

comply with this law. The most common forms of identification are a driver's license and social security card; however, other documents can be used.

If you have any questions or need more information on immigration law issues please contact the Director of Human Resources.

C. Employment Status

Employees at Notre Dame de Namur University are classified as full-time nonexempt, part-time nonexempt, part-year nonexempt, temporary, part-time exempt, or full-time exempt.

1. Full-Time Nonexempt Employees

Full-time nonexempt employees are those who are normally scheduled to work and who do work a schedule of at least 35 hours per week. Following the completion of the trial period, full-time nonexempt employees are eligible for all employee benefits described in this handbook.

2. Part-Time Nonexempt Employees

Part-time nonexempt employees are those who are scheduled to work and who do work less than 35 hours per week. Part-time nonexempt employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time nonexempt employees are eligible for some, but not all employee benefits described in this handbook.

3. Part-Year Employees

Full-time part-year employees are scheduled to work and do work at least 35 hours per week, generally during nine (9) months per year, August – May. Part-time part-year employees are scheduled to work and do work less than 35 hours per week and less than 12 months per year.

4. Exempt Employees, Part-Time And Full-Time

Exempt employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, professional and certain sales employees are overtime exempt. Your supervisor will inform you if your status is exempt.

5. Temporary Employees

Temporary employees are those who are employed for short-term assignments. Short-term assignments will generally be periods of six months or less. Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or nonexempt on the basis of job duties and compensation.

6. Independent Contractors

Independent contractors are not University employees. The terms and conditions of employment are based on an individual contract, which must be approved in writing by a senior administrator.

D. Introductory Period

The first six months of continuous employment at Notre Dame de Namur University will no doubt be a learning experience. You will learn your job duties and responsibilities, get acquainted with your supervisor(s) and fellow employees, and familiarize yourself with NDNU in general. We refer to these first 180 calendar days for new employees (or 90 calendar days for newly transferred or promoted employees) of continuous employment as your introductory period.

While we understand that you will be learning a lot about your new job, you are still expected to perform satisfactorily and your performance will be reviewed closely. Also, please understand that completion of the introductory period does not guarantee continued employment or change the at-will nature of the employment relationship.

E. Job Duties

As part of your initial orientation, you will learn the various duties and responsibilities of your job. You will be provided with a copy of the written job description for your individual position. NDNU maintains certain expectations and standards applicable to your job position. Your supervisor should review these with you.

It is expected that employees will perform additional duties and assume additional responsibilities as needed by their supervisor for the efficient operations of the Notre Dame de Namur University.

In order to adjust to changes in operations, it may become necessary to modify your job description, add to or remove certain duties and responsibilities, or reassign you to an alternative job position.

VI. PAYROLL POLICIES

A. Working Hours And Schedules

The academic year at NDNU is divided into the fall and spring semesters and the summer session. Administrative activities and offices are in operation all year, which means employees normally work throughout the fiscal year, July 1 to June 30.

The employee will be assigned a work schedule by the manager and will be expected to begin and end work according to the departmental schedule. In order to accommodate the needs of our operations, it may be necessary to change individual work schedules on either a short-term or long-term basis, such as evening hours in certain offices.

Employees will be given a meal period to be taken approximately in the middle of the workday and a rest period for each four hours of work or major portion thereof as scheduled by your supervisor.

At times, emergencies such as power failures, road closings, earthquakes, fires or severe weather may interfere with University operations. In such an event, NDNU may order a temporary shutdown of part or all of its operations. Depending on the circumstances, time off may or may not be paid.

B. Timekeeping Procedures

Nonexempt employees must record their actual time worked for payroll and benefit purposes. Nonexempt employees should record the time work begins and ends, as well as the beginning and ending time of each meal period. The hours recorded on the timesheet should be in 15-minute increments. Nonexempt employees must also record any departure from work for any non-work related reason.

Exempt employees are also required to report (full) days of absence from work due to vacation, sick leave, personal business, etc. Leave forms can be obtained from the Human Resources office and should be completed in advance of the scheduled time off.

Employees are expected to adhere to established due dates for submitting signed time sheets to the business office. It is your responsibility to sign your time record and obtain supervisor's signature approval to certify the accuracy of all time recorded. Any errors in your timecard should be reported immediately to your supervisor, who will attempt to correct legitimate errors.

C. Overtime

When operating requirements or other needs cannot be met during regular working hours, you may be scheduled to work overtime. All overtime work must be authorized in advance by a supervisor. Working overtime without prior authorization may result in disciplinary action. Nonexempt employees will be compensated for all overtime hours worked in accordance with state and federal law.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees. In particular, an exempt employee level 6 or above (deans and above) who agrees to teach a course will not receive additional compensation for so doing.

For overtime purposes for nonexempt employees, the workday begins at 12:01 a.m. and ends at midnight. The work week begins at 12:01 a.m. Sunday and ends at midnight the following Saturday for all employees.

D. Payment Of Wages

All employees of NDNU are paid every other Friday for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid on the preceding workday. Payroll checks are available in the Payroll Office, Ralston Hall, generally between 9 a.m. and 12 noon on payday.

E. Salary Pay Policy

Exempt employees will be paid a salary in accordance with applicable law. Although exempt employees are generally entitled to their salary for any week in which work is performed, deductions can and will be made when permitted by law. For example, an exempt employee's salary may be reduced for complete days of absence for personal reasons and incomplete initial and final weeks of work. There may also be other occasions when an exempt employee's salary may be reduced. Please contact your supervisor or the Director of Human Resources for more information.

F. Automatic Deposit And Mailed Paychecks

Employees may designate one or more bank accounts at a bank, credit union or other financial institution for automatic deposit of their paychecks. All of the required enrollment and consent forms are available from the Business Office or Human Resources Office. Please note that there is a three-week waiting period to initiate or cancel Automatic Deposit.

In the event the payroll check is lost in the mail, there may be up to a five-day waiting period by a court. An employee will not be subject to termination or discipline because of such garnishments or wage assignments.

VII. PERSONNEL POLICIES

A. Open-Door Policy

Notre Dame de Namur University recognizes that employees will have suggestions for improving the workplace as well as complaints. The most satisfactory solution to a job-related problem or concern is usually resolved after a prompt discussion with your supervisor. Please feel free to contact your supervisor with any suggestions and/or complaints.

If you do not feel comfortable contacting your supervisor or you are not satisfied with your supervisor's response, please submit your complaint or suggestion in writing to the Director of Human Resources. The Director of Human Resources will review your written submission and provide you with a final resolution.

While NDNU provides you with this opportunity to communicate your views, please understand that not every complaint can be resolved to your satisfaction. Even so, Notre Dame

de Namur University believes that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal.

B. Ombudsperson

1. Role Of University Ombudspersons

Three University Ombudspersons are available for consultation: The Faculty Ombudsperson, the Staff Ombudsperson (for staff and administrators), and the Student Ombudsperson.

A University Ombudsperson facilitates non-contractual dispute resolution between individuals and groups within his or her assigned constituency. This involves providing conflict management techniques to clarify problems and improve communication and understanding in order to reach a mutually satisfactory outcome. In the event that resolution cannot be obtained by these informal methods, the Ombudsperson can explain and guide the grievant through the procedures for handling grievances, as published in the Faculty Handbook, the Administrator and Staff Handbook, or, the Student Rights, Freedoms and Responsibilities document. The Ombudsperson may discuss the processes but cannot act as an advocate for any party's position in a case.

In the event that a University Ombudsperson is not available for consultation with his or her assigned constituency or that a potential conflict of interest is perceived, the other University Ombudspersons may be consulted and act as alternates for each other.

The University recognizes that Ombudsperson duties may at times involve intensive work. A faculty member serving as Ombudsperson will be granted committee credit for serving in this capacity. A staff member serving as Ombudsperson will be granted a reasonable amount of released time to perform these duties.

2. Selection Of Staff Ombudsperson

The position of Staff Ombudsperson is open to any faculty or staff member except persons scheduled to serve on the Faculty/Administration Grievances Committee or the Student Judicial Committee. The term of office is three years. The Staff Ombudsperson is selected by the following process: Staff members may recommend appointees (including themselves) by sending nominations in writing to the Staff Assembly Chairperson or at a Staff Assembly meeting.

C. Grievance And Appeal Procedure

Notre Dame de Namur University believes that each employee's particular work carries a special dignity and challenge, which, in turn, enhances the overall accomplishments of education, thus enabling the institution to function as a dynamic unit. Respecting the dignity of each individual, if conflict arises, the University recognizes and endorses the importance of addressing such conflicts in a prompt, fair, and consistent manner.

Accordingly, the University agrees that it will use its best efforts to encourage the informal settlement of conflicts. If the conflict cannot be resolved by informal means, then a formal grievance may be initiated.

A University Ombudsperson and the Director of Human Resources will be available for confidential consultation for any staff member who needs assistance in understanding or following any of the steps described in these procedures.

Employees have the right to pursue the remedies established by these procedures without fear of prejudice or reprisal. In the case of termination or non-renewal of contract, the (former) employee has the right to appeal the dismissal by filing a formal grievance following the steps outlined in Section C of these procedures.

Allegations involving sexual harassment should be addressed through the Notre Dame de Namur University Policy on Sexual/Gender Harassment as described in this handbook.

1. Committees Coordinating University Grievance And Appeal Procedure

Three standing committees coordinate the University's grievance and appeal procedures. These committees use, so far as possible, parallel processes to resolve conflicts. Throughout the procedures described below –Staff” covers all administrators and staff and is used to distinguish these procedures from those covering NDNU Faculty.

Staff grievances and appeals are coordinated by the Committee on Staff Grievances, whose procedures are described in this handbook. Any grievance initiated by a staff member should be filed with the Committee on Staff Grievances. Any grievance initiated by a senior administrator against a staff member should be filed with the Committee on Staff Grievances.

The Committee on Staff Grievances is composed of five active members and five alternate members. All ten members of the Committee on Staff Grievances are full-time or part-time employees elected by the Staff Assembly in the Spring for staggered two-year terms. An active member serves in all regular activities of the committee unless deemed unqualified for bias or interest in a particular case. An alternate member serves solely for a designated grievance or dismissal case. The active members of the Committee elect a Chair at the beginning of each academic year.

- Faculty grievances and appeals are coordinated by the Committee on Faculty Grievances, whose procedures are described in the Faculty Handbook.
- Student grievances and appeals, whether the student is the grievant or the respondent, are coordinated by the Student Judicial Committee, whose procedures are described in the Student Handbook.

2. Definitions Related To Staff Grievance And Appeal Procedures

A grievance is defined as an allegation by a staff member, a group of staff members or a senior administrator that there has been:

- A breach, misinterpretation, or misapplication of the terms of University contractual policy or procedures as set forth in this handbook or
- An infringement of the rights of a staff member, as set forth in this handbook or
- A dispute with another employee or group of employees for which other forums for resolution do not exist or have been exhausted, or
- An offense not elsewhere defined.
- A reprimand or warning of adverse personnel action is not, in and of itself, the basis for a grievance.

The parties to a grievance are referred to as:

- The grievant, who is the person or persons who file the grievance, and
- The respondent, who is the person or persons who are named in the grievance as responsible for causing or correcting the actions described in the grievance.

3. Steps In Resolving Staff Conflicts

The following preliminary steps must be completed before formal grievance and appeal proceedings can begin:

- When reasons arise to file a grievance, the grievant will discuss the matter with the intended respondent or appropriate supervisor in a pre-grievance conference, to take place within thirty days of the event, looking toward a mutual settlement prior to the initiation of formal grievance charges. This meeting must be clearly identified as being the first step in the grievance process. The grievant and/or the respondent has the right to have the Staff Ombudsperson present at any step in the process. The matter may be resolved by mutual consent at this point. If resolved, a statement of resolution will be written by the grievant and signed by all parties involved in the conference.
- If the pre-grievance conference of the grievant with the intended respondent or appropriate supervisor does not resolve the matter, the grievant is required to interview with the Staff Ombudsperson before filing the formal grievance charges. Normally, a staff grievant interviews with the Staff Ombudsperson;

however, if either the grievant or the Staff Ombudsperson feels a conflict of interest would result from such an interview, the grievant or Staff Ombudsperson may choose another University-designated Staff Ombudsperson for the interview. The Staff Ombudsperson describes types of mediation available and, if requested by the grievant, facilitates such mediation. If both the grievant and the respondent accept the results of mediation, the matter is resolved. A written statement of resolution will be prepared by the grievant and should be signed by all parties involved. If either party refuses mediation or rejects the results of mediation, the grievant may file formal grievance charges.

