

# **Kansas Wesleyan University**

# **Employee Handbook**

**Approved by Board of Trustees December 14, 2022**



# TABLE of CONTENTS

<b>CORE POLICIES</b> .....	<b>4</b>
1.0 KWU OVERVIEW .....	4
1.1 Welcome .....	4
1.2 University History .....	4
1.3 Relationship to the United Methodist Church .....	5
1.4 University Mission Statement .....	5
1.5 University Focused Vision Statement .....	6
1.6 Accreditation .....	7
1.7 Program Approval .....	7
1.8 Revisions to Handbook .....	7
2.0 GENERAL INFORMATION .....	8
2.1 University Organization Chart .....	8
2.2 Board of Trustees .....	8
2.3 President's Council .....	9
2.4 Composition .....	9
2.5 Internal University Organization .....	9
2.6 Committee Structure .....	9
2.7 Communications .....	10
2.8 Assessments .....	10
3.0 NEW HIRE INFORMATION .....	11
3.1 New Employee Orientation .....	11
3.2 Electronic Onboarding .....	11
3.3 Employment Authorization Verification .....	11
3.4 Paylocity - Payroll Program .....	11
3.5 KWU ID Card .....	11
3.6 Parking Permits .....	12
3.7 Dining Facilities .....	12
3.8 University Directory .....	12
3.9 Phone .....	12
3.10 Fitness Center .....	12
3.11 Use of Facilities .....	12
3.12 Campus Map .....	13
3.13 Calendar of Important Dates .....	13
3.15 Ethics Code .....	14
4.0 GENERAL POLICIES .....	15
4.1 At-Will Employment .....	15
4.2 Equal Opportunity Employer .....	15
4.3 Implementation .....	16
4.4 Sexual Assault, Harassment, and Other Forms of Sexual Misconduct .....	16
4.5 Violence-Free Workplace .....	23
4.6 Solicitation/Distribution .....	23
4.7 Employment of Relatives .....	24
4.8 Personnel File .....	24
4.9 Performance Evaluation .....	24
4.10 Drug-Free Schools and Communities Act .....	24
4.11 Policy Statement on AIDS and Other Communicable Diseases .....	26
4.12 Conflict of Interest/Second Jobs .....	27
4.13 Job Assignment .....	27
4.14 Personal Conduct .....	27
4.15 Cooperation with Investigations .....	28
4.16 Appearance .....	28
4.17 Confidential Information .....	29
4.18 Safety and Health .....	29
4.19 Emergency Response .....	30
4.20 Training .....	30
4.21 Chain of Command .....	31
4.22 Authority .....	31
4.23 Campus Notification Policy .....	31
4.24 Inclement Weather Policy .....	31
4.25 Tobacco Free Campus Policy .....	32
4.26 Purchasing Policy .....	33
4.27 KWU Computer/Technology Request Procedure .....	33
4.28 KWU Computer Repair Request Procedure .....	34
4.29 Miscellaneous Items .....	35
4.30 Social Media .....	36
4.31 Campus E-mail .....	37
4.32 Campus Mailbox .....	38
4.33 Complaint Resolution Procedure .....	38

4.34	Termination of Employment .....	39
4.35	Whistleblower.....	39
4.36	Workplace Privacy and Right to Inspect.....	41
5.0	WAGE AND HOUR POLICIES.....	41
6.0	TIME-OFF BENEFITS .....	43
6.1	Paid Time Off (PTO) .....	43
6.2	Holidays .....	44
6.3	Jury and Witness Duty Leave .....	44
6.4	Medical Leaves of Absence .....	45
6.5	Family Care Leave.....	45
6.6	Medical Leave.....	45
6.7	Pregnancy Disability Leave, Accommodations and Transfers .....	46
6.8	Military Exigency Leave .....	46
6.9	Military Caregiver Leave .....	46
6.10	How to Request Leave.....	47
6.11	Compensation and Benefits During Leave.....	47
6.12	Return to Work.....	47
6.13	Termination .....	48
6.14	Personal Leaves of Absence .....	48
6.15	Military Leave of Absence .....	48
6.16	Classes During Workdays.....	49
6.17	Exit Interview.....	49
6.18	Open Door/Conflict Resolution Process.....	49
6.19	Outside Employment.....	49
6.20	Performance Improvement.....	49
6.21	Standards of Conduct .....	50
7.0	BENEFITS .....	51
7.1	Group Health and Related Benefits .....	51
7.2	Group Medical and Dental .....	51
7.3	Flexible Spending Account (FSA) .....	52
7.4	Disability Benefits.....	54
7.5	Workers' Compensation Insurance .....	54
7.6	Unemployment Insurance .....	54
7.7	Group Life Insurance.....	54
7.8	Retirement Plan .....	55
7.9	Tuition Discount - Undergraduate Courses .....	55
7.10	Tuition Discount - Graduate Courses.....	56
7.11	Tuition Exchange .....	57
7.12	Bereavement Leave.....	57
7.13	Continuing Education and Tuition Assistance .....	58
7.14	Exempt Personnel.....	58
7.15	Nonexempt Personnel.....	58
7.16	Regular Full-Time Personnel .....	58
7.17	Regular Part-Time Personnel.....	58
7.18	Family and Medical Leave (FMLA).....	58
8.0	SAFETY .....	62
8.1	General Safety .....	62
8.2	Workplace Violence .....	63
8.3	Use of Force .....	64
<b>KANSAS POLICIES .....</b>		<b>68</b>
HIRING AND ORIENTATION POLICIES .....		68
Disability Accommodation.....		68
EEO Statement and Nonharassment Policy .....		68
PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION .....		70
Disciplinary Process.....		70
BENEFITS .....		72
Jury Duty Leave .....		72
Leave for Victims of Domestic Violence/Sexual Assault .....		72
Voting Leave.....		73
<b>ACKNOWLEDGMENT OF RECEIPT AND REVIEW.....</b>		<b>74</b>

# Core Policies

## 1.0 KWU Overview

### 1.1 Welcome

This Handbook is intended to provide general guidelines, both for new employees as they become acclimated to Kansas Wesleyan University and for all employees as a reference. It outlines and summarizes basic personnel policies, employee benefits, employee responsibilities and general personnel practices and guidelines. A separate *Faculty Handbook* details additional information relating only to Faculty. It is your responsibility to read and understand this handbook.

***This Handbook is not intended to state contractual terms and does not constitute a contract between Kansas Wesleyan University and its employees or applicants for employment, and except where governed by law, the university reserves the right to change, add or discontinue any of the policies described herein, other than the Employment at Will policy, as it deems appropriate. All legal employment issues will be settled in the state of Kansas.***

As a United Methodist-affiliated university we know that our success, both now and in the future, depends upon the decisions we make today and recognize that high standards of ethical performance are necessary to carry out our values. But rules and policies cannot guarantee integrity or ethical conduct; only people can. The policies set out in this handbook provide broad guidelines to assist the administration and staff of Kansas Wesleyan University in putting applicable standards into daily practice. This handbook cannot cover every situation or set forth every applicable rule. Should you have any questions regarding any policies, please ask your supervisor or the Human Resources representative for assistance.

We wish you the best of luck and success in your present position and hope that your employment relationship with Kansas Wesleyan University will be a rewarding experience. If you have suggestions for improvement, please contact your supervisor or visit the President during designated open office hours.

If you have questions about your employment or any provisions in this handbook, contact Human Resources.

### 1.2 University History

Kansas Wesleyan University (KWU) is a four-year, private, liberal arts college. Founded in 1886, the Northwest Kansas Conference of the Methodist Episcopal Church provided the impetus for the founding of Kansas Wesleyan University. After a competitive review of several cities, Salina, a crossroads for commerce and industry in Kansas, was chosen and the leadership of the city agreed to donate 15 acres of prime land and to construct the first of the university's buildings. The church and the community worked well together to overcome early challenges and within 25 years, the university had grown in size and resources. Early graduates advanced to leadership roles in law, medicine, clergy, government, education, and business. In 1903, the university welcomed women and established coeducation along with a new female residence hall. Students of all faiths and traditions were welcomed as enrollment grew. In the 1920's, Andrew Carnegie funded a science hall and the university added a modern gymnasium (King Gym) with electric lights, a pool, and an indoor track. Soon, the campus boasted a chapel, a building for the business college, and a new presidential residence.

The university persisted under very difficult circumstances during the depression and two World Wars and contributed to the care of families during the worst part of the depression and world conflicts. The university began to thrive after WWII with the return of veterans who flooded institutions of higher education across the country.

The university, with an enrollment of approximately 800 students, is divided academically into six divisions and twenty-one departments. The curriculum has 27 major academic programs and offers seven degree programs ranging up to masters' degrees.

The campus is located in the center of Salina, Kansas, (a community of approximately 50,000 citizens) which is located at the intersection of Interstate Highways I-70 and I-135. The current campus encompasses 30 acres of land with 25 buildings (13 for educational purposes), including a beautiful, Student Activities Center which includes Hauptli Student Center and Mabee Arena. The campus and student body are an important part of life in Salina. The drive south on Santa Fe Avenue from the city center opens to the campus' main Administration Building (Hall of Pioneers), a landmark facility.

The university has a vibrant athletic program of 25 intercollegiate athletic teams competing as a proud member of the National Association of Intercollegiate Athletics (NAIA). The university has been a member of the Kansas Collegiate Athletic Conference since 1928. Kansas Wesleyan's teams have won 115 KCAC championships in its history, including 55 in the last 10 years. KWU also takes pride in a nationally competitive Debate and Forensics program, high quality music performance groups and theatre productions.

Our alumni continue into successful lives, serving their industries, communities, churches, and families. Many have become pioneers in their field, including Dr. Wes Jackson, Gov. William P. Graves, Glenn Martin, Dr. Paul Fisher, and Dr. Rebecca Chopp.

### **1.3 Relationship to the United Methodist Church**

The United Methodist Church has maintained a strong interest in the university by continuing to consider it one of its colleges, by financially supporting it, and by establishing a covenant relationship with it in 1973. The Covenant which defines the relationship with the Conference was mutually agreed upon by the Kansas West Area Conference (now the Great Plains Conference) and Kansas Wesleyan University. The ties with the United Methodist Church are not only historic, but also current. As a denomination, the United Methodist Church provides an over-arching interest in its institutions of higher education through the Board of Higher Education and Ministry, located in Nashville, Tennessee.

The Great Plains Conference of the United Methodist Church is the organized unit with which the university most closely aligns. The Conference lists the university's trustees in its annual information and provides financial resources annually. Groups from the conference often use the university's facilities for their meetings.

The United Methodist Church and its predecessor denominations have long concerned themselves with equality and dignity for all humanity. This strong emphasis derives from the founder's thought as well as current United Methodist understanding of making application of the Christian Religion. John Wesley's words were, "...I know no holiness but social holiness."

The United Methodist Church has a long history of concern for social justice. The Methodist Way has long been open to the natural diversity of the human family and has attempted to provide its educational ministry to the breadth of humanity in myriad ways that reflects its and Kansas Wesleyan University's commitment to equal opportunity.

### **1.4 University Mission Statement**

**The mission of Kansas Wesleyan University is to promote and integrate academic excellence, spiritual development, personal well-being, and social responsibility.**

Kansas Wesleyan University provides an educational program characterized by excellence within a caring community, rooted in the liberal arts tradition. The call of the university is to develop both intellect and character, to stimulate creativity and discovery, to nurture the whole person – body, mind, and spirit. Diversity is encouraged in curriculum, faculty, and students.

Kansas Wesleyan University prepares students not only for careers and professions, but also for lifelong learning. The university equips its students for responsible leadership in their communities, for useful service in and to the world, and for stewardship of the earth.

Kansas Wesleyan University provides a setting in which faith and learning is integrated; encounter with the Christian proclamation is an integral part of the life of the university. The university fosters the lively discussion of faith and values, encouraging students to develop a thoughtful, personal world view informed by Christian tradition.

Kansas Wesleyan University serves the church, community, and the world by providing a variety of resources for educational, cultural, and spiritual enrichment. The aim of the university is to discover, to build and to share a higher quality of life and a broader vision of the world.

## 1.5 University Focused Vision Statement

*Kansas Wesleyan University graduate individuals prepared for lifelong learning, success, responsibility, and service by integrating excellence in academics, co-curricular activities, and experiential learning in a church-based and caring community.*

This focused vision statement created in May 2010 is the guiding set of principles that shapes the actions and decisions taken by all members of the KWU community.

**Current Students**—this vision reminds us of our ultimate goal – to lead rewarding and productive lives. As members of the KWU community, we will diligently work toward graduation and preparation for a lifetime of success in our careers, in our service to community, and in our commitments to faith and family. With the support of the KWU community, we acknowledge the deeply valued bond between education, activities, and service to the community. The KWU students will do our best to honorably reach our fullest potential academically and socially. We will proudly strive to be winners in the classroom, in our sport, in the community, and in our personal lives.

**Prospective Students**—this vision stands as a promise of success, support, and a life-long commitment from KWU. We will experience first-hand our opportunities for academic success, meaningful relationships, and learning beyond the classroom.

**Alumni**—this vision urges us to stand as exemplars of character and service in our careers and communities. We will embrace life-long learning for ourselves and offer mentoring opportunities to current KWU students whenever possible. As advocates for the University, we remain loyal, connected, and philanthropic.

**Faculty**—this vision drives us to be teachers, advisors, and scholars who offer the support each KWU student needs to graduate ready for a fulfilling life. We will provide an educational experience that bolsters academic and professional skills, and promotes curiosity, integrity, critical thinking, resourcefulness, service, and stewardship of the earth.

**Staff**—this vision affirms our goals as a community to provide excellent customer service and enhance communication among all KWU constituents. We will make KWU a community where students can achieve academic and personal success. In all aspects of our organization, we will demonstrate our commitment to and respect for KWU and for each other.

**Board of Trustees**—this vision commits us to be advocates for KWU; to support the financial well-being of the institution; to support enrollment of students who are prepared and motivated to graduate from KWU; to ensure quality and integrity in instructional, co-curricular, and experiential learning programs and in university administration; to foster a caring and supportive community; and to uphold KWU ideals of inclusion, compassion, and service.

**Community**—this vision is a pledge that KWU will be a valuable citizen to Salina and the surrounding region, building bridges to the world beyond. KWU will employ its resources and expertise to benefit the community and will welcome opportunities for KWU students to develop their minds, faith, and skills as they discover the joy of serving others.

## **1.6 Accreditation**

Kansas Wesleyan University is accredited by The Higher Learning Commission (HLC). The Commission's website is <http://www.higherlearningcommission.org/http://www.higherlearningcommission.org/> and their phone number is 800.621.7440.

## **1.7 Program Approval**

Kansas Wesleyan University also maintains programmatic accreditation for several of its programs.

The baccalaureate degree program with a major in Teacher Education is approved by the Kansas State Board of Education (through 2030), 900 SW Jackson St, Topeka, KS 66612, 785-296-3203.

The baccalaureate degree program with a major in Nursing at Kansas Wesleyan University is accredited by the Commission on Collegiate Nursing Education, 655 K St, NW, Suite 750, Washington, DC 20001, 202-887-6791.

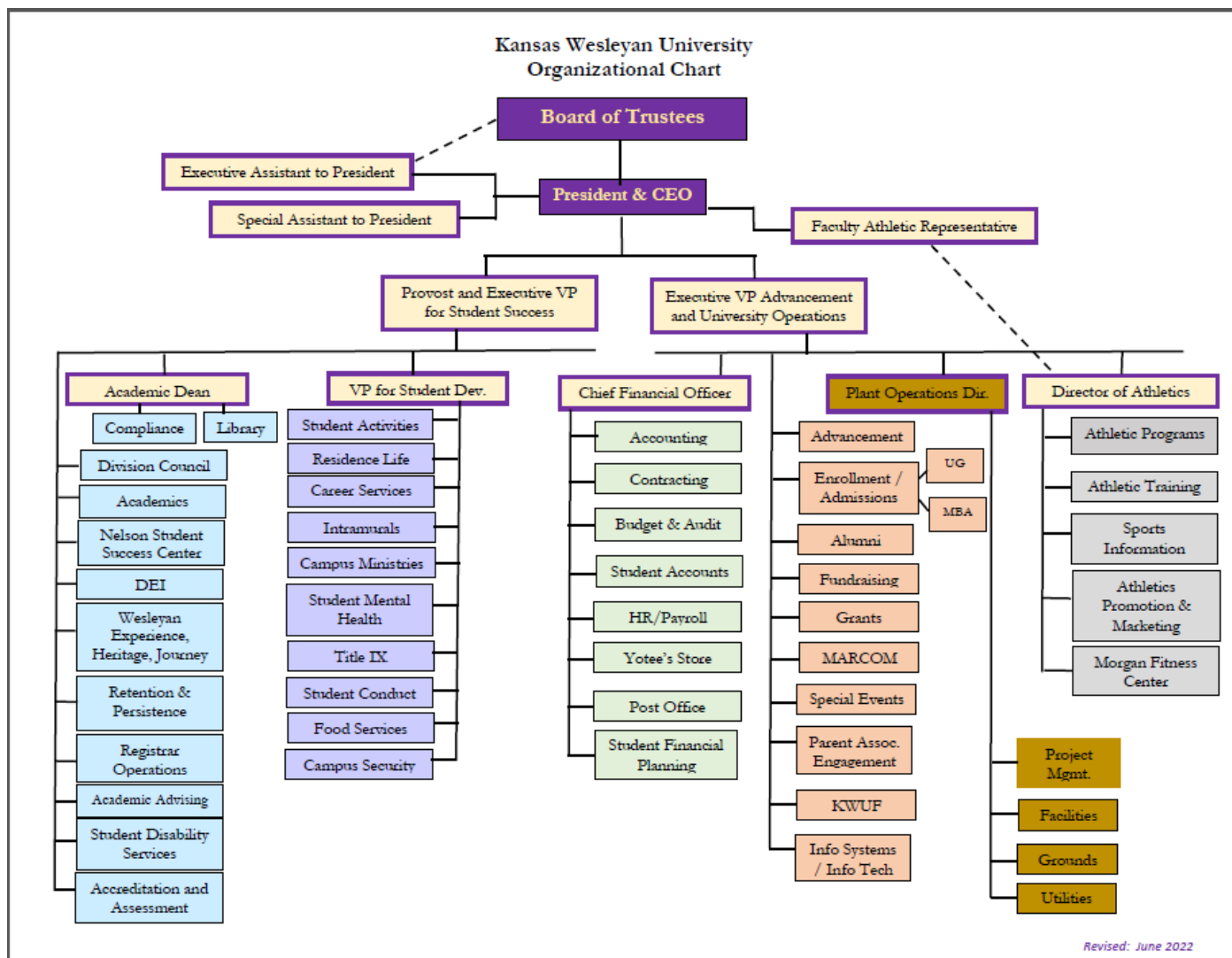
The baccalaureate degree program with a major in Social Work at Kansas Wesleyan University has achieved Candidacy for Accreditation by the Council on Social Work Education Commission on Accreditation. Candidacy for a baccalaureate or master's social work program by the Council on Social Work Education's Commission on Accreditation indicates that it has made progress toward meeting criteria for the assessment of program quality evaluated through a peer review process. A program that has attained Candidacy has demonstrated a commitment to meeting the compliance standards set by the Educational Policy and Accreditation standards but has not yet demonstrated full compliance. Students who enter programs that attain Candidacy in or before the academic year in which they began their program of study will be retroactively recognized as having graduated from a CSWE- accredited program once the program attains initial accreditation. Candidacy is typically a three-year process and attaining Candidacy does not guarantee that a program will eventually attain initial accreditation. Candidacy applies to all program sites and program delivery methods of an accredited program. Accreditation provides reasonable assurance about the quality of the program and the competence of students graduating from the program. For more information about social work accreditation, click here: <https://www.cswe.org/accreditation/info/contact-accreditation-staff/>.

