



EMPLOYEE HANDBOOK

Approved by the Board of Trustees
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Notre Dame de Namur University
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Belmont, CA 94002

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I. INTRODUCTION

A. Welcome to Notre Dame de Namur University

Welcome to Notre Dame de Namur University! We are pleased that you have accepted employment and joined the University. Our people are our most important asset, and we value your contributions. Everyone at NDNU contributes to making an educational environment that is positive for students. That is one of the aspects of working here that we hope you notice and we ask you to support fully. We are here to see that students get the best educational experience they can, and every aspect of the campus affects that experience.

Please take the time to read and ask questions about the document *Hallmarks of a Notre Dame de Namur Learning Community*. This document, which is available via the Mission page of the NDNU website, was developed jointly by the Sisters of Notre Dame de Namur and the five educational institutions that they sponsor. We have a strong and good heritage from the Sisters, and I encourage you to learn more about their work and spirit. In the context of employment I would highlight Hallmarks Two, Five, and Six. Hallmark Two says, “We honor the dignity and sacredness of each person.” We do work to treat each individual as a whole person, worthy of respect and consideration and try to sustain that attitude in our interactions and policies. Hallmark Five says, “We embrace the gift of diversity.” This is a complement to Hallmark Two, which emphasizes that we need the different talents, interests, skills, backgrounds, and perspectives that each person brings. Again we work to ensure that our policies and actions support and honor those diverse perspectives. Finally Hallmark Six says, “We create community among those with whom we work and with those we serve.” NDNU does have a good family atmosphere, and the heritage of the Sisters is responsible for setting that tone. It is now our responsibility to continue to foster it through an attitude of collaboration, respect, and direct communication.

We depend on the integrity, hard work, and dedicated service of our employees.
Congratulations and welcome.

--Judith Maxwell Greig, President

B. About This Handbook

This handbook covers employment policies for faculty, staff and administrators. Staff includes all administrative and academic support personnel. Administrators include all administrative department heads\directors, Vice Presidents and the President.

The issues that are specific to Faculty are covered in the Faculty Handbook.

Note that in some sections of the handbook the term “Staff” is used where that particular policy is specific to staff and administrators, but not faculty.

This employee handbook contains information about the employment policies and practices of Notre Dame de Namur University. We expect each employee to read this handbook

carefully as it is a valuable reference for understanding your job and NDNU. This handbook supersedes all previously issued handbooks and inconsistent verbal or written policy statements

Except for the policy of at-will employment, which can only be changed by the President of NDNU in writing, NDNU reserves the right to revise, delete and add to the provisions of this handbook. All such revisions, deletions or additions must be in writing and must be signed by the President of NDNU. No oral statements or representations can change the provisions of this handbook.

None of NDNU's personnel documents and benefit plans, including this employee handbook, constitutes, nor is intended to constitute, an express or implied contract guaranteeing continued employment for any employee. No supervisor or manager has any authority to enter into a contract of employment — express or implied — that changes or alters the at-will employment relationship. Only the President of NDNU has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing.

Not all University policies and procedures are set forth in this handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this handbook or any other policy or procedure, please ask your supervisor or the Executive Director of Human Resources.

II. HISTORY

Notre Dame de Namur University, as it was renamed in August, 2001, was originally founded by the Sisters of Notre Dame de Namur as the College of Notre Dame and was established in 1851 in San Jose, then the state capital of California. In 1868 the College acquired its charter with the power to confer degrees. From its beginnings, the institution has been staffed by lay professors, priests, and sisters from American and European universities, together with the Sisters of Notre Dame (SND de N).

Because of industrial developments around the original site in San Jose, the Sisters decided to find another campus, and the William Chapman Ralston estate, located in a small community twenty-one miles south of metropolitan San Francisco, was purchased in 1922. Since that time, the University has been situated on a beautifully wooded and hilly campus, comprising eighty acres, in the community which was shortly after incorporated as the City of Belmont. The University's ideal suburban setting, with its proximity to Silicon Valley, also makes it accessible to the major cities of the Bay Area where cultural, social, and intellectual opportunities are readily available.

For many years the University offered only a two-year program for women; however, in 1953 it expanded to offer four-year baccalaureate and elementary teacher education programs. In 1969 The Board of Trustees voted coeducational status for the entire institution. Over the years, the educational profile of the institution has changed to meet the needs of students and the local community. The University now offers undergraduate

programs leading to the degrees of Bachelor of Arts, Bachelor of Science, and Bachelor of Fine Arts. Graduate programs lead to the Master of Arts in Art Therapy, Marriage and Family Therapy, English, Education, School Administration, and Special Education. Master degrees are also offered in Business Administration, and Public Administration. The Master of Science degree is offered in Clinical Psychology and Systems Management. The Master of Fine Arts degree is offered in Musical Performance. Credential programs are offered in Education. A graduate certificate is offered in Musical Performance. A Ph.D. in Art Therapy is also offered.

III. NOTRE DAME DE NAMUR UNIVERSITY MISSION

Founded upon the values of the Sisters of Notre Dame de Namur and rooted in the Catholic tradition, Notre Dame de Namur University serves its students and the community by providing excellent professional and liberal arts programs in which community engagement and the values of social justice and global peace are integral to the learning experience. NDNU is a diverse and inclusive learning community that challenges each member to consciously apply values and ethics in his or her personal, professional and public

IV. NOTRE DAME DE NAMUR UNIVERSITY VISION

Notre Dame de Namur University will be recognized in the San Francisco Bay Area as a leader in integrating community engagement into high quality academic programs. NDNU's programs will be widely known for their innovative synthesis of liberal arts learning, professionally-oriented learning and core values.