- Written grievance charges, setting forth in detail the alleged wrong(s), the named respondent against whom the charges are directed, the relief or remedy sought by the grievant, and any other data which the grievant deems pertinent, will be presented to the Chair of the Committee on Staff Grievances.
- Upon receipt of the grievance charges, the Chair of the Committee on Staff Grievances will send, within two working days, a copy of the grievance charges to the respondent and the President. The Chair will also schedule an initial meeting of the Committee, to be held within ten working days of receipt of the charges, to begin consideration of the newly-filed grievance charges.

Formal grievance and appeal proceedings consist of three progressive steps which must be followed in order.

- Step 1: The Committee on Staff Grievances, consisting of five elected staff members, meets when grievance or dismissal charges are brought to its attention. The Committee conducts formal proceedings to hear evidence related to the grievance or dismissal charges. The Committee on Staff Grievances issues its findings. If both parties accept the findings, the matter is resolved. If either party rejects the findings, the party may progress to Step 2.
- Step 2: The grievant or respondent files an appeal with the President, asking for a review of the findings of the Committee on Staff Grievances. The President reviews the evidence and then issues a decision supporting or rejecting the appeal. If both parties accept the decision, the matter is resolved. If either party rejects the decision, the party may progress to Step 3, but only if the President has been a directly involved party in the controversy underlying the grievance.
- Step 3: The grievant or respondent sends a petition to the Governance Board, asking that the Board review the records of the case. The Board reviews the records and then issues its support or rejection of the grievance or dismissal charges.

a. Step 1: Hearings By Committee On Staff Grievances

The Committee on Staff Grievances, consisting of five elected staff members, conducts formal hearings on grievance or dismissal charges as needed. When called by the Chair, the Committee meets to establish its procedures, consider the charges, and render its findings.

Active members of the Committee on Staff Grievances who deem themselves disqualified for bias or interest in a particular case will remove themselves from the case. In addition, either party in a grievance may request the removal of one active member of the Committee, provided that such a request is presented to the Chair of the Committee within five days following the filing of the grievance or dismissal charges. When a replacement is needed, a staff member will be chosen by the remaining members of the Committee on Staff Grievances from a pool of five staff members who have been elected as alternate members of the Committee on Staff Grievances. An alternate member serves solely for the designated grievance or dismissal case.

Within three working days of the initial meeting of the Committee on Staff Grievances to consider newly-filed grievance or dismissal charges, the Chair will notify the grievant, the respondent, and the President regarding the procedures and schedule which will be followed in the formal hearings to be conducted by the Committee. Formal proceedings should begin no sooner than fifteen calendar days and no later than thirty calendar days after the initial meeting of the Committee.

The Committee on Staff Grievances may request that the parties supply pertinent written documents. It is incumbent upon all parties to come forward in a timely fashion with evidence in support of their positions relative to the grievance or dismissal charges.

The Committee on Staff Grievances may, with the consent of the parties concerned, hold joint pre-hearing meetings with the parties in order to simplify the issues, effect stipulations of facts, provide for the exchange of documentary or other information, and achieve such other appropriate pre-hearing objectives as will make the formal proceedings fair, effective, and expeditious.

The Committee on Staff Grievances, in consultation with the parties concerned, will exercise its judgment as to whether the formal proceedings should be public or private. With regard to private hearings, the Committee will take steps to preserve the confidentiality of its proceedings.

Except for such simple announcements as may be required, covering the time of the formal proceedings and similar matters, public statements and publicity about the case by any of the parties to the grievance will be avoided so far as possible until the proceedings have been completed, including possible future consideration by the President (Step 2) and the Governance Board (Step 3).

The grievant, the respondent, and the President or a designee shall have the option of attendance during the formal public or private proceedings.

During the formal public or private proceedings, the grievant and the respondent will be permitted to have advisors of their choice present. No legal counsel (attorneys) may take part in the proceedings.

The Committee on Staff Grievances will arrange for formal proceedings to be recorded on audiotape and will provide copies to the grievant, the respondent, or the President upon request, at the expense of the University. The Committee will arrange for hearings to be recorded on videotape or transcribed by a court reporter, provided that the requesting party notify the Chair of the Committee at least seven calendar days in advance of the hearing and provide that the requesting party agree to pay for the expenses incurred. All original masters of audio videotapes, or transcriptions remain the property of the University upon completion of the proceedings. Such masters will be kept in the Human Resources Office for one year after determination of the grievance. All records of the grievance procedure including any master copies of audiotapes, video tapes or transcriptions may be destroyed by the University after one year of the final determination of the grievance.

All parties to the grievance will have the right to question all witnesses. Where the witnesses cannot or will not appear, but the Committee on Staff Grievances determines that the interests of justice require admission of their statements, the Committee will identify the witnesses, disclose their statements, and if possible, provide for interrogators. If written briefs would be helpful, the Committee may request them.

The Committee on Staff Grievances will grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

The Committee on Staff Grievances will not be bound by strict rules of legal evidence and may admit any evidence that is of probative value in determining the issues involved. Reasonable efforts will be made to obtain the most reliable evidence.

The staff member will be afforded an opportunity to obtain necessary witnesses and documents or other evidence. The administration will cooperate with the Committee on Staff Grievances in securing witnesses and making available documentary and other evidence.

In the case of dismissal or non-renewal of contract for alleged incompetence, the testimony may include that of qualified staff members from this or other institutions of higher education.

In the case of non-renewal of contract or dismissal, the grievant must prove that (a) appropriate procedures, as set forth in the handbook were violated; or (b) the decision in the above matters was based on considerations in violation of the governing policies bearing upon nondiscrimination with respect to race, color, age, marital status, sex, pregnancy, national origin, ancestry, religion, veteran's status, sexual orientation, disability, or other factors which cannot lawfully form the basis for an employment decisions.

If the grievant alleges that a decision was based on inadequate consideration, the Committee on Staff Grievances will determine whether the decision was the result of adequate consideration by the deciding person or persons in terms of the relevant standards set forth in the handbook. The Committee will not substitute judgment on the merits for that of the deciding person or persons. If the Committee believes adequate consideration was not given to the grievant's rights, it may request reconsideration of the deciding person or persons, indicating the respects in which it believes the consideration has been inadequate.

The Committee on Staff Grievances will endeavor to complete its work within twenty-one calendar days following the beginning of formal hearings. At the conclusion of testimony, the Committee will deliberate in private to reach its decision. The Committee may make its decision promptly, without having the record of the hearing transcribed, when it feels that a just decision can be reached by this means, or it may await the availability of a transcript of the hearing if its decision would be aided thereby.

In the case of dismissal proceedings or non-renewal of contract, the Committee on Staff Grievances should make explicit findings with respect to each of the grounds of removal presented.

The decision of the Committee on Staff Grievances should take the form of findings of fact, conclusions, and recommended disposition of the grievance, non-renewal of contract, or dismissal charges. The findings of fact, conclusions, and the recommended disposition must be based solely on the hearings record, pertinent University procedures as set forth in the handbook and the law of the land.

The Committee on Staff Grievances will formulate its findings and send them in writing, within ten working days of the close of proceedings, to the grievant, the respondent, and the President.

The grievant and the respondent will notify the Chair of the Committee on Staff Grievances, within five working days of receipt of the Committee's findings, whether or not the findings are acceptable.

- If both parties accept the findings, the matter is resolved. Lack of response from a party will be interpreted as acceptance of the findings. The Chair will send a letter reporting the acceptance to both parties and to the President.
- If the grievant or the respondent rejects the findings, the party may institute Step 2 by filing an appeal with the President and by notifying the Chair of the Committee on Staff Grievances, both within five working days of receipt of the findings. The Chair will send a letter reporting the rejection to both parties and to the President. The Chair will also transmit the records of the case to the President.

b. Step 2: Appeal To The President

The President will review the records of the case. The review will be based on the records of the proceedings conducted by the Committee on Staff Grievances. In addition to the proceedings, the President may consider such additional evidence as he or she sees fit, provided that he or she fully discloses such additional evidence to the parties, allowing additional hearing time as may be necessary before reaching a decision.

The President will render a decision regarding the appeal within ten calendar days of the receipt of the appeal filed by the grievant or the respondent. The decision will be presented in writing to the grievant, the respondent, and the Chair of the Committee on Staff Grievances, and will state the President's reasons for supporting or rejecting the appeal.

The decision of the President shall be final and binding on all parties, unless the President is found by the Governance Board to have been a directly involved party in the grievance.

The grievant and the respondent will notify the President, within five working days of receipt of the President's decision, whether or not the decision is acceptable.

- If both parties accept the decision, the matter is resolved. Lack of response from a party will be construed as acceptance of the decision. The President will send a letter reporting the acceptance to both parties and to the Chair of the Committee on Staff Grievances.

- If the grievant or the respondent rejects the decision, the party may institute Step 3 by filing a petition with the Chair of the Governance Board, in care of the President, within five working days of receipt of the findings. The President will send a letter reporting the rejection to both parties, to the Chair of the Committee on Staff Grievances, and to the Chair of the Governance Board. The President will also transmit the records of the case to the Chair of the Governance Board.

c. Step 3: Petition To The Governance Board

The Governance Board will review the records of the case within ten calendar days after a petition is filed with the Chair of the Governance Board. The review will be based on the records of the proceedings conducted by the Committee on Staff Grievances and of the President's appeal decision.

The Governance Board shall be the sole judge as to whether the President has been a directly involved party in the grievance.

The Governance Board will affirm the decision of the President unless the decision is not supported by substantial evidence on the record taken as a whole, in which event the Board shall make such decision as it deems appropriate.

The Governance Board will make its decision in writing no later than fourteen calendar days after the case is submitted for decision (upon the close of evidence-taking or oral argument), and the Board shall immediately provide copies of its decision to the grievant, the respondent, and the President. The decision of the Governance Board shall be final and binding on all parties.

It is understood that the responsibilities of the Governance Board hereunder shall be exercised by a committee appointed for that purpose by the Chair of the Governance Board unless the full Board decides to hear the matter. The actions or decision of the committee shall be deemed the action of the Board.

d. General Provisions Regarding Grievance And Appeal Procedures

Extensions of time will normally be granted for good and sufficient reasons (e.g., illness as documented by a physician) by mutual agreement among the grievant, the respondent, and the person coordinating the grievance and appeal procedures at the time the extension is requested.

In recognition of the fact that the commitment of the University and the parties to the grievance and appeal procedures is necessary in order to achieve their designated objectives, the procedures contained herein for the resolution of grievance or dismissal charges shall be exhausted.

The University recognizes that outside impartial assistance may sometimes be useful in resolving disputes. However, mediation or arbitration conducted by external agencies should be used discriminately as they are not substitutes for proper internal University procedures. When all parties agree to outside intervention, the costs should be shared equally among the parties involved.

All parties involved in grievance and appeal procedures should feel free to ask questions or voice concerns about the procedures at any time. Members of the Committee on Staff Grievances can clarify details about the procedures but cannot discuss any material facts about the cases under study outside the confines of Committee-authorized meetings. The Staff Ombudsperson and the Director of Human Resources are also available to discuss grievance and appeal procedures but cannot act as advocates for any party's positions in a case.

VIII. PREVENTION OF SEXUAL AND OTHER UNLAWFUL HARASSMENT

The University is committed to maintaining the campus community as a place of work and study for faculty, staff and students, free of sexual and other unlawful harassment. The University prohibits unlawful harassment of any member(s) of the University community. This policy statement in this Handbook for Administrators and Staff primarily is designed to provide protections for staff and administrators and to address conduct by staff and administrators that is or may violate this policy. Students (including student-employees) and faculty should also review the policies as summarized in the student handbook and faculty handbook, respectively.

Harassment based on race, gender, sexual orientation, national origin, ancestry, color, religion, religious creed, age, marital status, cancer-related or genetic-related medical condition, disability, citizenship status, military service status, or any other status protected by federal, state or local law, ordinance or regulation is prohibited by University policy. Prohibited harassment in any form, including verbal and physical conduct, visual displays, threats, demands and retaliation is a violation of this policy and will not be tolerated.

The University's policies and procedures are supported by, and consistent with, federal and state law prohibiting unlawful harassment. This policy thus accepts the mandate set forth in Title IX of the Educational Amendments of 1972, Title VII of the Civil Rights Acts of 1964 and California State law.

