

## **DISCLAIMER**

**THE CONTENTS OF THIS HANDBOOK ARE PRESENTED AS GUIDELINES FOR SOME OF CONVERSE COLLEGE'S CURRENT POLICIES, PRACTICES, RULES, AND PROCEDURES. THE HANDBOOK AND ITS CONTENTS SUPERSEDE, REPLACE, AND MAKE NULL AND VOID ALL PREVIOUSLY ISSUED, COMMUNICATED, OR DISTRIBUTED POLICIES, RULES, PRACTICES, BENEFITS OR PROCEDURES. THESE POLICIES, RULES, PRACTICES, OR PROCEDURES MAY BE CHANGED, AMENDED, MODIFIED OR DISCONTINUED BY THE COLLEGE WHEN THE COLLEGE, IN ITS SOLE DISCRETION, DEEMS IT NECESSARY, WITH OR WITHOUT NOTICE. THIS HANDBOOK DOES NOT CREATE AND SHALL NOT BE DEEMED TO CREATE A CONTRACT, EITHER EXPRESSED OR IMPLIED, BETWEEN THE COLLEGE AND ANY EMPLOYEE. NOTHING IN THIS HANDBOOK BINDS THE COLLEGE OR ANY EMPLOYEE TO A SPECIFIC OR DEFINITE PERIOD OF EMPLOYMENT OR TO ANY SPECIFIC POLICIES, PROCEDURES, GUIDELINES, WORKING CONDITIONS, OR PRIVILEGES OF EMPLOYMENT. AS AN EMPLOYEE, YOU ARE AN AT-WILL EMPLOYEE COMPLETELY FREE TO LEAVE THE COLLEGE AT ANY TIME YOU CHOOSE, AND THE COLLEGE HAS THE SAME RIGHT TO END THE EMPLOYMENT RELATIONSHIP AT ANY TIME IT CHOOSES.**

**NO SUPERVISOR OR MEMBER OF MANAGEMENT, EXCEPT THE COLLEGE'S PRESIDENT, HAS THE AUTHORITY TO BIND THE COLLEGE INTO 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 COLLEGE AND ANY EMPLOYEE MUST BE IN WRITING AND 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.**

**I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS HANDBOOK; THAT I HAVE READ AND UNDERSTAND THIS DISCLAIMER; AND THAT THIS DISCLAIMER APPEARS ON THE FIRST PAGE OF THIS MANUAL. I ACKNOWLEDGE THAT THE CONVERSE COLLEGE ADMINISTRATIVE AND STAFF HANDBOOK IS MAINTAINED IN THE COLLEGE'S HUMAN RESOURCES DEPARTMENT AND IS ON THE COLLEGE'S COMPUTER SYSTEM, AND IF I HAVE ANY DIFFICULTY IN LOCATING IT, I AM TO SEEK ASSISTANCE FROM THE HUMAN RESOURCES DEPARTMENT.**

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EMPLOYEE SIGNATURE

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DATE

# Administrative and Staff Handbook



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## THE PURPOSE OF THIS HANDBOOK

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

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

**NOTHING IN THIS HANDBOOK BINDS THE COLLEGE 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 COLLEGE AT ANY TIME YOU CHOOSE, FOR ANY OR NO REASON, AND THE COLLEGE HAS THE SAME RIGHT TO END THE EMPLOYMENT RELATIONSHIP. NO SUPERVISOR OR MEMBER OF MANAGEMENT, EXCEPT FOR THE COLLEGE'S PRESIDENT, HAS THE AUTHORITY TO BIND THE COLLEGE 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 COLLEGE 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 COLLEGE

Established in 1889, Converse College is a selective and recognized master's university in the South with a long-standing commitment to the education and advancement of women. Converse offers undergraduate programs in the liberal arts, music and selected professional areas as well as distinct coeducational graduate programs. We strive to ensure that every young woman of today knows about, and actively considers taking advantage of, the unique aspects of a Converse education.

The College's founding in 1889 was led by Dexter Edgar Converse, a Spartanburg textile magnate. Mr. Converse, along with other leading citizens of the region, felt strongly about the importance of education for women and as a result established Converse College. On October 1, 1890, the dreams of the founding fathers were realized with the enrollment of the first class.

Converse College is a community comprised of resident and commuting students, of traditional and non-traditional age, pursuing undergraduate and graduate studies. Staff and faculty are committed to advancing students for personal and professional success. With a student-faculty ratio of 10:1, and programs that emphasize individualized attention, Converse is consistently ranked in *U.S. News & World Report's* list of "Great Schools, Great Prices".

### Our Mission

The primary mission of Converse College, founded in 1889, is the liberal education of undergraduate women in a residential setting. Converse reaffirms the founders' original conviction that a small undergraduate residential college of the liberal arts is a uniquely powerful environment for developing the talents of women. As a community of scholars, where students and faculty pursue excellence and collaborate in the search for truth, Converse develops in students scholarly excellence, personal honor, confidence, 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 expands its mission by offering graduate degrees and other programs for women and men. Ultimately, graduates embody the qualities of a Converse education as they assume roles of leadership, service, and citizenship.

### Our Vision

Converse will be nationally recognized as an excellent master's university, acclaimed as a center for creative thinking and learning and a community that produces engaged citizens who effect positive change. Converse will lead in the cultivation and development of creativity across all disciplines in and out of the classroom.

### Our Core Values

The Converse commitment to creativity and the development of adaptable individuals who "see clearly, decide wisely and act justly" is guided by seven core values: excellence, integrity, exploration, diversity, respect, community, and progress. These enduring beliefs serve

as the compass for the College. They transcend time, extend across the institution and guide our actions and decisions.

## **I-A**

### **EQUAL EMPLOYMENT OPPORTUNITY EMPLOYEE SELECTION PROCEDURES**

Converse College is an Equal Opportunity Employer. The College 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 College 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 College may post position openings in the Human Resources Office, on the Human Resources page of the Converse College 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 College 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 then to notify their present supervisor of their desire to interview for the position.

## I-B

### EMPLOYMENT STANDARD

Converse College is an Equal Opportunity Employer. In accordance with the Converse College Vision, the faculty, administration and staff will provide a high-quality educational program in an environment supportive of diverse ideas. Among our most important core values are honesty, integrity, creativity, and a commitment to the liberal education of women. Therefore, it is our policy to make all employment decisions and to 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 COLLEGE ARE EMPLOYEES-AT-WILL WHO MAY RESIGN 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 College's President, has the authority to bind the College 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 College and any employee must be in writing, specify its intended duration, and be signed by the President of the College.

All new employees are employed by the College on a probationary/introductory basis for 90 days.

## II-A

### CATEGORIES OF EMPLOYMENT

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

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

Part-time Employees - Employees who work an average of 28 to 34 hours per week for a minimum of nine months per year. The average is determined from the number of hours worked during the previous 13 weeks employment. Part-time Employees may be eligible for some benefits.

Part-time, non-eligible Employees - 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 time 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. Should the administrative position cease, a faculty member with tenure may return to teaching if a position is available and has budgetary approval.

Faculty employees with both 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.

Employment with the institution is further categorized as delineated by the Fair Labor Standards Act as exempt or non-exempt. This delineation affects the manner in which employees are paid. All employees are paid monthly.

Salaried, exempt employees do not receive overtime pay. They are required to submit a monthly attendance report to the Payroll Department indicating the number of days absent from work and the reason for the absence.

Salaried, non-exempt employees are required to submit a monthly timesheet to the Payroll Department indicating the hours worked each day and any days absent from work.

Hourly, non-exempt employees are required to submit a timesheet to the Payroll Department indicating the hours worked per 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).

Each employee of the College 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 College 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 College 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 College to any specific terms or conditions of employment.**

## **II-B**

### **FLEXIBLE SPENDING ACCOUNTS**

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 benefit 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, if you do not use the expenses and cannot claim all of the benefit, you would forfeit any unused portion at the end of the year.

- **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 terms of the Plan Document shall control.