V. CORE VALUES

Notre Dame de Namur University was founded by the Sisters of Notre Dame de Namur and the values espoused by the Sisters continue to inspire the university. The Core Values expressed here are closely linked to the Hallmarks of a Notre Dame de Namur Learning Community developed by the Sisters in collaboration with NDNU and other SND learning communities. These values should be considered in the context of the Hallmarks. Learn more about our Core Values.

The core values are listed in alphabetical order. There is no ranking implied. Commitments following each value elaborate rather than define the values.

Community

- A commitment to build a diverse, collaborative, open and student-centered community that holds itself and its members accountable to learn, serve, work and grow together in partnership.
- A commitment to share the responsibility of governance and to create transparency and accountability in our decision-making.

Diversity

- Commitments to celebrate, embrace, value and learn from the voices, perspectives and experiences of all our community members.
- A commitment to ensure that the university offers its students, faculty and staff of diverse backgrounds opportunities that are accessible and fair to all constituents.
- A commitment to seek and respect diverse points of view in the academic arena.

Excellence

- A commitment to excellence in every academic and professional pursuit.

Goodness

- A commitment to demonstrate the goodness of God by our actions on behalf of each person and all creation.
- A commitment to value life as an ongoing spiritual journey of deepening relationship with self, others and the Divine.

Integrity

- A commitment to honor the sacredness and dignity of each person and the development of the whole person through our collaborative practices.
- A commitment to match our actions and our words.

Justice

- A commitment to enhance the application of ethics, justice and peace at the personal, community and global levels.

Learning

- A commitment to innovative learning of what is necessary for life, both as a directed process and as a lifelong practice.

- A commitment to the search for truth, knowledge and meaning.
- A commitment to keep alive the tradition of Catholic social teaching.

Service

- A commitment to community-based learning and other forms of service.

VI. PRINCIPLES OF A LEARNING CENTERED EDUCATION

NDNU is a just community in which administrators, faculty, staff and students respect each member, support one another, and promote the general good. These curricular/co-curricular interactions create a student-centered learning/teaching environment for all.

NDNU staff, faculty and administrators as well as structures and curriculum are models-in-action for the core values of the University (the whole person, the collaborative community, and the just society).

The NDNU community helps each student understand his/her strengths and potential for personal growth in development of self as a whole person. As part of this process, community members emphasize leadership skills.

Each NDNU community member views him- or herself as a global citizen, dedicated to building an inclusive society that recognizes the richness of diversity.

NDNU as a collaborative teaching and learning organization:

- Commits itself to building an interdisciplinary community of learners seeking the integration of knowledge.
- Promotes active learning, self-assessment, and outcomes measurement by, between, and among students and faculty.

NDNU as a collaborative teaching and learning organization, in partnership with colleagues in a wider community:

- Promotes community service in programs, organizations, and activities throughout the University.
- Engages in on-going experiential learning opportunities that link theory and practice.

NDNU offers a technological infrastructure that enhances an interactive and innovative learning environment.

VII. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

The University is an equal opportunity employer and is firmly committed to non-discrimination in its hiring and other employment practices and in the application of its personnel policies. In compliance with all applicable federal and state laws, except where a bona fide occupational qualification exists, employment decisions will be made irrespective of the staff member's race, color, religion, religious creed, ancestry, national origin, age (except for minors), sex, marital status, citizenship status, military service status, sexual orientation, medical condition (cancer-related or genetic condition), disability and/or any another status protected by law. When necessary, the University will reasonably accommodate individuals with disabilities if the individual is otherwise qualified to safely perform all essential functions of the position and if it will be done without undue hardship to the University.

A qualified staff member with a disability as defined by law, who requires an accommodation in order to perform the essential functions of his/her job, or a disabled applicant who requests an accommodation to demonstrate his/her job skill, experience, and knowledge, should contact the Director of Human Resources or the respective Vice President and in writing request such accommodation. The University will then work with the staff member or applicant to evaluate the merits of the request.

For purposes of reasonable accommodation, a staff member or applicant with a disability is an individual who meets the skill, experience, education, or other requirements of the position that he/she holds or seeks, and must be able to perform the essential functions of the job, either with or without reasonable accommodation.

VIII. COMMENCING EMPLOYMENT

A. Background Checks

NDNU recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable and nonviolent, and do not present a risk of serious harm to their co-employees or others. For purposes of furthering these concerns and interests, before hiring an individual, NDNU reserves the right to investigate an individual's prior employment history, personal references and educational background, as well as other relevant information that is reasonably available to NDNU. In hiring for certain positions, NDNU may review an applicant's credit report and criminal background, if any. Consistent with these practices, job applicants will be asked to sign certain authorization and release forms. Consistent with legal requirements, NDNU reserves the right to exclude any applicant from consideration for employment, where the applicant refuses to sign these forms as requested.

B. Immigration Law Compliance

Notre Dame de Namur University will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a

condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. The Immigration and Naturalization Service Form I-9, "Employment Eligibility Form" is completed on the day of hire or within three days of hire. This is required by federal law and stiff penalties can be assessed at failure to 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 employee; exempt employee; and temporary employee.