All members of the University community must comply with this policy. The University will take prompt and effective corrective action in response to any complaint showing a violation of this policy. Staff and administrators who believe they have been the victims of harassment or who otherwise have experienced it, have access to the complaint procedures described on the following pages.

A. Prohibited Behavior

Prohibited acts that constitute harassment may take a variety of forms. Examples of the kinds of conduct that may constitute harassment include, but are not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, or comments; written and electronic communications (including email) are examples of verbal conduct;
- Visual conduct such as derogatory posters, photography (including displays on computer monitors), cartoons, drawings or gestures;
- Physical conduct such as unwanted touching, blocking normal movement, or interfering with work because of gender or any other status protected by law;
- Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss, and/or offers of job benefits or conditions in return for sexual favors;
- Retaliation in the form of adverse actions because one has opposed, reported or stated the intent to report harassment or because one is participating in a related investigation, proceeding or hearing.

B. Sexual Harassment

Sexual harassment is a specific form of prohibited harassment which occurs when an individual's behavior constitutes (1) unwelcome sexual advances or (2) unwelcome requests for sexual favors, or (3) other unwelcome verbal or physical behavior of a sexual nature WHERE:

- Submission to such conduct is made explicitly or implicitly a term or condition of an individual's education or employment; or
- Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting the individual's welfare; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's welfare, academic, residential life or work performance, or creates an intimidating, hostile, or offensive educational, living or work environment at the University.

C. Complaint Review Process

The University encourages individuals who believe they may be victims of harassment in violation of University policy, or are aware that another person has allegedly engaged in sexual or other unlawful harassment, as previously defined, to report such information using the complaint process described below. It is expected that review of these matters will begin expeditiously and that complaints will be resolved promptly and ordinarily no later than 30 days from initiation of review. Confidentiality will be maintained to the extent appropriate in consideration of the circumstances.

Complaints by or against a staff member or administrator may be made orally or in writing in the following ways:

- 1) An individual (~~complainant~~) may present the matter to an administrator or officer of University in the reporting relationship above the complaining individual **or** one who is above the person about whose behavior the complaint is made (~~respondent~~).
- 2) Should the complainant choose not to file a complaint with the persons as set forth above in 1), they may bring the complaint to any senior University administrator, and should reference the matter wherever possible as arising under the University harassment prevention policy.

The administrator or officer receiving the complaint must promptly inform the Director of Human Resources. The complainant should meet with the individual to whom they have submitted the complaint, the individual charged with investigating the complaint, and/or the Director of Human Resources and wherever possible the complainant should submit the pertinent details of the complaint to a written form.

Complaints should be presented in all cases as soon as the complainant becomes aware of the existence of harassment. The Director of Human Resources will notify the complainant and the respondent of the appropriate administrator or officer of University who will be responsible for a final determination of the complaint (~~decision-maker~~). The selection of the decision maker will be made with consideration of the reporting and and/or academic relationships of the complainant, respondent and others involved. It is not possible to prescribe in advance the identity of the decision maker in all situations, given the unique organization of academic institutions.

The decision-maker is responsible to take prompt and effective action that is appropriate in response to the complaint: this may warrant an initial investigation of the complaint. If an investigation is conducted, the University may utilize University personnel and/or may retain an independent investigator to do so. In either case, the investigation will proceed expeditiously and appropriately to investigate the matter, including interviews of individuals, if necessary, and a written summary of the facts relevant to the complaint will be prepared for review by the decision-maker.

The decision-maker will make a determination of the complaint in a manner consistent with the particular facts and circumstances of the complaint. Factors include whether the evidence shows a violation of the University policy against sexual and other unlawful harassment, the egregiousness of the conduct and injury involved, any mitigating circumstances, relevant history of the complainant and respondent, etc.

The decision-maker will prepare a written summary of the determination. After the determination regarding the complaint has been made, it will be communicated to the complainant to the extent and in a form which is appropriate. The conclusions will also be communicated to the cognizant dean or vice president and the director of human resources who shall be responsible for the maintenance of the files and records which are related to harassment complaints.

In addition to these procedures, complainants may file with the California Department of Fair Employment and Housing (DFEH) at 455 Golden Gate Avenue, #7600, San Francisco, CA 94102-6073 or the Equal Employment Opportunity Commission (EEOC) at the San Francisco District Office, 901 Market Street, #500 San Francisco, CA 94103 or the Office of Civil Rights of the US Department of Education at Federal Building, 50 United Nations Plaza, Room 239, San Francisco, CA 94102.

1. Sanctions

If the decision-maker finds that the complaint in whole or in part shows a violation of the University policy against sexual or other unlawful harassment, the decision-maker shall determine in consultation with the Director of Human Resources what corrective action is appropriate and including, where appropriate, disciplinary action of the respondent or others. Violations of this policy may result in disciplinary action such as warning, suspension or termination from employment or of any other affiliation with the University, etc.

The decision-maker may determine that the complaint does not show a violation of the University policy against sexual and other unlawful harassment. If so, the decision-maker shall so inform the complainant and respondent.

D. Non-Retaliation

No member of the University community may be subjected to interference, coercion or reprisal for seeking advice concerning a sexual or other unlawful harassment matter, filing a harassment complaint, or otherwise participating in good faith in the processing of a harassment complaint. The University will not retaliate against any person making a complaint of harassment and will not knowingly permit retaliation.

Please note:

- Staff who receive disciplinary action as a result of a complaint under this process may appeal under the provisions of the grievance procedure set forth in the Handbook or the applicable collective bargaining agreement.

- The current fact sheet published by the California Department of Fair Employment and Housing is available in the Department of Human Resources.

E. Notre Dame de Namur University Code Of Ethics

Proper operation of the University requires that employees provide responsible service and operate within the designated organizational channels.

Employees of the University are bound to observe, in their official acts, the highest standards of ethics and morality and to faithfully discharge the duties of their position.

Employees should not act in any way that breaks the law, nor should they ask others to do so.

Employees shall not disclose confidential information concerning the business or personnel of the University.

Employees are prohibited from acting in a manner which infringes upon the rights of others or which harasses, intimidates or interferes with another's work or welfare.

Employees will not engage in any off-duty conduct that materially and adversely affects job performance or brings discredit upon the University.

F. Employee Conduct And Employment Outside Of Work

In general, NDNU does not seek to interfere with an employee's off-duty activities. However, NDNU cannot tolerate off-duty conduct which impacts negatively on NDNU, either in terms of an employee's individual work performance or the business interests of NDNU, including its reputation. For example, NDNU prohibits any illegal or immoral conduct by an off-duty employee which affects or has the potential to affect NDNU. Also, NDNU prohibits outside employment (including self-employment) which conflicts with employment at Notre Dame de Namur University, impacts an employee's work performance or schedule, and/or affects the business interests of NDNU. Employees must contact the Director of Human Resources prior to engaging in any outside employment.

G. Drug-Free Campus And Workplace Policy

It is the policy of Notre Dame de Namur University to maintain a drug-free workplace and campus. The unlawful manufacture, distribution, dispensation, possession, and/or use of controlled substances or the unlawful possession, use, or distribution of alcohol is prohibited on the campus, in the workplace, or as a part of any of the University's activities. (Controlled substances are those defined in 21 U.S.C. section 812, and include, but are not limited to, such substances as marijuana, heroin, cocaine and amphetamines.) The Human Resources office distributes a list each year of the laws pertaining to the drug-free campus policy that clarifies what activities related to controlled substances and alcohol are unlawful.

The workplace and campus are presumed to include all NDNU premises where the activities of the University are conducted. Violation of this policy may result in disciplinary sanctions up to and including termination of employment or expulsion of students. Violations may also be referred to the appropriate authorities for prosecution.

Employees. As a condition of employment, all Notre Dame de Namur University employees are required to follow this policy. Employees who unlawfully manufacture, distribute, dispense, possess or use controlled substances or unlawfully use, possess, or distribute alcohol in the workplace, on the campus, or as part of any University Activity, shall be subject to discipline up to and including discharge from employment. An employee who is convicted (including a plea of *nolo contendere*) of a criminal drug statute violation occurring in the workplace must, within five (5) days thereafter, notify Notre Dame de Namur University of such conviction by informing the Human Resources Director (staff) or Provost (faculty).

Individuals who are not NDNU employees, but who perform work at the University for its benefit (e.g., independent contractors, temporary employees provided by agencies, visitors engaged in joint projects at NDNU, volunteers and so forth) are required to comply with this policy. Such individuals who unlawfully manufacture, distribute, dispense, possess or use controlled substances or unlawfully use, possess, or distribute alcohol in the NDNU workplace may be barred from further work for and at Notre Dame de Namur University.

Students. Students who unlawfully distribute, possess or use controlled substances or alcohol in the workplace, on the campus, or as part of any University activity, may be subject to discipline up to and including expulsion.

Rehabilitation. Successful completion of an appropriate rehabilitation program (including participation in aftercare) may be considered as evidence of eligibility for continued or future employment or for reinstatement of student status.

Reporting of Convictions. Employees who are convicted of a criminal drug statute violation occurring in the workplace must report the conviction directly to the Human Resources Director for appropriate action as required by University policy and/or law.

Employees who are concerned about substance, use, abuse, and rehabilitation, are strongly encouraged to contact their family physicians, their health plan, or NDNU Student Health Services, which can refer them to appropriate resources that provide complete, confidential substance abuse counseling. A partial list of services in the area can be found in the list provided by the Human Resources office.

The unlawful manufacture, distribution, dispensation, possession, and/or use of controlled substances or alcohol is regulated by a number of federal, state and local laws. These laws impose legal sanctions for both misdemeanor and felony convictions. Criminal penalties for convictions can range from fines and probation to denial or revocation of federal benefits (such as student loans), to imprisonment and forfeiture of personal and real property.

The Human Resources office will distribute a list each year of some of the laws pertaining to the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol. Because the laws change from time to time, the list provided by Human Resources is illustrative, not exhaustive.

H. Punctuality And Attendance

Notre Dame de Namur University expects you to report to work on a reliable and punctual basis. Absenteeism, early departures from work and late arrivals burden your fellow employees and NDNU. If you cannot avoid being late to work or are unable to work as scheduled, you must call your supervisor as soon as possible.

Every time you are absent, late or leave early you must provide your supervisor with an honest reason or explanation. You must also inform your supervisor of the expected duration of any absence. NDNU will comply with applicable laws relating to time off from work, but it is your responsibility to provide sufficient information to enable NDNU to make a determination. You must notify your supervisor of any change in your status as soon as possible.

Excessive absenteeism may lead to disciplinary action, up to and including termination of employment. Other continuing patterns of absences, early departures, or tardiness, regardless of the exact number of days, may also warrant disciplinary action.

If you fail to report for work for three or more scheduled workdays without any notification to your supervisor, you may be considered to have abandoned your employment.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result to NDNU's operations. However, regular attendance and promptness are considered part of each employee's essential job functions.

I. Compensation And Performance Management

As a professional service organization NDNU recognizes the importance of compensation, which embodies salaries, benefits and training. The University is committed to develop and maintain a compensation program, which rewards employees for fulfilling job requirements and supporting Institutional priorities and decisions.

NDNU believes that the pay range for a job should reflect a balance between internal comparisons and the market competitiveness. A system has been established to assure jobs are reviewed for degree of 1) problem solving and creativity, 2) impact to the University and 3) skills required for the job. Additionally, the market, both within the higher education industry as well as across the general labor market, is surveyed on a regular basis to determine the trends in competitive salary movement. Structures are developed to embody both internal and external comparisons.

NDNU encourages all employees to strive for their top potential by providing a development plan, consisting of individual and department goals as well as performance factor ratings. This is formally tracked annually as part of the performance management program and will coordinate with department, division and institutional assessment. Performance evaluations are conducted from time to time to provide employees and supervisors with the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance.

J. Improving Employee Job Performance

Notre Dame de Namur University believes in the principle that employees should be given the opportunity to demonstrate their abilities and to continually improve their job performance. Where performance problems exist, employees should be told about these deficiencies and, in many instances, given an opportunity to improve. When NDNU determines that the employee is a candidate for improvement, NDNU will attempt to help the employee meet NDNU's expectations. However, NDNU does not have a formal progressive discipline policy requiring a set number of warnings or counseling sessions. Instead, each case is considered based on its own facts. In the case of misconduct or violation of University policies, immediate termination may be appropriate depending on the facts. Additionally, any effort to work with an employee to overcome performance problems should not be deemed as changing NDNU's policy of at-will employment.