## **1.8 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Kansas Wesleyan University policies and procedures. The handbook is not a contract. The school reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written update to the handbook or in a posting on company media.

## 2.0 General Information

### 2.1 University Organization Chart



### 2.2 Board of Trustees

The Board of Trustees shall have and exercise the corporate powers prescribed by the laws of the State of Kansas. The essential function of the Board shall be policy making and assurance of sound management. The Board has primary and ultimate responsibility in determining general, educational, financial, and related policies deemed necessary for the administration and development of Kansas Wesleyan University in accordance with its stated purposes and goals.

The Board of Trustees elects the President to serve as the chief executive officer of Kansas Wesleyan University and the chief staff officer to the Board of Trustees. The President is responsible to the Board of Trustees for the proper operation of the university; seeing that the policies established by the Board are carried out; performing the duties assigned by the Board; transmitting to the Board written and oral reports which adequately and properly reflect the academic, financial, and other aspects of the university; making recommendations to the Board; and has the power to perform all acts and to execute all documents necessary or desirable to make effective the actions of the Board; and shall make a comprehensive report on the state of the university at each regular meeting of the Board.



Board of Trustees membership consists of not less than twelve (12) nor more than thirty-six (36) elected members each of whom shall serve a term of three (3) years but no more than three (3) successive terms without a one (1) year absence. The officers of the Board include the Chairperson, the Immediate Past Chairperson, the Vice Chairperson, the Treasurer, and the Secretary. The Board may appoint such other officers as it from time to time deems advisable upon recommendation of the Committee on Trustees. The Board of Trustees meets for at least three (3) regular meetings each year.

The committees of the Board of Trustees include the Executive Committee (officers plus the President), standing committees, and ad hoc committees. Standing committees include: Committee on Academic Affairs, Committee on Enrollment, Committee on Finance and Operations, Committee on Institutional Advancement, Committee on Strategic Thinking and Implementation, Committee on Student Life and Athletics, and Committee on Trustees. Other standing committees may be created from time to time as required to oversee permanent functions of a major character. Ad hoc committees may be appointed by the Board Chairperson with the approval of the Board and shall be for one (1) year duration unless otherwise fixed by the Board.

Any official communication from or to the faculty, students, employees, or officers of Kansas Wesleyan University shall ordinarily be communicated through the President, preferably in writing. The faculty is authorized to prepare and to maintain a constitution governing the teaching operation of the faculty and academic affairs of Kansas Wesleyan University, subject to the policies set forth by the Board of Trustees and without abrogating the authority or responsibility of the Board of Trustees.

### **2.3 President's Council**

The President's Council serves as the management team for the president. Guided by the university Mission, the members of the council work to coordinate initiatives and activities in the implementation of the strategic plan. The council serves three primary functions: to provide advice and counsel to the president, to prepare items for consideration and decision making by the council and to coordinate activities and work across all offices/departments. The council meets twice a month and reports to the president.

### **2.4 Composition**

The President's Council includes the President, the Provost and Executive Vice President for Student Success, the Executive Vice President for Advancement and University Operations, the Chief Financial Officer (CFO), and the Vice President for Student Development. The Executive Assistant to the President serves as ex-officio.

### **2.5 Internal University Organization**

All members of the university have a role in the internal organization of the institution, with roles varying depending on job position and level of responsibility. The overall direction is set by the Board of Trustees with the president of the university having the responsibility to carry out those plans and actions. Senior executives, program directors, department heads, and other supervisory personnel are responsible for executing policies and procedures at the detail level within their respective areas that result in accomplishing the direction set forth by the Board of Trustees and the president.

### **2.6 Committee Structure**

The following committee structure is set up to help facilitate the operations of the university. All committees, whether institutional or faculty, serve as *advisory* bodies to the president. A complete *Committee Structure Manual* is accessible on the University's intranet.

**A. Faculty Committees:** The standing faculty committees are:

Divisional Council	Honors Program Committee
Academic Affairs Committee	Institutional Assessment and Research Council (IARC)
Curriculum Committee	Liberal Studies Committee
Faculty Affairs Committee	Teacher Ed Committee/Teacher Unit

**B. Institutional Committees:** The standing institutional committees are:

Athletics Committee	Marketing Committee
Data Integrity and Reporting Committee	Retirement Plan Committee
Diversity, Equity and Inclusion Committee	Student Life/Student Conduct Committee
Enrollment Committee	Student Success Committee
Institutional Direction Committee	

**C. Institutional Advisory Councils**

Animal Use & Care Advisory Council	Online Committee
Emergency Mgmt. Program Advisory Council	Service Learning Advisory Council
IRB Advisory Council	Social Work Advisory Board
Nursing Advisory Council	Teacher Education Advisory Council

**D. Institutional Ad Hoc/Task Force Committees**

Compliance Task Force	Green Ad Hoc Committee
-----------------------	------------------------

**E. Staff Leadership Council**

Middle Managers

## 2.7 Communications

- University policies, procedures, membership lists, and reports are posted online and accessible on the university intranet.
- All campus members (faculty, staff, and students) are eligible for a KWU email address and campus post office box. Email should be checked on a regular basis as it will be the main form of communication with the campus community.
- In addition to the university website ([www.kwu.edu](http://www.kwu.edu)), several social media pages have also been created and are used as an additional avenue of communication (for example, the athletic teams and fine arts have pages). Any social media pages using the university name must have prior approval from university administration.
- The Office of Public Relations distributes the **Contact** magazine, and the school student newspaper, the **Advance**.

## 2.8 Assessments

Institutions must regularly self-evaluate in order to grow, improve, and mature. Therefore, all employees are expected to participate in individual, departmental, and institution-wide assessments. Employees are asked to be honest and reflective in all evaluation exercises.

Further, some employees will be expected to develop and implement assessment of Institutional Learning Outcomes (ILOs). This work should consider the learning of students as it relates to the four ILO categories. It should provide formative feedback to students and cumulative data that helps the university understand its effectiveness in meeting the ILOs.

## **3.0 New Hire Information**

### **3.1 New Employee Orientation**

New employee orientation provides a broad overview of the university's history and organizational structure as well as information regarding resources available to employees. The goal is to provide new employees with the information needed to successfully transition into the KWU workplace.

Orientation is generally offered to new employees within the first week of starting employment by their supervisors or another designated staff member. Group orientation will be held if necessary, within thirty days of employment. All regular employees are expected to attend new hire orientation, when scheduled. Orientation covers introduction of the following:

- Information Services
- Credit Cards / Accounts Payable
- Paylocity (payroll program), <https://access.paylocity.com>, Company ID #46250. Username is same as given during employment onboarding
- Human Resources

### **3.2 Electronic Onboarding**

An electronic onboarding process will be initiated after your employment offer letter has been signed and returned to the Human Resources Department, but before your first day of work. The onboarding process is conducted through our payroll program, Paylocity, and will include, but is not limited to:

1. Employment Eligibility Verification, Department of Homeland Security (Form I-9)
2. Federal and State tax forms (state forms may be out-of-state forms if an adjunct instructor)
3. All forms necessary for employment

### **3.3 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Kansas Wesleyan University. If you are currently employed and have not complied with this requirement or if your status has changed, inform your supervisor(s). This document is found within the electronic onboarding process.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the school.

### **3.4 Paylocity - Payroll Program**

All information that pertains to payroll (direct deposit, demographic changes, tax form updates, timesheet entry) will be done through Paylocity. Your username and password will be established during the onboarding process.

The Business Office is always available to answer your questions if you do not find what you are looking for within Paylocity.

### **3.5 KWU ID Card**

All regular Kansas Wesleyan University employees are entitled to a KWU ID card which can be used at Memorial Library to check out books, journals, CDs, and DVDs or use computers; for discounts to KWU performances, productions, and athletic events, and at Yotee's Bookstore on campus; and to use at the Fitness Center in the Student Activities Center.

### **3.6 Parking Permits**

The University provides parking options to all employees. All employees wishing to use main campus parking facilities must register their vehicles with the Student Development Office and acquire a parking permit.

### **3.7 Dining Facilities**

Employees may use their KWU ID cards in campus dining facilities if funds are previously deposited to a designated account. Campus dining facilities are located in the Shriwise Cafeteria (Pfeiffer Hall) and The Den (Student Activities Center).

### **3.8 University Directory**

The KWU online directory includes only work-related information about faculty and staff. The directory lists name, working title, department, office location, on-campus mail address, telephone, and email address. Directory listings can be edited or modified by the department web administrator. The Director of Marketing & Communications can provide employees instructions on how to manage directory listings once on the website.

### **3.9 Phone**

Calls made from an on-campus phone to another on-campus extension only need to dial the last four (4) digits of the phone number. For example, to dial the Business Office from another on-campus phone, dial 4347. When calling an off-campus phone number, first dial "9" then the number as if making a local call. Long-distance calls require dialing "9" + "1" then the full number including area code. Voice mail is available.

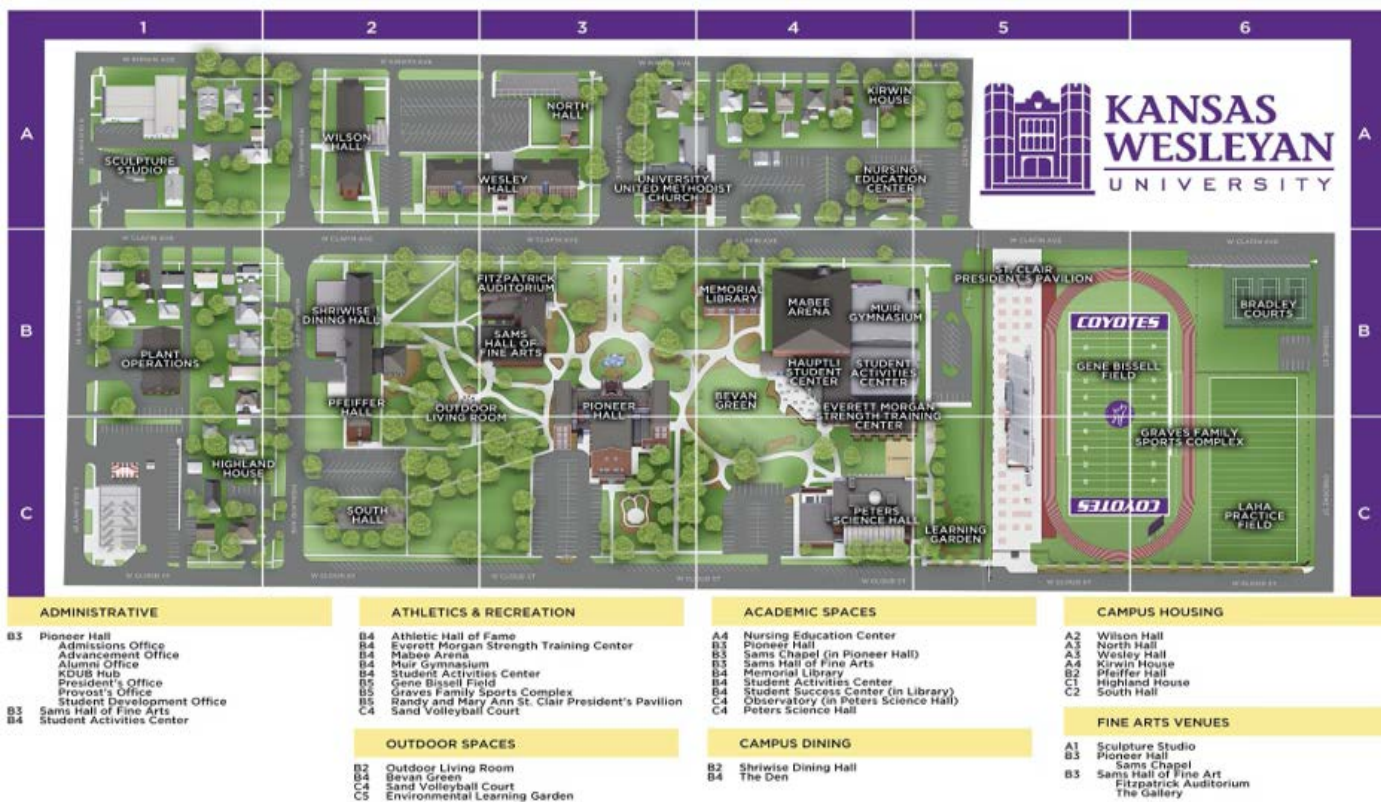
### **3.10 Fitness Center**

Employees of KWU are permitted to use the campus Fitness Center located on the lower level of the Student Activities Center during open use hours. A KWU ID card is required. Employees are expected to observe the hours of operation and rules of the facility, including signing in/out.

### **3.11 Use of Facilities**

Employees may request permission to use KWU facilities for non-KWU meetings or events. The procedure for reservations must be followed and the Facilities Reservation Form completed and submitted to the Scheduling Officer in the Student Development Office. Any room/usage fee will be determined by the Business Office as appropriate. The Facilities Use Policy and Reservation Form are both available from the KWU intranet. Reservations must be confirmed by the Scheduling Officer PRIOR to any announcements of the facilities as a location for any meeting or event.

### 3.12 Campus Map



### 3.13 Calendar of Important Dates

Daily events are posted on the main KWU Campus Calendar. Additional information can be found on the Fine Arts Calendar and the Athletics website.

- New Student Orientation – August*
- Opening Convocation – August*
- Homecoming and Family Weekend – Sept/Oct*
- Fall Board of Trustees Weekend – October*
- Fall Break/Service Week – October*
- Thanksgiving Break – November*
- Faculty and Staff Christmas Party – December*
- Christmas by Candlelight Concerts – December*

- Semester Break – December/January*
- Winter Board of Trustees Weekend – February*
- Spring Break – March*
- Senior Picnic – May*
- Nursing Pinning Ceremony - May*
- Baccalaureate/Commencement – May*
- Summer Break – May-August*
- Summer Board of Trustees Weekend – June*

### 3.14 Important Contact Information

#### Campus Security and Safety

Phone: 785-829-6017

#### Campus Safety Director

Phone: 316-691-1651

#### Human Resources Department

Location: 1st Floor PH, Office #185

Phone: 785-833-4303

Email: [HR@kwu.edu](mailto:HR@kwu.edu)

#### KWU ID – Student Development Office

##### Jenny Lawson, Office Manager

Location: 1<sup>st</sup> Floor PH, Office #125 Phone: 785-833-4329

Email: [jenny.lawson@kwu.edu](mailto:jenny.lawson@kwu.edu)

#### Director of Plant Operations (Maintenance)

Location: 1617 S. 9<sup>th</sup> Street

Phone: 785-833-4322

Email: [plant.ops@kwu.edu](mailto:plant.ops@kwu.edu)

#### Athletics Facilities

Location: SAC

Phone: 785-833-4377

Email: [richard.speas@kwu.edu](mailto:richard.speas@kwu.edu)

#### Office of Marketing and Communications

##### Director of MARCOM

Location: 1<sup>st</sup> Floor PH, Office #127

Phone: 785-833-4340

Email: [brad.salois@kwu.edu](mailto:brad.salois@kwu.edu)

#### Information Systems

##### Director of Information Systems

Location: 1<sup>st</sup> Floor PH, Office #190

Phone: 785-833-4444

Email: [justin.taylor@kwu.edu](mailto:justin.taylor@kwu.edu)

#### Sodexo Food Service

Leon Paredes, Manager

Phone: 785-833-4434

[sodexo.catering@kwu.edu](mailto:sodexo.catering@kwu.edu)

### 3.15 Ethics Code

Kansas Wesleyan University will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the school.

We expect that officers, directors, and employees will not knowingly misrepresent the school and will not speak on behalf of the School unless specifically authorized. The confidentiality of proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the School or operations, or that of our customers or partners, is to be treated with discretion and only

disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

## **4.0 General Policies**

### **4.1 At-Will Employment**

Your employment with Kansas Wesleyan University is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the school at any time, with or without notice and with or without cause, as you deem appropriate.

Nothing in this handbook or any other school document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President.

The university retains such discretion to take other actions as well, such as transfer, reassignment, or disciplinary action. In addition, because the employment relationship is "at-will", the university may change its employment policies from time to time in its discretion. Faculty employment, including the faculty tenure process, is covered in the *Faculty Handbook*.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

### **4.2 Equal Opportunity Employer**

Kansas Wesleyan University translates its mission statement into action by recognizing and affirming the dignity and worth of all people in recruiting students, hiring personnel, implementing its programs and activities, and electing its board of trustees.

Kansas Wesleyan University recognizes the dignity and respect due each individual person and shall continue its long-standing policy to grant equal opportunity to all qualified persons without unlawful discrimination based on race, color, gender, age, national origin, ancestry, ethnicity, disability, sexual orientation, religion, or veteran status. To fulfill its mission as a Christian institution, the University shall maintain a preference in hiring persons who can affirm the Institution's mission.

This equal opportunity policy applies to all terms and conditions of employment, including, but not limited to: hiring, placement, assignments, training, promotion, employee discipline and termination, layoff, recall, transfer, leaves of absence and employee benefits. It shall further be applied to all personnel actions such as compensation, education, tuition assistance, social clubs, and recreational programs.

Kansas Wesleyan University offers reasonable accommodations to qualified individuals with physical or mental disabilities to the extent the accommodation will enable them to perform the essential functions of the job and will not create an undue hardship. Further information relating to reasonable accommodations is available from the Human Resources Office. If you believe that you need reasonable accommodation because of a qualified disability, please speak with your supervisor or the Human Resources Office.