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 40 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 40 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 40 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 40 hours per week and less than 12 months per year.

4. Exempt Employees

Exempt employees are those whose job assignments and salary 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.

Full-time faculty, whether 9, 10 or 12 month are considered exempt professional employees.

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 salary.

Note: 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 be asked to 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 be asked to 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.

IX. 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.

Reporting to work on time and maintaining excellent attendance is an essential element of all jobs at the University.

Non-exempt employees will be assigned a meal period to be taken approximately in the middle of the workday and a 10 minutes rest period for each four hours of work or major portion thereof as scheduled by your supervisor. All non-exempt employees must take this meal period and rest period(s) every day, and must not work during these periods.

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 accurately 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 approval can be obtained from the employees supervisor using the time and attendance module of ADP and should be completed in advance of the scheduled time off.

Employees are expected to adhere to established due dates for submitting time in ADP. It is the employees responsibility to accurately record one's time in the payroll system. It is the managers responsibility to approve employees timesheets or leave approval requests timely. Any errors in your time reports 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, non-exempt employees may be scheduled to work overtime. All overtime work must be authorized in advance by a supervisor, and, if not, must not be performed. 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

NDNU employees are paid semi-monthly on the 15th and last day of the month. If either of those days falls on a weekend, payday will be the Friday before. If a regular payday falls on a holiday, employees will be paid on the preceding workday. Exempt or salaried employees are paid for work performed during the previous two-week pay period. Non-exempt or hourly employees are paid in arrears by one week. Payroll checks are available in the Payroll Office, generally between 9:00 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 Payroll or Human Resources Office. Please note there may be a payroll cycle delay in initiating automatic deposits.

In the event the payroll check is lost in the mail, there may be a \$25.00 reprocessing fee.

X. 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, you may reach out to the Director of Human Resources or the appropriate Ombudsperson for further discuss and possible available action. 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. 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.

Faculty Ombudsperson: For information on the Selection and Role of the Faculty Ombudsperson see the Faculty Handbook.

2. Selection Of Staff Ombudsperson

The position of Staff Ombudsperson is open to any staff member except persons scheduled to serve on the Staff 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 exercise its best judgment to encourage the informal settlement of conflicts. If the conflict cannot be resolved by informal means, then a formal grievance may be initiated.

For employees who are members of a collective bargaining unit, they must follow the process outlined in their respective Collective Bargaining Agreement. Faculty should reference the Faculty Grievance and Appeals Procedure in the Faculty Handbook.

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 unlawful harassment and/or discrimination should be addressed through the Notre Dame de Namur University Policy on Sexual and Other Unlawful 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 Director of Human Resources who transmits it to

Committee on Staff Grievances unless in her judgment, the matter raises primarily questions of law, personal or medical privacy, or other matters not suitable for the Committee. Any grievance initiated by a senior administrator should be filed only with the Director of Human Resources, as it is not handled by this Committee.

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 or a group of staff members that there has been:

- (a) A breach, misinterpretation, or misapplication of the terms of University contractual policy or procedures as set forth in this handbook or
- (b) An infringement of the rights of a staff member, as set forth in this handbook or
- (c) A dispute with another employee or group of employees for which other forums for resolution do not exist or have been exhausted, or
- (d) 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:

- (a) The grievant, who is the person or persons who file the grievance, and
- (b) 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:

- (a) 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 mutually agreed resolution 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.
- (b) 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. 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.
- (c) Written grievance, setting forth in detail the alleged wrong(s), the named respondent against whom the grievance is 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.
- (d) Upon receipt of the grievance filing, 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 Vice-President for the area in question. 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.

4. Formal Grievance and Appeal Proceedings

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

a. Summary of the Process

- Step 1: The Committee on Staff Grievances, consisting of five elected staff members, meets when grievance filings are brought to its attention. The Committee conducts a formal hearing to hear evidence related to the grievance. The Committee on Staff Grievances issues its advisory findings. If both parties accept the advisory findings, the matter is resolved. If either party rejects the advisory findings, the party may progress to Step 2.
- Step 2: The grievant or respondent files an appeal with the Vice President-level officer for the matter in question, asking for a review of the advisory findings of the Committee on Staff Grievances. The Vice President reviews the matter and then issues a binding 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 Vice President has been a directly involved party in the controversy underlying the grievance.
- Step 3: The grievant or respondent sends a petition to the President, asking that the President reviews the case. The President reviews the matter then issues a binding decision.

b. Detail of the Process

Step 1: Hearings By Committee On Staff Grievances

The Committee on Staff Grievances, consisting of five elected staff members, conducts formal hearings on the grievance 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, the Chair will notify the grievant, the respondent, and the Vice President regarding the procedures and schedule which will be followed in the formal hearings to be conducted by the Committee. A hearing should take place 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 hearing should be private. 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 Vice President (Step 2) and the President (Step 3).

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

During the proceedings, the grievant and the respondent will be permitted to have advisors of their choice present who must be a University employee. No legal counsel (attorneys) may take part in the proceedings.

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 use any evidence that is of probative value in determining the issues involved. Reasonable efforts will be made to obtain reliable evidence.

Each party 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 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 improper considerations.

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 makes its decision promptly.

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

If the grievant or the respondent rejects the findings, the party may institute Step 2 by filing an appeal with the Vice 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.