## **II-C**

### **FLEXIBLE WORK ARRANGEMENTS**

Converse College supports the principle of flexible work arrangements for its employees in order to provide for more efficient utilization of the abilities of its employees, improved service to the Converse community, and adaptable working conditions for employees. Departments are encouraged to accommodate the reasonable requests of employees for flexible work arrangements when consistent with the College's and department's objectives.

The College reserves the right to limit flexible work arrangements based upon the operational needs of the College.

#### **Eligibility:**

All full time employees except teaching faculty.

#### **Definitions:**

1. Flexible work arrangements may include flextime and telecommuting.

**Flextime:** A schedule that permits variations in 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.

**Telecommuting:** An arrangement that permits an employee to work part of a day or week from home.

2. **Core Hours:** All offices and departments are to be open and staffed for delivery of services during established standard working hours of the College and of each department.

#### **Procedures:**

1. Flexible work arrangements are entirely voluntary.

2. An employee must submit a request in writing for a flexible work arrangement to his/her immediate supervisor. The supervisor will review and consider the request in conjunction with the appropriate Dean or Vice President. The supervisor will forward an informational copy of the approved schedule to Human Resources.

3. Employees remain subject to Federal laws dealing with overtime compensation that require payment of time-and-one-half for all hours worked in excess of forty hours in the college's established workweek (12:01 a.m., Sunday through 12:00 midnight, Saturday). "Averaging" forty hours of work within the college's pay period is not permitted.

4. If an employee works more than 6 hours in a day, a one-hour lunch break is assumed; however, a minimum of a one-half hour break is mandatory. The lunch break cannot be eliminated to support a flexible work option.
5. No exempt or non-exempt (overtime eligible) employee is eligible for more than 8 hours of holiday pay per holiday. If the holiday falls on the employee's regularly scheduled workday, the employee will be credited with 8 hours of holiday pay for that day. Employees may use annual leave to maintain their hours of pay for that day or they may opt to work additional hours sometime during the work week.
6. Employees who miss work while on a flexible work agreement must record missed time based upon their flex schedule. For example: an employee who misses work on a compressed four 10-hour day schedule must account for 10 hours of work missed on a work day, not 8 as if on a regular schedule.
7. Approved flexible work arrangements may be discontinued at any time if the arrangement is determined to be ineffective, detrimental and/or unsatisfactory, based on the needs of the department.
8. If an existing arrangement is rescinded, the employee will normally be given a minimum of two weeks notice of the change.

## **II-D**

### **INSURANCE**

#### **HEALTH INSURANCE**

1. The College currently maintains a health insurance plan for eligible employees and their dependents. The health insurance plan may include medical and/or dental insurance. The College currently pays a portion of the insurance premium, with the employee contributing the balance of the cost of the premium. Employees must update coverage information annually, or as needed.
2. The percentage paid by the College, 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 sole discretion of the College. The College does not recommend specific providers within the insurance network. The College does not accept liability and shall not be liable for any services provided under the health insurance plan.

#### **LIFE AND LONG TERM DISABILITY INSURANCE**

The College currently provides Life 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 one calendar month of employment. 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.

## **II-E**

### **RETIREE INSURANCE**

*Those retirees participating in the group medical insurance plan as of December 1, 2003, will be grandfathered into the plan.*

Effective December 1, 2003, the requirements for retiree participation in the Converse College 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 service with Converse College or whose age plus number of years of service is equal to or greater than 85. Once the retiree becomes eligible for Medicare, the group health 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 (to include their dependents) then 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.

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 65. Special Retiree is an employee who is eligible for and offered an early retirement plan or phased retirement plan option by the College 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 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 terms of the Plan Document shall control.

## **II-F**

### **RETIREMENT FUND**

1. Currently, employees may participate in the College's retirement program (TIAA-CREF) if they meet each of the following criteria:
  - Complete one year of continuous service;
  - 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 teaching institution a minimum of one year immediately prior to employment at Converse are currently exempt from the one-year waiting period.

2. The retirement program is currently provided through TIAA-CREF. Participants have the option of contributing a percentage of their monthly base salary to this fund. The College may contribute a percentage of the monthly base salary for participants who contribute a minimum amount established by the College.
3. 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.
4. This plan is subject to change or elimination at any time, with or without notice, at the sole discretion of the College.

## **II-G**

### **RE-EMPLOYMENT - EFFECT ON BENEFITS**

The following benefits will not be bridged in the event of re-employment: tuition remission and exchange, vacation and sick 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 benefit information.

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

## II-H

# TUITION EXCHANGE PROGRAM

### Export Policy

#### **Eligibility:**

Converse College 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. An eligible dependent is defined as a natural born child, legally adopted child, or stepchild, unmarried, who is eligible to be claimed as a deduction on the eligible staff member's income tax return for the current year and in the tax period in which the tuition is waived. 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. The employee parent must have completed at least three uninterrupted years of 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.

Exports under the TEP are limited based upon the number of imports the College has received. The Exports and Imports must be in balance in order for the College to maintain membership in the organization without penalty or restriction. Therefore, unless the College has a surplus of export slots, a TEP export scholarship will be granted to only one student per family in any given year.

**Under the CIC-TEP there are no limitations to exports.**

To view a current list of participating institutions and other pertinent information for either exchange program, please visit their websites:

The Tuition Exchange Program, Inc. (TEP): [www.tuitionexchange.org](http://www.tuitionexchange.org)  
Council of Independent Colleges-CIC-TEP: [www.cic.edu](http://www.cic.edu)

#### **Selection, Duration, Re-application, and Exceptions:**

Because Converse must balance the number of its TEP exports with those it "imports" or enrolls at Converse, there may be a limited number of export scholarships available in any given year. When this occurs, the Converse Admissions 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 renew 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 Admissions 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 required academic and behavioral standards of the importing institution.

### **Scholarship Value:**

The host 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 CIC-TEP scholarship, the student should seek, from the host institution, cost information for which he/she will be responsible.

### **Application Process:**

Each TEP or CIC-TEP candidate must submit a completed preliminary tuition exchange application form (available in the Office of Financial Assistance) to Converse's Tuition Exchange Liaison Officer as early as possible after September 1, but **not 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.

## **Import Policy**

### **Eligibility:**

The Tuition Exchange Scholarship Program is offered to eligible undergraduate students from other Tuition Exchange, Inc. and CIC member institutions applying for full-time study at Converse College. All applicants must be certified eligible by their sponsoring institution and meet Converse admissions criteria.

### **Value of Scholarship:**

The value of the TEP or CIC scholarship is equal to Converse's tuition. Tuition Exchange scholarships may not be used for graduate courses/programs, summer school, or travel study programs at any time.

### **Selection Criteria:**

Converse will attempt to maintain a balance between the number of students it imports and those it exports. Tuition Exchange scholarships to Converse are awarded on the basis of a student's academic credentials and the number of years the student is anticipated to be in the Program. In order to remain in the Program, a Tuition Exchange scholarship recipient must maintain a minimum 2.0 cumulative Converse grade point average, adhere to the Converse Honor Code, and be current in the payment of all Converse charges not covered by the Tuition Exchange scholarship.

**Deadline of Accepting a Tuition Exchange Scholarship:**

In general, students are notified of acceptance into the Program shortly after they have been admitted and their TEP or CIC-TEP application/certification has been received. Because Converse may have a waiting list, an awardee must accept or decline Converse's offer of the scholarship by May 1. If more time is needed to make a decision, an awardee may request an extension from Converse's Tuition Exchange Liaison Officer.

**Scholarship Renewal:**

Students currently receiving a TEP or CIC-TEP import scholarship are given priority for renewing their scholarship. Each year, they must make sure their sponsoring institution's Tuition Exchange Liaison Officer submits, by November 1, their renewal Application/Certification Form for the next academic year.

**Financial Aid:**

Students eligible for Tuition Exchange scholarships are required to apply for applicable federal and/or state financial aid programs. All resulting resources designated for tuition use only will reduce the Tuition Exchange award by the same amount. When a student receiving a Tuition Exchange scholarship attends a term or program not covered by the Tuition Exchange scholarship, no other institutionally funded scholarships may be substituted for the Tuition Exchange scholarship.