Kansas Wesleyan University shall consistently and aggressively monitor these areas to ensure that any differences which may exist are the results of bona fide qualification factors rather than race, color, gender, age, national origin, ancestry, ethnicity, disability, sexual orientation, religion, or veteran status.

Kansas Wesleyan University encourages employees with questions or concerns about any type of discrimination to bring them to the attention of your supervisor, or the Human Resources Office. You can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### 4.3 Implementation

- Responsibility for implementing the Equal Opportunity policy ultimately lies with the President & CEO of the university. This statement is distributed among all the offices wherein hiring is conducted.
- Each administrative office is responsible for assuring that the university's employment policies are implemented.
- The Office of Admissions is responsible for implementing student recruitment strategies that comply with this policy.
- Position advertising differs according to the position. Professional positions are usually advertised regionally/nationally, but staff positions are primarily advertised locally.
- All new administrators shall be informed of the institution's policies and all other administrators shall be reminded annually of the policies.
- Advertising for employment will carry the acronym EOE.
- Employment forms shall also carry the acronym EOE.

### 4.4 Sexual Assault, Harassment, and Other Forms of Sexual Misconduct

Sexual misconduct, sexual harassment, and sexual assault are unacceptable and will not be tolerated at Kansas Wesleyan University. Accordingly, KWU urges individuals to make a formal report if that individual is the victim of sexual misconduct, sexual assault, or sexual harassment; has knowledge of another person being the victim of sexual misconduct or believes in good faith that he/she has witnessed a possible warning sign of sexual misconduct, sexual assault, or sexual harassment. A report of sexual misconduct, sexual assault, or sexual harassment will be dealt with promptly. Confidentiality will be maintained to the greatest extent possible, but without violating the need to ensure due process of law/procedure of anyone accused of sexual misconduct, sexual assault, or sexual harassment.

ALL MEMBERS OF THE KWU COMMUNITY, INCLUDING BUT NOT LIMITED TO STUDENTS, FACULTY (INCLUDING ADJUNCT FACULTY), ADMINISTRATORS, STAFF, VOLUNTEERS AND INDEPENDENT CONTRACTORS (COLLECTIVELY "MEMBERS" OR "members") ARE SUBJECT TO THIS POLICY.

All employees of Kansas Wesleyan University are "responsible employees" within the Title IX regulations concerning both the prevention and reporting of sexual assault or harassment situations. As such, all employees must communicate with the Title IX Coordinator if they witness or hear about a sexual assault or harassment situation.

Violators will be subject to disciplinary action that may include job termination, expulsion, suspension, removal from campus, contract cancellation, other appropriate institutional sanctions or any other actions reasonably necessary to address the inappropriate behavior. Violators may also be subjected to criminal prosecution outside the control of the University.

**Sexual Misconduct:** This policy defines sexual misconduct as any threat, act or omission used to obtain sexual gratification against another's will or at the expense of another, including without limitation, behavior inducing fear, shame, or mental suffering. Sexual misconduct includes unwanted sexual acts or actions, whether by a domestic partner, an acquaintance, a person in the position of authority, or a stranger that occurs without indication of consent of both individuals or under threat or coercion. Sexual misconduct can occur either forcibly and/or against a person's will, or when a person is incapable of giving consent. Silence does not, in and of itself, constitute consent. The victim of sexual misconduct may be anyone, including but not limited to, adults, adolescents, minors, the developmentally disabled, and vulnerable individuals regardless of age. Sexual misconduct may include, but is not limited to, rape, forcible sodomy, forcible oral copulation, sexual assault with an object, sexual battery, forcible fondling, and threat of sexual assault.



**Sexual Harassment** is the unwelcomed sexual advances or requests for sexual favors or other unwelcome verbal or physical conduct of a sexual nature when submission to or rejection of such advances, requests, or conduct is made, either explicitly or implicitly.

Sexual harassment is also defined as unwelcome sexual advances, requests for sexual favors, or other unwelcome verbal or physical conduct of a sexual nature that is so severe or pervasive that it has the purpose or effect of unreasonably interfering with a student's education, impeding an employee's work performance, or creating an intimidating, hostile, humiliating, or sexually offensive educational, living, or working environment. This is to be judged by the standards of a reasonable person.

Sexual harassment also includes stalking, as defined by the Violence Against Women Act (VAWA) as subsequently defined in VAWA (below).

Sexual harassment does not refer to compliments or other behavior of a socially acceptable nature. It does not refer to discussions of material with a sexual component that might offend some but was introduced in a class or conference for intellectual purposes.

**Sexual Assault** – is defined as the penetration, however slight, of another person's vagina or anus with any object or body part, or of the mouth with a penis or sexual object, without that person's consent.

Sexual assault also includes dating violence and domestic violence, as defined by the Violence Against Women Act, if the involved fits the definition above.

### **Violence Against Women Act Section 304 (VAWA)**

**Dating Violence:** The term "dating violence" means violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) length of the relationship, (ii) the type of relationship, (iii) the frequency of interaction between the persons involved in the relationship.

**Domestic Violence:** The term "domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the a relevant jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of that jurisdiction.

**Stalking:** The term "stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (A) fear for his or her safety or the safety of others, or (B) suffer substantial emotional distress.

### **Consent**

A critical factor that distinguishes acceptable sexual behavior from unacceptable sexual behavior is the consent of the parties involved. To be valid, consent must be informed and freely and actively given. Consent needs to be communicated through mutually understandable words or actions that indicate willingness by all the involved parties to engage in the same sexual activity, at the same time and in the same way.

Clear and open communication is an essential element to conveying and understanding consent. Any person who contemplates initiating any form of sexual activity is strongly encouraged to talk with all involved parties before engaging in such activity. While it is the responsibility of a specific sexual activity to obtain consent, individuals should communicate as clearly and verbally as possible with all parties about what they do and do not want.

## **Elements of Consent:**

1. Consent cannot be freely given if the person's ability to understand and give consent is impaired. Examples of those who are impaired and therefore cannot give consent include:

- any person who is incapacitated due to the use of alcohol and/or other drugs
- any person who is unconscious or for any reason is physically incapacitated
- any person who is mentally impaired
- any person 17 years old or younger
- any person who has experienced the explicit or implicit use of force, coercion, threats and/or intimidation

2. Ideally, consent is given verbally; however, consent (or lack of consent) may also be expressed through gestures, body language and/or attitude. For example, active reciprocation could express consent, and pushing someone away, or simply moving away, could express lack of consent.

3. Silence does not equal consent.

4. Consent to one form of sexual activity does not necessarily imply consent to other forms of sexual activity. Consent may be given for specific activities and not for others.

5. Any party has the right to change his/her mind and withdraw consent at any time.

6. A prior sexual history between the participants does not constitute consent.

7. A person's ability to freely give consent may be jeopardized if the initiator is in a position of power over the person. One example is when the initiator is the supervisor of the person.

## **Background Checks**

This policy defines background checks as, but not limited to, the following:

- A search for sex-related offenses in an individual's counties of residence for the past seven years.
- A search of the state registry of sex offenders; and
- A database search for criminal activity in the individual's states of residence for the past seven years.

## **Key Students**

This policy defines "key students" as those students who are in practicums involving protected persons or in the medical field; student teachers; students working with protected persons; and resident assistants.

## **Camp Counselors and Program Leaders**

This policy defines "camp counselors" and "program leaders" as those individuals who in the course and scope of their employment or service conduct activities at or on behalf of KWU and come in contact with protected persons.

## **Protected Persons**

This policy defines "protected persons" to include minors, developmentally disabled individuals regardless of age and vulnerable individuals regardless of age. Vulnerable individuals include those who are mentally incapacitated (temporarily or permanently) for any reason including but not limited to intoxication, drugs, or mental incompetence. Sexual misconduct with respect to a protected person includes the intent to arouse or satisfy the sexual desires of either the protected person or the perpetrator.

## **Minors**

This policy defines minors as those individuals who have not yet reached the 18 and are not enrolled as students at KWU.

## **Background Checks**

KWU performs pre-employment background checks on all new employees as a condition of employment.

KWU performs background checks for adjunct faculty before they commence working.

Background checks are not required for current employees except for those employees' changing positions. For current employees changing positions, including those filling interim positions, a background check is only required when the new position increases the impact of the perceptible risk factor (contact with protected persons). If an employee experiences a position change within the same or greater perceptible risk factor, a new background check needs to be conducted if it has been five or more years since the last background check.

KWU performs background checks on all key students, camp counselors and program leaders prior to the performance of their duties or participation in the activity triggering this requirement.

KWU will make commercially reasonable efforts to ensure that all third-party contractors and vendors are responsible by contract for complying with these background check standards regarding their employees, volunteers, and subcontractors.

The term "employee" is intended to include administration, faculty, adjunct faculty, and staff.

## **Confidentiality of Information**

KWU will make every effort reasonably possible to preserve the privacy of an individual who makes a report under this policy and to protect the confidentiality of the information reported, subject to the "due process" rights of an accused. The degree to which confidentiality can be protected, however, also depends upon KWU's legal duty to respond to the information reported and the professional role of the person receiving the information. The professional being consulted should make these limits clear before the disclosure of any facts.

As required by law, all disclosures to any KWU employee of an on-campus act of sexual misconduct are tabulated for statistical purposes without personal identifying information. Further information regarding disclosures may be found in Section 4.3.8.B - Public Notification of Incidents.

## **Educational Training Programs**

KWU provides resources for education and training about, and prevention of, sexual misconduct and unlawful harassment. Members of the KWU community are urged to take advantage of the following on-campus prevention and educational resources and are required to do so as described in Section 4.3.4.C below.

- Student Orientation Program, required for all new students, and available to all KWU community members wishing to attend.

## **Training**

Sexual misconduct often takes place when there is a power imbalance. The primary purpose of the training is prevention of sexual misconduct by increasing awareness of behavior which constitutes sexual misconduct and the circumstances in which it may occur. Training will also address strategies for a proactive response when there are warning signs that sexual misconduct may occur.

Sexual misconduct prevention training is required for members of the KWU campus community according to the following schedule:

- New employees – within six months of hire
- All employees having contact with protected persons – annually
- All employees not having contact with protected persons – annually
- Key students, camp counselors and program leaders – prior to performing their duties or participating in the qualifying activity
- Volunteers who having contact with protected persons – annually

## **General**

KWU prohibits conduct (collectively and individually, "unlawful harassment") that constitutes or could lead or contribute to harassment based on race, color, religion, national origin, citizenship, age, sex (whether or not of a sexual nature), gender, sexual orientation or preference, veteran status, marital status, disability, or any other characteristic ("protected characteristics") protected under all applicable laws and regulations. Examples of such conduct include, but are not limited to:

- Ethnic slurs
- Use of computers (including via the Internet) or the electronic mail system to view or distribute racially or sexually offensive communications
- Threatening, intimidating, or hostile acts directed at a particular sex or religious group or directed at an individual because of his or her sexual orientation, color, or ethnicity

Harassment does not require intent to offend. Inappropriate conduct meant as a joke, a prank, or even a compliment may lead or contribute to or constitute harassment.

Sexual harassment is any form of member misconduct that (a) interferes with productivity and wrongfully deprives members of the opportunity to work, study or participate in the KWU community in an environment free from unsolicited and unwelcome sexual advances, (b) constitutes a request for sexual favors or (c) consists of other sexually offensive verbal, electronic or physical conduct.

Prohibited conduct includes, but is not limited to, unwelcome sexual advances, requests for sexual favors and other similar verbal, electronic or physical contact of a sexual nature when:

- Submission to such conduct is either an explicit or implicit condition of a member's status at KWU.
- Submission to or rejection of such conduct is used as a basis for making a decision related in any way with a member's performance or evaluation of performance at KWU.
- Conduct unreasonably interferes with a member's performance at KWU; or
- Conduct creates a hostile, intimidating or offensive environment for the member at KWU.

Sexual harassment may be female to male, female to female, male to female, or male to male. Similarly, other unlawful harassment may be committed by and between individuals who may or may not share the same protected characteristics, such as race or age.

## **Salient Features**

Behavior may constitute sexual harassment no matter how delivered – in person, electronically or otherwise. Actions that may result in charges of sexual harassment include, but are not limited to, the following:

- a) Unwelcome physical contact, including touching on any part of the body, kissing, hugging or standing so close as to brush up against another person;
- b) Requests for sexual favors either directly or indirectly;
- c) Attempting in any way, explicitly or implicitly, to require sexual conduct as a condition of matriculation, continued student or employee status, employment, obtaining a raise, obtaining new duties or any type of advancement, as well as implying or threatening expulsion or termination or unfairly evaluating performance;
- d) Attempting in any way, explicitly or implicitly, to require a member to perform certain duties or responsibilities simply because of his/her gender or other protected characteristics; or
- e) Attempting in any way, explicitly or implicitly, to require a member to submit to sexual conduct by a vendor, customer or other third party.

Other behavior that may seem innocent or acceptable to some people may constitute sexual harassment to others. Such behavior may include, but is not limited to:

- a) Unwelcome sexual flirtations, advances, jokes, or propositions
- b) Unwelcome comments about an individual's body or personal life
- c) Open discussion of intimate details of one's own personal life
- d) Use of sexually degrading words to describe an individual

The university requires that professors who teach courses in which sexually explicit materials are a part of the curriculum because of the nature of such courses, e.g., human biology, publicize course content in advance and conduct such classes with appropriate decorum and sensitivity.

### **Following of an Act of Sexual Misconduct or Unlawful Harassment**

A member of KWU's community who is the victim of sexual misconduct (or unlawful harassment), has knowledge of a third party victim of sexual misconduct (or unlawful harassment), or believes in good faith that he/she has witnessed a possible warning sign of sexual misconduct (or unlawful harassment) as defined herein is urged to make a formal report to the police, Title IX Coordinator, and/or KWU Provost, Human Resources office, as appropriate.

Whether or not the individual makes a formal report, all victims of sexual misconduct are urged to seek appropriate help, which may include a medical evaluation and/or and counseling or other forms of support, either on or off campus. Victims should use the resources listed in this policy to assist them in accessing the full range of services available.

#### **A. Medical Treatment**

A person who is the victim of sexual misconduct is urged to seek appropriate medical evaluation as promptly as possible.

For life-threatening conditions, call 911. For all other situations, see Procedures for Sexual Assault in the Student Handbook.

#### **B. Medical-Legal Evidence Collection**

A person who is the victim of sexual misconduct (particularly rape, forcible oral copulation, or sodomy) is encouraged to request collection of medical-legal evidence. Collection of evidence entails interaction with police and a police report. Prompt collection of physical evidence is essential should a person later decide to pursue criminal prosecution and/or a civil action.

#### **C. Obtaining Information, Support, and Counseling**

Whether or not one makes a formal report, a person who is the victim of sexual misconduct is encouraged to obtain information, counseling, and support. Counselors at a variety of agencies, both on and off campus, can help individuals with deciding on actions, such as seeking medical attention, preserving evidence, obtaining counseling, or filing a report with authorities.

Information, support and advice are available for anyone who wishes to discuss issues related to unlawful harassment or sexual misconduct, whether or not an act constituting either has actually occurred, and whether or not the person seeking information has been harassed, assaulted, accused of an act of harassment or sexual misconduct, or is a third-party.

The degree to which confidentiality can be protected depends upon whether KWU has a legal duty to respond to the allegations and the professional role of the person consulted, as well as the "due process" rights of any accused. The scope of confidentiality should be addressed by that professional person before specific facts are disclosed.

Students should use the Office of Student Development as a prime source of support and information, and employees and all other KWU community members, the Provost's Office and/or the Title IX Coordinator.

#### **D. Formally Reporting Sexual Misconduct or Unlawful Harassment**

Any person who is the victim of sexual misconduct or unlawful harassment, has knowledge of a third-party victim, or believes in good faith that he/she has witnessed a possible warning sign of such behavior is encouraged to make a formal report to the Title IX Coordinator, the Provost Office, or Human Resources Department.

Whether or not a witness or victim elects to report an act of sexual misconduct or the warning signs of to the police, he or she is urged to make a formal report directly to the parties identified .

KWU has a board-approved policy and procedures in place for the confidential reporting by members of issues such as unlawful harassment and sexual misconduct.

Reporting of incidents should be accomplished pursuant to the specific recommendations in the Student Handbook.

#### **E. Title IX Coordinator as a Resource**

Kansas Wesleyan University's Title IX Coordinator can be used by any community member as a resource for understanding and navigating the investigative and judicial process. Faculty or staff supporters should consult the coordinator with questions about how to best support students going through the reporting/investigation process. The Title IX Coordinator is not a confidential resource.

### **Policy Enforcement**

#### **A. Disciplinary Action**

All reported alleged incidents of sexual misconduct will be reviewed and investigated as appropriate. If the evidence supports the allegation, the appropriate KWU judicial procedures will be initiated. Possible sanctions may include, but are not limited to, expulsion, suspension, removal from campus, cancellation of contract and/or termination of employment. Other members of KWU's community who are not subject to an explicit judicial procedure, upon a finding of a violation, shall be subject to removal from campus, cancellation of contract or other sanctions necessary, in the discretion of the University, to address the behavior. Reported alleged incidents of unlawful harassment will be reviewed and investigated. Possible sanctions may include but are not limited to warnings, verbal reprimands, and the "flagging" of the incident in the member's KWU file, and/or any of those mentioned above, if appropriate.

#### **B. Non-Retaliation**

KWU prohibits retaliation of any sort against a person bringing a complaint or otherwise cooperating in the investigation of a complaint. Accordingly, the initiation of a bona fide complaint of sexual misconduct or unlawful harassment or cooperation in such an investigation will not adversely affect that member's status/position, evaluation, wages, advancement, assigned duties, shifts or any other aspect of the member's experience at KWU. Conversely, because such matters warrant such serious attention, allegations that are found to be intentionally or recklessly false may result in disciplinary action against the accuser. Should a member feel he or she is being retaliated against, he or she should report such action immediately as otherwise described herein.

#### **C. Improper Conduct During an Investigation**

Any member of the KWU community who knowingly provides false information or who refuses to cooperate in an investigation related to this policy will be subject to disciplinary action, potentially including expulsion, suspension, termination of employment, removal from campus, cancellation of contract or any other sanction necessary, in the discretion of the University, to address the behavior.

## **Institutional Responses**

### **A. Public Information**

All requests from the media, the campus community at large or the general public, for information concerning an alleged incident of unlawful harassment or sexual misconduct should be directed to the KWU Public Relations. Failure to comply with this requirement may subject a member to possible sanctions including, but not limited to, expulsion, suspension, removal from campus, cancellation of contract and/or termination of employment.