Step 2: Appeal To The Vice President

The Vice 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 Vice 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 Vice President will usually 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 Vice President shall be final and binding on all parties, unless the Vice President is found by the President to have been a directly involved party in the grievance.

The grievant and the respondent will notify the Vice President, within five working days of receipt of the Vice 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 Vice 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 initiate Step 3 by filing a petition with the President, within five working days of receipt of the findings.

Petition To The President

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

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

The President will usually make the decision in writing no later than fourteen calendar days after the case is submitted for decision. The decision of the President shall be final and binding on all parties.

5. 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 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.

XI. PREVENTION OF SEXUAL AND OTHER UNLAWFUL HARASSMENT AND DISCRIMINATION

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 and discrimination. The University prohibits unlawful harassment or discrimination of any member(s) of the University community. This policy statement in this Handbook for Employees primarily is designed to provide protections for all employees and to address conduct by the employees 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 and discrimination 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 and discrimination. 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 unlawful harassment and discrimination 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:

- (a) 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;
- (b) Visual conduct such as derogatory posters, photography (including displays on computer monitors), cartoons, drawings or gestures;
- (c) Physical conduct such as unwanted touching, blocking normal movement, or interfering with work because of gender or any other status protected by law;

- (d) 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;
- (e) 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:

- (a) Submission to such conduct is made explicitly or implicitly a term or condition of an individual's education or employment; or
- (b) 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
- (c) 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 unlawful harassment or discrimination in violation of University policy, or are aware that another person has allegedly engaged in behavior or decisions, 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 the University in the reporting relationship above the complaining individual **or** one who is above the person about whose behavior the complaint is made ("respondent"), with email notice to the Director of Human Resources.
- 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, with email notice to the Director of Human Resources.

The administrator or officer receiving the complaint must promptly inform the Director of Human Resources. The complainant should meet 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 or other unlawful harassment and discrimination, 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. 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.

Retaliation complaints will be handled under the above policy.

Please note:

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

XII. EMPLOYMENT EXPECTATIONS

A. 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 the institution considers to infringe 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 the institution considers to materially and adversely affect job performance or to bring discredit upon the University.

B. 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.

C. 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 if it will assist them 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.

D. 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, within the University's officers' judgment of its financial ability.

NDNU believes that the job value 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. Performance evaluations are conducted on an annual basis 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.

Faculty Compensation: See Appendix D

E. 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, if appropriate, given an opportunity to improve. When NDNU determines that the employee is a candidate for improvement, NDNU may 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 NDNU judgment. 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.

F. 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. in the ADP system using the self-service portal.

As an employee of NDNU you may inspect your personnel file in the presence of a NDNU representative. Please contact the Human Resources department 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.

G. 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.

H. 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 policy 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.

I. 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.

J. 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.

K. 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 or other close personal 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.

L. Publicity/Statements to The Media

All media inquiries regarding NDNU and its operations must be referred to the Communications Office. Only the President and the Communications 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 Communications Office before publication.

M. Contributions

Requests to potential donors for charitable contributions are approved by the President. When such gifts are received, they must be processed through the Advancement department. 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.

XIII. 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. (See Governance Handbook for more information.)

For more information on the Board of Trustees reference the Governance Handbook.

B. Senior Administrators: (See Organizational Charts for information on Administrative Structure and responsibilities.)

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 (See Governance Handbook)

The Staff Assembly is an organization of exempt and non-exempt staff (excluding senior administrators, deans and contract employees and those employees covered under collective bargaining agreements) 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 advisor 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 (See Governance Handbook)

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 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.

XIV. COUNCIL AND COMMITTEE STRUCTURE (SEE GOVERNANCE HANDBOOK)

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.

XV. NOTRE DAME DE NAMUR UNIVERSITY FACILITIES

A. Operation of Personal Automobiles on University Business

Please see the following policies with regard to operating a personal vehicle for University Business: Travel, Reimbursement, Employee and Driver Guidelines. All policies can be found on the G: Drive/NDNU_Documents/University Policies or in the Finance Office. Please contact the Finance Office if you clarity or have questions.

B. Use Of University Equipment (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, copiers 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. Such inspections may be conducted during or after business hours and in the presence or absence of the employee.

Employees have no expectation of privacy in their use or possession of NDNU-owned property.

C. Use Of University Facilities

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

D. 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.

Additional written style and graphic standards are available online at www.ndnu.edu/media-center/style-branding-guidelines/.

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.

E. Keys

Employees must return any Notre Dame de Namur University keys upon severance. Key replacement costs will be billed to the former employee at their address on file at the time of termination.

F. 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.

G. Lost And Found

The Public Safety Office serves as the location for items lost and found.

H. 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.

I. Employee Parking

NDNU provides employees with parking on campus. All university employees are required to register their vehicles and properly display a valid parking permit. Please refer to the Parking Policy on the NDNU website for complete policy and procedures. See Parking Policy and Process.

J. 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.

K. 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.

L. 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.

M. 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 Director 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 Director 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

Director 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 immediately reported to your supervisor and the Human Resources department, 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.

N. Supplies Requisition

Office supplies may be purchased through a University authorized vendor. Purchase requisitions must be authorized by persons with budgetary responsibility (School Deans and Department Chairs). The Purchasing Department will maintain a supply of University stationery.