**Contact Person:**

Questions regarding the TEP or CIC-TEP Scholarship Program at Converse should be addressed to Tuition Liaison Officer:

Director of Financial Assistance  
Converse College  
580 East Main Street  
Spartanburg, SC 29302

## II-I

### TUITION REMISSION PROGRAM

Tuition remission is extended to eligible faculty and staff of Converse College, and their spouses and dependents in accordance with the following provisions.

**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.**

Request for information and all Tuition Remission forms may be obtained in the Finance and Registration Center.

**Some classes and degree programs may not be covered under the program.**

#### **A. Employees**

Each full-time employee or part-time employee with benefits who has completed at least six (6) months of continuous employment may, under certain conditions, take a limited number of Converse College courses at no cost. The conditions are:

1. per Converse College policy only women employees may be admitted to the undergraduate program and earn an undergraduate degree. Graduate courses and the co-ed undergraduate summer program are open to men and women.
2. the employee has the approval of his or her supervisor *prior* to enrolling in each course. Employees in some positions on campus 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.
3. the employee takes no more than one course per term or accelerated term.
4. the employee submits a Tuition Remission form with all the appropriate signatures to the Finance and Registration Center no later than one week before the class begins.
5. the employee assumes all other course fees and expenses.

Typically, an employee may enroll in an appropriate course if there is space available and if she or he is the seventh (or higher) person to enroll 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. Employees granted enrollment in a DIS (Directed Independent Study) will be charged the cost to the College. The cost may be revised at the College's discretion.

Employees must make up the time they miss from work in order to attend a class during working hours.

## **B. Spouses of Employees and Retired Employees**

The spouse of an eligible employee who has completed at least six (6) months of continuous employment may, under certain conditions, enroll at no cost in two (2) courses per fall semester, two (2) courses per spring semester, and one (1) course in winter term and one (1) course each of the summer terms. Only women may be admitted to the undergraduate program. Men and women may be admitted to the co-ed undergraduate summer program and graduate program. The spouse must submit a Tuition Remission form with the appropriate signatures to the Finance and Registration Center and assume all other course fees and expenses. The same policies on class size and special circumstances in place for employees apply to their spouses as well.

Retired employees are individuals whose age and the number of completed years of employment with Converse College are equal to or greater than 85 or have obtained the age of 62 or more and have a minimum of ten years of service with Converse College at the time of retirement.

## **C. Dependents of Employees**

An Eligible Dependent is defined as a natural born child, legally adopted child, or stepchild, unmarried, who is eligible to be claimed as a deduction on the eligible staff member's income tax return for the current year and in the tax period in which the tuition is waived, and who meets all the admission and academic requirements of the College. Stepchildren must also have established residency on a permanent basis in the employee'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. The eligible employee must have completed at least two full years of continuous full-time or part-time (eligible for benefits) employment for the dependent to be eligible. Male dependents under the age of 25 may enroll either part-time or full-time as graduate students and in the co-ed undergraduate summer program, tuition-free, if the parent is considered an eligible employee at Converse and the College admits the student. Female dependents under the age of 25, after admission through the appropriate division, may enroll full-time or part-time as either graduate or undergraduate students at no cost for regular tuition. 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. Application for Tuition Remission Program Yearly Form is available from the Finance and Registration Center.

In the event that an individual's employment with the College is terminated during the period that the employee, the spouse, or the dependent is enrolled at Converse, the employee will immediately become responsible for prorated costs of regular tuition.

In the event that an employee is on a leave of absence from the College during the period that the employee, the spouse, or the dependent is enrolled at Converse, the employee will immediately become responsible for prorated costs of regular tuition. This does not apply to faculty on sabbatical and employees on a family medical leave absence.

In the event of the employee's death or total disability, the College 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 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 eligible for a four-year undergraduate degree at Converse only.
- 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 event must have completed the 10<sup>th</sup> 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 dependent's age of 25 years.
- All employees requesting this benefit must apply for the South Carolina Tuition Grant by May 15. Individuals who are eligible for the SC Tuition Grant, but do not apply for it or miss the deadline, will forfeit that amount in tuition discount.

## **III-A**

### **BIRTHDAY LEAVE**

Full-time 12 month employees are entitled to a paid leave day in observance of their birthday. This paid day off must be taken within the month of the employee's birthday.

An employee must have completed 30 days of employment prior to his/her birthday in order to be eligible for the paid day off.

In accordance with the College's other leave guidelines; all leave time must have prior approval by the supervisor.

Birthday leave does not accrue from fiscal year to fiscal year.

## **III-B**

### **CONVERSE LEAVE**

The College may provide Converse Leave for employees, either male or female, when the employee requires time away from work for birth, adoption or lengthy illness of an employee, spouse, child or parent. Converse Leave may be granted at the discretion of the College to Full-time and Part-time Employees who have been employed with Converse College for at least one year. The Converse Leave may be granted for one-month periods, renewable monthly, for up to a total of six (6) months, within a twenty-four (24) month period. A twenty-four month period under Converse Leave is defined as a period of twenty-four months since the first date of the most recent Converse Leave taken. The employee initiates a Converse Leave by written request to his or her immediate supervisor. A Family Leave Request Form is available through the Office of Human Resources. Authorization for Converse Leave, as provided under this Section, requires the approval of the Department Head, the College Officer over the Department, and the President. Once approved, the form is returned to the Office of Human Resources.

Full-time Employees taking Converse Leave may be paid, at the College's discretion, for up to six (6) weeks within a period of twenty-four months from the first date of Converse Leave taken, thereafter any Full-time Employee taking the Converse Leave will not be paid. Any Part-time Employee may be allowed to take Converse Leave without pay. An employee must contact his or her supervisor monthly to verify the status of the leave.

An employee requesting Converse Leave under this Section shall provide the College with as much advance notice as is practicable under the circumstances, and may be required to provide medical certification to support a request for leave because of a serious health condition. The College may further require second or third opinions, at its own expense, and a Fitness for Duty Report to return to work. The College may deny, at its discretion, Converse Leave taken under this Section if advance notice and medical certification requirements are not provided.

If an employee decides not to return to work from Converse Leave, the employee should notify his or her supervisor as soon as possible after that decision is made.

Reinstatement - An employee returning from Converse Leave 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 the leave will have no greater right to employment or reinstatement to a specific position than an employee who had been continuously employed. If the leave exceeds six months from the last day worked, the employee may be considered for the next available opening, and no guarantee of a position can be offered.

During any period that an eligible employee takes Converse Leave, the College will maintain health care coverage for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. For an approved period of Converse Leave taken without pay, an employee must pay regular payroll contributions for health care coverage before the first day of each month to the Office of Human Resources.

The maximum of six weeks paid Converse Leave for Full-time Employees may be granted only once for a period not to exceed six weeks within a twenty-four month time period beginning from the first date of the last paid Converse Leave.

The amount of paid Converse Leave is not extended if a holiday falls during the time in which the leave is taken.

### **RELATIONSHIP BETWEEN FAMILY MEDICAL LEAVE ACT (FMLA) REQUIREMENTS AND CONVERSE LEAVE**

The Converse Leave is intended to be more generous than the requirements under the FMLA. Therefore, any leave granted as Converse Leave, including any leave granted with or without pay, will be considered part of the twelve weeks of unpaid leave per year to which eligible employees are entitled under the requirements of the FMLA.

## III-C

### EMERGENCY LEAVE

1. 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 24 hours of paid emergency leave each fiscal year.

Paid emergency leave is earned on a pro-rata basis for newly hired employees. If hired after December 31, no emergency leave accrues in that fiscal year.

2. Emergency leave does not accrue from year to year. Any unused balance at the end of the fiscal year will be forfeited.
3. Emergency leave should be used for absences such as funeral leave, doctor's appointments, child/school related meetings, court hearings, legal matters, weather related absences and other emergencies. **This is not to be treated as vacation leave.**
4. Notice for the use of emergency leave should be given at least 24 hours in advance except in the case of unforeseen circumstances when notice should be given as soon as possible.

## III-D

# FAMILY MEDICAL LEAVE ACT

In accordance with the Family and Medical Leave Act (FMLA), the College offers FMLA to all eligible employees.