### **B. Public Notification of Incidents**

As required by law, KWU collects and annually reports statistical information concerning sexual misconduct occurring within its jurisdiction. To promote public safety, KWU also alerts the campus community to incidents and trends of immediate concern.

### **C. Relationship Counseling**

Consensual relationships between faculty or staff and students can be problematic. Relationships that might be appropriate in other circumstances are deemed extremely unwise when they occur between an employee of the university and a person for whom that employee has a professional responsibility. The power differential inherent in such relationships may render any apparent consent void and create grounds for a sexual harassment complaint. The university prohibits supervisors and managers from dating, engaging in amorous relationships with, or participating in sexual relations with individuals reporting to them, either directly or indirectly. This prohibition also applies to the relationship between students and faculty or athletic coaches.

## **4.5 Violence-Free Workplace**

As part of its commitment to workplace safety, the University is committed to providing a workplace that is free of threats of acts of violence, and to protecting its employees from such conduct on its premises. Employees as well as non-employees (guests, vendors, visitors) are prohibited from engaging in behavior that is violent, threatening, or intimidating while on duty or on university business. Prohibited behavior includes, but is not limited to fighting, attempted bodily injury, or threatening/abusive language, and actual or threatening physical violence. Guns are not allowed on campus.

An exception to this policy is granted to Campus Safety Officers who have been approved by the University President and specifically commissioned by law to be armed in connection with their employment, and authorized law enforcement officers or military personnel while on campus in performance of their official duties. (See Section 8.0-Safety, Use of Force policy).

An exception to this policy is granted for use of starting pistols at athletic events, use of replicas in connection with authorized military drill by ROTC, theatrical performances sponsored by the University, fencing or martial arts classes, University event where a color guard is presented, and University events with licensed fireworks displays.

## **4.6 Solicitation/Distribution**

Persons not employed by the university may not solicit or distribute literature in the workplace at any time or any place without specific authorization of the university. University employees should refrain from solicitation of any kind during work hours (not including lunch periods, breaks, or before or after work). All signs or literature must be approved by the Student Development office and stamped for approval (or carry the KWU logo) prior to installation on bulletin boards. No materials are to be hung on university external doors.

## 4.7 Employment of Relatives

Kansas Wesleyan University permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of the university, create actual or perceived conflicts of interest. This policy applies to all categories of employment at Kansas Wesleyan University, including regular, temporary, and part-time classifications. The university strongly discourages spouses, domestic partners and immediate family members from working in positions where they directly report to their spouses and family members.

Employees in a direct or indirect supervisory relationship who begin dating or amorous relationships with one another, who enter a domestic partnership, or who become married or related to one another during their employment, may request a transfer to comply with this policy. While the university will attempt to accommodate such requests, it reserves the sole right to deny such requests based on its business needs.

For purposes of the policy, "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation.

## 4.8 Personnel File

The university maintains personnel files on each employee. These files contain documentation regarding all aspects of the employee's tenure with the university, such as performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of commendation. To ensure personnel files are up to date at all times, employees are to make the changes through their Paylocity portal (changes in name [must have legal documentation], telephone number, home address, marital status, emergency contact information), or they may contact the Business Office for assistance.

## 4.9 Performance Evaluation

Performance evaluations for staff (non-faculty) employees of Kansas Wesleyan University will be conducted each year generally during the period from May 1 through June 15. The purpose of the evaluations is to facilitate a closer understanding between supervisor and employee of what the job entails and to assess an employee's performance based upon job definition. Documenting the discussion provides a means for recording the important elements of the discussion between employee and supervisor. The discussion should contribute directly to the determination of the annual review salary recommendations. While the university provides this formal occasion to review and discuss job performance, supervisors and employees are encouraged to meet and discuss questions of job performance throughout the year.

The evaluation form for staff employees is available on the KWU intranet. The original copies of the form are retained in each supervisor's files for three years, with the employee being provided with a copy of their evaluation forms. Evaluation of faculty performance follows the procedures outlined in the *Faculty Handbook*.

## 4.10 Drug-Free Schools and Communities Act

Kansas Wesleyan University strongly supports the provisions of The Drug-Free Schools and Communities Act Amendments of 1989 (Public Law 101-226). The following information shall be provided annually to all employees of the university under the "Drug-Free Schools and Campuses" portion of the above state law.

**Statement of Policy.** The use of drugs, including alcohol, on the campus of Kansas Wesleyan University is considered detrimental to the educational environment. For this reason, Kansas Wesleyan University wishes to maintain a drug-free campus. Illegal drugs, as referred to in this policy, include drugs that are not legally obtainable, as well as drugs that are legally obtainable but used for illegal or unauthorized purposes. The unlawful manufacture, possession, use, dispensation, sale, purchase, transfer or distribution of illegal drugs and alcohol by employees on the property of Kansas Wesleyan University or as a part of any of the activities of the university is strictly prohibited. Violators will be subject to disciplinary action. Empty alcohol beverage containers are not permitted, even as decorative items.



**University Sanctions.** The University expects its employees to obey the laws established and enforced by local, state, and federal agencies concerning the possession, use or distribution of illegal drugs. Employees of the university who violate the terms of this policy, any city ordinances, state criminal laws, or federal laws relating to alcohol or drug use, or who do not cooperate with the University in its attempts to maintain a drug-free environment, will face appropriate disciplinary action up to and including termination. In the case of applicants, the offer of employment can be withdrawn, and the applicant may not reapply.

University action may also take such forms as education, counseling or referral to rehabilitation programs, referral to outside agencies, or suspension. Successful completion of counseling or rehabilitation may be a condition of re-employment.

**Opportunity for Rehabilitation.** Following a violation of the Drug-Free Workplace Policy, depending on the nature and severity of the violation, a covered individual may be offered an opportunity to participate in rehabilitation. In such cases, the covered individual must sign and abide by the terms set forth by university as a condition of remaining on campus. If it is found that an employee should enter and complete a drug education or rehabilitation program, the costs of such a program will be the responsibility of the employee.

Federal penalties for drug trafficking are listed on the U.S. Drug Enforcement Administration website: <http://www.justice.gov/dea/agency/penalties.htm>.

**NOTE: Employees are required to notify Kansas Wesleyan University in writing of any conviction for a violation of a criminal drug statute (including Driving Under the Influence of Alcohol or Drugs) no later than five (5) calendar days after such conviction.**

**Medical Marijuana.** Although laws in some states may permit the use of medical marijuana, i.e., use by persons possessing lawfully issued medical marijuana cards, federal laws prohibit marijuana use, possession, and/or cultivation at educational institutions and on the premises of other recipients of federal funds. Kansas laws do not recognize the use of medical marijuana. The use, possession, or cultivation of marijuana for medical purposes is therefore not allowed on any university property; nor is it allowed at any university-sponsored event or activity off campus.

**Workplace Searches.** In order to safeguard the property of Kansas Wesleyan University, its employees, and its students, and to help prevent the possession, use, and sale of illegal drugs on university premises (in keeping with the spirit and intent of this drug-free workplace policy) the University reserves the right to question employees and all other persons entering and leaving its premises. The University further reserves the right to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to and from University property. In addition, the University reserves the right to search any employee's office, desk, files, locker, or any other area or article on University owned premises. In this connection, it should be noted that all offices, desks, files, lockers, computers, etc., are the property of the university, and are issued for the use of employees only during their employment. Inspections may be conducted at any time at the discretion of the university. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy will be asked to leave the premises. Employees working on, entering, or leaving the premises that refuse to cooperate in an inspection, as well as employees who after an inspection are believed to be in possession of stolen property or illegal drugs, will be sent immediately to the University Human Resources Office. These individuals will be subject to disciplinary action up to and including discharge if, upon investigation, they are found to be in violation of the University's security procedures or any other University rules and regulations.

**Compliance with Disability Laws.** The University recognizes chemical dependency as a treatable illness and may provide a reasonable accommodation for eligible covered individuals who require leave for rehabilitation. The University reserves the right to require that employees comply with its Code of Conduct, regardless of the employee's chemical dependency status. Nothing in this policy prohibits an employee from being disciplined or discharged for other violations and/or performance problems.

Employees who are diagnosed as chemically dependent will be treated in the same manner as employees with other types of illnesses with the coverage being limited by the insurance coverage provided by the group health insurance plan. On the basis of proper medical certification of chemical dependency, they will

qualify for the same employee benefits and group insurance coverage which is provided for other medically certified illnesses covered in employee benefit plans, except as may be limited by the specific benefit plans concerned. While treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan, the ultimate financial responsibility for recommended treatment belongs to the employee. The University's employee group medical insurance coverage for in-patient and out-patient treatment is detailed in the employee's and the University master policy. The University cannot accommodate requests for accommodations pertaining to the use, prescription marijuana or other prescribed drugs that are unlawful under federal law.

**Statement on Confidentiality.** All information received by the university through the drug-free workplace program is confidential. Access to this information is limited to those who have a legitimate business need to know in order to comply with relevant laws and management policies. The confidential nature of medical records of employees with chemical dependency will be preserved in the same way as for other medical records.

Also pursuant to Higher Education Opportunity Act (HEOA) requirements, the university conducts a biennial review of its Drug and Alcohol Abuse Prevention Program in order to:

- a) Determine program effectiveness and implement changes if needed.
- b) Ensure consistent enforcement of disciplinary sanctions.
- c) Determine the number of drug- and alcohol-related violations and fatalities occurring on campus or as part of the activities reported to campus officials; and
- d) Determine the number and type of sanctions the University imposes on students or employees as a result of such violations or fatalities.

An electronic copy of the Biennial Review is available on the University's website (<http://www.kwu.edu>), and paper copies are available in the Student Development Office.

**Health Risks.** Health risks associated with the use of illicit drugs and the abuse of alcohol vary. Possible effects and risks include coma, convulsions, respiratory failure, hallucinations, psychosis, fatigue, paranoia, and death. Detailed materials are available through the Student Development Office.

**Counseling, Treatment, and Rehabilitation Programs.** Counseling and referral services are available to university employees through the Student Development Office. All costs for counseling, treatment and rehabilitation programs will be the responsibility of the employee.

**Other area service providers include:**

- *Central Kansas Foundation for Alcohol and Chemical Dependency*  
1805 South Ohio, 785/825-6224
- *Mental Health Center of Central Kansas* 809 Elmhurst, 785/823-6322

This program will be reviewed biennially by a committee appointed by the President & CEO of the university. The purpose of the review will be to determine the effectiveness of the program, to recommend the implementation of changes in the program and to ensure that the sanctions are consistently enforced. The review committee will make its findings and recommendations in a written report that will be presented to the President & CEO of the university.

#### **4.11 Policy Statement on AIDS and Other Communicable Diseases**

All current information indicates that neither students nor employees with AIDS present a health risk to other students and employees in an academic setting. Research indicates that AIDS is mainly spread through sexual intercourse with an infected person or by sharing infected needles. It also may be spread through the transfer of blood or blood products, or it may be contracted at birth from an infected mother. The greatest risk to people today is through sexual contact. There has been no confirmed case of transmission of HIV by any household, school, or other casual contact.

Current medical evidence reveals that AIDS cannot be transmitted through casual physical contact. Living

in the same building or room as an infected person, caring for an AIDS patient, eating food handled by an infected person, being coughed or sneezed upon or even kissed by an infected person does not place an individual at risk of contracting the AIDS virus.

Kansas Wesleyan University will not discriminate in the admissions or employment process and will not restrict regular classroom attendance, access to campus facilities, jobs and activities solely on the basis of someone having AIDS. Decisions about housing for students with HIV infection will be made on a case-by-case basis.

1. **AIDS-infected members of the campus community.** Appropriate university staff members will be informed of the existence or identity of AIDS-infected persons only on a need-to-know basis and specific information will generally be provided only with the written consent of the individual. Each case will be evaluated to deal with special consideration and policies.

The American College Health Association's Task Force on AIDS states that the "primary response" of colleges and universities must be education. All members of the Kansas Wesleyan university community are encouraged to take effective precautions against contracting and/or spreading the AIDS virus.

*For assistance or information please contact the following resources:*

**On-Campus:** VP for Student Development (785) 827-5541 ext. 4325

**Off-Campus:** Saline County Health Department (785) 826-6600

**Kansas AIDS Hotline** (785) 296-6174

**National AIDS Hotline** (877) 526-2437

This policy shall be publicized in all University catalogs and Student Handbooks and shall be made available to all employees.

#### **4.12 Conflict of Interest/Second Jobs**

Working a second job outside of KWU is objectionable if it affects the employee's productivity on the job. If the employee's productivity is adversely affected, the employee will be asked to decide about continuing his/her employment at Kansas Wesleyan University or altering his/her other activities. For full-time employees of the University, the employee's supervisor must be notified of all such activities prior to the employee's acceptance of outside employment.

If an employee is injured while gainfully employed in work outside of that required by his job at Kansas Wesleyan University, the University would not be responsible for any medical care or hospitalization required in connection with the injury.

#### **4.13 Job Assignment**

The responsibilities and opportunities connected with a particular position are carefully explained before an employment commitment is made. The immediate supervisor will outline specific duties. Although assignments will be made to a particular position, each employee will maintain an attitude of flexibility. At different times there are peak workloads that require some change in responsibility. One will be expected to accept other duties as he or she may be assigned when the need arises.

#### **4.14 Personal Conduct**

It is assumed that the employee selection process will result in employees attuned to the objectives of Kansas Wesleyan University and in sympathy with the lifestyle and beliefs of the supporting constituency. Such a body of employees is a living model for students.

Employees should conduct their personal affairs so that there can be no opportunity for unfavorable reflection upon the university, either expressed or implied. The use of common sense, good ethical standards and discretion will guide employees in proper conduct. Employees are at all times expected to

conduct themselves with professionalism, courtesy, and respect in their dealings with each other and with students, parents, and vendors. Failure to maintain reasonable standards is cause for dismissal. In order to maintain a safe and comfortable working environment, Kansas Wesleyan University is a tobacco free campus.

#### **4.15 Cooperation with Investigations**

Investigation – any university-authorized internal examination, inspection, inquiry, analysis, or review to determine facts. An investigation is not a hearing or legal proceeding and may be formal or informal. Investigations may be undertaken by the university, including, but not limited to Title IX Coordinator, Human Resources, the Office of the President, and the Office of the Provost.

##### **Duty to Cooperate**

With the exception of investigations under the Policy on Sexual Assault, Harassment, and Other Forms of Sexual Misconduct (as prohibited by Title IX)\*, all employees must cooperate fully with investigations undertaken by persons charged with conducting the inquiry. Cooperation with investigations includes, but is not limited to:

- Promptly acknowledging and responding to request for information,
- Making oneself available for meetings with investigating officials,
- Providing full, accurate, and truthful information,
- Keeping confidential information learned or transmitted during the investigation, unless directed by legal authorities, and
- Preserving relevant information and documents.

Non-cooperation or obstruction of an investigation is subject to university disciplinary action, to include termination of employment.

##### **Confidentiality and Non-retaliation**

Confidentiality for individuals who are interviewed or otherwise cooperate in an investigation will be maintained to the extent possible and consistent with applicable legal principles. While absolute confidentiality cannot always be guaranteed, all matters will be kept private (i.e., shared only with those with a need to know).

To protect the confidentiality of individuals who participate in investigation and to protect the integrity of the investigative process, individuals normally will not be informed of the outcome of the investigation.

Retaliation based on an individuals' cooperation with an investigation is prohibited, and subject to disciplinary action. All suspected reports of retaliation should be reported immediately to Human Resources, the Provost, or other senior level personnel.

*\*Current guidance from the Department of Education prohibits Kansas Wesleyan University from requiring cooperation from any individual in such matters.*

#### **4.16 Appearance**

A neat personal appearance and avoiding extremes in clothing are desired assets at Kansas Wesleyan University. Care should be taken to dress tastefully as befits the school's function and related constituencies.

Common sense and good taste should be used in the selection of clothing that will compliment a proper business atmosphere. Examples of inappropriate dress include t-shirts, overalls, or clothing considered to be sexually provocative or revealing. Exceptions to the above would depend on the employee's job description, spirit day, or an unusual task that requires more casual clothes. Employees are also expected to keep their work area clean and orderly.

#### **4.17 Confidential Information**

Many employees of the university are in daily contact with and have access to confidential and privileged information about students and other employees. Being in such a position of trust it is imperative that such information never be divulged (unless required under applicable law, court order or as necessary for legitimate business reasons) or otherwise improperly used by employees.

All employees are expected to maintain compliance with *FERPA General Guidance for Students* standards related to students' privacy. Breach of that trust is serious and cause for dismissal.

All employees have a continuing responsibility to protect the university's confidential and proprietary information, during and after their employment with the university. Such confidential information includes, for example, intellectual property, business and marketing plans, financial data, employee information, or any other proprietary information acquired through employment with the university. This information is critical to our institution and should be kept strictly confidential. It is not to be discussed outside the university, except as necessary in the normal course of business and cannot be used except for the benefit of the university.

#### **4.18 Safety and Health**

Kansas Wesleyan University is committed to providing a safe and healthful working environment. In this connection, the university makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

It is Kansas Wesleyan's express intention to identify, understand, and comply with current health, safety, and communication standards associated with the Occupational Health and Safety Act (OHSA), Health Insurance Portability and Accountability Act (HIPPA), and the Family Educational Rights and Privacy Act (FERPA). Violations of these standards should be immediately reported to the attention of the Human Resources office.

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

The responsibilities of all employees of Kansas Wesleyan University in this regard include:

1. Exercising maximum care and good judgment at all times to prevent accidents and injuries;
2. Reporting to supervisors and seeking first aid for all injuries, regardless of how minor (supervisors need to prepare an accident report for workers' compensation purposes for every accident requiring off-campus treatment).
3. Reporting unsafe conditions, equipment, or practices to supervisory personnel.
4. Using safety equipment provided by the university at all times.
5. Observing conscientiously all safety rules and regulations at all times.
6. Notifying their supervisors, before the beginning of the workday that any medication they are taking may cause drowsiness or other side effects that could lead to injury to them and their co-workers. The specific medication need not be disclosed.
7. Employees having the last work of the day in an area should turn off the lights and be sure that windows and doors are locked. When employees gain access to or are present in university facilities after normal building hours, they should be sure that any doors they used, especially exterior doors, are left locked.

## 4.19 Emergency Response

Kansas Wesleyan University has developed a comprehensive Campus Emergency/Disaster Response Plan that outlines response tactics to major disasters which may impact the university. The purpose of the plan is to arm our campus with preparedness, increase our sense of detection, improve our success in continuity, and aid in recovery, while ensuring the protection of students, employees, and the public from the effects of these disasters.