O. Purchase Requisitions/Purchase Orders

Completed requisitions authorized by individuals with budgetary responsibility are to be turned in to the Accounts Payable Department allowing sufficient lead time for processing. Requisitions need to be received prior to purchase being made

A purchase order for more than \$1,500 is required for the purchase of all services, materials, and equipment not purchased through the Bookstore.

Employees are not authorized to make any purchases or requisition any merchandise on behalf of the University unless undertaken in accordance with this policy. The University will have no obligation to remit payment for any such unauthorized purchases or requisitions. Check Request

The check request form is to be completed, signed and submitted to the Accounts Payable Department. All original receipts, expense vouchers and purchase orders must be attached as indicated. All original invoices must be signed and dated as received.

If the check request is less than \$100 (no purchase order required). If the check request is \$100 or more employees will be reimbursed the next Thursday.

XVI. UNIVERSITY POLICIES

A. Reimbursement Policy – See Reimbursement and Travel Policies at <http://webinfo.ndnu.edu/forms/general/DomesticTravelPolicy.pdf>.

B. 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:

- (a) Threats or acts of violence occurring on University premises, regardless of the relationship between NDNU and the parties involved in the incident.
- (b) 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.
- (c) 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.
- (d) 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.

- (e) 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:

- (a) Threatening physical or aggressive oral conduct directed toward another individual.
- (b) Threatening an individual or his/her family, friends, associates or property with physical or emotional harm.
- (c) The intentional destruction or threat of destruction of University property or another's property.
- (d) Harassing or threatening phone calls.
- (e) Surveillance.
- (f) Stalking.
- (g) 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 without pay, pending the outcome of a review.

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 Director, of Public Safety and the senior budget manager for the area. 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.

C. 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 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.

Student Employees. Student employees 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 Health and Wellness Center or the Employee Assistance Program, which can refer them to appropriate resources that provide complete, confidential substance abuse counseling. 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.

XVII. 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 can be 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 employee 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 employee in his/her own welfare, or in the welfare of persons in the employee's immediate family, or with whom the employee has a personal or financial relationship, may influence action taken by the employee 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 employee’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:

- (a) practicing a profession on a part-time basis;
- (b) providing professional, managerial, or technical consulting service to an outside entity;
- (c) serving on a committee, board, panel, or commission established by on outside entity;
- (d) testifying as an expert in administrative, legislative, or judicial hearings;
- (e) participating in or accepting a commission for a musical, dramatic, dance, or other artistic performance or event sponsored by an outside entity;
- (f) teaching at an institution other than Notre Dame de Namur University with permission.
- (g) Certain “outside professional activities” are encouraged. They include:
 - (h) writing of professional books, monographs, and articles;
 - (i) 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;
 - (j) acting as a reviewer or editor for professional journals or book manuscripts;
 - (k) 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 employee 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/employee 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.

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. 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”. 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/employees, as citizens, are free to engage in political activities. Any administrator or employee 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 and directives 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/employee is meeting the standards of this policy, the immediate supervisor will discuss this with the employee. 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.

XVIII. EMPLOYEE BENEFITS

All employees benefits as described herein are subject to change by the University, with or without notice.

A. Tuition Remission Policy for Faculty and Staff

1. 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.

2. 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.

3. 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. Students receiving tuition benefits are bound by the Satisfactory Academic Policy Process outlined in the Student Academic Catalog.

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.

4. 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

5. Specific Eligibility Provisions

- (a) **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.

- (b) **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.
- (c) **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.
- (d) **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.
- (e) **Exceptions:** Employees who believe they may have an exception to this policy should consult with the Human Resources Department.

Additional Information: For Tuition Remission Process see appendix C.

B. 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. There is a one-year waiting period for employees to be eligible to apply for application to the CIC exchange program.

NDNU is also a member of The Tuition Exchange Inc. for more information on this program see the Fact Sheet located on the human resources department webpage. There is a three-

year waiting period for eligibility to apply for application to The Tuition Exchange, Inc. program.

C. Tuition Discount at Notre Dame High School Belmont and Notre Dame Elementary School:

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

D. Holidays

Notre Dame de Namur University observes the following paid holidays:

New Year's Day	
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

Any other day declared by the President as a holiday. NDNU usually is closed the week between Christmas and New Year's.

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.

E. 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 Accrual and Cap

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 Accrual and Cap

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.

3. Faculty

Full-time faculty hired on twelve-month contracts have the same rights and responsibilities as other exempt employees with regard to vacation leave. Twelve-month faculty administrators are entitled to twenty days annual vacation during the first three years of employment. After the third anniversary date of hire, they are entitled to twenty-five days annual vacation. Vacation time does not accrue beyond the following June 30; the maximum number of vacation days that can be accrued is the number earned in one fiscal year. Effective July, 2000, all exempt employees (including faculty) hired after July 1, 2000, will accrue vacation at the rate of fifteen (15) days per year (1.67 days per month), and the maximum accrual will be 30 days (or 240 hours). The scheduling of vacation time must be based on the needs of the University. All vacation requests must be approved in advance by the appropriate faculty administrator or senior administrator. Each faculty member must give the appropriate faculty administrator or senior administrator at least ten days advance notice before taking vacation leave.

F. 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 and for other qualifying absences under the California Healthy Workplace Act; sick leave is not for “personal” absences.