### ELIGIBILITY

Employees who (1) have worked 12 months of prior service, (2) have worked 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 are employed (or where at least 50 employees are employed within a 75 mile radius) are eligible for unpaid FMLA.

### CIRCUMSTANCE OF FAMILY AND MEDICAL LEAVE

**Parental Leave** - Leave needed by the employee to care for or bond with the employee's child within 12 months of the birth or placement for adoption or foster care of the child.

**Serious Family Illness Leave** - Leave needed by the employee in order to care for a spouse, child 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 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 retired list) who has a serious injury or illness or who has a pre-existing condition that was aggravated by service (1) incurred in the line of duty while on active duty for which he or she is 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, 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 condition.

An employee's on-the-job injury will usually also qualify as a serious health condition. In this instance, the College 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 the employee.

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

**Qualifying Exigencies:** Qualifying exigencies that may qualify for FMLA include: (1) short-notice deployment; (2) military events and related activities; (3) non-routine childcare and school activities; (4) non-routine financial and legal arrangements; (5) related counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) 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 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.

**Married Employee Couples** - In cases where both husband and wife work for the College, 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 College, 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 College does not grant intermittent or reduced leave schedule FMLA for the birth or placement of a child.

## **REQUESTS FOR AND 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 College 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 (meaning the same or next business day). Failure to give proper notice of the need for FMLA may result in 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 College'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.

Employees also must inform the College 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 College 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.

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 College will generally notify employees of their eligibility to take FMLA Leave. If employees are not eligible, they will be told why.

**Designation Notice** – Once we have determined whether your leave qualifies as FMLA, we will notify you of our determination with a Designation Notice.

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

**Second and Third Opinions** – The College may also require the employee to obtain a second opinion and third opinion as to the medical condition. We will let you know if such is required.

### **BENEFIT PARTICIPATION 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. Failure to pay the employee's share of the premium when due will result in elimination of coverage after thirty (30) days.

### **USE OF AVAILABLE PAID TIME OFF**

An employee may use any available paid time off, such as vacation, sick pay or personal time off, as a part of any unpaid qualified FMLA.

### **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.

### **REINSTATEMENT FOLLOWING LEAVE**

**Request for Reinstatement** - 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. Failure to do so within two (2) working days of release to work may subject an employee to disciplinary action. The employee may also be requested to provide the College with a certification from the health care provider confirming the employee's fitness to return to his/her normal duties or identify any specific limitations placed on the employee as to performing 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.

## **III-E**

### **HOLIDAYS AND HOLIDAY PAY**

1. The College recognizes a number of paid holidays each calendar year. These are specified annually in communications from the Human Resources Office. Holidays falling on Saturday are usually observed on the preceding Friday. Holidays falling on Sunday will usually be observed on the following Monday.
2. Certain holidays may be taken on the designated holiday or “floated” to another day. Details are communicated annually by the Human Resources Office on the Holiday Schedule Memorandum.
3. An employee must have completed 30 days of employment prior to the holiday in order to be eligible for any holiday pay.
4. If a holiday (or holidays when employees have more than one day off, such as Thanksgiving, Christmas, and New Year’s) 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. An employee is not eligible for holiday pay if on a leave of absence, either paid or unpaid.
5. Eligible part-time Employees are entitled to holiday pay at their regular rate of pay for scheduled work hours, if the holiday falls on their normal workday.
6. To be paid for the holiday, the eligible employee must work the scheduled work day before and after the paid holiday, unless the holiday is part of previously approved time off.

## **III-F**

### **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. However, employees appearing in court on their own behalf, as plaintiffs, or as defendants, must use available vacation leave time.

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 may be requested. The College 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.

## III-G

### LEAVE WITHOUT PAY

1. When circumstances permit, the College President may grant leave without pay to employees. A leave of absence without pay for justifiable reasons and for a reasonable length of time is available to an employee who has completed at least one year of continuous service. This one-year requirement may be waived in the case of unpaid emergency leave.
2. Leave is granted in accordance with the College's personnel guidelines on vacation leave, family leave, military leave, sick leave, and workers' compensation leave. No unpaid absence may be taken unless the employee has exhausted all vacation leave and emergency leave.
3. The employee initiates a leave without pay by written request to his/her immediate supervisor. A Leave Without Pay Request form is available through the Human Resources Office. Authorization requires the approval of the Department Head, the College Officer supervising the department, and the President. Once approved, the form is returned to the Human Resources Office.
4. Insurance coverages already in effect may be continued by employee payment of the normal payroll contributions before the first of each month for a period not to exceed six months.
5. No contribution to the retirement fund will be made by the College on the employee's behalf as this program is a function of salary earned.
6. Reinstatement - An employee returning from a leave without pay 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 the leave will have no greater right to employment or reinstatement to a specific position than an employee who had been continuously employed.

## **III-H**

### **MILITARY DUTY LEAVE**

Employees who are members of the military are eligible for unpaid leaves of absence on those days when they are required to be away from any regularly assigned duty at the College in order 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 College 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.

## III-I

### SICK LEAVE

The College provides Full-time Employees 6.67 hours of sick leave per month. Leave time for other classes of employees is further defined in the sections entitled "Summary of Leave Benefits for Full-time employees scheduled to work 9,10 or 11 months and Summary of Leave Benefits for Part-time Employees". At no time may an employee accumulate more than the maximum amount of 80 hours of sick leave. Since this is not an accrued benefit, there is no pay out at termination of employment.

Sick leave may be used only after the monthly provision is posted. Sick leave may be used for:

- illness or injury of employee or family member  
**Family member is defined as the employee's spouse, son, daughter, or parent (not parent-in-law). A son or daughter is a biological or adopted child under age 18, or one under age 18 who is supervised by the employee on a day-to-day basis. A son or daughter is also a child over 18 who is incapable of self-care because of mental or physical disability. A parent is any individual who assumed day-to-day and financial responsibility for the employee when the employee was a child.**
- medical or dental appointments, and
- an employee's disability not covered under workers' compensation.

## III-J

### SUMMARY OF LEAVE BENEFITS FOR FULL-TIME EMPLOYEES SCHEDULED TO WORK 12 MONTHS PER YEAR

#### Vacation

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

#### Emergency Leave

Eligible for 24 hours per fiscal year

#### Sick Leave

A Full-time Employee accrues 6.67 hours of sick leave per month. At no time may an employee accumulate more than the maximum amount of 80 hours. Since this is not an accrued benefit, there is no pay out at termination of employment.

#### Birthday Leave

Eligible for 1 paid leave day in observance of birthday. Must be taken during the month of the Employee's birthday.

#### Holidays

Eligible for all College paid holidays as published yearly by the Human Resources Office.

## **III-K**

### **SUMMARY OF LEAVE BENEFITS FOR FULL-TIME EMPLOYEES SCHEDULED TO WORK 9, 10 OR 11 MONTHS PER YEAR**

**Full time employees are scheduled to work a minimum of 35 hours per week.**

#### **Vacation**

Maximum of 56 hours per year accrued over 12 monthly pay periods – 4.67 hours per month. No increase is given for length of service. No carry over is allowed.

*For Administrative and Staff employees hired before July 1, 2002:*

*Maximum of 80 hours per year accrued over 12 monthly pay periods – 6.67 hours per month. No increase is given for length of service. No carry over is allowed.*

#### **Emergency Leave**

Not eligible for emergency leave days.

#### **Sick Leave**

An employee accrues 4 hours of sick leave per month. At no time may an employee accumulate more than the maximum amount of 48 hours. Since this is not an accrued benefit, there is no pay out at termination of employment.

#### **Birthday Leave**

Not eligible for birthday leave.

#### **Holidays**

Paid only for holidays which occur on scheduled work days.

Allowed time off may not be taken until after annual scheduled term of employment is completed each year.

## **III-L**

### **SUMMARY OF LEAVE BENEFITS FOR PART-TIME EMPLOYEES**

**Part-time Employees eligible for benefits are those that work 28 to 34 hours per week for a minimum of nine months per year.**

#### **Vacation**

Maximum of 32 hours per year accrued over 12 monthly pay periods – 2.67 hours per month. No increase is given for length of service. No carry over is allowed.