Kansas Wesleyan University, in conjunction with outside emergency personnel is committed to:

- Saving lives
- Minimizing injuries
- Protecting the environment
- Protecting property
- Preserving a functioning administration
- Ensuring continuity of operations according to the Mission Statement
- Recovering from natural, technological, and chemical hazards

Kansas Wesleyan University is in an area potentially affected by the following natural and unnatural disasters:

- Tornadoes
- Earthquake
- Fires/Explosions
- Ice storms/Blizzards
- Public Health Issues
- Terrorism
- Bomb Threat
- Act of Violence/Shooter
- Transportation Accident
- Power Outage
- Hazardous Materials releases
- Civil Disorder

Emergencies or disasters will be defined and responded to, based on one of the following Levels:

**Level I:** An unusual occurrence or non-emergency which warrants no more than administrative notification and can be handled by internal protocols

**Level II:** A situation which disrupts sizable portions of the campus and possibly the surrounding community, requiring assistance from external agencies and resulting in possible suspension of normal activities

**Level III:** A situation involving the campus and the surrounding community which calls for immediate campus evacuation and which requires assistance or control from external agencies.

Kansas Wesleyan University has adopted the National Incident Management System (NIMS) structure, utilizing designated university personnel as Incident Commander (IC).

Remaining cabinet members and designated staff members will act as the General Staff and the Command Staff. Various other department persons will act as Essential Personnel.

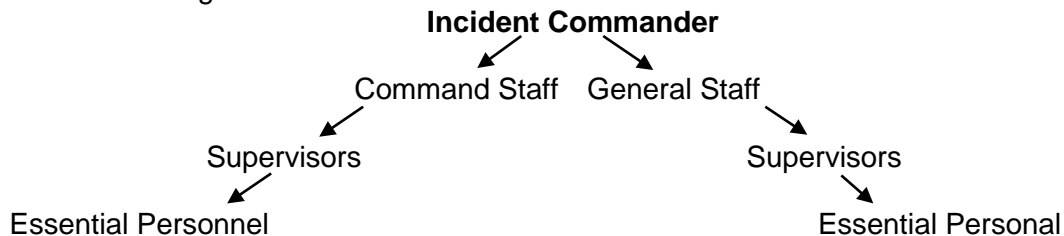
## 4.20 Training

At least annually, the Emergency Management Committee under the direction of the Campus Safety and Security Officer, will conduct a tabletop or full-scale exercise to test the planning and operational components of this Emergency Plan. Exercises will be coordinated with other emergency response agencies as necessary to fulfill requirements of the participating agencies.

## 4.21 Chain of Command

- IC is the Incident Commander.
- Each person reports to one supervisor only.
- No more than seven people report to a supervisor.

Incident Command Diagram



## 4.22 Authority

The actions outlined in the **Campus Emergency/Disaster Response Plan** constitute the existing policy of Kansas Wesleyan University. The President or his/her designee or successor has the authority to alter this plan during the course of an emergency to the extent that it is deemed necessary.

## 4.23 Campus Notification Policy

In the event of an incident, the university president [or designee] shall be responsible for informing the campus community. It shall be the responsibility of each administrative cabinet officer to inform other persons within his/her operating unit(s). Each unit is expected to have a notification procedure in place for the systematic and timely process of notifying campus members.

### **Procedures:**

1. The University President [or a designee] shall consult with administrative cabinet officers as appropriate and determine both the extent of the situation and the anticipated outcome.
2. Each administrative cabinet officer will be responsible for informing all persons assigned to his/her work unit(s).
3. The University President will designate an official university spokesperson, usually the Director of Advancement and Communications, to be in contact with media outlets and the post appropriate notices on the campus website. All inquiries from the media are to be forwarded to the designated spokesperson.
4. The VP of Student Development will be responsible for informing students.

## 4.24 Inclement Weather Policy

Kansas Wesleyan University will remain open except in the most severe weather conditions unless there is a request from the city or state authorities to curtail activities. The provost may cancel classes, suspend campus activities, or close the campus entirely because of extreme weather conditions. It is not intended that students, faculty or staff should be put in dangerous situations. Should any individuals determine that it is unsafe to travel to attend to their responsibilities, they should be excused from these activities with no penalty.

### **Procedures:**

1. Students, faculty, and staff will be notified according to the Campus Notification Policy and through local media outlets of the status of classes and activities.

2. If the university is open, all faculty, administrators and staff are expected to make every reasonable effort to maintain regular work schedules. They should use good judgment when snow or ice makes driving hazardous.
3. If the university remains open and a faculty member is unable to meet an assigned class, the faculty member is to inform the provost and the appropriate department chair requesting a notice to be posted indicating that the class will not be meeting according to its scheduled time and location.
4. If the university is closed, essential services will continue to operate.
5. The library will remain open as a service to students and faculty if weather conditions permit.
6. Students are responsible for academic work they miss due to absences caused by inclement weather. Students must take the initiative to make up missed class work. Faculty should provide a reasonable opportunity for students to complete assignments or missed examinations due to such absences.

#### **4.25 Tobacco Free Campus Policy**

A law banning smoking in public places statewide, the [Kansas Clean Indoor Air Act](#), was signed by the Governor of Kansas March 12, 2010. In light of this legislation, the President's Cabinet approved the Tobacco Free Campus Policy in 2010. It is in our best interest to have a healthy working environment and to protect our students, faculty, staff, and campus visitors. For this reason, the policy is updated to include vaping. E-cigarettes pose health risks and contain detectable levels of carcinogens and toxic chemicals. These chemicals are also present in secondhand emissions. E-cigarettes are not a safe alternative to smoking, and there is no scientific evidence that they help smokers quit.

##### **Definition**

- **Tobacco Free** covers all types of smoking products and smokeless tobacco (chewing tobacco) products.
- **Vaping** refers to the use of electronic nicotine delivery systems or electronic smoking devices.

##### **Restrictions on Smoke and Tobacco Use**

All areas of the university premises and grounds are now smoke and tobacco free, without exception.

**The Smoke and Tobacco Free Policy** prohibits the use of all types of smoking products and smokeless tobacco (chewing tobacco) products, and electronic nicotine delivery systems (also known as e-cigarettes, e-cigars, e-hookahs, and e-pipes) anywhere on university owned property. No vaping is permitted within the facilities of Kansas Wesleyan University at any time. This includes, but is not limited to, common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, cafeterias, stairwells, restrooms, employer-owned or leased vehicles, and all other enclosed facilities.

##### **Campus Visitors**

Staff, visitors, and clients will be informed of the KWU e-cigarette-free policy through signs posted throughout properties owned and operated by KWU. All visitors, contractors and deliveries are required to abide by this policy. Any client or visitor observed using e-cigarettes on owned or leased premises will be asked to discontinue in a tactful manner.

##### **Vehicles**

The smoke and tobacco free ban also applies to any university-owned or leased vehicles, and any vehicles being used on university business.

##### **Compliance**

Compliance with the smoke and tobacco free policy is mandatory for all employees, students and visitors to campus.

KWU will assist students and employees who want to quit smoking or vaping by providing resource information to access smoking cessation programs and materials.



Any student or employee violations of this policy will be handled through the standard disciplinary procedure according to the respective university guidelines.

- First offense – written reprimand
- Second offense – a fine of \$25
- Third offense - fine of \$50

After a third offense, any subsequent violations of this policy may result in more serious disciplinary action, up to and including termination.

#### **4.26 Purchasing Policy**

No employee of Kansas Wesleyan University is to use a Kansas Wesleyan University credit card for a strictly personal purchase and no Kansas Wesleyan University employee may charge strictly personal purchases against the university. Kansas Wesleyan University has a de-centralized purchasing system and depends upon employees to purchase items that are related to their work and/or the university. Receipts for KWU purchases must be signed and coded per department and uploaded into the credit card portal in a timely fashion or uploaded by the 6th of each month.

If a personal purchase is inadvertently made using the KWU credit card, reimbursement of said charge is expected immediately.

#### **4.27 KWU Computer/Technology Request Procedure**

**Regular budget items** (printers, office computers, software, etc.):

- All regular budget technology items are requested through each department's budget for the upcoming fiscal/school year. These requests must be approved by the I.S. Department to insure compatibility.
- The purchase of any and all items approved through the budgetary process must be made through, or in consultation with, the I.S. Department. This allows the maximization of cost savings and ensures compatibility and quality.
- Items being replaced will be re-assigned/re-used by the I.S. Dept. If the department receiving the new equipment desires to keep the old equipment in another role, they may do so only with the approval of the Director of Information Systems.
- Items not approved, or purchased, by the I.S. Department will not be supported by the I.S. Department and will be the offending department's responsibility to maintain and support.

**Large budget items:** (adding a lab, an expensive software system, etc.): All large budget technology items are requested through the Chief Financial Officer and the IDC during the annual budgeting process.

**Out of budget items:** All out-of-budget technology resources must be approved by the I.S. Department, the department head, and the department/position responsible for the budget it will be charged against. Additionally, they are subject to approval/veto by the Chief Financial Officer.

**Purchase of new equipment:** All new hardware/software purchases must be made through, or in consultation with, the I.S. Department. This allows the maximization of cost savings and ensures compatibility and quality.

**Data Transfer:** When installing a new computer system, The I.S. Department will perform an initial clean setup of all standard software (browsers, email, Microsoft Office, Jenzabar CX, etc.) The I.S. Department will transfer all documents located in the "my documents" folder, email, and browser bookmarks. Other programs and data are the end user's responsibility.

#### 4.28 KWU Computer Repair Request Procedure

- In all repair cases, the first step is to contact the I.S. Department. Either by email to it@kwu.edu (preferred) or via phone (ext. 4444).
- The I.S. Department will evaluate and determine if it is more time/cost efficient to replace or repair the defective equipment.
- If it needs to be replaced, or parts need to be ordered, the I.S. Department will contact the Chief Financial Officer for approval.

For campus computer labs:

- Notify the I.S. Department with specific details, such as: 1st computer in the 3rd row as you face the front of the lab boots up with error xyz and then locks up, etc...
- The I.S. Department will either make a quick repair or replace the offending unit with the spare for that lab as soon as possible (usually between classes).
- In the case where the spare is already in use, the I.S. Department will attempt to find a suitable loaner for the room. If that is not possible, then the I.S. Department will notify all faculty and the provost via email that the classroom lab capacity has been reduced by one (1) and expedite repair with the approval of the expenditure by the Chief Financial Officer.

For Faculty/Staff offices:

- Notify the I.S. Department with specific details such as: the computer boots up, made a loud popping noise, is producing an acrid odor and will now not power on, etc.
- The I.S. Department will evaluate the problem and if not quickly repairable, configure the Faculty/Staff loaner PC (if not already in use).
- In the case that the loaner is not available, the I.S. Department will do their best to find another acceptable loaner to use. KWU will not provide devices to replace BYOD devices.
- If none are available, then with the approval of the Chief Financial Officer, a new unit will be ordered with expedited shipping, charged to the departmental budget.
- If the issue requires data recovery, the I.S. Department will recover as much as possible. If further recovery is desired, then a 3<sup>rd</sup> party recovery service can be contacted with the expense charged to the departmental budget (with the approval of the Department's President's Council member and the Chief Financial Officer).
- **End users are responsible for backing up any data stored locally on their computers to their KWU OneDrive account.**

For classroom mounted systems:

- Notify the I.S. Department with specific details, such as: the computer boots up with error xyz and then locks up, or the projector won't turn on, etc.
- The I.S. Department will attempt to make a quick repair between classes or install a temporary replacement unit. If it is not quickly repairable, the I.S. Department will notify all faculty and staff via email that the projection computer is down in that room and a cart-based unit will have to be used until repairs are completed.

For student-owned computers and devices:

- The I.S. Department will help students install their legally owned anti-virus software and connect to the KWU Student Wireless Network, but that is all they can do due to limited staffing and potential liability issues.
- The I.S. Department will help employees' setup and configure their device's email client to connect to KWU's Office365 Installation.
- The I.S. Department can recommend repair centers around the area for all other issues.
- For employee-owned computers and devices (a/k/a BYOD):
- The I.S. Department will help staff and faculty connect their personal devices to the KWU Guest Network. Personal devices are not allowed on the KWU Wireless network.

- The I.S. Department will help employees' setup and configure their device's email client to connect to KWU's Office365 Installation. As a result, KWU data will probably reside on this device.
- Personal devices are not allowed on the wired network without permission from the I.S. Department which is contingent on an examination of the device to ensure it has adequate protective software, lack of malware/viruses, and is properly configured.
- The I.S. Department will not work on or repair employee personal devices. They can recommend repair centers around the area for all other issues.

## 4.29 Miscellaneous Items

### Authorized Use:

- Kansas Wesleyan University is a private institution.
- The Kansas Wesleyan University computer resources are not open to the general public.
- All users must either be able to produce a Kansas Wesleyan ID or provide contact with the faculty or staff member sponsoring them should they be asked. Anyone using a KWU computer without proper authorization will be asked to leave campus, and if necessary, escorted out by security or the police.

### Acceptable Use:

- KWU does not allow the university network to be used for the illegal copying and /or disbursement of any copyrighted materials (specifically software, music, or video).
- Any individual publishing, or making available for download, copyrighted material will be 100% liable for all repercussions, including possible criminal charges and restitution. KWU does not allow the university computer resources to be used for inappropriate or harmful activities.
- Violations include, but are not limited to, e-mail or Internet communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others, denial of service attacks, pornography, the display or transmission of sexually explicit images, messages, or cartoons, or copyright infringements, IP spoofing; creating and propagating viruses, email phishing, port scanning, soliciting or proselytizing others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations, etc. Individuals responsible for harassing communications will be sanctioned under the KWU policies prohibiting same.
- Anyone using Kansas Wesleyan University computer resources in an unacceptable manner will be asked to leave the campus, and if necessary, escorted out by security or the police.
- **The computer and other electronic communications and information systems that employees use in the course of their jobs, including voice mail, electronic mail and access to the Internet, are the property of the university and should be used for business purposes only.** Employees should understand that their use of these systems is not private. Although employees may have passwords that restrict access to their voice mail and computers, the university may access any files, voice mail, or e-mail messages stored on (and even deleted from) the computer system or voice mail system. The university reserves the right to access such information and to monitor on-line activities for business purposes. Failure to adhere to these rules may result in discipline, up to and including termination.

### Software Installation:

- The I.S. Department requires two-week's notice for installation of software in any computer lab, plus an additional week for each additional lab.
- Only software that KWU owns legal licenses for, and is class related, will be installed in the computer labs. Personally owned software may not be installed on KWU-owned computers or devices without approval of the IS Director.
- Faculty and staff may install legal software on their office computers or classroom projector computers providing: (1) they can produce the legal license and media, and (2) The I.S. Department approves the software.
- Any non-approved or illegal software will be removed when discovered by the I.S. Department.

- KWU maintains a "work at home" licensing scheme with Microsoft which allows employees to request the I.S. Department to install a copy of Microsoft Office on one (1) personally owned device that is used for work purposes. Employees agree to uninstall this software upon terminating association with KWU.

#### **Lab Computer Protection:**

- All general use lab computers will have a locking-software (determined by the I.S. Department) installed. This is to prevent unauthorized software installation, hardware configuration, and casual vandalism.
- When using a lab computer, it should first be rebooted to reset itself to its initial configuration and delete any settings or changes previous users have made. For the safety and protection of the lab computers, no food or drink is allowed in ANY computer lab.

#### **Passwords:**

- All passwords on the campus network must conform to the university protocols.
- Faculty, staff, and students may change their own passwords. Users also should NOT save any passwords in browsers as it creates a security vulnerability, particularly if done on a projector PC in a classroom where anyone has access to it.

### **4.30 Social Media**

The Internet has become an accessible and powerful means of public communication, including through social media. Social media as used in this policy includes e-mail, chat rooms, websites, blogs, and wikis (whether maintained by the employee or by a third party), and social networking sites like Facebook, Twitter, LinkedIn, and others. The university respects the right of employees to use these vehicles of self-expression and communication.

Employees' use of social media be confined to non-work time and to employees' own electronic equipment. We do not permit employees to use social media during work time or on university equipment, except for those specifically approved to maintain a social media presence for the purpose of recruitment, retention, or marketing, or for instructors that use it in the classroom for instructional purposes.

Employees should observe the following guidelines to ensure that their public activities on social media do not conflict with their responsibilities toward the university and its students, including confidentiality.

First and foremost, be thoughtful and exercise good judgment in how you present yourself online. If you identify yourself as a university employee or your affiliation with the university is well known, what you say will have an impact on the university, our employees, and constituencies. Be aware that posting inappropriate information or content on social media potentially brings disrepute either to the university or to you in your capacity as a university employee. Because social media typically is public space, we request that you be respectful to the university, our employees, our students, our partners and affiliates, and others (including our competitors) as the university itself endeavors to be.

Our strong preference is that you do not discuss the university or university-related matters in any social media unless that is part of your work assignment. However, if you choose to do so note the following:

- If you choose to identify yourself as a university employee in social media, you are requested and required to also make clear to your readers that the views you express do not necessarily reflect the views of the university, by posting a disclaimer in a prominent place (e.g., "The views expressed are mine alone and do not necessarily reflect the views of my employer.")
- Statements made on social media may expose you to liability and violate the university's harassment policy.
- Protect the university's confidential, proprietary and trade information, and that of its students, partners, and vendors under university policy. If you are unsure whether it is appropriate to post certain information, please check with your supervisor.

- Be aware of and follow copyright and fair use laws. For your protection as well as the University's, you must comply with all laws governing copyright and fair use of copyrighted material owned by others. This means, for example, that you may not publish copyrighted material without the permission of the copyright owner, whether that is the university or a third party.

This policy is not intended to infringe in any way on university employees' legal rights to discuss the terms and conditions of their employment with other university employees for their mutual aid and benefit. Instead, it seeks to balance the university's legal duties and legitimate business objectives with employees' protected rights in this regard.

To summarize, when you use social media, use good judgment. Be aware that there may be consequences to what you post or publish online. These consequences may include discipline up to and including dismissal if the conduct violates university policy or if the university determines that your posting or publication is not legally protected and harms (or has the potential to harm) the university's legitimate business interests and obligations toward its employees and affiliates.

### **4.31 Campus E-mail**

Email and network user accounts are removed and deactivated when a student is no longer a student, or an employee is no longer an employee. These accounts will be deactivated the day of or day following separation. When an employee or student is terminated under adverse circumstances, I.S. is to be notified immediately. User accounts to be removed include email, network, and access to any Jenzabar accounts.