Acceptable uses of sick leave include:

- when an employee’s illness or injury or childbirth prevents the employee from working;
- when medical or dental appointments must be scheduled during the employee’s regular work hours;
- “Kin-Care” – Employees may use sick-time to care for the employees’ ill or injured close family member. They may use one-half of what would be accrued during a six month period. The employee must have accrued sick leave available for use.
- Under the California Healthy Workplace Act, acceptable uses of sick leave also include absences relating to being the victim of domestic abuse, sexual assault or stalking including legal-related absence for such purposes.
- Abuse of the University's sick leave policy is dishonesty and may lead to discharge from employment.

- Sick leave is not paid out to the employee on end of employment.

Employees begin accruing sick leave immediately upon hire. 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.

1. Nonexempt Regular 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 Regular employees

Full-time exempt employees earn sick leave at a rate of twelve (12) days per year to a maximum accrual of ninety (90) 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.

3. Faculty

- (a) Full-time faculty who hold nine-month contracts are entitled to 1 day (8 hours) sick leave per month worked for a total of nine (9) days per year; those who hold

ten month contracts will receive ten (10) days per year; those who hold twelve-month contracts will receive twelve (12) days per year. Core Faculty will receive nine (9) days per year. This time may be accumulated for a total sick leave period not to exceed ninety days. Part-time librarian faculty who work 1000 hours or more per fiscal year are entitled to two hours sick leave per month, up to an accumulated maximum of 24 hours.

- (b) No definite provision is made for replacing a full-time or part-time faculty member who is unable to attend classes by reason of illness or other necessity. It is assumed that the classes will be cancelled or that other members of the department or program will take the classes temporarily as a service to the University.
- (c) The sick faculty member is expected to notify the Department Head or Program Director at the onset of an illness, so that arrangements can be made for the missed classes.
- (d) If the illness of a full-time faculty member is an extended one, the faculty member must notify the Human Resources Office, so that State Disability Insurance benefits will not be lost. Absence in excess of one semester will involve a cessation of salary. If illness continues, the faculty member may be granted a leave of absence. With long-term illness if appropriate and only in exceptional circumstances may a substitute replacement be arranged.
- (e) If the illness of a part-time faculty member is an extended one, a substitute will be provided and the salary of the substitute will be deducted from the salary of the absent faculty member.
- (f) Faculty members may use their sick leave for the qualifying conditions as per F. above. Abuse of the University's sick leave policy is dishonesty and may lead to discharge from employment.

4. Temporary (Non-Regular) Employees

After completing thirty days of new employment with the University, temporary (non-regular) employees earn sick leave at a rate of one hour for each thirty hours worked. When the total hours accrued but not used reaches a cap of 72 hours, no further sick leave hours will accrue. Sick leave hours are not available for usage during the first 90 days of new employment.

G. 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 (Including Part-time Core Faculty) working more than 1560 regular work hours per year are eligible to enroll in medical and dental benefits. The contribution for these employees is more than the amount paid by the full-time employees. The amount paid by the part-time employee meets the requirements under the Affordable Care Act.

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 enrolling on-line through the self-service portal of ADP prior to the 15th of the month prior to benefits eligibility.

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:

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

You have the right to choose a personal physician. There is a predesignation form in the "New Hire Packet" which must be filled out and signed by the employees personal physician and returned the human resources depart to be in effect. If an employee has not designated a personal physician as stated above, through the University's insurance carrier there are workers compensation clinics to which the employee will be referred if the injury happens during working hours. will

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 \$150,000.00 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 employees who work at least 1560 regular work hours per year. This includes Part-time Core Faculty. 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.

H. 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 human resources department.

I. 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 usually 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 must 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 federal Family and Medical Leave (FMLA) and California Family Rights Act (CFRA) 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, collectively referred to as "Family and Medical Leave."

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.

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.

If you are pregnant, FMLA runs concurrently with pregnancy disability leave (PDL); but California Family Rights Act (CFRA) for "baby bonding" does not. 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 provide pay for absences due to medical appointments or sick days for dependents or family member. 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:

- i. 30-day advance notice when the need for the leave is foreseeable;
- ii. medical certification from a health-care provider (both prior to the leave and prior to reinstatement);
- iii. periodic recertification; and
- iv. 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 requires use of paid sick leave. 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. Please contact the human resources department 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 without a reasonable accommodation, you may be entitled to a reasonable accommodation under the Americans with Disabilities Act and you should timely make the request.

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.

3. Pregnancy Disability Leave (Maternity 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 seventeen and one-third weeks or four months leave. As an alternative, NDNU may transfer you to a vacant 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 the California Family and Rights Act (CFRA).

(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 must utilize accrued sick and may use accrued vacation time 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. If you need additional information contact the human resources department.

(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.

4. Military Leave (Active And Reserve Service)

Leave without pay is provided to you when you are absent from work do to "service in the uniformed services." "Uniformed services includes the Army, Navy, Air Force, Marine Corps, Coast Guard and the Reserves for each of those branches; Army National Guard; Air National Guard; commissioned corps of the Public Health Service; and any other category of people designated by the president in time of war or national emergency." All employees must provide advance written or verbal notice of the need for military service leave, unless they are prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

5. 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 and you are expected to return to your occupation at NDNU within a reasonable time, as determined by NDNU. 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 and the human resources department. 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 must utilize accrued sick and you may utilize accrued vacation time off during the leave. All such payments will be coordinated with any, 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. For further information contact the human resources department.

(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 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.

J. Other Time Off

1. Funeral Or Bereavement Time Off

A regular 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 will be charged to vacation or sick leave. The Director of Human Resources may also approve additional unpaid time off.