#### **Emergency Leave**

Not eligible for emergency leave days.

#### **Sick Leave**

A Part-time Employee accrues 2.67 hours of sick leave per month. At no time may an employee accumulate more than the maximum amount of 32 hours. Since this is not an accrued benefit, there is no pay out at termination of employment.

#### **Birthday Leave**

Not eligible for birthday leave.

#### **Holidays**

Paid only for holidays which occur on scheduled work days.

### III-M

## VACATION LEAVE

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

<b>Position</b>	<b>Length of Service</b>	<b>Amount of Vacation</b>
Vice President/Dean		160 hours (max)
Director	0-5 years	120 hours
	6 or more years	160 hours (max)
Administrative Staff	0-5 years	80 hours
	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. Refer to the "Summary of Leave Benefits for Full-time Employees Scheduled to Work 9, 10, or 11-Months Per Year and Summary of Leave Benefits for Part-Time Employees". Vacation leave may be taken only after it is earned. Vacation is not accrued during periods of extended leave greater than one month (paid or unpaid family medical leave or military leave).
3. Vacation leave may be accumulated at fiscal year end (June 30) up to a maximum of 80 hours. 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 President and/or Vice President of Finance and Administration.
4. When terminating employment, all accrued vacation leave (maximum of 80 hours) may be paid, as well as any vacation earned but not used during the current fiscal year through the date of termination, subject to the requirements described in the Resignation or Retirement Notice policy. Payment of any unused or accrued vacation is made according to the regular pay schedule. Upon termination, it will be assumed that all available vacation hours have been exhausted if the employee fails to submit monthly timesheets to the Payroll Department.
5. 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 is exhausted.
6. Vacation leave normally requires a reasonable advance request to the supervisor who approves or disapproves the request based on department operating needs and other requests from employees within the department.

## **III-N**

### **WEATHER RELATED ATTENDANCE**

1. If Converse College is to be closed due to inclement weather, WSPA-AM and WSPA-TV Channel 7 will be notified. Announcements will also be posted on the Converse Weather Line at 583-4448 and the Converse website.
2. If the College is officially closed during severe weather or other emergencies, members of the administrative staff and support staff will not be expected to come to the campus and absences will not be counted against accrued vacation time. This applies only to employees scheduled to work. Employees who are not at work due to a scheduled vacation day, sick leave, or emergency leave will be required to use accrued leave in the event that the College is officially closed. Hourly employees will be paid only for time worked.

However, if it is necessary for the College to be closed for more than two days in any given fiscal year, a designated time may be specified by the appropriate Dean/Vice President to make up work which has been missed, and employees will be expected to be on campus at that designated time or have their absences counted as vacation time.

3. In the event that the College is not closed but an employee is unable to come to work, the employee should notify his/her immediate supervisor. Emergency leave time (or vacation leave, in the event that the employee does not have any accrued emergency leave) may be used to compensate for time off.
4. Employees considered critical to the operation of the College are expected to report to work in severe weather. Campus Safety Officers are classified as critical to the operation of the College. If other position classifications are designated as critical, employees will be informed by their supervisor.

## IV-A

# CONFLICTS OF INTEREST

The following sets forth the official policy of Converse College (“the College”) 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 College 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 College, or (2) may receive a material benefit, financial or otherwise, from knowledge or information confidential to the College.

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 so as to avoid or minimize conflicts of interest and must respond appropriately when a conflict of interest arises. Any Employee 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 President of the College, the Vice President of Finance and Administration, 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

facts. In the case of the President of the College 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 Administration, 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 for special reasons the Board of Trustees or the administration requests information or interpretation. 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 College.

## **IV-B**

### **CONSENSUAL RELATIONSHIPS**

The preservation of an atmosphere of trust, academic freedom, and respect for all members of Converse College 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 make such relationships unwise, unethical, and inappropriate. In those cases where there are inappropriate relationships, as described above, the College 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 College, up to and including termination.

## IV-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 COLLEGE 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. All new employees are employed by the College 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 College 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 make an appeal, on a timely basis, through the grievance procedure.
3. It is not possible to list every conceivable action or event or set of circumstances for which an employee may be disciplined or discharged, particularly in an academic community such as Converse College. 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 of 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 College'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 College property without permission;
  - damaging property belonging to or entrusted to the College;
  - violation of the College'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 College's Harassment policy;
- violation of the College's Solicitation and Distribution guidelines;
- excessive or unauthorized absenteeism or tardiness;
- using excessive or abusive, profane, obscene, or derogatory language;
- misusing the College's work-time, funds, equipment, or property;
- failure to repay money owed to the College; 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 length of administrative leave will be determined by the College.

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 College.

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

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.

## **IV-D**

### **HARASSMENT**

Harassment disrupts the environment the College seeks to maintain. The College is committed to maintaining a working and learning environment which is free from harassment. The College 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 College, 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 protections 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 exploitive 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 to other inappropriate conduct will be subject to disciplinary action up to and including termination. Any student who subjects another to harassment or to other inappropriate conduct will be subject to disciplinary action, including the possibility of suspension or expulsion from the College. It is the responsibility of the College to make the intensely fact-specific determination of whether

harassment actually has occurred, and to 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 College 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 College also prohibits retaliation against 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.

## **IV-E**

### **PERFORMANCE MANAGEMENT PROCESS**

Performance evaluations are an integral part of the College'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 College 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 on-going, informal observation and constructive criticism of performance.

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:

- 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 College's service expectations.

## **IV-F**

### **SERVICE EXPECTATIONS**

It is the policy of Converse College to encourage and expect each employee of the College 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.*

## IV-G

### SOCIAL MEDIA

Social media sites such as Facebook, Twitter, YouTube, Flickr, and MySpace are powerful communication tools that have a significant impact on organizational and professional reputations. They often blur the lines between personal voice and institutional voice. Converse College has adopted the following policy to help employees participate online in a respectful, relevant way that protects both the College's and the employee's reputation and follows the letter and spirit of the law.

The same laws and professional expectations for interacting with students, parents, alumni, donors, media, and other college constituents apply online just as they do in the real world. Employees are accountable for anything they post to social media sites.

Violations of this policy may result in disciplinary action up to and the possibility of termination.

#### **GUIDELINES FOR USE OF SOCIAL MEDIA SITES, INCLUDING PERSONAL SITES**

**Be transparent:** When making a post that is relevant in some way to your position at the College, be clear about your role at Converse. If you have a vested interest in what you are discussing, be the first to say so.

**Protect confidential and proprietary information:** Do not post confidential or proprietary information about Converse College, students, employees, or alumni. Employees must follow applicable federal requirements such as FERPA and HIPAA, as well as NCAA regulations. Adhere to all applicable college privacy and confidentiality policies.

**Respect copyright and fair use:** When posting, be mindful of the copyright and intellectual property rights of others and of the College.

**The use of the Converse College name or logos for endorsements is prohibited:** Do not use the Converse College logo or any other college images or iconography on personal social media sites. Do not use Converse College's name to promote a product, cause, or political party or candidate.

**Post meaningful, respectful comments:** Please do not post remarks that are off-topic or offensive. When disagreeing with others' opinions, keep it appropriate and polite.

**Strive for accuracy:** Verify that you have correct facts before posting them on social media. Review content for grammatical and spelling errors. If you write about other organizations or people, make sure you have the facts straight and have appropriate permissions. This is especially important if posting on behalf of the College in any capacity.

**Consider all audiences who could see your post:** Privacy does not exist in the world of social media. Be aware that posts are or easily can be made available by forwarding or copying to the public at large, including prospective students, current students, your supervisor and colleagues, and your peers. Additionally, search engines can turn up posts years after they are created (and even deleted). Consider the impact your post may have on members of the College's constituent groups, and how it may reflect both on you and the College before publishing. If you are unsure about posting something or responding to a comment, ask your supervisor for guidance or contact the Office of Communications.

