corporate Credit Card with no annual fee to certain employees whose job responsibilities require them to travel extensively. The Corporate Card provides employees with a convenient method of payment for business expenses. This policy is intended to inform employees when to use the credit card and what benefits and services the card provides. Please refer to the Business, Expenditure, and Travel Policy A1 for more information.

## Procedures

Employees who are eligible to receive a credit card are required to read this credit card policy and attend a training session. They are also required to sign the last page of this policy, indicating their understanding of Converse University with respect to the use of the card.

The credit card can only be used by the named cardholder and is not to be used by another employee. In most instances, the credit card is to be used for travel and entertainment expenses only. Please refer to the travel and entertainment section of the employee handbook for further details. Business travel or business entertainment includes, but is not limited to:

- Hotels/motels
- Meals
- Automobile fuel and rentals
- Air, cab, or transportation fare
- Conference registrations
- Parking fees

Under no circumstances should the card be used for charging personal transactions. The credit limits may vary by employee depending on the employee's position at the University. The maximum credit limit should be kept confidential and not shared with other employees.

Expenses charged to the credit card must be reconciled weekly online through Capital Bank. Employees should retain a copy of all documentation for their files. In the event of missing receipts, the cardholder is to complete a Missing Receipt Form, have the supervisor sign the form, and include it with the other documents. Loss of receipts may result in disciplinary action and/or card privileges may be discontinued.

The employee's supervisor will be required to verify all transactions with each expense online. The supervisor will ensure the transactions are business-related and the employee has supplied all required supporting documentation. The supervisor will approve the transactions online.

## Audits:

All credit card documents are subject to audits by the Business Office, external auditors, and the IRS to ensure that transactions follow and adhere to federal guidelines, intended use, and University policies and procedures.

## Disputed Charges

Disputed charges are the cardholder's responsibility. The cardholder may also seek the assistance of the Office of Accounting and Administration when dealing with disputed charges. The Cardholder must contact the vendor directly and Capital Bank at 1-877- 844- 8790. The Cardholder is expected to resolve discrepancies directly within 60 days of the error/transaction occurrence. Failure to do so may prevent the University from reversing the charges on the account.

## **Misuse or Abuse of the Credit Card**

The term "misuse or abuse" means the use of the credit card outside the employee's authorized parameters (e.g., charges in excess of the permitted limit; purchases of items of a type other than those allowed). If misuse of the card is determined at any time, the supervisor of the cardholder will be contacted, and in conjunction with the Controller, will determine if the card privileges will be discontinued. The Vice President of Finance will also be notified, who may also recommend the card privileges be discontinued. The cardholder may be personally responsible for reimbursing the University for all unauthorized purchases. This action may also result in disciplinary action.

## Lost/Stolen/Fraudulent Use of Cards

If the card is lost or stolen, or if you detect a fraudulent transaction, report it immediately.

- Contact the bank at 1-877-844-8790
- Contact the Controller's Office at 864-596-9028
- Report the transaction in question. Have the transaction number and basic information ready.
- Inform your supervisor.

## Surrendering Your Card Upon Terminating Employment

The Corporate Card is the property of the University. When you terminate your employment with the University, you must return your Corporate Card.

- Return the card to the Human Resources Department. This action must occur before you receive your final paycheck.
- The Human Resources Department will notify the Business Office that you are no longer employed by the University and will forward your card to that department.

Individuals given credit cards are held accountable for all transactions related to their cards. In the event of a cardholder's credit card reconciliation with statements not consistently being forwarded in a timely manner, suspensions or revocation of the card may occur.

Non-compliance with the Credit Card Policy or fraudulent use of the credit card may result in disciplinary action up to and the possibility of discharge.

## A-4 Time and Effort Reporting

As a recipient of federal funding, Converse University is required to comply with cost accounting requirements contained in 2 CFR 200.430 - Compensation-Personal Services, and Uniform Guidance Subpart E §200.430, for certifying time spent working on sponsored projects. The purpose of this policy is to ensure those effort certifications completed in connection with Converse University sponsored projects are accurate, reasonably reflect the actual level of effort expended on a sponsored project, and comply with sponsor requirements.

### Policy Statement

The University is committed to ensuring that effort reports completed in connection with sponsored projects are accurate. Effort reports are required when any portion of compensation is paid from a sponsored project or cost-share is committed to a sponsored project. All faculty and staff who are involved in charging salaries and wages to sponsored projects, managing sponsored projects, or completing effort reports are responsible for understanding the principles of accurate and timely effort reporting.

An effort certification should be a reasonable estimate of how time is spent. In no case can the percentage of an individual's salary charged to a sponsored project exceed the percentage of the individual's total effort expended on the project during an effort reporting period. If the percentage of total effort expended in a given effort reporting period is less than the percentage of salary charged to the sponsored project during the same period, the salary charges must be reduced via the salary redistribution process to reflect the actual effort.