User accounts will be reviewed periodically to see if access is still needed. If an account is stagnant for 60 days, it will be deactivated.

Faculty E-mail:

- The Human Resources Department contacts the I.S. Department with the pertinent information about the new faculty (or adjunct).
- The I.S. Department then adds the faculty member's data to the university E-mail System and randomly generates a secure password that is then emailed to their supervisor and the Provost's Office.
- The Provost's Office contacts the Marketing and Communications department to update the university's online directory with the new faculty member's information.
- If a department contacts the I.S. Department prior to the I.S. Department receiving the official work release from Human Resources, they will be required to wait until such time as the official paper work has been received.
- The Human Resources Department contacts the I.S. Department with the pertinent information about the new staff member to be added to the university email system.
- The I.S. Department then adds the staff member's data to the university Email System and randomly generates a secure password that is then emailed to their supervisor.
- The staff member's supervisor contact's the Marketing and Communications Department to update the university's online directory with the new staff person's information. If a department contacts the I.S. Department prior to the I.S. Department receiving the official work release from Human Resources, they will be required to wait until such time as the official paper work has been received.

Staff Email:

- The Human Resources Department contacts the I.S. Department with the pertinent information about the new staff member to be added to the university email system.
- The I.S. Department then adds the staff member's data to the university Email System and randomly generates a secure password that is then emailed to their supervisor.
- The staff member's supervisor contact's the Marketing and Communications Department to update the university's online directory with the new staff person's information.

- If a department contacts the I.S. Department prior to the I.S. Department receiving the official work release from Human Resources, they will be required to wait until such time as the official paperwork has been received.

## Compliance

Compliance with the *Computer Use Policy* is mandatory for all employees. Any violations of this policy will be handled through the standard disciplinary procedure according to the respective university guidelines.

### 4.32 Campus Mailbox

- A campus mailbox is assigned to each employee or the respective office/department.
- A key for the mailbox must be checked out at the campus post office by the employee or supervisor as appropriate.
- Replacement of a lost key will include a charge determined by the Business Office

### 4.33 Complaint Resolution Procedure

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, such matters should be resolved before serious problems develop. Most incidents can be resolved by direct discussion between parties; however, should a situation persist that an employee believes is detrimental to him/her or to Kansas Wesleyan University, he/she should follow the procedure described in this section for bringing a complaint to management's attention.

Discussion of the problem with the employee's supervisor is encouraged as a first step. In an effort to resolve the problem, the supervisor will consider the facts, conduct an investigation, and may also review the matter with the Chief Financial Officer or the Provost. Employees will normally receive a response regarding their problems within five working days. When employees don't believe a discussion with their supervisor is appropriate, they may contact any cabinet-level employee or the President & CEO of the University.

If an employee is not satisfied with a decision and wishes to pursue the problem or complaint further, he/she may prepare a written summary of his/her concerns and request that the matter be reviewed by a problem-solving committee. This committee will be comprised of two employees selected by the President and one employee selected by the employee with the complaint. All members of the committee shall be of a level equal to or greater than that of the employee with the complaint. In the event the complaint is directed at the President, the Executive Vice President shall fulfill the President's duties in the complaint procedure. In the case of a complaint against the President, the Executive Vice President/Provost shall determine whether the complaint should be brought to the Board of Trustees Chairperson.

The committee, after a full examination of the facts (which may include a review of the written summary of the employee's statement, discussions with all individuals concerned, and a further investigation if necessary), will normally advise the complainant of its decision within fifteen working days, unless unusual or complex circumstances exist. Reports of all proceedings and recommendations by the committee shall be made to the President or, in the case of a complaint directed at the President, to the Executive Vice President/Provost, who will determine final action. Kansas Wesleyan University does not tolerate any form of retaliation against employees availing themselves of this procedure in good faith. The procedure should not be construed, however, as preventing, limiting, or delaying Kansas Wesleyan University from taking disciplinary any action (up to and including termination) against an individual with a complaint when where the University deems disciplinary action appropriate (like when there are problems with overall performance, conduct, attitude, or demeanor). This complaint resolution process *does not apply* to complaints under the sexual harassment policy.

#### 4.34 Termination of Employment

Employees desiring to terminate their employment relationship with Kansas Wesleyan University are urged to notify the university as soon as possible and provide a minimum advance notice, prior to their intended termination date, of two weeks for staff, and one month for administration (as defined in Section 5). Such notice needs to be given in writing and addressed to the President & CEO. Proper notice generally allows Kansas Wesleyan University sufficient time to calculate any accrued vacation and any other funds to which the employee may be entitled and so these funds can be included in the employee's final paycheck. Without proper notice, however, the employee may have to wait until the next normal pay period to receive such payments. Failure by employee to provide the proper minimum notice of intent to terminate will result in a forfeiture of payment for unused vacation time and may delay the issuance of final payments to the employee.

Employees who plan to retire are urged to provide Kansas Wesleyan University with a minimum of two months' notice. This allows sufficient time to make all necessary arrangements and adjustments for the employee and the employer.

This Handbook is not a contract, express or implied, guaranteeing employment for any specific duration. Although Kansas Wesleyan University hopes that the employment relationship will be long-term, the employee or the University may terminate the relationship at any time with or without cause or notice. **No supervisor, manager, or representative of Kansas Wesleyan University, other than the President & CEO, has the authority to enter into any agreement with an employee for employment for any specified period or to make any promises or commitments contrary to the forgoing.**

Further, any employment agreement entered by the President & CEO shall not be enforceable unless it is in writing. **All notices of termination will be in writing from the President & CEO.**

#### 4.35 Whistleblower

Kansas Wesleyan University ("KWU") requires its trustees, officers, faculty, staff, student workers, interns, vendors and volunteers, to observe high standards of business and personal ethics in the performance of their duties on the university's behalf.

The university is committed to protecting individuals from interference when making a "Protected Disclosure" (see definition below) and from retaliation for having made a Protected Disclosure or for having refused to follow an illegal instruction.

The principal objective of this Whistleblower Reporting Policy is to encourage and enable university representatives, without the fear of retaliation, to raise concerns regarding suspected unethical and/or illegal conduct or practices on a confidential basis, so that the university can address and investigate potential inappropriate conduct and actions.

This policy is not intended to be the method for reporting violations of the university's applicable human resources policies, problems with colleagues, co-workers, or supervisors, or for reporting issues related to alleged employment discrimination or sexual or any other form of unlawful harassment, all of which should be handled in accordance with the university's employment or Title IX policies, as those policies are designed to address individual grievances and personal complaints.

The university will exercise its authority to take whatever action may be needed to prevent and correct activities that are found to constitute wrongful conduct.

#### Definitions

- A. Wrongful Conduct Concern ("Concern"). A violation of university policies; a violation of applicable local, Kansas, and Federal laws; or the use of university property, resources, or authority for personal gain or other non-university-related purposes.

- B. Protected Disclosure. Communication about actual or suspected wrongful conduct engaged in by a university faculty member, staff member, student worker, volunteer, or contractor (who is not also the disclosing individual) based on a good faith and reasonable belief that the conduct has both occurred and is wrongful under university policies and/or applicable laws. Individuals who are aware of or have reason to suspect wrongful conduct should report the conduct promptly.

## Procedures

This policy is intended to protect individuals who engage in good faith disclosures of alleged wrongful conduct to a designated university official or public body.

This policy:

- Encourages individuals to disclose wrongful conduct to the appropriate university official, so that prompt investigative action can be taken
- Encourages individuals to review how wrongful conduct can be disclosed
- Protects individuals from retaliation or adverse action for disclosing wrongful actions (note that self-disclosure is not afforded this protection)
- Reporting Concerns - Concerns should be reported either verbally or in writing as soon as practicable to any one of the following: the president, provost, or senior administrators to whom the disclosing individual reports
- Reports can be made via email [concerns@kwu.edu](mailto:concerns@kwu.edu) or by calling the university's Reporting Hotline: (785) 833-5000
- Handling Reporting Concerns. The president, provost, and senior administrators receiving reports shall report them immediately to the Chief Financial Officer, which has the responsibility for investigating concerns and issuing reports to the Board of Trustees and the president.
- Investigations. The Business Office will attempt to notify the disclosing individual (when identity is known) to acknowledge receipt of the reported concern. All reports will be promptly investigated, and appropriate corrective action will be taken when warranted by the investigation. The Business Office shall determine the scope, manner, and parameters of any investigation and report to the Board of Trustees and appropriate university officers
- Reporting Responsibility. It is the responsibility of all university representatives to report, in good faith, concerns they may have regarding actual or suspected activities which may be illegal or in violation of the university's policies with respect to, without limitation: fraud, theft, embezzlement, accounting, or auditing irregularities, bribery, kickbacks, and misuse of the university's assets, as well as any violations or suspected violations of business and personal ethical standards.
- No Retaliation. No university representative who in good faith reports a concern shall suffer intimidation, harassment, retaliation, discrimination, or adverse employment consequences because of such report. Any employee of the university who retaliates against someone who has reported a concern in good faith is subject to discipline up to and including termination of employment.
- Acting in Good Faith. Anyone reporting a concern must act in good faith and have reasonable grounds for believing that the information disclosed may indicate a violation of a law, university policy and/or ethical standards. Any allegations that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.
- Confidentiality. The university takes seriously its responsibility to enforce this policy, and therefore encourages any person reporting a concern to self-identify so as to facilitate any resulting investigation. Notwithstanding the foregoing, in reporting a Concern, university representatives can request that their report be treated in a confidential manner (including that the university takes reasonable steps to ensure that the identity of the reporting person remains anonymous).
- Concerns will be kept confidential to the extent possible, consistent with the need to conduct a thorough and complete investigation.
- Records. The university will retain on a strictly confidential basis for a period of seven (7) years (or otherwise as required under the university's Record Retention and Disposal Policies in effect from time to time) all records relating to any reported concern and to the investigation and resolution thereof. All such records are confidential to the university, and such records will be considered privileged and confidential, subject only to a lawful subpoena or other recognized government authorities.



## 4.36 Workplace Privacy and Right to Inspect

Kansas Wesleyan University property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the school and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on School premises including that kept in lockers and desks.

## 5.0 Wage and Hour Policies

### Classification of Employment

Each employee is categorized as full-time, part-time or three quarter-time, *and* as exempt or non-exempt. In addition, certain employees are designated as temporary employees. Employment remains "at-will" across all classifications.

### Full-Time or Part-Time

FULL-TIME employees are regularly scheduled to work 40 hours or more per week. PART-TIME employees are regularly scheduled to work fewer than 30 hours per week. THREE QUARTER-TIME employees are regularly scheduled to work at least between 30 and 39 hours per week.

For purposes of salary administration, calculating overtime payments and determining eligibility for employee benefits, Kansas Wesleyan University classifies its non-faculty employees in one of the following three categories:

- **Administrative Employees** – Includes all upper and middle-level management employees and all those who work in professional positions. Such employees are "exempt" as defined below and may be full or part-time.
- **Staff Employees** – Includes all employees of Kansas Wesleyan University other than administration and faculty. Such employees may be "exempt" or "non-exempt" as defined below and may be full or part-time.
- **Temporary Employees** – The university may from time to time hire temporary employees for short, indefinite periods, usually four months or less. Temporary employees may be engaged to work full-time or part-time. Temporary employees are not eligible for the benefits described in this handbook, except those that are legally required. Such employees may be exempt or non-exempt as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the university. While not eligible for any university benefits, they are expected to comply with all university policies.)

### Definitions

- **Non-Exempt Employees** – Employees who are required to be paid overtime at the rate of time and one-half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty (40) hours in a work week, in accordance with applicable federal wage and hour laws.
- **Exempt Employees** – Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty (40) hours in a work week. Administrators, professional employees//, and outside sales representatives are typically exempt.

Employees will be informed of their initial employment classification and of their status as an exempt or non-exempt employee in the initial job appointment letter. If employees change positions during their employment as a result of a promotion, transfer, or otherwise, they will be informed in writing by the President of any change in their exemption status.

Please direct any questions regarding employment classification or exemption status to the Human Resource's office.

## **Work Hours**

The regular work week for all full-time employees is forty (40) hours, divided into five (5) days, generally Monday through Friday (official work week is Saturday to Friday), with regularly scheduled to work eight (8) hours per day.

Normal office hours are 8:00 a.m. to 5:00 p.m., with a one-hour unpaid meal period for non-exempt employees normally taken between 11:00 a.m. and 2:00 p.m. The time of the meal period will be designated by the employee's supervisor. Working hours and schedules for part-time employees will be arranged by their supervisors.

Daily and weekly work schedules may be changed from time to time at the discretion of Kansas Wesleyan University to meet the varying conditions of its business. Changes in work schedules will be announced as far in advance as practicable.

Employees will be expected to notify their immediate supervisors if it should be necessary for them to be absent or late to work. Such notification should be made in advance, if possible, so that arrangements may be made to cover the position. Employees will also be expected to keep in touch with their supervisor, preferably daily, and to notify him/her of the expected date of return. Unnecessary absenteeism and tardiness are expensive, disruptive, and place an unfair burden on other employees and on the supervisors. Unsatisfactory attendance and tardiness will result in disciplinary action, including written warnings, suspension, or dismissal. It will also have an adverse effect on any performance reviews and any promotion considerations. Absences during an approved leave or for other legally protected purposes are not considered for disciplinary purposes.

Employees will be deemed to have abandoned their jobs and voluntarily resigned if for three consecutive days the employee fails to report to work and fails to notify his/her supervisor of the absence.

## **Recording Work Hours**

It is the policy of Kansas Wesleyan University to comply with applicable laws that require records to be maintained on the hours worked by non-exempt staff and temporary employees. To ensure that accurate records are kept of the hours actually worked (including overtime hours if applicable), and of the accrued leave time taken, such as Personal Time Off (PTO), holiday, or unpaid time off taken, and to ensure that employees are paid in a timely manner, employees will be required to record time worked and absences on the Kansas Wesleyan University Paylocity Payroll portal. This entry should be completed daily and will be approved by the employee's supervisor during the end of the pay period approval process.

Please ensure that actual hours worked and leave time taken are recorded accurately. Falsification of a time record is a breach of university policy and is grounds for disciplinary action, up to and including termination.

## **Regular Pay Procedures**

All Kansas Wesleyan University employees are paid by automatic payroll deposit or by paper check, on a bi-weekly basis (Friday). If a scheduled payday falls on a university-observed holiday, employees will be paid on the Thursday before the Friday observed holiday. All required deductions such as federal, state and local taxes, and all authorized voluntary deductions will be withheld automatically from paychecks.

Please review paychecks for errors through your Paylocity portal. If a mistake is found, report it to the payroll department immediately. They will work to correct the error.

In certain circumstances where an employee is under extreme financial hardship, a request for a pay advance against accrued hours worked may be allowed. The amount advanced will be deducted from the

next paycheck. Requests for advances are to be in writing, be made only in emergency circumstances, and must be approved by the Staff Accountant and/or Chief Financial Officer. Such advances will not be made more than one time in a twelve-month period.

### **Overtime Pay Procedures**

Employees classified as non-exempt will receive compensation for approved overtime work at the rate of one and one-half times regular hourly rate of pay for all hours worked beyond the fortieth hour in any given work week. The work week begins on Saturday morning and concludes on Friday evening.

Supervisors will attempt to provide employees with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible. Additionally, all overtime must be approved by an employee's supervisor before the overtime is worked. Failure to comply with this policy may lead to disciplinary action, up to and including termination. The supervisor is also required to have authorization of the overtime request by the President & CEO or the CFO. All overtime will be paid during the pay period it occurs, on a bi-weekly basis.

### **Attendance**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisor(s). You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Kansas Wesleyan University reserves the right to apply unused paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

## **6.0 Time-Off Benefits**

### **6.1 Paid Time Off (PTO)**

Kansas Wesleyan University recognizes the importance of paid time off in providing the opportunity for rest, recreation, health and personal activities; Kansas Wesleyan University grants annual, paid time off to its non-temporary administration and staff who work at least three quarter time. The amount of paid time off allowed depends on length of service and employment classification.

<b>Years of Service as of first Month following Employment Date</b>	<b>Annual Allowance</b>
Up to 2 years	12 days
After 2 years	18 days
After 7 years	24 days
After 15 years	30 days

Paid time off may be taken as time accrues at any point during the year upon supervisors' approval. However, employees may not accrue more than 240 hours (30 days) by the end of the calendar year. If this

amount is exceeded, those days are lost and are not compensated for or available for use in the future. Taking paid time off days in advance of the accrual is not allowed.

No payments will be made in lieu of taking paid time off, except for accrued unused paid time off at the time of employment termination. An employee who leaves the University will be paid for any earned and unused personal time off *provided* the employee has provided appropriate notice as described in **Termination of Employment** section. **Failure to properly report and record PTO may result in forfeit of accrued and unused PTO hours at termination.**

When a holiday observed by Kansas Wesleyan University falls within a scheduled paid time off period and the employee is eligible for paid holidays, employees will be granted an alternate day of paid time off for later use.

Paid time off may be taken as weekly periods or as individual days as long as the periods chosen meet with departmental approval. Employees should submit a request for time off through their Paylocity portal for all immediate and/or future time off for unplanned days due to illness or family emergency. The supervisor will approve this request through Paylocity.

## 6.2 Holidays

Kansas Wesleyan University provides paid time off for all non-temporary administration and staff who work 3/4 time and above for the following holidays:

New Year's Day	Pre-Thanksgiving Day (day immediately before)
Martin Luther King, Jr. Day	Thanksgiving Day
Good Friday	Post-Thanksgiving Day (day immediately after)
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Winter Break

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday. Employees are notified prior to the beginning of each calendar year of the actual dates on which each of these holidays is observed. Cabinet will approve the holiday schedule annually and post it on the Intranet in the fall for the following year.

If an employee is required to work on one or more of the paid holidays, the supervisor shall by mutual arrangement with the employee, decide upon an alternate day for the employee to take off with pay.

## 6.3 Jury and Witness Duty Leave

For employees who are three quarter-time or above, non-temporary, administrative or staff employee who are summoned to jury duty, the university continues salary during active jury duty for up to a maximum of fifteen working days per calendar year. Employees are also permitted to retain the allowance received from the court for such service. Employees who are not at least  $\frac{3}{4}$  time are given time off without pay while serving jury duty. All employees are allowed unpaid time off if summoned to appear in court as a witness. Employees may use accrued paid time off for any unpaid jury or witness duty leave. No deductions will be made for partial workweek absence due to jury or witness duty from the salary of exempt employees who have exhausted their paid leave or who are ineligible for paid leave.