**Terms of Service:** Obey the Terms of Service of any social media platform employed.

## **CONVERSE COLLEGE PRESENCE ON SOCIAL MEDIA SITES**

Employees who make official posts on behalf of a College department must adhere to the following guidelines in addition to all statements listed above:

**Notify the Office of Communications:** Departments that have a social media page or would like to start one should contact the Office of Communications. The communications team is tasked with insuring the image and branding of the college is maintained consistently.

**Acknowledge who you are:** If you are representing Converse College when posting on a social media platform, acknowledge this.

**Have a plan and commit to frequent maintenance:** Departments should consider their messages, audiences, and goals as well as a strategy for keeping information on social media sites up-to-date. Social media success demands frequency of posts –if your department decides to launch a social media presence you must be committed to maintaining frequent updates, otherwise, the effort could reflect more negatively than positively in the eyes of your audience. For help in developing a plan to monitor your posts, contact the Office of Communications.

**Link back to the Converse Website:** Whenever possible, link back to the Converse College website. Ideally, posts should be very brief, redirecting a visitor to content that resides with the Converse College web environment (news story, department page, calendar event listing, etc.).

**Protect the institutional voice:** Posts on social media sites should protect the college's institutional voice by remaining professional in tone and in good taste. No individual department should construe its social media site as representing the College as a whole. Consider this when naming pages or accounts, selecting a profile picture or icon, and selecting content to post. Names, profile images, and posts should all be clearly linked to the particular department rather than to the institution as a whole.

## V-A

# **AMERICANS WITH DISABILITIES ACT (ADA) GUIDELINES**

The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination based on disability in all employment practices. In compliance with the ADA, the College provides reasonable accommodations for employees or applicants for employment with disabilities in order to afford equal employment opportunity to qualified individuals.

A qualified individual with a disability is entitled to receive "reasonable accommodation," if such accommodation is needed to perform the essential functions of his or her job and does not cause an undue hardship on the College. An individual requiring such reasonable accommodation may request the same by contacting his or her immediate supervisor or the Office of Human Resources.

An individual who requests an accommodation may be asked to provide a statement from a physician or other health care professional explaining the individual's functional limitations. The College, at its discretion, may require a medical examination or medical inquiry by a health care professional it chooses to confirm the individual's functional limitations.

When appropriate, the College, on a case-by-case basis, will make reasonable accommodations to qualified individuals with disabilities, provided the accommodation does not cause an undue hardship on the College or cause a direct threat to the health and safety of the individual or others.

## **V-B**

### **BACKGROUND INVESTIGATION**

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

### **CRIMINAL BACKGROUND INVESTIGATION**

#### **Policy**

Converse College is committed to hiring qualified employees and for providing a safe and secure work environment for our students and employees. To that end, criminal background checks will be conducted on persons to whom job offers are made for faculty and staff positions, and certain student workers at Converse College. This policy applies to all candidates selected to fill a position and scheduled to assume their new employment duties on or after the policy is adopted. Background checks will be conducted on certain individuals who are being considered as rehires. Individuals who have a lapse of employment for one year (rolling calendar year) or greater from the last day worked, will undergo a background check. Student workers working with or having access to children less than 16 years of age must undergo a criminal background check. A background check may be requested on other student workers as determined by the department head. Such requests must be non-discriminatory in nature. Under this policy, a criminal background check may be required for internal employees changing jobs at the College on or after January 1, 2007 due to a promotion, lateral, or demotion transfer. A motor vehicle report may be required on all employees operating a Converse College vehicle, including those hired prior to January 1, 2007.

Exclusion: Adjunct faculty who do not teach on the campus are not covered under the policy.

#### **Procedure**

The State Law Enforcement Division and/or an outside vendor with whom the College has contracted, hereafter referred to as the Background Investigator, working with a Human Resources staff member will conduct the criminal background checks.

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 or not there is any criminal conviction that could affect the hiring decision.

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, an offer of employment may be rescinded or employment terminated. Additionally, he/she may be disqualified from employment for any other position in the future at the College. If a conviction is detected in the background check, 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.

## V-C

# CAMPUS SIGNAGE

This policy provides general guidelines for signage on the Converse College 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 college 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 which allows access to building areas by all persons, regardless of disability, including wheel chair 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.

#### 1.0 SIGN CONTENT APPROVAL

Department-specific signs must be approved by the department head, and then submitted to the Facility Planner for approval before production.

## **1.1 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.

## **1.2 SIGN INSTALLATION**

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

## **1.3 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."

## **1.4 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.

## **1.5 BANNERS**

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

## **1.6 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.

## **1.7 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**

## **2.0 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. Sign will be painted with clear coat. Size of the Goudy font is determined in accordance with letter visibility chart (Appendix A) and/or size of sign.

### **2.1 EXTERIOR BUILDING IDENTIFICATION**

- a) 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 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 College logo should be at the top, followed by the name of the building. Size of the font is determined in accordance with the letter visibility chart (Appendix A) and size of sign.
- e) Other signs are permitted on the exterior of the building, only with prior approval from the Facility Planner.

### **2.2 TREE SIGNS**

Award and dedication signs for trees will be 4”x 6” aluminum or bronze plaque with 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. Any deviations from the design standard of a particular building must be approved by the Facility Planner.

### **3.0 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 will not fit next to the latch side of 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 in close proximity, 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 of building surfaces shall be included in the project.
- f) When the sign will not fit near the corresponding door in the above configurations, contact the Facility Planner.

### **3.1 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.

### **3.2 ROOM IDENTIFICATION**

- a) Office signs should follow the building standard if one is already established, and otherwise should 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 "Grip-a-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 have a sign listing the rooms they lead to.

### **3.3 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.

### **3.4 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 in 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.

### **3.5 DONOR RECOGNITION PLAQUES**

Converse College recognizes the generosity of its financial donors with donor recognition plaques. Plaque design and placement should be coordinated through the Facility Planner to insure a unified appearance that is appropriate to the space in which it is displayed. The Facility Planner will coordinate with the Office of Development regarding any specific requirements

associated with the donation. The present standard is for plaques to be made of bronze, corian, glass, metal or wood. Donor recognition signs should meet sign standards for size, type and font.

### **3.6 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"	<b>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</b>	15'
3/4"		18'
7/8"		21'
1"		24'
1 1/4"		30'
1 1/2"		36'
1 3/4"		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'
24"	240'	1000'
30"	300'	1250'
36"	360'	1500'
42"	420'	1750'
48"	480'	2000'
54"	540'	2250'
60"	600'	2500'

**V-D**

## **CONFIDENTIALITY**

Many employees will have occasion to come in contact or to deal regularly 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.

## V-E

### DOCUMENT RETENTION

The records of Converse College and its subsidiaries (hereafter the “College”) are important assets. College 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 College 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 College to penalties and fines, cause the loss of rights, obstruct justice, spoil potential evidence in a lawsuit, place the College in contempt of court, or seriously disadvantage the College in litigation.

The College 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 College informs you, that College 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 Administration.

From time to time the College establishes retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to 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 the application of the general guidelines affecting document retention identified above, as well as 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 College 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, information contained on computer disks, databases, or electronic file systems, e-mail, electronic images or other informational material, regardless of physical or electronic form, whether a duplicate or original, that is created, maintained, stored or received as part of the business of the College.

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

## **Student Records**

State and federal statutes require the College to keep certain records pertaining to student admission, academic, financial aid and other records maintained by the Office of the Registrar. The College should also keep any correspondence relating to students written to or from the College 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 College'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 College to keep certain recruitment, employment and personnel information. The College should also keep personnel files that reflect performance reviews and any complaints brought against the College or individual employees under applicable state and federal statutes. The College 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 College. Faculty, tenure, assessment, and promotion documents shall be stored, retained, and destroyed in accordance with the provisions of the Converse College Faculty Handbook.

## **Board and Board Committee Materials**

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

## **Press Releases/Public Filings**

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

## **Legal Files**

The Vice President of Finance and Administration 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 College 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 College and are protected as a trade secret where the College:

1. Derives independent economic value from the secrecy of the information; and
2. The College has taken affirmative steps to keep the information confidential.