Effort reports are generated for all employees (excluding those required to complete timesheets) with compensation paid from a sponsored project during the reporting period. Principal Investigators, faculty, or a person with first-hand knowledge of individual activities certifies effort reports for individuals whose salaries are charged to sponsored projects. Effort reports are generated and distributed within a reasonable time frame following the close of the reporting cycle. Certification of effort must be completed within three (3) weeks of distribution.

## Procedures

Converse University periodically certifies effort after the fact, ensuring that charges made to sponsored funds and effort expended are at least equal to the salary paid on sponsored funds. At the end of each reporting period, effort reports are generated via spreadsheets. These effort reports are verified by the business administrator and released to department or University administrators for review.

An effort report is generated only for employees who have received payments from at least one sponsored fund during the reporting period. Any significant differences between the actual effort expended and the salary distribution reported on the effort report must be documented in the notes section of the effort report and reported to the Cost Analysis staff in GCA. In addition, the department or, in some cases, the University research office staff is responsible for initiating payroll redistributions to correct the differences in order to ensure accurate reporting of effort.

For employees only paid from non-sponsored funding to report effort expended on a sponsored project (i.e., cost-share), a request to the Business services staff must be made to generate the necessary effort report(s).

## Failure to Comply

Effort reporting is a high-risk audit item because salary charges to sponsored funds are significant. Financial penalties, expenditure disallowances, and harm to the University's reputation could result from failure to provide accurate effort certifications or failure to comply with the University's effort reporting requirements. Failure to comply with this policy may result in the suspension of proposal submission privileges for the PI, suspension of work on a sponsored project, and/or disallowance of a salary cost and transfer to a departmental fund.

## A-5 COVID Policies

It is Converse's priority to promote a safe workplace and is committed to support our employees.

Current policies, guidelines and additional resources can be found on the [COVID 19- RESOURCES](#) page

## A-6 Religious Accommodation

### A. **POLICY STATEMENT**

Converse is committed to providing equal employment opportunities and a work environment that is free of unlawful harassment, discrimination, and retaliation. As such, Converse will make good faith efforts to provide reasonable Religious Accommodations and is committed to complying with all laws protecting employees' religious beliefs and practices as well as building and maintaining a welcoming and inclusive work environment.

### B. **PURPOSE**

Converse respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on Converse's business.

### C. **SCOPE**

All employees: Faculty, Staff, Graduate Assistants, and Student Employees.

### D. **DEFINITIONS AND ACRONYMS**

**Religion:** All aspects of religious observance and practice, as well as belief.

**Religious Accommodation:** A reasonable change in the work or academic environment or schedule that enables an individual covered by this Policy to practice or otherwise observe a sincerely held religious practice or belief without Undue Hardship on the University. It can also include any necessary modification to a University policy, the procedure, or other requirements for a covered individual's Religious Beliefs, observance, or practice provided such accommodation is reasonable and does not cause an Undue Hardship.

**Religious Beliefs:** Religious Beliefs include moral or ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. They include theistic as well as non-theistic beliefs.

**Religious Practices:** A religious practice is one motivated by a sincerely held religious belief, not

any secular purpose. Certain practices may have both secular and religious motivations, which may require a case-by-case inquiry as to the purpose behind the practice.

**Undue Hardship:** Imposition of more than a de minimis cost on the University's operations, which may include those requests that are costly, compromise workplace safety, decrease workplace efficiency, infringe on the rights of other employees, or require other employees to do more than their fair share of the potentially hazardous or burdensome work.

**Supervisor:** the supervisor of record or appropriate authority (examples may be President, Vice President, Chair, Dean, Manager etc.).

E. **POLICY**

Converse will provide an exemption/reasonable accommodation for employees' religious beliefs and practices, provided the requested accommodation is reasonable and does not create an undue hardship for the Converse or pose a direct threat to the health and/or safety of others in the workplace and/or to the requesting employee.

F. **PROCEDURES**

**Requesting a Religious Accommodation**

An employee whose religious beliefs or practices conflict with his or her job, work schedule, or with Converse's policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must submit a written [request for the accommodation](#) to his or her immediate supervisor. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.

**Providing Religious Accommodation**

The immediate supervisor will evaluate the request, considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available that is reasonable and that would not create an undue hardship on Converse's business. Accommodation may be a change in job, using paid leave, or leave without pay, allowing an exception to the dress and appearance code that does not affect safety requirements or other employment aspects.

Depending on the type of conflict and suggested accommodation, the supervisor may confer with his or her manager and with the Human Resource Director.

The supervisor and employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed religious accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he or she may appeal following Converse's general grievance policy.

G. **RELATED RESOURCES**

[Staff Handbook](#) to see the Harassment Policy

[Faculty Handbook](#)

[Religious Accommodation Request Form](#)

H. **HISTORY**

**Revision Date Approval Body Revision Summary**

April 27, 2021 Cabinet