The employee shall obtain the approval of their manager or for faculty it would be the appropriate faculty administrator (Department Head, Program Director) prior to a bereavement leave of absence. If circumstances make this impracticable, the employee or faculty member shall notify their manager or the faculty administrator at the earliest possible time. Failure to do so may be cause for denying leave with pay.

2. Jury Duty Time Off

You may fulfill your civic duties by serving as a juror. You must notify your supervisor of the need for time off for jury 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 duty. Nonexempt employees who have

completed their introductory periods will receive full pay while serving up to twenty (20) days of jury duty. Exempt employees will receive pay for four (4) entire week(s) of absence due to jury duty. Exempt employees will not incur any reduction in pay for a partial week of absence due to jury duty. Service while needed as court witness shall be handled with pay on a case-by-case basis, as determined by the Director of Human Resources.

3. Voting Time Off

If due to work, 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 release you with pay for up to two hours from regularly scheduled work which is necessary to vote in a statewide public election. This time should be used at the beginning or end of one's work schedule. 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 two (2) days' notice to arrange for this voting time

4. Time Off For Volunteer Civil Service Leave

Registered volunteer firefighters and other emergency personnel 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 without pay, 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. 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 in the time and attendance module of ADP.

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. Academic Leave of Absence With Pay

Leaves of absence are granted to faculty of any rank for sufficient academic reason in the judgment of the Provost, such as advanced study, research, or creative activity that will prepare the faculty member for improved service to the University. Such leaves are granted or denied by the Provost . Faculty on approved leaves of absence for less than a semester may receive full salary while on leave. Special arrangements must be made for longer periods. In the case of a leave of absence of a semester or longer, the University

will not continue its contribution toward the faculty member's health insurance or retirement fund.

7. Academic Leave of Absence Without Pay

A leave of absence for educational or professional reasons may be granted to ranked faculty without salary by the Provost . The faculty member's status or tenure will not be affected by such leaves. Up to one year on such a leave may count toward step, promotion in rank, tenure or sabbatical time, at the discretion of the Provost.

8. Personal Leave of Absence Without Pay

Ranked faculty wishing to have extended personal leave without pay will make their request to the School Dean. Ordinarily such leaves, if approved, will not exceed one academic year. An effort should be made, however, to arrange the leave to coincide with the academic terms. The faculty member's status or tenure will not be affected by such leaves, but time on such leaves will not count toward promotion in rank, tenure, or sabbatical time. Consult the Human Resources Office for information on the Family and Medical Leave Act provisions.

K. 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. The University will contribute 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 contributions are made on base salary earned after six months of service by the employee to the institution. There is a vesting schedule for the 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 Employer contributions:

1. non-resident aliens with no U.S. source income;
2. 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;
3. leased employees;
4. temporary employees;

5. occasional employees;
6. employees who are regularly scheduled to work and do work fewer than 1000 hours per year; and
7. employees who have not attained age 21.

Employer contributions are 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 contributions are made after the plan year closes and all discrimination testing is performed, usually during the Fall semester.

L. Institutional Privileges for Retired and Emeriti Faculty Members

Notre Dame de Namur University is committed to promoting close ties between itself and its faculty members who have reduced their teaching load or retired. To this end, the following assistance and privileges are available at no charge for faculty who have retired from the University: use of the library, language laboratory, computer laboratories, pool, gymnasium, and parking facilities; placement in College mailing lists and directories; admission (with guest) to cultural events sponsored by the Art, Music, and Theatre Arts departments; attendance at faculty meetings with voice but without vote; and attendance at classes as auditors if space is available.

Emeriti faculty members have the additional privileges of representing the University officially if requested by the President, walking in academic processions, being listed in the University Catalog, and being provided office space if facilities permit.

The Faculty Senate President will appoint a current faculty or staff member who will act as a liaison for retired and emeriti faculty members. The liaison will be responsible for coordinating the implementation of the benefits listed above among the various involved University offices.

M. 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.

XIX. TERMINATION OF EMPLOYMENT-STAFF AND ADMINISTRATION

A. Employment At Will

Staff and Administration 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 (except for at-will) may also 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 and operating conditions, student enrollment and other factors are uncertain. Changes or downturns in student enrollment could create a decision to restructure or reduce the number of people employed.

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.

XX. 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
- 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.
- On-line Courses in conjunction with Deltak
- Programs or courses where the timing of the granting of tuition remission requests may be affected by the impact of the number of requests on a given program, for example causing a program to become close to revenue negative if a substantial percentage of students in that class or program would hold tuition remission status if all requests were granted at the same time.

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 employee must consult with their immediate supervisor before enrolling in a course of study.
3. The Tuition Remission form must be completed and all required signatures must be secured before the original form is submitted to Human Resources.
4. 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.**
5. The Business Office will credit remission after the ADD/DROP period for each semester.
6. If an employee becomes eligible for tuition remission during a given semester, the remission will be prorated (date to be determined by HR).