The College 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 College should be retained. The College 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 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 of Finance and Administration who is in charge of administering, enforcing and updating this policy.

## **V-F**

### **DRUG-FREE WORKPLACE**

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

#### **ALCOHOL**

Converse College recognizes that the use of alcoholic beverages is ultimately a matter of personal decision and, therefore, seeks to provide a social atmosphere on campus which develops individual responsibility and mutual respect. At all times the College 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 College, including without limitation refraining from furnishing alcohol to minors.
2. No alcoholic beverages may be kept or consumed on the premises of Converse College with the following exceptions:
  - a. Beer and wine may be sold and consumed as designated in Valkyries Station regulations.
  - b. Beer and wine may be sold and consumed during special functions with a license to sell from the state of South Carolina.
  - c. 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 College 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 that is offered to employees who are enrolled in the college's Long Term Disability Plan.

## **V-G**

### **EMPLOYMENT OF MINORS**

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

The Vice President for Finance and Administration 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, typewriters, and personal computers.
  
- C. Hours scheduled to work per day/per week

**V-H**

## **EMPLOYMENT OF RELATIVES NEPOTISM**

Converse College permits members of the same family to work at the College. The College may not, however, consider or accept employment applications from individuals whose employment would result in a possible conflict of interest or in 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 co-habitant.

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

## V-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 to the concerned parties a copy of the Grievance Committee Guidelines. 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 Administration (who is in charge of compliance with Federal regulations), if not subject of complaint, or President appoints the third, who will be Chair; or

(ii) For Faculty: The President of the Faculty Senate (if not subject of 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 will 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 College unless the President is subject of 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 College or the President’s designee will have 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 College 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 confidentiality of all members of the academic community will be respected in both informal and formal procedures. The College prohibits any kind of retaliation against any person who, in good faith, brings a complaint to the attention of the College. All complaints will be kept confidential to the fullest extent possible.

## 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 insure 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 COLLEGE MAY RESIGN AT ANY TIME FOR ANY REASON AND WHO MAY ALSO BE TERMINATED AT ANY TIME FOR ANY OR NO REASON.**

## **V-K**

### **OUTSIDE (SECONDARY) EMPLOYMENT**

1. Secondary employment is defined as outside or non-Converse College 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 College 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 College Officer (Dean/Vice President in 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.

## V-L

### OVERTIME

1. Only non-exempt employees are eligible for overtime pay.
2. The College pays 1½ times an eligible employee's regular rate for hours worked over 40 in any one workweek.
3. Even though an employee may work more than 8 hours in a work day, the supervisor can adjust the employee's work schedule so that he or she does not work over 40 hours in that workweek. The supervisor may at his/her discretion approve flexible time as a way of adjusting an employee's work schedule. The supervisor and employee must determine when time is to be taken.
4. Holidays, vacation and sick leave are never credited as work time for the purpose of calculating overtime pay.
5. Eligible paid employees earn holiday pay as follows:
  - If an employee works a scheduled holiday he/she will earn 8 hours base pay plus 8 hours holiday pay.
  - If an employee takes the actual holiday (or another approved day for the scheduled holiday) he/she will receive only 8 hours pay for the actual holiday.
6. An employee is expected to work reasonable and necessary overtime when scheduled by the supervisor. Extra hours worked between 37½ and 40 in a week are not considered overtime.
7. Non-exempt employees will not receive overtime compensation for working late or reporting to work early, or working during their lunch period, regardless of whether such extra hours result in the non-exempt employee working more than 40 hours in the applicable week.

## **V-M**

### **PARKING**

The Converse College Campus Safety Office's publication "Your Guide to Traffic and Parking Regulations" is the governing authority for vehicle privileges and provides detailed information on parking policies and regulations.

Parking privileges are available free of charge for Converse College 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.

Unauthorized parking in designated areas, reserved spaces, fire lanes, handicapped spaces, or in restricted zones will result in a parking fine, the vehicle being "booted", and/or having the vehicle towed at the employee's expense.

Fines may be paid at the Finance and Registration Center.

Non-payment of parking tickets owed to Converse College may be cause for disciplinary action.

Parking permits must be surrendered upon termination of employment with Converse College.

**V-N**

## **PERSONAL PROPERTY**

The College 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 in their personal and/or college owned or leased vehicles. The College does not accept responsibility for losses.

## **V-O**

### **PROHIBITION AGAINST IMPROPER DEDUCTIONS**

The College has a clearly communicated and company-wide policy that prohibits improper pay deductions from the salaries of exempt employees. In general, salaries of exempt employees 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 College'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 College during the course of a week is absent at other times during the week, when such absences are occasioned by the College or by the operating requirements of the business, the employee will be paid his or her full salary.

The College 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 College'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 College'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 Administration. The decision of the College's Vice President of Finance and Administration 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 College no later than the payday following the date that the determination of the improper deduction was first made. The College 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 College's Director of Human Resources.

**V-P**

## **REPORTING CHANGES IN PERSONAL INFORMATION**

All employees are expected to report any changes in the following personal information to the Human Resources Department immediately: name or beneficiary designation, home address or phone information, tax-withholding allowances, and emergency contact information.

## V-Q

### **REPORTING IMPROPER CONDUCT**

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

If any Converse employee has reason to believe or reasonably suspects that the College or any of its agents is acting contrary to any applicable federal, state, or local laws or regulations, or contrary to any established College 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 College and the whole College community for this information to be brought forward immediately and dealt with promptly. The College will take whatever action is necessary and appropriate to address a violation of this policy.

No College 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 act shall be considered a serious violation of College 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 College 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 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 College's Vice President of Finance and Administration. 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 Administration, President, or Chair of the Board of Trustees.

If the concern was reported orally to the Vice President of Finance and Administration 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 Administration. If the Vice President of Finance and Administration or a direct report of the Vice President of Finance and Administration is the subject of a concern, the concern should be addressed to the President of the College. If the President of the College 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.

## V-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 College and employee):

- (1) Non-exempt employees should provide written notice to the College a minimum of two weeks prior to the effective date of their resignation or retirement;
- (2) Exempt employees should provide written notice to the College a minimum of one month prior to the effective date of their resignation or retirement

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

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.

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

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

# SMOKING

Converse College and The American College 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 that second-hand smoke is a known carcinogen (cancer causing). Converse College realizes that a tobacco-free environment cannot be attained simply or immediately, but we can take some positive steps to ensure a healthier environment. Additional research has shown that promotion of tobacco/smoke-free environments can lead to a substantial reduction in the number of people who smoke, the amount of tobacco products used, and the number of people exposed to second-hand smoke. Converse College's goal is to provide a safe, healthy, and comfortable environment in which all members of our campus community can live and work. The intention of this policy is to respect the rights of both those who use tobacco products and those who do not use tobacco products. Converse will also provide our faculty, staff, and students with tobacco education, prevention, and cessation information.

The policy listed below does allow for smoking and use of tobacco products outside of most buildings on our campus. We do not permit the use of these products near doorways or main walkways.

Smoking is prohibited in Converse owned or leased buildings or vehicles. In addition, it is prohibited in all non-fixed seating areas on campus such as concerts, college receptions and outdoor sporting events. It is the expectation that smoking not occur in the parking lots or walkways as there are not ashtrays present and non-smokers will be unable to avoid the second-hand smoke. It is not permissible for students, faculty, staff, or guests to smoke at the entrances of buildings.

Smoking is permitted outdoors only where ashtrays are present. It is expected that tobacco residue/trash be placed in assigned containers. Ashtrays are available at the following locations:

- On the walkway under the covered wing between Mickel Library and Carmichael Hall
- In the gazebo behind the Weisiger Center
- On the patio to the right of the entrance of Dexter Hall
- At the Tom Reeves Garden Bench, on the walkway between Montgomery and Kuhn (near Dexter)
- In the covered walkway between Pell and Wilson Hall
- On the lower outside patio of Montgomery, near the exterior pool entrance
- On the lower outside patio facing the inner quad area at Blackman Hall and on the Stalnaker Patio
- On the lower outer terrace of Williams and Belk Halls
- On the brick patio near the Gwathmey Gardens
- On the second and third floor porches of Cudd Hall (not on the first floor porches which are entrance doorways )

- On the outer two benches near Twichell, but away from the doorways
- On the loading dock outside of Gee Dining Hall (at the base of the steps)
- On the back area of the Facilities building away from the doorway and walkway
- For certain events smoking may be permitted by prior approval of the Tobacco Use and Regulation committee.