K. Personnel Records

The information recorded in your personnel file is extremely important. Please make sure that the personal data in the file is accurate and up to date. Please report any change of address, phone number, etc. to the Director of Human Resources immediately.

As an employee of NDNU you may inspect your personnel file in the presence of a NDNU representative. Please contact your supervisor to schedule a time. You may request copies of those documents in your file that you have previously signed. If you desire, you may add a written statement to your file explaining any disputed item.

Only authorized supervisors and management personnel will have access to your personnel file. However, NDNU will cooperate and access may be granted to law enforcement officials or local, state or federal agencies conducting investigations. All requests to review an employee's personnel file should be referred to the Director of Human Resources.

Confidential health/medical records are not included in your personnel file. NDNU will safeguard them from disclosure and will divulge such information only: (1) as allowed by law; (2) to the employee's personal physician upon written request with permission of the employee; or (3) as required for workers' compensation cases.

L. Student Relations

The success of Notre Dame de Namur University depends on satisfying our students. As an employee of Notre Dame de Namur University, you are expected to treat students courteously and with the utmost respect at all times. You must attend to our student's questions and demands promptly and professionally. If you need assistance, please contact your supervisor or another University employee whom you know will be able to assist you and/or the student.

M. Student Records

Notre Dame de Namur University policies and procedures regarding the privacy of student records comply with the Federal Family Rights and Privacy Act of 1974 (Buckley Amendment). Copies of the policies and procedures may be obtained at the Library or Registrar's Office. The employee is required to be familiar with and observe, to the extent applicable, the provisions of this policy in performing his or her duties.

N. Confidentiality

Information about Notre Dame de Namur University, its employees, students, suppliers and vendors is to be kept confidential and divulged only to individuals within NDNU with a need to receive, and who are authorized to receive, such information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your supervisor.

All records and files maintained by NDNU are confidential and remain the property of NDNU. Records and files are not to be disclosed to any outside party without the express permission of the Director of Human Resources. Confidential information includes, but is in no way limited to, financial records, personnel and payroll records (regarding current or past employees), information regarding student transactions, student account information, information regarding students, vendors or suppliers, or any documents or information regarding University operations, procedures or practices. Such confidential information may not be removed from NDNU premises without express authorization.

Confidential information obtained during or through employment with NDNU may not be used by any employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. NDNU reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of such impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of these University policies.

O. Employee Dress And Personal Appearance

You are expected to report to work well groomed, clean and dressed according to the requirements of your position. Please contact your supervisor for specific information regarding acceptable attire for your position. Supervisors have discretion to modify University dress policies based on the specific needs or requirements of particular departments. If you report to work inappropriately dressed or groomed, you may be prevented from working until you return to work well groomed and wearing the proper attire.

P. Hiring Of Relatives And Non-fraternization

Notre Dame de Namur University recognizes that employees may develop personal relationships in the course of their employment. However, in an effort to prevent favoritism, morale problems, disputes or misunderstandings, and potential sexual harassment claims, managers and supervisors are not permitted to date or engage in sexual relationships with subordinate employees.

A familial relationship among employees can create an actual or a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, NDNU may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of NDNU.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Q. Employee Discounts

The bookstore will offer school faculty and staff a 10% discount on all purchases over \$1.00, excluding textbooks, sale merchandise and academically discounted software. The bookstore will offer all school departments a 20% discount on purchases of supplies over \$1.00, excluding sale merchandise and academically discounted software.

R. Publicity/Statements To The Media

All media inquiries regarding NDNU and its operations must be referred to the Public Information Office. Only the President and the Public Information Office are authorized to make or approve public statements pertaining to NDNU or its operations. No employees, unless specifically designated by the President, are authorized to make such statements. Any employee wishing to write and/or publish an article, paper or other publication on behalf of NDNU, must first obtain approval from the Public Information Office before publication.

S. Contributions

Requests to potential donors for charitable contributions are approved by the President. When such gifts are received, they must be processed through the Development and Business Office systems. An implicit contract exists between any donor and the University. Therefore, such funds must be properly spent and documented for the protection of both the University and the donor. Requests of \$100,000 or greater must also receive prior approval of the Board of Trustees.

IX. ORGANIZATION

A. Governance Board

Control of Notre Dame de Namur University, a non-profit corporation, is vested in the Board of Trustees. The Board of Trustees meets quarterly during the academic year, or at the call of the Chairman.

The Board of Trustees operates through Standing Committees as follows:

Executive	Development
Academic Affairs	Finance and Investment
Audit	Membership
Building	Mission
Student Affairs	

The Governance Board may delegate specific responsibility to the President, other offices of the institution, the Faculty Senate and the Associated Students or other recognized groups. Internal bodies in governance, in order to have legal status, must have their constitution and any changes in same ratified by the Governance Board. The initial set of by-laws of any internal governance body must also be approved by the Governance Board.

B. Senior Administrators

The following NDNU senior administrators are responsible for implementing University planning.

President
Vice President for Finance and Administration
Vice President for Student Affairs
Vice President for Development and Public Relations
Provost

These administrators are subject to an independent performance review conducted by the President.

C. Administrators With Faculty Status

The honorary faculty rank of Assistant Professor, Associate Professor, or Professor may be assigned to individuals who serve as senior administrators. The duties of senior administrators are directed toward administration more than toward teaching or research although the administration may include participation in as well as the overseeing of programs involving teaching, research, student needs, or academically-based public service.

Time spent as a senior administrator does not count toward rank, tenure, or faculty sabbatical leave. If a Notre Dame de Namur University ranked full-time faculty member becomes a senior administrator, his or her most recent professorial rank, tenure and sabbatical status are retained but not activated while serving as a senior administrator. If in the future this senior administrator returns to a position as a full-time faculty member, his or her professorial rank, tenure, and sabbatical status are once again activated.

Study Leave: Administrators with faculty status are not eligible for tenure nor sabbatical leave nor credit for leave by virtue of an administrative position. However, study leave with pay may be recommended by the immediate supervisor and granted by the President when the leave is in the interest of the administrator's duties and the welfare of the University. A study leave is for administrators who wish time to develop, refine, or extend administrative skills.

Guidelines for applying for a study leave:

- (a) The proposal requesting a study leave with pay must be submitted to the President by November 1 for the following University year.
- (b) Proposal for leave must include clear objective(s).
- (c) No more than one administrator may be on leave at one time.
- (d) The paid leave may not exceed five months.
- (e) Replacement for leave must be arranged without additional cost to the University.
- (f) Administrators are eligible to apply for a paid leave after six years of exemplary service to the University.
- (g) Leave with pay is granted with the understanding that the administrator, following his/her leave, will continue service at Notre Dame de Namur University for two full years.

D. Staff Assembly

The Staff Assembly is an organization of exempt and non-exempt staff (excluding senior administrators, deans and contract employees) which exists to advance the ideals and concepts of the Mission and Vision Statements of Notre Dame de Namur University. To accomplish this, the Staff Assembly shall: (1) establish and maintain a channel of communication between the staff and the President, Senior Administrative Officers, Governance Board and ASNDNU; (2) receive and evaluate suggestions and proposals from any member relating to the welfare of staff employees of Notre Dame de Namur University; (3) act as an agent for the continued review of University policies and programs as they affect the membership; (4) initiate and support professional development opportunities for the membership; and (5) work cooperatively with other Notre Dame de Namur University organizations with regard to justice and peace issues. Non-exempt employees are granted one hour and fifteen minutes of paid release time to attend monthly Staff Assembly meetings. Please contact the Staff Assembly Chair for additional information.

E. The Faculty Senate

The Faculty Senate is organized to promote the general welfare of Notre Dame de Namur University. To this end it seeks: (1) to act as a body to communicate faculty opinion on academic and professional matters to the Administration, the Board of Regents and the Board of Trustees; (2) to work toward the development and improvement of professional standards; and (3) to provide for continuous study of faculty problems as they may arise.

X. STATEMENT ON ACADEMIC FREEDOM

It is fundamental to the health of an academic institution and ultimately to the health of a society at large that individual persons and groups of persons exercise their responsibility and freedom to search for the truth and to speak the truth as it is discovered. In a collegial community, the corporate person of the University institution, and the persons of the faculty, staff, and student body, bear mutual responsibility to exercise professional competence and to extend to one another the trust and respect which foster an environment for the exercise of academic freedom.

Notre Dame de Namur University endorses the principles of academic freedom. As a learned person and as a staff member at a Catholic University, each administrator must recognize that people will judge both the profession and the institution by what is said in the classroom and in public.

XI. COUNCIL AND COMMITTEE STRUCTURE

The Office of the President maintains membership lists and procedures for University committees and councils. These lists will be updated periodically and communicated to all employees.

XII. NOTRE DAME DE NAMUR UNIVERSITY FACILITIES

A. Policy Regarding Workplace Violence

1. Statement Of Policy

Notre Dame de Namur University recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. Therefore, NDNU has adopted this policy regarding workplace violence.

The safety and security of Notre Dame de Namur University employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect NDNU, or which occur on University property, will not be tolerated.

This prohibition against threats and acts of violence applies to all persons involved in the operation of NDNU, including, but not limited to, Notre Dame de Namur University personnel, contract and temporary workers and anyone else on Notre Dame de Namur University property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

This policy is intended to bring Notre Dame de Namur University into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

2. Definitions

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several Notre Dame de Namur University employees. Examples of workplace violence include, but are not limited to, the following:

- Threats or acts of violence occurring on University premises, regardless of the relationship between NDNU and the parties involved in the incident.

- Threats or acts of violence occurring off University premises involving someone who is acting in the capacity of a representative of Notre Dame de Namur University.
- Threats or acts of violence occurring off University premises involving an employee of NDNU if the threats or acts affect the business interests of Notre Dame de Namur University.
- Threats or acts of violence occurring off University premises of which an employee of NDNU is a victim if NDNU determines that the incident may lead to an incident of violence on University premises.
- Threats or acts resulting in the conviction of an employee or agent of Notre Dame de Namur University, or of an individual performing services for Notre Dame de Namur University on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate business interests of Notre Dame de Namur University.

Specific examples of conduct which may be considered threats or acts of violence under this policy include, but are not limited to, the following:

- Threatening physical or aggressive contact directed toward another individual.
- Threatening an individual or his/her family, friends, associates or property with physical harm.
- The intentional destruction or threat of destruction of University property or another's property.
- Harassing or threatening phone calls.
- Surveillance.
- Stalking.
- Veiled threats of physical harm or like intimidation.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

3. Enforcement

Any person who engages in a threat or violent action on University property may be removed from the premises as quickly as safety permits and may be required, at NDNU's discretion, to remain off University premises pending the outcome of an investigation into the incident.

When threats are made or acts of violence are committed by an NDNU employee, a judgment will be made by NDNU as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is Notre Dame de Namur University's policy to put the threat-maker on notice that he/she will be held accountable for his/her actions and then follow through with the implementation of a decisive and appropriate response.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. Decisions under this policy will be made by a team comprised of the President, the Director of Human Resources, and the Chief of Public Safety. No existing University policy or procedure should be interpreted in a manner that prevents the above from occurring.

Important Note: Notre Dame de Namur University will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by NDNU. In making this determination, NDNU may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at Notre Dame de Namur University.

B. Operation Of Personal Automobiles On University Business

1. Authorized Use – The supervisor must approve the use of personal automobiles for official university purposes if a mileage allowance is to be paid or if, in case of an accident, business travel accidental death insurance and Worker's Compensation benefits are claimed under coverage provided by the University. It is the responsibility of the supervisor to determine that each driver who is authorized to drive has a valid driver's license and personal automobile liability insurance.

a. Medical Costs – If it is established that the driver was employed in an official University activity when the accident occurred, the driver is eligible for Worker's Compensation benefits.

b. Insurance – NDNU's liability insurance policy provides excess liability insurance protection to employees while they are using their own vehicles on University business, subject to the following provisions:

(1) The employee's insurance is primary and will be applicable before the University's insurance will defend or pay any claim.

(2) In any event, the employee must have insurance, or be responsible, for at least bodily injury coverage of \$15,000 per person, \$30,000 per accident, and \$5,000 property damage coverage, as required by the State's "financial responsibility" laws. Must also possess a valid driver's license.

NDNU does not provide any insurance protection for fire, theft, collision, or other loss or damage to employee's vehicles or personal property. The employee's department should pay the deductible (up to a maximum of \$250) for damage to an employee's vehicle used on authorized University business. If employees frequently use their vehicles on University business, they should consult with their insurance agent or broker.