APPENDIX D

Faculty Salary Scale

PT faculty scale revision effective August 17, 2015

1% increase effective April 16, 2014

APPENDIX II: FACULTY SALARY SCHEDULES

NDNU FULL TIME FACULTY SALARY SCALE (August 15, 2013)

FULL TIME	ASST. PROF.		ASSOC. PROF.		PROFESSOR	
	2013-14	2013-14	2013-14	2013-14	2013-14	2013-14
STEP	9 months	12 months	9 months	12 months	9 months	12 months
Instructor	52,132	69,510				
1	53,766	71,688	62,331	83,106	72,258	96,342
2	55,379	73,840	64,200	85,598	74,426	99,234
3	57,041	76,054	66,127	88,168	76,659	102,210
4	58,753	78,336	68,110	90,813	78,959	105,276
5	60,514	80,685	70,154	93,537	81,326	108,435
6					83,767	111,688
7					86,280	115,039
8					88,869	118,490

NDNU FULL TIME LIBRARIAN SALARY SCALE (August 15, 2013)

FULL TIME	ASST. LIBRARIAN	ASSOC. LIBRARIAN
	2013-14	2013-14
STEP	10 months	10 months
1	53,766	62,331
2	55,379	64,200
3	57,041	66,127
4	58,753	68,110
5	60,514	70,154

NDNU PART TIME FACULTY SCALE (August 17, 2015)

	RATE PER UNIT	LAB RATE
	2015-16	2015-16
LEVEL		
2	935	622
3	1,045	698
4	1,170	783
5	1,311	875
6	1,469	979
SENIOR LECTURER	1,645	1,097

PRIVATE MUSIC LESSONS	
2	659
3	739
4	827
5	925
6	1,037

NDNU CORE FACULTY (August 17, 2015)

	CORE FACULTY RATE	CORE FACULTY
	(10% ABOVE PT SCALE 2015)	LAB RATE (2015)
LEVEL		
2	1,027	688
3	1,151	771
4	1,287	861
5	1,444	968
6	1,616	1,081
SENIOR LECTURER	1,810	1,214

Benefits

Include: Participation in the University's retirement program
Participation in the University's medical plan

APPENDIX E

Initial Placement of Full-Time and Part-Time Faculty

Notre Dame de Namur University

Initial Placement Worksheet for Full-Time Faculty

Employee Name _____ Date of Hire _____

Department/School _____ Semester/Term _____

Teaching Experience

Date From	Date To	Institution Name and Location	Subject Taught	FT Equivalent (e.g. one semester = .5; one year = 1)
Total Full-time Equivalent years of teaching experience =				

Work Experience Related to the field (if applicable)

Date From	Date To	Company name and Location	Nature of Experience	Calendar years (e.g. 6 months = .5; one year = 1)
Total years of relevant work experience X .5 = Total equivalent years used for placement =				

Faculty will be placed appropriately on the current Full-time Faculty Scale based on their combined degrees and years of college and/or university teaching experience. This worksheet outlines the calculation for placement. Work experience related to the teaching field may be used in calculating placement eligibility by using this formula: one (1) year of relevant work experience x .5, using up to a maximum of 10 years of work experience for Assistant Professors with 0 to 7 years of college and/or university teaching experience, and up to a maximum of 6 years of work experience in addition to a minimum of 7 years of college and/or university teaching experience for Associate Professors and Professors.

Placement Calculations

Degree	Years of College Teaching Experience	Salary Step in Rank	Grade in Rank	Rank
Ph.D. or Terminal Professional Degree (e.g. MM, MFA, MBA)	0	1	1	Assistant Professor
	1	2	1	
	2	3	1	
	3	4	1	
	4	5	1	
Ph.D. /Terminal Degree and more than 7 years of college teaching. (4 at full-time College level)	8	1	1	Associate Professor
	9	2	1	
	10	3	1	
	11	4	1	
Ph.D./Terminal Degree and at least 12 years of college teaching. (9 at full-time College level)	12	1	1	Professor
	13	2	1	
	14	3	1	
	15	4	1	

Locate the appropriate degree(s) and years of teaching experience as per above and add up to 5 years of teaching experience credit for relevant work experience as per side one of the placement worksheet.

Placed at Rank _____ Grade _____ Step _____

Dean's Signature _____ Date _____

Notre Dame de Namur University

Initial Placement Worksheet for Part-Time Faculty

Employee Name _____ Date of Hire _____

Department/School _____ Semester/Term _____

Teaching Experience

Date From	Date To	Institution Name and Location	Subject Taught	FT Equivalent (e.g. one semester = .5; one year = 1)
Total Full-time Equivalent years of teaching experience =				

Work Experience Related to the field (if applicable)

Date From	Date To	Company name and Location	Nature of Experience	Calendar years (e.g. 6 months = .5; one year = 1)
Total years of relevant work experience X .5 = Total equivalent years used for placement =				

Education

Degree	Institution	Major	Year Earned

Level	Position	FTE College Teaching Experience After Masters	FTE College Teaching Experience After Doctorate	Up to two steps may be granted in addition to or in place of teaching experience after earning a Masters/Doctorate as per the above formula
2	Lecturer	0-5 years		
3	Lecturer	6-10 years	0-3 years	
4	Lecturer	11-14 years	4-6 years	
5	Lecturer	15-19 years	7-9 years	
6	Lecturer	20+ years	10+ years	

Faculty will be placed appropriately on the current Part-time Faculty Scale based on their combined degrees and years of teaching experience. This worksheet outlines the calculation for placement. Work experience related to the teaching field may be used in calculating placement eligibility by using this formula: one (1) year of relevant work experience x .5, using up to a maximum of 10 years of work experience.

Placed at level _____ on _____ (date) _____ Dean Signature _____

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]