To qualify for jury or witness duty leave, employees must submit to the Human Resources representative:

1. A copy of the summons or subpoena to serve;
2. Proof of service when the period of jury or witness duty is completed.

Kansas Wesleyan University will make no attempt to have employees' service on a jury postponed except where business conditions necessitate such action.

## 6.4 Medical Leaves of Absence

Kansas Wesleyan University provides unpaid leave in accordance with the *Family and Medical Leave Act of 1993*. This section only serves as a summary as it is the University's intent to follow the provisions of the Act. Any additional questions should be directed to the Human Resources representative.

Generally, the *Family and Medical Leave Act* provides eligible employees the right to take up to a total of 12 weeks of unpaid leave per year for the following reasons:

- Prenatal care and incapacity related to pregnancy
- Birth or first year care of a child
- Adoption or foster placement of a child
- Serious health condition of an employee's spouse, child or parent
- Employee's serious health condition.
- Military exigency leave
- Military caregiver leave

In order to be eligible for such leave, an employee must have been employed by the university for at least one year and have worked at the university a minimum of 1,250 hours during the 12-month period preceding the requested beginning date of the leave. For faculty, the 1,250-hour minimum shall be equivalent to a cumulative total of 18 credit hours for the immediate-preceding fall and spring semesters. For administrative and staff personnel, the 1,250 hours minimum shall be equivalent to 31 weeks of full-time employment or 42 weeks of part-time non-temporary employment.

## 6.5 Family Care Leave

Family care leave is available only to FMLA-eligible employees in order to care for a newborn, newly adopted or newly placed foster child, or to care for a child, parent, spouse or registered domestic partner with a serious health condition. The maximum amount of leave under this policy is 12 weeks in a 12-month period, offset by any family care, medical, military exigency, or military caregiver leave the employee has taken during that period. The 12-month period is a rolling period, measured backward from the date any employee takes leave.

Leave to care for a newborn, newly adopted or newly placed foster child must be taken within 12 months of the birth or placement. When leave is taken for this reason, it must generally be taken in periods of at least two weeks. Where both spouses work for the university, they have one shared 12-week leave entitlement to care for a new child. Leave taken for pregnancy disability does not count toward the 12-week family care leave entitlement. Family care leave to care for the newborn begins for a new mother when she is no longer disabled, and her pregnancy disability leave ends.

Leave to care for an ill family member may be taken intermittently depending on the opinion of the family member's health care provider.

## 6.6 Medical Leave

Medical leave is available to employees who are unable to work due to a serious health condition, as certified by their health care provider. Generally, this type of leave is available only for medical conditions that result in a period of prolonged incapacity (more than three days) but is also available for chronic health conditions for which the employee is being medically supervised. All employees are eligible for this type of leave, but reinstatement rights vary depending on whether an employee is FMLA eligible and on the reason for leave. The maximum amount of leave under this policy is generally 12 weeks in a 12-month period, offset by any family, military exigency, or military caregiver leave the employee has taken during that period. The 12-month period is a rolling period, measured backward from the date any employee takes leave. The leave may be taken intermittently or on a reduced work schedule, based on the health care provider's recommendation. Where required by law, additional leave beyond the 12-week period is available. Contact the Human Resources representative for further information.

Any employee who is disabled by pregnancy, childbirth or a related medical condition may take an unpaid pregnancy disability leave. Conditions for which leave is available include prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth. Pregnancy disability leave may be taken intermittently or on a reduced work schedule, depending on the nature of the employee's pregnancy disability and the recommendation of her health care provider.

In addition, an employee who is affected by pregnancy or a related medical condition is eligible for reasonable accommodation, including transfer to an available position or duties that are less strenuous or hazardous. The employee must provide the university with a certification from her health care provider stating the nature of the accommodation or transfer requested, that the accommodation or transfer is medically advisable, and the period during which the accommodation/transfer is needed.

## **6.7 Pregnancy Disability Leave, Accommodations and Transfers**

Any employee who is disabled by pregnancy, childbirth or a related medical condition may take an unpaid pregnancy disability leave. Conditions for which leave is available include prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth. Pregnancy disability leave may be taken intermittently or on a reduced work schedule, depending on the nature of the employee's pregnancy disability and the recommendation of her health care provider.

In addition, an employee who is affected by pregnancy or a related medical condition is eligible for reasonable accommodation, including transfer to an available position or duties that are less strenuous or hazardous. The employee must provide the university with a certification from her health care provider stating the nature of the accommodation or transfer requested, that the accommodation or transfer is medically advisable, and the period during which the accommodation/transfer is needed.

## **6.8 Military Exigency Leave**

FMLA-eligible employees may take a Military Exigency Leave to deal with a qualifying exigency related to or affected by the active military duty or call to active military duty in the Armed Forces, National Guard or military reserves of the employee's spouse, child or parent. Qualifying exigencies include (1) the deployment on short notice of the family member; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) other post-deployment activities; and (8) miscellaneous activities as agreed to by the university and the employee in terms of timing and duration of leave. The maximum period of leave is up to 12 weeks in a 12-month period, offset by any family care, military caregiver, or medical leave taken in that period.

In addition, all eligible employees (including those who are not necessarily FMLA-eligible), are also entitled to "Leave for Military Spouses," which is described in the policy below.

## **6.9 Military Caregiver Leave**

FMLA-eligible employees may take a Military Caregiver Leave to care for a spouse, son, daughter, parent or next of kin who is a member or former member of the Armed Forces and who is undergoing medical treatment, recuperation or therapy, is in outpatient status, or on the temporary disability retired list, for a serious illness or injury that was incurred in the line of duty while on active duty and incurred within five years prior to the treatment, recuperation or therapy. The maximum period of leave is up to 26 weeks of leave in a 12-month period. Military Caregiver Leave is generally a one-time entitlement and has a special 12-month leave period which begins on the first day the employee takes Military Caregiver Leave. Additional Military Caregiver Leave is available, however, if the military family member sustains a later injury or illness or for the injury or illness of a different military family member. When both spouses work for the university, they are limited to a combined total of 26 weeks for Military Caregiver Leave.

## **6.10 How to Request Leave**

Requests for family care, military family, medical, or pregnancy disability leave must be approved in advance by your supervisor and the Human Resources representative. When birth, adoption, foster placement, or family illness leave is foreseeable, the employee must submit a time off request through the employee's Paylocity payroll portal. If the need for leave is not foreseeable, and 30 days-notice is not possible, notice must be given on the same day that the employee learns of the need for leave, or the next business day, unless circumstances make this impracticable.

Employees who request a leave because of their own or a family member's health condition (including pregnancy and military caregiver leave) must submit written medical certification from a health care provider to support the leave request. If an employee fails to provide the required medical certification within 15 days of requesting leave, the university may deny or delay the leave. Medical certification forms are available from the Human Resources representative.

Subject to the approval of the health care provider, employees are expected to consult with their supervisors prior to the scheduling of medical treatment for themselves or a family member in order to work out a schedule which best suits the needs of both the employee and the university. Leave extension requests should be made two weeks before the end of the scheduled leave, if possible. Where the leave extension is for the employee's or a family member's serious health condition, the request must include medical certification of the need for continued leave.

Failure to comply with these notice requirements may result in denial or deferral of the requested leave.

## **6.11 Compensation and Benefits During Leave**

Generally, leaves under this policy are unpaid. Employees are required to take any available PTO (personal time off) leave (if eligible as described earlier in this section) as a part of, and not in addition to, the 12-week unpaid leave. Use of PTO is optional, not required, during periods the employee is receiving any kind of income replacement benefits, such as workers' compensation, state disability or paid family leave benefits. Using paid leave will not extend the maximum amount of leave available. When paid leave is exhausted, the remaining leave is unpaid. PTO benefits will continue to accrue only during the portion of leave during which an employee is receiving PTO pay.

The university maintains group health insurance coverage for FMLA-eligible employees up to a combined total of 12 weeks of family and medical leave, and up to 26 weeks of military caregiver leave. The employee will continue to be responsible for paying the employee's portion of applicable group health insurance premiums. Premiums for all benefits other than group health benefits must be paid in full by the employee during the period of leave if the employee wishes such benefits to continue. Employees who have exhausted or are ineligible for these benefit entitlements may continue coverage at their own expense under COBRA (Consolidated Omnibus Budget Reconciliation Act). An employee who fails to return from leave may be required to repay insurance premiums paid by the university during the leave.

## **6.12 Return to Work**

All employees returning from medical leave must provide medical certification of their fitness to return to work.

Although the university is unable to guarantee reinstatement in all cases, under most circumstances, the employee has the right to return to the same or an equivalent position following leave, subject to certain limitations. FMLA-eligible employees who return to work within the 12-week period (or within the 26-week period from military caregiver leave) will be reinstated to the same or equivalent position, unless the employee would have been terminated for reasons unrelated to the leave (for example, position elimination), or if the employee can no longer perform the essential functions of the job. Employees returning from leave after more than 12 weeks due to a work-related injury will be reinstated except where reinstatement is unavailable due to business necessity.

The university reserves the right not to reinstate FMLA-eligible employees who are considered "key" employees unless the employee has been on leave for a work-related injury. The university will notify such employees of their "key employee" status and the conditions under which they may be denied reinstatement, if applicable.

### **6.13 Termination**

If the employee's prior position or an equivalent position is not available at the end of the approved leave, employment will be terminated.

In addition, an employee is considered to have resigned voluntarily if:

- The employee does not return to work on the next regularly scheduled workday after the end of the approved leave period;
- The employee does not return to his or her original position or an equivalent one as soon as he or she is able;
- The employee has accepted other employment during the leave period.

### **6.14 Personal Leaves of Absence**

Unpaid personal leaves of absence for a period of up to thirty days may be requested by at least three quarter-time, non-temporary, administrative and staff employees who have completed one year of continuous service. Employees must request personal leaves by submitting a time off request through their Paylocity payroll portal, at least two weeks prior to the time they wish such leave to commence. If the personal leave request is necessitated by an emergency, the employee or a member of the immediate family must notify the Human Resources representative as soon as is practical; this should be followed up with a written explanation of the nature of the leave and the expected length of absence. In such emergency situations, the written explanation must normally be submitted within three days of the beginning of the leave.

Personal leave may be granted for justifiable reasons (e.g. childcare or to care for an ill family member) at Kansas Wesleyan University's discretion, provided the leave does not seriously disrupt university operations. Personal leaves are not granted until all accrued unused vacation has been exhausted.

Reinstatement cannot be guaranteed to employees returning from personal leaves. However, Kansas Wesleyan University endeavors to place employees returning from personal leave in their former positions or positions comparable in status and pay, subject to budgetary restrictions, Kansas Wesleyan University's need to fill vacancies, and the ability of Kansas Wesleyan University to find qualified temporary replacements.

### **6.15 Military Leave of Absence**

Employees who are absent from work for duty in the uniformed services will be granted an unpaid military leave and reinstatement rights in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law. The University will continue group health benefits during leaves of up to 30 days, and thereafter the employee may continue coverage at the employee's expense for up to 24 months under the provisions of USERRA. The maximum cumulative period of military leave during an employee's employment with the university is five years, subject to certain exceptions. Employees who have annual military obligations are required to schedule their leave with the Human Resources representative as far in advance as possible.

Eligibility for employment reinstatement following a period of service in the uniformed services is in accordance with USERRA. Upon reinstatement, an employee's compensation, benefits, retirement eligibility, and length of service will be calculated as if he/she had been continuously employed during the service leave period.



Employees called to active military duty or to Reserve or National Guard training, or volunteering for the same, should submit copies of military orders as well as to their supervisors as soon as is practicable.

## **6.16 Classes During Workdays**

Employees may attend one class during the workday with their supervisor's approval. This time away from the job will either be considered vacation time, non-paid leave, or made up by an adjustment to the employee's workday. Further information may be found in Section VIII under ***Tuition Discount***.

## **6.17 Exit Interview**

You may be asked to participate in an exit interview when you leave Kansas Wesleyan University. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the school in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

## **6.18 Open Door/Conflict Resolution Process**

Kansas Wesleyan University strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your supervisor(s) and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the School, management, its employees, vendors, customers, or any other persons or entities related to the School, bring your concerns to the attention of your supervisor(s) at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor(s). If you have already brought this matter to the attention of your supervisor(s) before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper-level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

## **6.19 Outside Employment**

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Kansas Wesleyan University is prohibited. The school recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the school should be reported to your supervisor(s). Failure to adhere to this policy may result in discipline up to and including termination.

## **6.20 Performance Improvement**

Kansas Wesleyan University will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your supervisor(s) assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued

employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

## 6.21 Standards of Conduct

Kansas Wesleyan University wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on School property (including in School vehicles), or on School business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the school or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying School property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of School trade secrets and proprietary and confidential commercially sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the School or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on School premises during working hours.
- Failure to dress according to School policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this School.
- Gambling on School premises.
- Lending keys or keycards to School property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## 7.0 Benefits

### 7.1 Group Health and Related Benefits

Kansas Wesleyan University has established a variety of employee benefit programs designed to assist employees and their eligible dependents in meeting the financial burdens that can result from illness, disability, and death, and to help them plan for retirement.

This section of the Handbook is meant to highlight the features of Kansas Wesleyan University employee benefits. The benefit plan includes the following:

1. Group Health and Dental Insurance
2. Flexible Spending Accounts (FSA)
3. Disability Benefits
4. Workers' Compensation Insurance
5. Unemployment Insurance
6. Life Insurance
7. Retirement Plan
8. Tuition Discount

Kansas Wesleyan University reserves the right to add, amend or terminate any of these programs or increase employee premium contributions toward any benefits at its discretion. This reserved right may be exercised in the absence of financial necessity.

The university currently funds a set amount per month per eligible full-time employee and a prorated amount for eligible part-time employees. This funding can be used toward Group Health or Dental Insurance, Flexible Spending Accounts, or as TIAA/CREF Supplemental Retirement Annuity.

In the event of any contradiction between the information appearing in this Handbook and the master contracts or master plan documents, the master contracts/documents shall govern in all cases.

For more complete information regarding any of the benefit programs, please contact the Human Resources representative.

### 7.2 Group Medical and Dental

All three quarter-time and above non-temporary employees and their eligible dependents are eligible to participate in Kansas Wesleyan University's group health insurance program. Coverage for eligible employees is effective beginning the first month following employment.

The plan description is provided by the Human Resources representative. Employees will receive a copy from the insurance company when they are accepted as a participant. A copy is available for review through your Maxwell Health employee portal.

Employees may make or change an election during the year if you submit a Life Change Event through the Maxwell Health Employee Portal within 30 days of a *qualified* family status change. Examples of qualified family status changes are:

- Marriage, Divorce, or Legal Separation
- Birth or Adoption of a Dependent
- Termination or Commencement of Employment by a Spouse
- Death of a Spouse or a Child
- Significant Change in Health Coverage of a Spouse

The benefits under this plan terminate on the first day of the month after employment with the university terminates.

Pursuant to the Consolidated Omnibus Reconciliation Act of 1985 (COBRA), eligible employees and their dependents may in most instances continue group health insurance coverage at their own expense after they leave employment with the university or otherwise become ineligible for university-provided benefits.

Kansas Wesleyan University's plan administrator will contact employees concerning these options at the time termination occurs or if an employee otherwise becomes ineligible for university-provided health benefits. The plan administrator will contact the employees' qualified beneficiaries in the event of death or enrollment for Medicare benefits. However, in the event of divorce or legal separation, or if a dependent ceases to be eligible for coverage under the group health insurance plan, the employee and/or their dependents are responsible for contacting the Plan Administrator to discuss continuation/conversion rights. The employee and their qualified beneficiaries are also responsible for notifying the Human Resources office within sixty days of qualifying for Social Security disability benefits.

For further details regarding continuing or converting group health insurance benefits, please contact the Human Resources office.

### **7.3 Flexible Spending Account (FSA)**

Employees have the option of setting aside pre-tax dollars to pay for eligible dependent care and out-of-pocket health care expenses. Employees save federal, FICA (Social Security), and state taxes on contribution amounts. Pre-tax contributions may be made to two types of accounts: Unreimbursed Medical Expenses FSA and Dependent Care FSA. Employees who do not take advantage of these accounts pay for many unreimbursed medical expenses and dependent care expenses with after-tax dollars and then, in some cases, may apply tax deductions or credits at year-end when completing their tax returns. By using either one or both of the spending accounts, employees can instead use pre-tax dollars to pay for these expenses. The result is usually lower taxes and, therefore, higher spendable income.

Employees are eligible to participate on the first day of the month following the date of hire. Benefit eligibility is open to all non-temporary employees whose regular work schedule is at least  $\frac{3}{4}$  time.

Temporary, summer, or part-time employees whose regular work schedule is less than 30 hours per week are not eligible.

Employees must make separate contribution elections for health care and dependent care accounts, and transfer of balances between accounts is not allowed.

The plan year is January 1 through December 31. Employees may elect to participate once per year during the annual open enrollment period held at the end of each year during December. Elections are effective for the plan year beginning the following January 1. Newly eligible employees may participate by invitation of the plan administrator through the employee Maxwell Health portal, prior to the first day of the month following employment. Elections are effective the first of the month following thirty days of employment.

Employees may make or change an election during the calendar year only if a qualified family status change request is made through the employee Maxwell Health portal. Examples of qualified family status changes are:

- Marriage, Divorce, or Legal Separation
- Birth or Adoption of a Dependent
- Termination or Commencement of Employment by a Spouse
- Death of a Spouse or Dependent Child
- Significant Change in Health Coverage of a Spouse.

Election changes for Flexible Spending Accounts are effective the first of the month following a family status change.

#### **"Use It or Lose It"**

Claims for expenses incurred during the plan year (January 1 through December 31) must be submitted to the Benefits Administrator for reimbursement prior to March 31 of the following year. Balances remaining in

either account as of March 31 are forfeited. Due to this IRS requirement, employees should carefully estimate anticipated eligible expenses for the calendar year before completing the FSA Enrollment Form. Employees who are reimbursed for expenses through an FSA cannot deduct or take the credit for the same expenses on their federal and state income tax returns. In all cases, employees should carefully analyze their personal situation and/or consult their tax advisors.

### **Reimbursement Procedure**

Employees are responsible for completing a claim form and submitting it through your MaestroEdge portal along with proof of expense such as a statement, receipts, and Explanation of Benefits (EOB) statements showing unpaid medical expenses as required. Pre-loaded debit cards distributed by MaestroEdge can be utilized for qualified medical expense payments. Claims for reimbursement will be paid directly to the employee by the MaestroEdge platform. Unreimbursed medical expense reimbursements are based on the total contributions for the plan year.