C. Use Of University Equipment (Lockers, Computers, E-Mail, Voice Mail, Etc.)

All University property, including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, modems, facsimile machines, duplicating machines and University vehicles must be kept clean and neat and maintained in good working order. Employees who lose, steal or misuse University property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including discharge.

NDNU reserves the right, at all times, and without prior notice, to inspect and search any and all University property for the purpose of determining whether this policy or any other University policy has been violated, or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. Such inspections may be conducted during or after business hours and in the presence or absence of the employee.

D. Use Of University Facilities

Employees may use the facilities of the Physical Education Program which include the gymnasium, swimming pool, tennis courts, and other approved facilities subject to University policies and regulations concerning the use of each facility.

Employees may rent Ralston Hall for their personal or close family's use for an event (i.e., child's wedding, spouse's retirement party). For the definition of "close family" see page 48. Full-time Faculty and Staff who have been employed at the University for at least six months at the time of booking will receive a 50% discount off the normal published rental fees. Part-time Faculty and Staff who have been employed at the University for at least six months and who stay employed at the University through the event date will receive a 25% discount. Discounts do not apply to friends and relatives, etc. The University does not allow sponsorship for discounts. If you have been employed at the University for five years your discount as noted will still apply. If you do not have five years of service the discount will not apply and you will be responsible for the entire rental fee amount as noted in the rental packet.

E. Use Of University Stationery And Mail Services

All University engraved or printed stationery, envelopes and other work materials are for University-related business only. These materials may not be used for personal correspondence or non-business matters. When signing University business letters on University letterhead, the employee's name and title or position must be used.

Employees are permitted to use NDNU's mail services for personal use, pursuant to the Mail Center Handbook, available from the Director of Human Resources and the Mail Center, which sets forth hours of operation and appropriate use of the Mail Center facilities.

F. Keys

Employees must return any Notre Dame de Namur University keys upon severance. Key replacement costs may be deducted from an employee's final paycheck for each key that is not returned.

G. Employee Property

Employees should not bring valuables to work. If necessary to do so, all valuables should be kept in a secure location. NDNU assumes no responsibility for the loss, theft or damage of employee personal property.

H. Lost And Found

The Reception area serves as the location for items lost and found.

I. Security

On Notre Dame de Namur University's campus, responsibility for safety matters is handled by a competent staff aware of safety issues, including a professionally trained residence life staff. NDNU's community members themselves take on responsibility for measures to ensure safety and to protect possessions.

In compliance with Title II of the Crime Awareness and Campus Security Act of 1990, NDNU regularly provides information relating to crime statistics and security measures through articles and notices dealing with public safety in employee newsletters, in posted notices, and in material made available to prospective and matriculated students. In addition, as required by the Act, Notre Dame de Namur University publishes an annual report of statistics on certain categories of crimes reported on the campus through the Campus News and the student newspaper.

J. Employee Parking

NDNU provides employees with parking on a first come, first served basis. Some parking areas, however, may be reserved for disabled drivers, students, vendors, University vehicles, etc. You may park your vehicle in any non-reserved space at your own risk. You remain responsible for any damage to your vehicle or the contents thereof.

K. Telephones

While you are at work, you are expected to perform your job duties and responsibilities. Personal calls, both incoming and outgoing, are to be kept at a minimum. Supervisors may limit personal use of the telephone if such use interferes with the operations of the department.

L. Housekeeping

All employees are expected to maintain their desks and/or work areas in orderly fashion. Also, please pick up after yourself when you use the break room, kitchen or rest room.

M. Smoking

Smoking is *not* allowed in University buildings. Smoking is *not* allowed in student areas, University vehicles, or in rest rooms. Employees are not permitted to smoke within 20 feet of any building entrance. Please be especially attentive to the sensitivities of students or fellow employees who may object to smoking. Non-employees are not permitted to smoke while visiting our workplace buildings.

Any employee working in an area in which smoking is permitted who has a sensitivity to smoke or is otherwise affected by smoking should contact his or her supervisor.

N. Health And Safety

The health and safety of employees and others on University property are of critical concern to Notre Dame de Namur University. We strive to attain the highest possible level of safety in all activities and operations. NDNU also intends to comply with all health and safety laws applicable to our operations.

To this end, NDNU must rely upon our employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about work place safety including proper operating methods and known dangerous conditions or hazards. Employees should report any unsafe conditions or potential hazards to a supervisor *immediately*, even if you believe you have corrected the problem. If you suspect a concealed danger is present on University premises, or in a product, facility, piece of equipment, process or business practice for which NDNU is responsible, bring it to the attention of your supervisor, the Director of Facilities, the Chief of Public Safety, or the Director of Human Resources *immediately*. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and should contact the Director of Facilities, the Chief of Public Safety, or the Director of Human Resources regarding the problem.

Periodically, NDNU may issue rules and guidelines governing work place safety and health. NDNU may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with the location of these rules and guidelines and the substance of the rules and guidelines, as strict compliance will be expected. Failure to strictly comply with rules and guidelines regarding health and safety or negligent work performance which endangers health and safety will not be tolerated.

Additionally, Notre Dame de Namur University has developed an Emergency Procedures Manual. To review a copy of the Manual, please contact the Director of Facilities, the Chief of Public Safety, or the Director of Human Resources. It is your responsibility to read, understand and observe the procedures contained in the manual.

Any work place injury, accident or illness *must* be reported to your supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in medical care, after which the details of the injury or accident must be reported.

XIII. UNIVERSITY POLICIES

A. Reimbursement Policy

Notre Dame de Namur University will reimburse faculty, staff and students for expenses incurred for authorized expenditures when supported by original receipts, proof of payment and approved by an appropriate budget officer. Expenditures must be consistent with budget policy. In order to comply with Internal Revenue Regulations, the University will not reimburse for payment made to an individual for services. These payments must be processed through Accounts Payable.

Notre Dame de Namur University has designated a Travel Agent and Office Supplies Vendor. Please contact Purchasing in the Business Office for further information, detailed policies and forms.

B. Travel Policy

The University will help, within limits, and according to the status of the budget, to support travel expenses incurred while on University business. All travel on University business must be authorized in advance by the immediate supervisor. All airline travel that will be paid from University funds must be executed through the University's designated agent unless specific travel requirements would make it unfeasible. The travel agent can also make hotel reservations for the traveler as necessary. Mileage will be reimbursed at a rate established by the University in accordance with federal guidelines. Miles incurred during the commute from the employee's home to the campus are not included. All expenses incurred during the course of travel or attendance at meetings or conferences must be supported by receipts. Expenses submitted without receipts will not be reimbursed. Contact the Business Office for procedure details, travel requisition forms, deadlines and current rates.

XIV. CONFLICTS OF INTEREST AND OUTSIDE ACTIVITIES

A. Primary Responsibility

The primary responsibility of an employee is to render to the University the most effective service possible and to devote his/her full working time to the University. At the same time, consulting and other outside activities of a professional nature are looked upon favorably and encouraged by the University where such activities give the employee experience and knowledge valuable to professional growth and development. These activities may help the employee make worthy contributions to knowledge, or contribute to their professional effectiveness, or otherwise make a positive contribution to the University or the community. While employees are encouraged to engage in such activities, these activities must be clearly subordinate to the service responsibilities. No outside service or enterprise, professional or other, should be undertaken that might interfere with the employee's primary responsibility to the University.

B. Conflicts Of Interest

No administrator may engage in any activity that creates or has a tendency to create a conflict of interest between his/her University obligations and any other interests or obligations. As used herein, the term "conflict of interest" refers to situations in which the interest of an administrator in his/her own welfare, or in the welfare of persons in the administrator's immediate family, or with whom the administrator has a personal or financial relationship, may influence action taken by the administrator in a way that is inconsistent with the best interests of the University.

Conflicts of interest in the University context may arise in a variety of areas and are to be avoided in all cases. These areas, and the University policy with respect thereto, are discussed in the following subsections.

C. Outside Activities

1. "Outside Activities" And "Outside Professional Activities"

For purposes of this section, "outside activities" and "outside professional activities" are defined as:

"Outside activities" are those activities, compensated or uncompensated, which are not included directly or indirectly, in contractual obligations to the University and which are not related to professional specialty.

"Outside professional activities" are those activities compensated or uncompensated, which are related to the administrator's professional specialty which involve persons, entities or governmental agencies other than the University (an "outside entity") or programs administered through or sponsored by an outside entity. Examples of "outside professional activities" include:

- practicing a profession on a part-time basis;
- providing professional, managerial, or technical consulting service to an outside entity;
- serving on a committee, board, panel, or commission established by an outside entity;
- testifying as an expert in administrative, legislative, or judicial hearings;
- participating in or accepting a commission for a musical, dramatic, dance, or other artistic performance or event sponsored by an outside entity;
- teaching at an institution other than Notre Dame de Namur University with permission.
- Certain “outside professional activities” are encouraged. They include:
 - writing of professional books, monographs, and articles;
 - participating in professional organizations, seminars, and colloquia that are relevant to the educational process at the University and/or to the individual’s professional interests;
 - acting as a reviewer or editor for professional journals or book manuscripts;
 - presenting occasional lectures or papers at meetings of an outside entity.

Applicable Procedures. All “outside activities” and “outside professional activities” are subject to the requirement that conflict of interest or the appearance thereof be avoided. However, in recognition of the fact that “outside professional activities” may make a valuable contribution to the University and to an individual’s professional growth as long as the activities are undertaken in a manner consistent with the full performance of the employee’s primary obligations to the University, the following procedures are adopted:

Prior authorization generally required: In any instance where a conflict of interest may arise, prior to participating in “outside activities” other than those described above, the administrator must receive authorization from the President or senior administrator.

In all cases where an employee is authorized to engage in “outside professional activities,” or “outside activities” such authorization may be conditional in nature and shall be considered probationary and subject to periodic review by appropriate University officials in light of changing University needs. In this regard, an administrator is obligated to keep the President and/or senior administrator informed with respect to the changes in the nature and scope of the activity engaged in whenever they occur. Any such material changes are subject to the authorization requirements set forth previously in this section.

Situations in which prior authorization is not required: An employee is not required to obtain prior authorization before engaging in “outside professional activities” in academic and professional activities described in Section (3) above.

Time Restriction on “Outside Activities” and “Outside Professional Activities.” Unless otherwise approved in writing by the President and/or senior administrator, time spent by employees on “outside activities” and “outside professional activities” must be in addition to, rather than a part of, the normal full-time effort expected of administrators for University work.

Use of University Facilities and Services. Except for the use of office space assigned to an employee available library services and University facilities (including without limitation, computers and other equipment) may be used by in connection with “outside activities” and “outside professional activities” only after written approval by the President and/or senior administrator. In all cases, the employee or his/her outside employer or sponsor will pay the rate established by the University for the use of the facility or equipment. Notwithstanding the foregoing, University facilities may be used by employees in connection with the professional or scholarly activities described in Section (3) above without being subject to the requirements of prior approval or reimbursement.

Employees may utilize the services of their respective department/division to assist in the preparation of professional articles, papers, reviews, etc., if such publications are not for profit by the individual, but such clerical assistance should not interfere with official work. In the case of a major project for which the employee may receive substantial financial compensation, the cost of preparation must be borne entirely by the individual administrator.

Use of the University Name and Seal. The University’s name and seal are the exclusive property of the University and, consequently, should not be used in connection with goods or services offered by any outside organization without the prior permission of the President and/or senior administrator.

Official stationery may not be used in connection with “outside activities” except with respect to those professional and scholarly activities described in Section (3) above. No report or statement relating to “outside activities” may use the name of Notre Dame de Namur University or be attributed to it. The use of official University titles for personal gain or publicity is prohibited without the written approval of the President or senior administrator.

University Assumes No Responsibility. The University assumes no responsibility for the competence or performance of “outside activities” engaged in by an administrator, nor may any responsibility be implied in any advertising with respect to such activities.

Political Activity. Administrators, as citizens, are free to engage in political activities. Any administrator who wishes to engage in direct political activity which will involve a substantial amount of time (e.g., holding or running for political office, managing a campaign, directing group action on behalf of a political candidate or issue) is expected to work out a written mutual agreement or leave of absence with the President and/or senior administrator before undertaking such activity.

2. Compliance And Enforcement

The immediate supervisor and the Vice President for Finance and Administration are available for advance consultation with respect to potential conflict of interest situations. The University expects staff members to seek advice from these sources.