The sale or advertisement of all tobacco products or their use shall be prohibited on Converse College's campus and in all publications. All members of the Converse community, including visitors and vendors working on this campus, are expected to comply with this policy. This policy relies on the consideration and cooperation of tobacco users and non-users. The hosts of events involving the public are responsible for informing their patrons of the nearest smoking area and enforcing this policy. This communication can come in the form of an announcement or written inclusion in the program.

This policy will be enforced by the Converse community through mutual respect.

Failure to follow this policy by members of the Faculty and Staff may result in disciplinary 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 College.

**V-T**

## **SOLICITATION AND DISTRIBUTION**

To eliminate any interference with the work of employees, (unless sanctioned by the College) soliciting and/or distributing literature, including email distribution, on college property is not permitted at any time by persons not employed by the College 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.

## V-U

### STAFF COUNCIL

#### Mission Statement

The Converse College Staff Council acts as a liaison between the staff and the Administration and Trustees of the College, providing a voice on college-wide issues from the staff perspective.

The Staff Council represents the employees who do not hold faculty status. The Staff Council provides a forum for discussion of employee issues related to training, benefits, communications, leadership and the advancement of the College.

#### Goals and Strategies

##### Liaison

- Provide a workable channel of communication between Converse staff and the Administration and Trustees
  - channel ideas, suggestions, and/or concerns relating to staff and
  - receive information from the administration to pass on to staff

##### Communication

- Share information relating to the College community
  - campus events
  - interaction between departments
  - personnel within each department
  - leadership
- Exchange ideas

##### Teamwork

- Provide avenue for problem solving and conflict resolution
- Foster support for individual goal setting
- Avoid duplication of efforts within the College community
- Establish system of database management between departments
- Offer suggestions to improve office and/or administrative procedures

##### Training

- Share knowledge
- Establish a system of in-house training
- Establish a source for external training
- Expand the knowledge and capabilities of the staff
- Support advancement opportunities

##### Mutual Support

- Acknowledge accomplishments
- Focus on contribution and service
- Promote support among staff members in each area of the College
- Promote support of staff members by Administration

**V-V**

## **SUMMER WORK SCHEDULES**

At the discretion of the College, the following summer work hour schedule may be established for some offices:

Monday – Thursday	8:00 a.m. – 5:00 p.m
Friday	8:00 a.m. – 1:00 p.m.

Vacation, Emergency, or Sick Leave taken on a Friday will be recorded as 6 hours for those employees who work the above schedule.

Supervisors, at their discretion, may adjust employees' work schedules in order to provide appropriate coverage to accommodate the needs of all offices on Friday afternoons.

**V-W**

## **TIMESHEETS AND PAY**

All hourly and salaried staff members are required to complete timesheets monthly. The proper way to complete timesheets is provided with the timesheets.

**Salaried, non-exempt employees** must record hours worked and paid time off (PTO) including vacation, sick, holiday, and emergency time. Overtime hours and any variation in the normal work schedule must also be indicated on the timesheet.

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 timesheets.

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

**Hourly employees** are paid for the hours recorded on their timesheet. Overtime hours and any variation in the normal work schedule must also be indicated on the timesheet.

Employees are sent an e-mail reminder each month when timesheets are due. The timesheet should be completed, signed by the employee and supervisor, and then forwarded to the Payroll Office.

Paychecks are issued on the 25<sup>th</sup> of each month with the following exception: If the 25<sup>th</sup> is on a weekend or holiday, paychecks will be issued on the last working day prior to the weekend or holiday.

## **V-X**

### **WORK SCHEDULES**

1. The College's workweek begins at 12:01 AM Sunday and continues until 12:00 midnight of the following Saturday.
2. Pay is based on an 8-hour workday. Extra hours worked between 37½ and 40 in a week are not considered overtime.
3. Generally, office hours are from 8:30 a.m. to 5:00 p.m., Monday through Friday. However, schedules may vary according to the needs of the department and the College. If any change is made to office hours during the non-academic year (June through August), a summer schedule will be published to all employees by the Human Resources Office.
4. It is the manager's responsibility to schedule and control the hours worked and to revise work schedules consistent with department objectives and college needs.
5. The manager may schedule and require reasonable and necessary overtime work with reasonable notice to the employee.
6. Employees cannot adjust their normal work schedule without prior approval from their supervisor. Any adjustment to a normal workweek must be indicated on their leave time sheets.
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.

## V-Y

### WORKERS' COMPENSATION

College employees are covered by applicable workers' compensation laws, which entitle them to receive medical attention and pay in the event of an injury sustained while carrying out their duties at the College. The College 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 College must file a report with his supervisor as soon as possible after the injury, preferably within twenty-four 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.

#### Process of Reporting Work-Related Injuries:

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

For "Band-Aid" type injuries—very minor injuries requiring simple first-aid—treatment may be obtained through the Wellness Center.

Time spent in treatment of an injury caused by an on-the-job-accident, as well as any necessary related absence that same day, is considered work time.

All injuries must be reported to the Director of Risk Management (telephone extension 9069) by the supervisor of an injured employee as soon as possible, preferably within 24 hours. The Director of Human Resources should be notified if the Director of Risk Management is not available. Failure to report immediately could affect the employee's right to receive benefits.

An injured employee will receive no pay for the first seven (7) working days. Earned sick leave may be used. Employee will be paid for all missed working days after the seventh day. If absence from injury is fourteen (14) or more working days, pay will be retroactive to day one. No duplicate payments to employee, i.e. sick leave, vacation, and workers' compensation will be made.

## **V-Z**

### **ZERO TOLERANCE FOR VIOLENCE AND WEAPONS**

Workplace violence is unlawful and is against College 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 College 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 College property. Employees or visitors carrying or possessing any weapons will be denied access to College premises. Campus Safety Officers shall only be allowed to carry or possess pre-authorized weapons on College property and shall do so in a manner that complies with all applicable laws, regulations, and College policies.

An employee who knows or suspects that there has been 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-A

### COMPUTER SYSTEMS SECURITY

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

1. Campus Technology has the responsibility 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.
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 College computer systems. This notification may allow for the deletion of the stated person's user account thus protecting the security of Converse College 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 College 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 for Finance and Administration.
9. Any person guilty of violating the security of any files or programs shall be subject to disciplinary action by the College.

## **VI-B**

### **ELECTRONIC COMMUNICATIONS**

The College 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 College's telephone service and electronic mail are provided for the purpose of conducting College 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 College 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 College deems it appropriate to do so. The reasons for which the College 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; and ensuring that the College's operations continue appropriately during an employee's absence.

The College 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 College's guideline prohibiting harassment, in its entirety, applies to the use of the College'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 College's electronic communications system is for College 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 College.

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.

## VI-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 is the user's responsibility.

Check e-mail frequently and 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 College requires adherence to College 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 activity that may be harmful to Converse College's computer systems. This includes, but is not limited to, propagating viruses, disrupting services, or damaging files.
3. You may not use the College'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. You may post items for sale in the folder named "For Sale" (located under Public Folders). Do not send a mass email to the campus that contains items for sale.

8. You may not use the **Campus Bulletin Board** (located under Public Folders) for information that does not relate to campus business (meetings, etc.). You may post items for sale in the folder named **Items For Sale/Rent**.
9. All student, 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 Bulletin Board**.

Converse College considers any violations of user responsibilities to be a serious offense. The College reserves the right to copy and examine any files or information on College 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 Technology 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 Technology Officer and the Director of Human Resources. Students who are using the college 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 Technology 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.

## **VI-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 to schedule installations in a timely manner.

## VI-E

### USE OF SOFTWARE

1. It is contrary to Converse College'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 College 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 College 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 College, 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 College'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 College 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 College 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 college computers to assure compliance; the removal of any software found on the College'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.