If the immediate supervisor or the Vice President for Finance and Administration are concerned about whether an administrator is meeting the standards of this policy, the immediate supervisor will discuss this with the administrator. If a satisfactory resolution cannot be reached, the immediate supervisor will advise the Vice President for Finance and Administration of the problem and of the specific steps that have been taken in attempting to resolve the issue. Further attempts at resolution shall follow procedures for implementing the University's policy as set forth in the Employee Handbook and other applicable regulations.

TUITION REMISSION POLICY FOR FACULTY AND STAFF

A. Tuition Remission

General: Notre Dame de Namur University, as a center for life-long learning, supports education for eligible faculty, staff, and administrators, which can increase their skills, enhance their commitment to the University, provide opportunities for personal growth, and help attract and retain a qualified and diverse group of employees.

Overall Program Elements: Eligible faculty, staff or administrators who wish to use these benefits in respect to a course of study leading to a NDNU degree must first be academically approved for admission into the University and into the specific program, in order to register. Individual courses may also be taken for personal or professional enrichment. Eligible individuals may receive full remission of tuition (but not other charges, expenses, material fees and incidental charges) for NDNU undergraduate, graduate, professional studies, and credential courses; however, enrollment is on a space available basis.

General Eligibility Requirements: Courses that are covered by tuition remission include NDNU academic courses offered at regular tuition rates (Full-time Day, Part-time Day, Professional Studies, Credential, and Graduate). For a list of NDNU certificate programs included in tuition remission see appendix A. For a list of courses not covered by tuition remission see appendix B.

Remission of tuition by the University shall be of the regular tuition charge, less the total amount of student aid awards under federal and California government financial aid grant programs for which the employee, spouse or domestic partner, or dependent is eligible. Whenever the employee, spouse or domestic partner, or dependent intend to take six (6) or more undergraduate units per semester, the appropriate financial aid application forms are required (e.g., the FAFSA). No other institutional financial aid will be granted for individuals on tuition remission.

Individuals receiving tuition remission are not included in the class count for the purpose of canceling under-enrolled classes or for the purpose of splitting classes.

In all cases, the time spent by the employee in such educational activity does not constitute work performed by the employee on behalf of the University. The supervisor, at his or her discretion, may approve up to three (3) of the total units per semester of an employee (including summer session), to be taken during normal working hours of the employee, if the supervisor determines that there is an alternative work schedule satisfactory to employee, which does not increase University wage and salary costs and satisfies its operational needs.

If an eligible employee dies or is totally disabled, his/her spouse or dependent children who are already enrolled at Notre Dame de Namur University remain eligible for the program. These benefits extend until the degree is earned, or for four (4) years, whichever comes first.

Taxability of Benefits: Some tuition remission benefits (e.g., graduate coursework) are considered taxable compensation and therefore do not qualify for tax-exempt treatment. Employees are strongly encouraged to consult with a tax advisor concerning the particular situation.

Specific Eligibility Provisions:

Full-time Faculty and Staff: Eligibility begins after six (6) months of continuous, active employment. Eligible individuals are full time employees, their spouse or domestic partner, and dependent children. Full time employees may receive tuition remission to a maximum of 9 units per semester, 27 units per year including summer sessions. Spouses, domestic partners, and dependent children are expected to take courses consistent with the standard academic expectations for their program of study.

Part-time Staff: Eligibility begins after six (6) months of continuous, active employment, when working at least 1,000 hours per academic year. Eligible individuals are part time staff members, spouse or domestic partner, and dependent children. They may take up to a total of six (6) units of coursework per semester, 18 units per year including summer session.

Part-time Faculty: After (2) semesters of employment or six months of continuous employment, the part-time faculty member's number of credit units taught will be assessed and the part-time faculty member will be eligible to receive tuition remission equal to the number of units taught during the waiting period. The part-time faculty member must use the eligible number of units during a semester or concurrent semesters in which they are teaching or immediately following a semester/s of teaching. Following a one semester hiatus of teaching eligible units will not be carried forward. (Summer session will not be considered a semester hiatus.) Eligible individuals are the part-time faculty member. Senior Lecturers and part-time faculty, with five (5) years of continuous active employment may take up to a total of six (6) units per semester, a total of 18 units per year including summer session, of coursework.

Definitions: Dependent children are defined as natural or adopted, through the age of twenty-five (25) who receive at least fifty percent (50%) parental support.

Exceptions: Employees who believe they may have an exception to this policy should consult with the Human Resources Department.



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Additional Information: For Tuition Remission Process see appendix C.

Tuition Exchange Program:

For information on the Council of Independent Colleges (CIC) tuition exchange program with other private universities and colleges, contact the Human Resources Office. The University may apply to tuition exchange programs, any of the tuition remission program elements, including financial aid applications and offset of grant awards.

Tuition Discount at the Early Learning Center:

For information on possible tuition discount for employees' dependent children at the ELC, contact the Human Resources Office.

Tuition Discount at Notre Dame High School Belmont:

For information on possible tuition discount for employees' dependent daughters, granddaughters, or nieces at Notre Dame High School Belmont, contact the Human Resources Office.

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Full Early Retired Faculty and Phased Early Retired Faculty: May enroll in three (3) units of undergraduate, graduate or credential coursework per semester. Eligible individuals are the full and phased early retired faculty members.

Definitions: Dependent children are defined as natural or adopted, through the age of twenty-five (25) who receive at least fifty percent (50%) parental support.

Exceptions to the above policy may be made with the approval of the Director of Human Resources, the immediate supervisor and the school Dean.

B. Holidays

Notre Dame de Namur University observes the following paid holidays:

New Year's Day	Midterm Holiday
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	December 24
Memorial Day	Christmas Day
Independence Day	December 26
Labor Day	New Year's Eve

If a holiday falls on a weekend day, it is usually observed on the preceding Friday or the following Monday. Holiday observance will be announced in advance.

For non-salaried employees, including part-time employees, holiday pay will be calculated based on your straight time pay rate (as of the date of the holiday) times the number of hours you would have otherwise worked on that day. Temporary employees are not eligible for holiday pay.

Regularly scheduled part-time employees who work fewer than 1000 hours per year are paid ½ day's wages (3 ½ hours) for Thanksgiving Day, Christmas Day and Good Friday.

To be eligible for holiday pay, you must work or be paid as worked the last scheduled day immediately preceding and the first scheduled day following the holiday.

Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums.

C. Vacations

Vacation is calculated beginning on date of hire as a full-time employee and is earned on a fiscal year basis (July 1 through June 30). Although employees are eligible to take vacation days as soon as they are earned, vacation may only be taken by obtaining advance written approval from the employee's supervisor.

Employees who terminate regular staff employment receive a lump-sum payment at their current rate of pay for their accumulated vacation. Payment cannot exceed the maximum vacation accumulation allowed.

1. Nonexempt Employees

Years one through three: fifteen (15) days accrued at the rate of:

8.75 hours/month for employees scheduled to work 35 hours/week. Maximum accrual is 210 hours.

9.375 hours/month for employees scheduled to work 37.5 hours/week. Maximum accrual is 225 hours.

10 hours/month for employees scheduled to work 40 hours/week. Maximum accrual is 240 hours.

Fourth year and thereafter: twenty (20) days accrued at the rate of:

11.66 hours/month for employees scheduled to work 35 hour/week. Maximum accrual is 210 hours.

12.5 hours/month for employees scheduled to work 37.5 hours/week. Maximum accrual is 225 hours.

13.33 hours/month for employees scheduled to work 40 hours/week. Maximum accrual is 240 hours.

2. Exempt Employees

Years one through three: twenty (20) days accrued at the rate of 1.67 days per month.
Maximum accrual is 30 days.

Fourth year and thereafter: twenty-five (25) days accrued at the rate of 2.08 days per month.
Maximum accrual is 30 days.

Part-time employees who are scheduled to work and do work over 1000 hours per year accrue vacation on a pro-rated basis. For example, a 60% part-time nonexempt employee is entitled to 60% of 15 days' vacation per year, accruing at a rate of 60% of 8.75 hours per month.

Temporary employees do not accrue paid vacation time.

Employees are encouraged to take their accrued vacation each year. If you reach the cap, you will not accrue any additional vacation compensation until you use a portion of the time you have previously accrued. If you have reached the cap and later use some of your vacation compensation, you will again begin to accrue vacation compensation. However, you will not receive any retroactive accrual for the period of time during which your vacation accrual had reached the cap. If you again reach the cap, your accrual of the vacation compensation will again be suspended.

Vacations will be scheduled so as to provide adequate coverage of jobs and staff requirements. The Director of Human Resources in conjunction with supervisors will make the final determination in this regard.

Vacation does not accrue during leaves of absence or other periods of inactive service.

Teachers at the Early Learning Center should refer to their employment letters for specific information regarding sick and vacation accrual.

D. Sick Leave

Notre Dame de Namur University provides paid accrued sick leave to all eligible employees for periods of temporary absence due to illness or injury; sick leave is not for ~~personal~~ absences.

Acceptable uses of sick leave include:

- when an employee's illness or injury prevents the employee from working;
- when medical or dental appointments must be scheduled during the employee's regular work hours;
- when illness or injury in the employee's close family requires the employee's absence from work. A maximum of 15 days of sick leave may be used for this purpose during a year of service. For the definition of ~~close family~~ see page 48.

Employees begin accruing sick leave immediately. Once the maximum amount of sick leave has been accrued, no further sick leave will accrue until such time as the amount of accrued sick leave has been reduced below the maximum amount. Unused sick leave does not carry over to the next year and you will not be paid for unused sick leave.

Sick leave may not be used during holidays, vacations, or for hours of work outside an employee's regular schedule. If sick pay is misused, sick pay will not be awarded and you may be disciplined and even discharged.

For absences of four or more consecutive days, a certification from a health care provider may be requested by your supervisor. The certificate must state that you were under the provider's care or treatment for the days in question, that it was the provider's recommendation that you remain off work for that period, but that you are now cleared to return to work.

It is your responsibility to apply for any disability benefits for which you may be eligible as a result of illness or disability, including California State Disability Insurance, workers' compensation insurance, and/or any short-term disability insurance benefits for which you qualify. Your sick leave benefits will be fully integrated with other benefits available to you so that at no time will you be paid more than your regular compensation.

Employees will not accrue sick leave during unpaid leaves of absence.

Only when an employee is terminated because of permanent disability may accumulated sick leave be paid in a single sum. Sick leave cannot be converted to vacation leave.

Teachers at the Early Learning Center should refer to their employment letters for specific information regarding sick and vacation accrual.

1. Nonexempt Employees

Full-time nonexempt employees earn sick leave at a rate of 7, 7.5, or 8 hours for each month worked up to a maximum of 60 days (420, 450, 480 hours).

Part-time employees who are scheduled to work and do work over 1000 hours per year accrue sick leave on a pro-rated basis. Temporary employees do not accrue sick leave.

2. Exempt employees

Full-time exempt employees earn sick leave at a rate of twelve (12) days per year to a maximum accrual of sixty (60) days.

Part-time employees who are scheduled to work and do work over 1000 hours per year accrue sick leave on a pro-rated basis. Temporary employees do not accrue sick leave.

E. Insurance Benefits

1. Medical And Dental Insurance

The University provides a choice of medical plans for its employees. For all full-time employees, the cost of employee coverage of each plan is partially paid for by the University. The University also provides one dental plan for its employees. For all full-time employees, the cost of employee coverage in the dental plan is partially paid for by the University.

Part-time employees and administrators who meet eligibility requirements of the carrier may participate in the plans, but they will be responsible for 100% of the cost. The University will not pay any portion of the medical insurance premiums for part-time employees.

When each employee begins work, he or she will be given details of each plan, including prices and comparative coverage information, by the Human Resources office. The employee is responsible for informing the Human Resources office of his or her medical plan choice within three working days after he or she is provided with the information.

Health or dental insurance is effective the first of the month following completion of thirty calendar days of employment. Health or dental insurance for employees who begin work on the first of the month may be effective the first of the following month.

2. Disability Insurance

Employees are covered by California Disability Insurance pursuant to the California Unemployment Insurance Code. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at NDNU or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.

a. Long-Term Disability

The University's Long-Term Disability (LTD) program provides insurance that is income protection during a prolonged period of disability resulting from injury, sickness, or pregnancy. Starting on the 91st calendar day of the disability, full-time employees are eligible to receive a monthly income up to 66-2/3 % of the employee's base salary. Monthly benefits will be reduced by the amount received from other benefits such as worker's compensation or Social Security disability payments.

The effective date of eligibility for LTD benefits is the first of the month following thirty (30) calendar days of employment. The life insurance policy contains further information on long-term disability insurance. The University pays the entire cost of LTD insurance.

b. Long Term Care (LTC)

Long Term Care is a supplemental insurance that covers nursing facility and home care if you become disabled for a period of more than 90 consecutive days. Employees may purchase

this Long Term Care insurance through a group-sponsored carrier. Coverage is available for employees, their spouses, children and parents.

3. Unemployment Compensation

NDNU contributes to the Unemployment Insurance Fund on behalf of its employees.

4. Social Security

NDNU matches each employee's Social Security contribution dollar for dollar. You will receive the benefits upon your retirement and/or perhaps in other circumstances in accordance with the Social Security laws.

5. Workers' Compensation

If you are injured or become ill on the job, then you may receive, at no cost to you, workers' compensation insurance benefits that may include medical care, compensation and vocational rehabilitation.

To receive workers' compensation benefits, you must:

- Report any work-related injury to your supervisor immediately.
- Complete a written claim form and return it to the Director of Human Resources.
- Seek medical treatment and follow-up care if required.

You have the right to choose a personal physician. You should notify Human Resources, in writing, of your chosen physician for any injury occurring. If an employee has not designated a personal physician for a Worker's Compensation Claim, the University may choose a physician for the first 30 days of an employee's claim.

The law requires that NDNU notify the workers' compensation insurance company of any concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000.00 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may be in order.

6. Accidental Death And Dismemberment Insurance

The University provides Accidental Death and Dismemberment Insurance to full-time employees. This benefit will be paid for death or dismemberment occurring as a direct result of accidental bodily injury, if the loss occurs within ninety (90) days from the date of the accident. This benefit is available to full-time employees only, and the University pays the entire cost.

The effective date of coverage is the first day of the month following the completion of thirty (30) calendar days of employment. The life insurance policy contains further information on accidental death and dismemberment insurance.

7. Term Life Insurance

The University provides life insurance coverage of \$50,000 effective on the first day of the month following completion of thirty (30) calendar days of employment. An insurance policy will be given to the employee near the effective date of coverage.

F. Continuation Of Medical Insurance Upon Employment Termination

The Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) provides eligible individuals with the option to continue medical insurance coverage under NDNU’s policy, at their own expense and for a certain period of time, upon the termination of employment as well as in other circumstances. For more information, please contact the Director of Human Resources.

G. Leaves Of Absence

1. General Provisions Applicable To All Leaves Of Absence

NDNU may grant leaves of absence to employees in certain circumstances. You should notify your supervisor and/or the Director of Human Resources in writing as soon as you become aware that you may need a leave of absence. NDNU will consider your request in accordance with applicable law and NDNU’s leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with your supervisor or the Director of Human Resources during your leave, and giving prompt notice if there is any change in your return date.

You must not accept other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at NDNU.

Vacation, holidays and other benefits will not accrue while you are on a leave of absence. Upon return from a leave of absence, you will be credited with the full employment status which existed prior to the start of the leave. You will not receive credit for the time during the leave, except that you will retain your original date of hire.

Accrued vacation benefits may be used during leaves of absences. Accrued sick leave benefits may be used during non-occupational medical leaves, occupational medical leaves and pregnancy disability leaves. All such payments, however, will be coordinated with any state disability, workers’ compensation or other wage reimbursement benefits for which you may be eligible so that at no time will you be paid more than your regular compensation.

NDNU may hold in abeyance or proceed with any counseling, performance review or disciplinary action, including discharge, which was contemplated prior to an employee’s request for or receipt of a leave of absence or which have come to NDNU’s attention during the leave. If

such action is held in abeyance during the period of leave of absence, NDNU reserves the right to proceed with such action upon the employee's return. Requesting or receiving a leave of absence in no way relieves an employee of his or her obligation while on the job to perform his or her job responsibilities capably and up to NDNU's expectations and to observe all University policies, rules and procedures.

2. Family And Medical Leave

NDNU will grant Family and Medical Leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under either law.

Please contact your supervisor as soon as you become aware of the need for a Family and Medical Leave. The following is a summary of the relevant provisions.

a. Employee Eligibility

To be eligible for Family and Medical Leave benefits, you must: (1) have worked for NDNU for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a location where at least 50 employees are employed by NDNU within 75 miles.

b. Leave Available

Eligible employees may receive up to a total of 12 workweeks of unpaid leave during a 12-month period. A 12-month period begins on the date of an employee's first use of federal Family and Medical Leave. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. Leave may be used for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for a close family member with a serious health condition. "Close family" includes only the employee's spouse, opposite sex / same-sex domestic partner; children of the employee, of the spouse, or of the opposite sex / same-sex domestic partner; parents; parents-in-law; brothers and sisters of the employee; grandparents or grandchildren of the employee; or other family member dependent on the employee and living in the employee's household; or (3) to take medical leave when the employee is unable to work because of a serious health condition.

Under some circumstances, employees may take Family and Medical Leave intermittently—which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

If you are pregnant, you may have the right to take a pregnancy disability leave in addition to a Family and Medical Leave. Please review the pregnancy disability leave policy

below and notify your supervisor or the Director of Human Resources if you need leave due to your pregnancy.

Certain restrictions on these benefits may apply.

It is not the intent of the Family and Medical Leave Act to cover absences due to medical appointments or sick days for dependents. NDNU will allow employees to use accrued sick leave and/or vacation pay to cover such absences. (*See also* NDNU Sick Leave Policy.)

c. Notice And Certification

If you need Family and Medical Leave, you may be required to provide:

- 30-day advance notice when the need for the leave is foreseeable;
- medical certification from a health-care provider (both prior to the leave and prior to reinstatement);
- periodic recertification; and
- periodic reports during the leave.

When leave is needed to care for your immediate family member or your own serious health condition, and is for planned medical treatment, you must try to schedule treatment so as not to disrupt NDNU's operations unduly.

d. Compensation During Leave

Family and Medical Leave is unpaid. Employees may use accrued paid leave (such as vacation or sick leave) to cover some or all of the Family and Medical Leave, and the University may require this. The use of paid time off cannot extend the length of a Family and Medical Leave.

e. Benefits During Leave

NDNU will maintain group health insurance coverage if you are on Family and Medical Leave for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if you had continued to work. In some instances, NDNU may recover premiums it paid to maintain health coverage if you do not return to work following family or medical leave.

If you are on Family and Medical Leave but you are not entitled to continued paid coverage, you may continue your group health insurance coverage through NDNU in conjunction with federal COBRA guidelines by making monthly payments to NDNU for the amount of the relevant premium. Please contact your supervisor for further information.

f. Job Reinstatement

Under most circumstances, upon return from Family and Medical Leave, you will be reinstated to your previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, upon return from a Family and Medical Leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on Family and Medical Leave, or if your position would have been eliminated during the leave, then you would not be entitled to reinstatement.

If you are returning from Family and Medical Leave taken for your own serious health condition but you are unable to perform the essential functions of your job because of a physical or mental disability, you may be entitled to a reasonable accommodation under the Americans with Disabilities Act.

Your use of Family and Medical Leave will not result in the loss of any employment benefit that you earned or were entitled to before using Family and Medical Leave.

NDNU may hold in abeyance or proceed with any counseling, performance review or disciplinary action, including discharge, which was contemplated prior to your request for or receipt of a leave of absence or which has come to NDNU's attention during the leave. If such action is held in abeyance during the leave of absence, NDNU reserves the right to proceed with such action upon your return. Requesting or receiving a leave of absence in no way relieves you of your obligation while on the job to perform your job responsibilities capably and up to NDNU's expectations and to observe all University policies, rules and procedures.

g. Unlawful Acts

It is unlawful for NDNU to interfere with, restrain, or deny the exercise of any right provided by state or federal law. It is also unlawful for NDNU to refuse to hire or to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceedings related to Family and Medical Leave.

h. Intermittent Leave

Employees may take Family and Medical Leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee, employee's child, parent, or spouse, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The conditions of intermittent leave must be approved by both the supervisor and the Human Resources Director.

3. Pregnancy Disability Leave

NDNU will grant an unpaid pregnancy disability leave if you are disabled on account of your pregnancy, childbirth, or a related medical condition.

a. Leave Available

If you are disabled due to pregnancy, childbirth, or a related medical condition, you may take up to a maximum of four months leave. As an alternative, NDNU may transfer you to a less strenuous or hazardous position if you so request, with the advice of your physician, and if the transfer can be reasonably accommodated.

Leave taken under the pregnancy disability policy runs concurrently with Family and Medical Leave under federal law, but not with Family and Medical Leave under California law.

b. Notice And Certification Requirements

You must provide NDNU with reasonable advance notice of your need for a pregnancy disability leave. In addition, you must provide NDNU with a certification from a health-care provider.

c. Compensation During Leave

Pregnancy disability leaves are without pay. However, you may utilize accrued vacation time and any other accrued paid time off during the leave.

d. Benefits During Leave

If you are also eligible for federal or state Family and Medical Leave, NDNU will maintain your group health insurance coverage for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if you had continued to work. In some instances, NDNU may recover premiums it paid to maintain health coverage if you do not return to work following pregnancy disability leave. If you are not eligible for Family and Medical Leave, you will receive continued paid coverage on the same basis as employees taking other leaves.

If you are on pregnancy disability leave but you do not receive continued paid coverage, you may continue your group health insurance coverage through NDNU in conjunction with federal COBRA guidelines by making monthly payments to NDNU for the amount of the relevant premium. You should contact your supervisor for further information.

e. Reinstatement

Upon the submission of a medical certification from a health care provider that you are able to return to work, you will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, you will not be entitled to any greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off if you had not gone on leave, then you will not be entitled to reinstatement. Similarly, if your position has been filled in order to avoid undermining NDNU's ability to operate safely and efficiently while you were on leave, and there is no equivalent position available, then reinstatement will be denied.

If upon return from a pregnancy disability leave you are unable to perform the essential functions of the job because of a physical or mental disability, you may be entitled to a reasonable accommodation under the Americans with Disabilities Act.

NDNU may hold in abeyance or proceed with any counseling, performance review or disciplinary action, including discharge, which was contemplated prior to your request for or receipt of a leave of absence or the need for which has come to NDNU's attention during the leave. If such action is held in abeyance during the period of leave of absence, NDNU reserves the right to proceed with such action upon your return. Requesting or receiving a leave of absence in no way relieves you of your obligation while on the job to perform your job responsibilities capably and up to NDNU's expectations and to observe all University policies, rules and procedures.

4. Workers' Compensation Disability Leave

NDNU will grant you a workers' compensation disability leave if you incur an occupational illness or injury in accordance with state law. As an alternative, NDNU may offer you modified work. Leave taken under the workers' compensation disability policy runs concurrently with Family and Medical Leave under both federal and state law.

a. Notice And Certification Requirements

You must report all accidents, injuries and illnesses no matter how small to your immediate supervisor. You must also provide NDNU with a certification of your illness or injury from a health-care provider.

b. Compensation During Leave

Workers' compensation disability leaves are without pay. However, you may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability, workers' compensation or other wage reimbursement benefits for which you may be eligible. At no time will you receive a greater total payment than your regular salary.

c. Benefits During Leave

If you are eligible for Family and Medical Leave under the federal or state Family and Medical Leave laws, NDNU will maintain your group health insurance coverage for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms. In some instances, NDNU may recover premiums it paid to maintain health coverage if you do not return to work following your workers' compensation disability leave. If you are not eligible for Family and Medical Leave, you will receive continued coverage on the same basis as employees taking other leaves.

If you are not entitled to continued paid coverage, you may continue your group health insurance coverage through NDNU in conjunction with federal COBRA guidelines by making monthly payments to NDNU for the amount of the relevant premium. You should contact your supervisor for further information.

d. Reinstatement

Upon the submission of a medical certification that you are able to return to work, you will be reinstated in accordance with applicable law. If you are disabled due to an industrial injury, NDNU will attempt to accommodate you. If you are returning from a workers' compensation disability leave that runs concurrently with a Family and Medical Leave, then the provisions of the Family and Medical Leave policy will also apply.

NDNU may hold in abeyance or proceed with any counseling, performance review or disciplinary action, including discharge, which was contemplated prior to your request for or receipt of a leave of absence or which has come to NDNU's attention during the leave. If such action is held in abeyance during the period of leave of absence, NDNU reserves the right to proceed with such action upon your return. Requesting or receiving a leave of absence in no way relieves you of your obligation while on the job to perform your job responsibilities capably and up to NDNU's expectations and to observe all University policies, rules and procedures.

5. Maternity Leave

Up to four months of maternity leave will be granted. The four months shall be inclusive of accrued sick leave, state disability benefits, accrued vacation and unpaid disability leave. Consistent with the Family and Medical Leave Act, employer contributions for health insurance will be continued for the first three months of maternity leave. After three months, the employer shall continue premium contributions only for employees who have not exhausted applicable paid time off. Employees who have exhausted their paid time off benefits may opt to continue participation in employer-sponsored group insurance plans at their own expense. (Note: the maximum maternity leave may be extended up to seven months for employees whose disability/sick leave due to maternity extends for more than three months. Their maximum leave shall be the total length of disability/sick leave plus 12 workweeks, not to exceed a total of seven months.)

6. Military Leave (Active And Reserve Service)

Leave without pay is provided to you when you enter military service of the Armed Forces of the United States or are in the Armed Forces Reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act and the California Military and Veterans Code. You need to bring your military service orders to the Director of Human Resources for review prior to commencement of the leave.

H. Other Time Off

1. Funeral Or Bereavement Time Off

An employee may take up to three (3) consecutive workdays off with pay following the death of an employee's close family member. "Close family" includes only the employee's spouse, opposite sex / same-sex domestic partner; children of the employee, of the spouse, or of the opposite sex / same-sex domestic partner; parents; parents-in-law; brothers and sisters of the

employee; grandparents or grandchildren of the employee; or other family member dependent on the employee and living in the employee's household.

Such leave will not be charged to vacation or sick leave. Additional time off may be charged to vacation or sick leave. The Director of Human Resources may also approve additional unpaid time off.

2. Civic Duty Time Off

You may fulfill your civic duties by serving as a juror or a witness. You must notify your supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. Verification from the court clerk of having served may be required and you will be expected to report or return to work for the remainder of your work schedule on any day you are dismissed from jury or witness duty. Nonexempt employees who have completed their introductory periods will receive full pay while serving up to twenty (20) days of jury or witness duty. Exempt employees will receive pay for four (4) entire week(s) of absence due to jury or witness duty. Exempt employees will not incur any reduction in pay for a partial week of absence due to jury or witness duty.

3. Voting Time Off

If you cannot vote before or after working hours in statewide public elections, then you will be allowed sufficient time off to go to the polls. NDNU will pay you for up to the first two absences from regularly scheduled work which is necessary to vote in a statewide public election. Any additional time off will be without pay. You must give reasonable notice of the need to have time off to vote and must give at least three (3) days' notice when three days' notice is possible.

4. Time Off For Volunteer Firefighters

Registered volunteer firefighters who would like to perform emergency duty during work hours must notify his or her supervisor and the Director of Human Resources. Also, please alert your supervisor before leaving NDNU's premises when summoned for emergency duty. All time off to serve as a volunteer is unpaid.

5. Time Off For Parents' School Activities

If you are a parent, guardian or grandparent with custody of a child in kindergarten or grades 1-12, inclusive, and wish to take time off to visit your child's school for a school activity, you may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), per child, provided you give reasonable notice to NDNU of your planned absence. Employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off. NDNU requires documentation from the school noting the date and time of your visit. If paid time off has been exhausted, employees may take time off without pay and must record this time off on leave forms and/or timesheets.

If both parents of a child work for NDNU, only one parent — the first to provide notice — may take the time off, unless NDNU approves both parents taking time off simultaneously.

6. Time Off For Adult Literacy Programs

NDNU may make reasonable accommodations for any employee who reveals a literacy problem and requests that NDNU assist him or her in enrolling in an adult literacy program, unless undue hardship to NDNU would result.

NDNU will also assist employees who wish to seek literacy education training by providing employees with information regarding local literacy programs.

NDNU will take reasonable steps to safeguard the privacy of any employee who identifies himself or herself as an individual with a literacy problem. An employee who wishes to identify himself or herself as such an individual can contact the Director of Human Resources directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While NDNU generally encourages employees to improve their literacy skills, NDNU will not reimburse employees for the costs incurred in attending a literacy program. Nonexempt employees may use vacation pay to make up for work that is missed to attend literacy classes.

I. Retirement Program

The University provides a tax-sheltered annuity plan for retirement income needs. Employees will be given information regarding the plan during orientation by the Human Resources Office. Employees may join the plan during the first eligible employment month or any time thereafter, with no penalty. A supplemental retirement annuity is also available.

The University will determine from time to time whether and to what extent it will contribute to employees' account by providing either an amount to match that amount contributed by the employee or a non-elective deferral. The University will determine its match and/or non-elective deferral at a level of between zero (0) and seven percent (7%) of gross base salary but not in excess of seven percent (7%). On an annual basis the University will determine to what level it will provide the employer contribution. Employees are fully vested in the pre-tax contribution they make to the plan. Employer matching contributions are made after six months of service by the employee to the institution, and employees are one hundred percent vested in those monies and any match contributions. There is a vesting schedule for the non-elective employer contribution. The vesting schedule is 33 1/3% vested after the first year of employment, 66 2/3% vested after the second year of employment and 100% vested after the third year of employment. All employees are eligible to defer pre-tax dollars into the plan. The following classes of employees are not eligible to receive any Matching or Employer contributions:

- (i) non-resident aliens with no U.S. source income;
- (ii) employees whose compensation and conditions of employment are governed by the terms of a collective bargaining agreement unless the collective bargaining agreement provides that such employees are eligible to receive any employer contributions and

matching contributions that may be made to the Plan pursuant to Section Three, Part C.2 or E.2;

(iii) leased employees;

(iv) temporary employees;

(v) occasional employees;

(vi) employees who are regularly scheduled to work fewer than 1000 hours per year; and

(vii) employees who have not attained age 21.

Matching contribution and/or employer contributions is on gross base salary only, overloads, overtime and other non-base salary are excluded from the definition of gross base salary.

Employees may begin contributing to the account opened on their behalf on the first of the month following thirty (30) days of employment. The University begins matching employee contributions at the conclusion of the six-month Introductory Period.

J. Tuition Exchange Program

Full-time staff members are eligible to participate in The Council of Independent Colleges Tuition Exchange Program (CIC-TEP), a network of colleges and universities offering employees, spouses, and dependents, the ability to attend a college or university in the CIC-TEP network, tuition free. Details are available at: <http://www.cic.edu/tep/index.asp>.

XV. TERMINATION OF EMPLOYMENT

A. Employment At Will

Employment at Notre Dame de Namur University is at will. Either the employee or the University may, at any time, with or without cause and with or without notice, terminate the employment relationship. Terms and conditions of employment with NDNU may be modified at the sole discretion of NDNU with or without cause and with or without notice at any time. Other than the President of the University, no one has the authority to make any agreement for employment other than for employment at will or to make any agreement limiting the University's discretion to modify terms and conditions of employment. Only the President has authority to make any such agreement and then only in writing. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice. Employment of union-represented employees is governed, in addition to this handbook, by the terms of the applicable collective bargaining agreement.

B. Voluntary Terminations

If you decide to leave your employment with Notre Dame de Namur University, we ask that you give us at least two weeks written notice when possible. This will give us the opportunity to make the necessary adjustments in our operation. All University-owned property (e.g., vehicles, keys, uniforms, identification badges, credit cards) must be returned prior to your departure.

C. Involuntary Terminations

Employees at Notre Dame de Namur University may be terminated at any time, with or without cause or notice. At the time of such termination, all University-owned property must be returned to the Director of Human Resources. A final paycheck will be made available immediately. If termination is due to a seasonal layoff, however, a final paycheck will be made available within 72 hours from the last day of employment.

D. Reductions In Force

While NDNU hopes to continue growing and providing employment opportunities, business conditions, student enrollment and other factors are unpredictable. Changes or downturns in student enrollment could create a need to restructure or reduce the number of people employed. In light of these uncertainties, please be advised that it may become necessary to conduct layoffs at some point in the future.

In the event that NDNU determines to lay off an employee or a number of employees, NDNU retains full discretion to select which employee(s) will be laid off. While Notre Dame de Namur University retains full discretion, some of the relevant factors might include NDNU's operational requirements, the skill, productivity, ability and past performance of those involved, as well as the length of service of those involved.

E. Exit Interviews

Before leaving, you will be asked to participate in a voluntary exit interview. This will provide closure to the employee's employment with Notre Dame de Namur University and will allow the University to ensure that it has taken care of various administrative matters, answered any questions about continuation of benefits, and listened to any of the employee's comments or ideas about improving NDNU's operations.

XVII. CONCLUSION

Many University policies and employee benefits have been treated only briefly in this handbook. If you have any questions or want more information, your supervisor will be glad to fill in the details for you. The Director of Human Resources will also be happy to help you with questions or problems.

Appendix A – Certificate Programs Covered by Tuition Remission

Programs Included: Currently the only Certificate Programs offered are:

- Post Baccalaureate Premedical Program
- Human Resources

From time to time other certificate programs may be offered, which include the following:

- TESL/TEFL
- Music Performance

Appendix B – Courses Not Covered by Tuition Remission

General Guidelines: The tuition remission benefit is intended to be a mutual benefit to the employee and the university, maximizing performance and quality for both, while minimizing expenses for both. As such, the university excludes from this benefit courses taught in modalities that put additional financial burden on the university or cause significant additional investment of time by university personnel other than the employee.

Courses Excluded:

The following list may be amended from time to time.

- Individual instruction courses:
 - Independent study courses (ending in –99”)
 - Individual instruction in music (MUS1600, 1605, 1610, 1615, 2600, 2605, 2610, 2615, 2705, 4600, 4605, 4610, 4615, 4700, 4705, 4885, 6600, 6605, 6610, 6615, 6700, 6705, 6885)
 - Supervised field experience (EDU 4230, EDU4342, EDU 4345, EDU 4442, EDU 4445, GPY6992, CPY4420, CPY4422, CPY6992)
 - Thesis extension (GPY4398)
- Courses offered by other institutions (whether or not tuition is paid through NDNU)
 - Study Abroad
- Courses that are not listed here, but that should clearly be excluded according to the General Guidelines.

Appendix C - Tuition Remission Process

1. All individuals must first refer to Tuition Remission policy in the Faculty or Administration/Staff Handbook for specific guidelines of the program.
2. The Tuition Remission form must be completed and all required signatures must be secured before the original form is submitted to Human Resources.
3. If an individual adds/drops or withdraws from courses during the semester, all pertinent information must be forwarded to the Human Resources Office to ensure proper credit.

- a. Add/Drop: Courses dropped during the add/drop period will result in tuition and fees being reversed on the student account and NO tuition remission will be processed.
 - b. Withdrawals: After the drop deadline, an individual may withdraw from a semester-length course up to the Tuesday of the tenth week of the semester. **The Tuition Remission for the course will be reversed from the individual's student account, at which point the individual may become liable for the cost of the course.**
4. The Business Office will credit remission after the ADD/DROP period for each semester.
5. If an employee becomes eligible for tuition remission during a given semester, the remission will be prorated (date to be determined by HR).

ACKNOWLEDGMENT AND AGREEMENT

This is to acknowledge that I have received a copy of Notre Dame de Namur University Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of employment with Notre Dame de Namur University. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies and standards set forth in the Employee Handbook.

I also acknowledge that my employment with Notre Dame de Namur University is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by the University. I acknowledge that no statements or representations regarding my employment can alter the foregoing. As to the circumstances in which my employment may be terminated, this is the entire agreement between me and NDNU; there are no oral or collateral agreements of any kind.

I also acknowledge that, except for the policy of at-will employment, the terms and conditions set forth in this handbook may be modified, changed or deleted at any time without prior notice to me and other employees provided such changes are in writing and approved by the President of Notre Dame de Namur University.

I understand that the foregoing Agreement concerning my employment at-will status and NDNU's right to determine and modify the terms and conditions of employment is the sole and entire agreement between Notre Dame de Namur University and me concerning the duration of my employment, the circumstances under which my employment may be terminated and the circumstances under which the terms and conditions of my employment may change. I further understand that this Agreement supersedes all prior agreements, understandings and representations concerning my employment with Notre Dame de Namur University.

Employee's signature _____

Employee's name [printed] _____ Date _____

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]