Dependent care expenses will be reimbursed up to the current account balance; submitted claim amounts in excess of this balance will be pended. Additional reimbursements will automatically be generated against the pended claim amounts as the account is funded with subsequent payroll contributions.

### **Claims After Termination**

Employees who terminate employment with the university during the Plan year may submit claims for reimbursement of expenses incurred through their termination date. Claims must be submitted within 60 days of employment termination. Excess funds in which claims have not been submitted are forfeited.

### **Two types of FSA**

#### **A. Unreimbursed Medical Expenses FSA**

The maximum annual amount an employee may allocate to fund the Unreimbursed Medical Expenses FSA is \$3,050.

Eligibility Requirements: Eligible unreimbursed medical expenses include out-of-pocket medical, dental, prescription and vision expense such as deductibles, co-payments, expenses not covered under insurance plans, and any other expense for medical care within the meaning of federal income tax law.

Examples of ineligible expenses include cosmetic surgery, health spa and club membership, premium payments for other insurance plans, smoking cessation or weight loss programs, and non-medical expenses such as electronic air filters and hot tubs. Employees assume all responsibility for taxes or penalties arising out of reimbursement of ineligible expenses.

#### **B. Dependent Care FSA**

The maximum annual contribution amount for Dependent Care FSA is \$5,000. Married employees who file a joint tax return may contribute the lesser of the employee's or spouse's earned income or \$5,000. Married employees filing separate tax returns may contribute \$2,500. Annual maximum is subject to adjustment to meet IRS compliance.

Note: If the employee's spouse also participates in a dependent care FSA, the combined maximum contribution is \$5,000. If the spouse is a full-time student or incapable of self-care, the maximum contribution amount is limited to \$2,500/year (if care is for one dependent) or \$5,000/year (if care is for 2 or more dependents).

Eligibility Requirements: Employees are eligible to participate if they are single. Married employees are eligible if their spouses also work, are full-time students for at least five months of the year and in school while dependent care is received or are mentally or physically unable to provide dependent care.

Eligible dependents are children under the age of 13 and other dependents who are mentally or physically incapable or caring for themselves. They must be dependent upon the employee for at least 50% of their support and able to be claimed as dependents for income tax purposes.

Covered dependent care expenses and providers include services provided inside or outside the home by licensed day care centers, nursery schools, and babysitters or companions (including relatives over age 19 that are not dependents of the employee).

#### **7.4 Disability Benefits**

All three quarter-time and above, non-temporary employees are eligible to participate in Kansas Wesleyan University's Long Term Disability (LTD) Insurance Benefits Plan. Each qualified employee will be provided information by the plan administrator and will be covered on the first of the month following completion of the application form. The premiums are paid by Kansas Wesleyan University. Coverage provides a benefit of 60% of base monthly earnings (maximum earnings of \$3,000 per month) until age 65 for disabilities exceeding 180 days. More detailed aspects of the coverage are available from the Human Resources representative.

#### **7.5 Workers' Compensation Insurance**

To provide for payment of medical expenses in the event of a work-related accident or illness, employees are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment depend upon the nature of the injury or illness. In general, however, all medical expenses incurred in connection with an injury or illness are paid in full, and partial salary payments are provided beginning with the fourth consecutive day of absence from work.

If employees are injured or become ill on the job, they must immediately report such injury or illness to their immediate supervisors and the Human Resources office. This ensures that the University can assist in obtaining appropriate medical treatment.

In the event a workers' compensation injury has occurred, the employee should receive care at a Preferred workers' comp provider. Prior authorization is required for non-emergency injuries. Emergency treatment should be referred to Occupational Health Partners, or to the Salina Regional Health Center for more serious injuries.

Failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize the right to benefits in connection with the injury or illness.

Questions regarding workers' compensation insurance should be directed to the Human Resources representative. The terms of workers' compensation payments are determined by legislation; therefore, the provisions are subject to change.

#### **7.6 Unemployment Insurance**

If unemployment is the result of staff reductions or job terminations, former employees may be entitled to unemployment compensation while looking for another job. If employees are discharged for misconduct, quit voluntarily without good cause, or refuse a suitable job without good cause, they may be disqualified for unemployment insurance benefits. Employees of Kansas Wesleyan University are covered by the Kansas Department of Human Resources and may be eligible for unemployment compensation subject to the rules and regulations of the Kansas Division of Employment Security. All legal employment decisions/rulings will be adjudicated in compliance with the employment laws of the State of Kansas. The costs of benefits paid to former Kansas Wesleyan University employees under this program are borne directly by the university. Employees contracted on a short-term basis are not eligible for unemployment benefits.

#### **7.7 Group Life Insurance**

All three quarter-time and above, non-temporary employees are eligible to participate in Kansas Wesleyan University's group life insurance program. The premiums are paid by Kansas Wesleyan University. The

amount of coverage decreases in amount each year as the employee's age advances, starting at age 65. More information regarding the coverage can be obtained by contacting the Human Resources representative.

## 7.8 Retirement Plan

Kansas Wesleyan University has established a TIAA/CREF (Teachers Insurance and Annuity Association of America-College Retirement Equities Fund) Retirement Annuity Plan to assist employees in their post-employment years. Employees are encouraged to begin planning for retirement early in their career so that university retirement benefits, benefits from the federal government's Social Security program, and income from personal investments can grow together to provide future financial security.

The Kansas Wesleyan University Retirement Plan Committee is charged by the Board of Trustees with developing the investment structures and policies for the university plan. The retirement plan is designed to provide employees with a source of income after retirement. Currently, 10% of the eligible employee's base salary is contributed to the employee's retirement account.

All three quarter-time and above, non-temporary employees are required to participate on the first day of the month following employment if transferring directly from another non-profit education institution where participating in their retirement plan or after two (2) years of continuous employment at Kansas Wesleyan University. The employee owns the entire TIAA/CREF Retirement Annuity and is fully vested immediately.

Employees may elect contribution toward a TIAA/CREF Supplemental Retirement Annuity at any time during their employment. Elections will be deducted from gross pay before Federal and State income taxation. Contact the plan administrator for more details about either retirement plan.

## 7.9 Tuition Discount - Undergraduate Courses

Kansas Wesleyan University employees, spouses and dependent children are eligible for tuition discount at Kansas Wesleyan University, for all regularly scheduled courses, for all terms, subject to certain limitations defined below:

**Full-time, non-temporary** employees, spouses, and dependent children will qualify for tuition remission equal to 100% of tuition (not fees, or over limit fees) for undergraduate courses.

**Definition of Dependent Children:** The definition of "Dependent Children" for these purposes is the same as the definition utilized on the Free Application for Federal Student Assistance (FAFSA) for the Academic year of enrollment. If the Child is "dependent" for FAFSA, they may be eligible for this benefit. Contact the Office of Student Financial Planning for definition.

***Students that become part-time, temporary, or non-temporary employees, are not eligible for the tuition discount.***

### General Limitations:

1. The student must meet university Admission Standards,
2. Employees will not be charged an **admission fee** for their application for admission to Kansas Wesleyan University, although spouses and dependent children will be so charged.
3. Employees and their spouses and dependent children will not be required to pay the enrollment deposit to Kansas Wesleyan University.

Students enrolling in any term (Fall, Spring or Summer) must have applied for all federal, state gift assistance, or employer tuition gift assistance for which they may be eligible. The application (usually the Free Application for Federal Student Aid (FAFSA)) must be completed by the March 1st deadline and sent to KWU prior to each academic year of desired attendance. Any gift assistance received, e.g., Federal Pell Grant, Kansas Comprehensive Grants, employer tuition assistance payments or outside (non-KWU non need based) gift scholarships, KWU Academic/Activity or Academic/Talent Scholarships will reduce the amount of tuition discount and will not be in addition to the discount.

See example calculation below:

Example: Full Time Tuition for the Term =	\$12,600
<b>Student's Financial Aid Award for Tuition:</b>	
KWU Presidential Academic /Academic Scholarship	\$ 7,000
Pell Grant for the term =	\$ 2,000
Outside Scholarship (i.e. Local Kiwanis Club)	\$ 600
Tuition Discount (current employee 100%)	\$ 3,000
Total Financial Aid Award for Tuition:	\$12,600

New employees and their families will be expected to apply for federal, state, and employer gift assistance as soon as possible after employment. In case of an application submitted late for either a continuing employee or a new employee hired before March 15th, the amount of tuition remission will be reduced by the amount of federal and/or state assistance forfeited because of said late application. Failure to submit said application (generally the FAFSA), will result in forfeiture of the employee tuition discount for that term.

No tuition discount will be granted for courses already in session at the time of employment. Employees and dependents seeking tuition discount, other than pre-freshman, or those with prior undergraduate degrees must be enrolling as degree seeking students.

Employees and dependents found to be ineligible for federal and state grants due to a federal student loan default must resolve the default to be eligible for any federal, state, and institutional assistance, including tuition discount.

Tuition Discount is not available for optional courses offered off site (other than Kansas Wesleyan Journeys for students participating in their Wesleyan Journey funded by KWU), such as K-State Salina, and other KICA schools, etc. The employee and dependents will be responsible for all costs for these off-site courses.

Persons who hold a bachelor's degree are not eligible for federal gift assistance. State assistance requires full-time enrollment.

Employees must receive supervisory approval for any classes that interfere with their ability to perform their normal job functions. In all cases employees will be limited to enrolling in only one daytime class per term that meets between 8:00 AM and 5:00 PM. All time must be either "made up" or taken as personal time off leave or unpaid leave. The employee tuition remission benefit for faculty and staff and their dependents will be extended to include online course offerings, given capacity exists in the course section in question. Approval of any exceptions to this policy are at the discretion of the provost.

## 7.10 Tuition Discount - Graduate Courses

Full-time non-temporary KWU employees will be eligible for a discount based upon years of service to KWU as follows:



Semesters beginning after:

- 10 years of service - 100%
- 5 years of service - 75%
- 2 years of service - 50%
- Under 2 years of service - No discount

Employees must receive supervisory approval for any classes that interfere with the ability to perform their normal job functions. In all cases, employees will be limited to enrolling in only one daytime class per term that meets between 8:00 A.M. and 5:00 P.M. All time must be either made up, taken as vacation leave, or as unpaid leave.

Persons will not be required to apply for financial assistance because there are no federal or state grants available for graduate study at this time. However, persons are expected to utilize employer assistance to the extent possible. Interested employees should inform the financial assistance office of enrollment plans so that the discount can be credited.

## 7.11 Tuition Exchange

KWU is a member of the Council of Independent Colleges (CIC) and the Tuition Exchange (TE) programs. This allows qualified dependents of full-time employees to receive tuition remission at other member colleges.

For a list of participating institutions of CIC, go to <https://www.cic.edu/member-services/tuition-exchange-program> (all details on this page). For a full list of participating institutions of TE, go to <https://www.tuitionexchange.org/>, click the “Families” drop down menu and choose “Tuition Exchange Member Schools”. If you are interested in applying to an institution other than KWU (through CIC or TE) you will need to complete an online application found at each of the respective websites.

Tuition remission/Tuition Exchange programs will not be continued after the termination of employment except in the following cases:

1. Death
2. Retirement
3. Total disability of a KWU employee, one academic year of tuition remission will be granted for the spouse and/or natural or legally adopted children for each four years of full-time employment. If a totally disabled employee recovers and resumes employment with an organization other than KWU, the tuition remission will terminate.

Contact the Tuition Exchange Officer at Kansas Wesleyan University (currently the Human Resources Director) for details.

## 7.12 Bereavement Leave

Kansas Wesleyan University recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the school will provide bereavement leave as follows:

### DEFINITIONS

Close Relative. Close relatives are defined as spouse, child, mother, father, brother, sister, foster parents, stepparents, stepchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren, unmarried domestic partner, or any relative or legal guardian residing in the household.

Employees may be granted a maximum of two (2) working days as requested leave for bereavement. Employees will need to complete Bereavement Leave form with Human Resources Office and submit supporting documents. This time will be coded as Bereavement in the timecard system and will not affect

Paid Time Off (PTO) balances.

Employees serving as executor of an estate may request leave up to six days for service as executor. This time can be covered through PTO or unpaid leave.

You must provide notice of your need for bereavement leave as far in advance as possible. The school may require documentation supporting your need for bereavement leave.

### **7.13 Continuing Education and Tuition Assistance**

We believe in the continuing education of our employees. If Kansas Wesleyan University sends you to a class or training program during normal working hours related to your employment and you are nonexempt, you will be paid training pay for that time. If you are interested in attending an outside class and having the school pay for your attendance, you are required to provide advance written notice describing the class, including the subject matter, length, and cost. Depending on the type of training, the school may reimburse some or all of the fees, including materials expenses, meals, and transportation. If your supervisor(s) approves of your attendance at a class that is not sponsored by the school, you will be reimbursed once you have attended and paid for the class.

### **7.14 Exempt Personnel**

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your supervisor(s) for clarification.

### **7.15 Nonexempt Personnel**

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your supervisor(s) for clarification.

### **7.16 Regular Full-Time Personnel**

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work more than 30 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at Kansas Wesleyan University are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

### **7.17 Regular Part-Time Personnel**

All employees who work fewer than 30 hours per week are considered part time. Part-time employees are not eligible for Kansas Wesleyan University benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

### **7.18 Family and Medical Leave (FMLA)**

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Kansas Wesleyan University provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

#### **Eligibility**

To qualify for FMLA leave, you must:

1. Have worked for the school for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and

3. Be employed at a worksite that has 50 or more employees within 75 miles.

### Reasons for Leave

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is a "rolling" 12-month period measured backward from the date of any FMLA leave usage. (Each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the 12 months immediately before the FMLA leave is to start).

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active-duty service.

As used in this policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
  - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - Attending official ceremonies, programs, or military events;
  - Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
  - Making financial and legal arrangements;

- Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
- Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
- Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active-duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
- Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
- Other exigencies that arise that are agreed to by both the school and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

### Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the School first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the School.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Please contact Human Resources for all necessary documentation.

### Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from [[name of appropriate department]]. When you request leave, the school will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the school may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The School also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

### Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

### *Paid Leave Utilization During FMLA Leave*

FMLA leave is unpaid; however, you [[may/will be required to]] substitute any accrued and unused paid leave [(e.g., vacation/paid time off/sick days/personal days)] for unpaid FMLA leave as permitted by law.

Your FMLA leave runs concurrently with other types of leave, such as accrued paid leave that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by state law. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of FMLA leave. In addition, the substitution of paid leave for unpaid leave may not result in your receipt of more than 100 percent of your salary.

If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize accrued paid leave. However, where state law permits, you may elect to use accrued paid leave to supplement these benefits.

### **Leave Increments**

#### *Intermittent Leave*

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the school will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the school may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

#### *Parental Leave*

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

#### *Family Care, Personal Medical, Military Exigency, and Military Care Leave*

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

#### *Fitness for Duty Requirements*

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

#### *Health Insurance*

Your health insurance coverage will be maintained by the school during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the School may pay your share of the premiums during the leave and recover

the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the school may require reimbursement for the health insurance premiums paid during the leave.

### Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

### Spouse Aggregation

If you and your spouse are both employed by the school, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the school will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

### Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The school is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

### Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the school. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

### Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

### Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

### Designation of Leave

If the School becomes aware of any qualifying reason for FMLA leave, the school will designate it as such. An employee may not refuse FMLA designation under this policy.

### Retaliation

The school will not retaliate against employees who request or take leave in accordance with this policy.

## **8.0 Safety**

### **8.1 General Safety**

It is the responsibility of all Kansas Wesleyan University employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the school health and safety rules. Failure to

do so may result in disciplinary action, up to and including termination of employment. The school also requires that all occupational illnesses or injuries be reported to your supervisor(s) as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

## **8.2 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Kansas Wesleyan University, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

### Zero Tolerance Policy

The school has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on School property or while performing School business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

### Reporting Incidents of Violence

Report to your supervisor(s) [or appropriate department], in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to the Human Resources office.

### 8.3 Use of Force

It is the policy of this department to value and preserve human life. Officers shall use only the force that is objectively reasonable to effectively bring an incident under control, while protecting the safety of the officer and others. Officers shall use force only when no reasonably effective alternative appears to exist and shall use only the level of force that a reasonably prudent officer would use under the same or similar circumstances.

The decision to use force “requires careful attention to the facts and circumstances of each particular case, including the severity of the crime at issue, whether the suspect poses an immediate threat to the safety of the officer or others, and whether [the suspect] is actively resisting affects or attempting to evade arrest by flight”. In addition, “the ‘reasonableness’ of a particular use of force must be judged from the perspective of a reasonable officer on the scene, rather than with the 20/20 vision of hindsight...the question is whether the officers’ actions are ‘objectively reasonable’ in the light of the facts and circumstances confronting them.” (Graham v. Connor, 490 U.S. 386 (1989).

This policy will be reviewed biannually, and any questions or concerns should be addressed to the CFO for clarification.

#### STATUTORY AUTHORITY

Kansas statutes authorize a Security officer to use force and make an arrest in accordance with the following:

**Use of force; definitions.** (a) *As used in article 32 of chapter 21 of the Kansas Statutes Annotated, prior to their repeal, K.S.A. 2012 Supp. 21-5202 through 21-5208, 21-5210 through 21-5212, and 21-5220 through 21-5231, and K.S.A. 2012 Supp. 21-3212a, 21-3220 and 21-3221, and amendments thereto:*

(1) *"Use of force" means any or all of the following directed at or upon another person or thing: (A) Words or actions that reasonably convey the threat of force, including threats to cause death or great bodily harm to a person; (B) the presentation or display of the means of force; or (C) the application of physical force, including by a weapon or through the actions of another.*

(2) *"Use of deadly force" means the application of any physical force described in paragraph (1) which is likely to cause death or great bodily harm to a person. Any threat to cause death or great bodily harm, including, but not limited to, by the display or production of a weapon, shall not constitute use of deadly force, so long as the actor's purpose is limited to creating an apprehension that the actor will, if necessary, use deadly force in defense of such actor or another or to affect a lawful arrest.*

(b) An actor who threatens deadly force as described in subsection (a)(1) shall be subject to the determination in subsection (a) of K.S.A. 21-3211, prior to its repeal, or subsection (a) of K.S.A. 2012 Supp. 21-5222, and amendments thereto, and not to the determination in subsection (b) of K.S.A. 21-3211, prior to its repeal, or subsection (b) of K.S.A. 2012 Supp. 21-5222, and amendments thereto.



## **DEFINITION**

**Deadly force:** Any use of force that is likely to cause death of or great bodily harm to a person. (K.S.A. 21-5221(2))

**Less-lethal force:** Any use of force other than that which is considered deadly force that involves physical effort to control, restrain, or overcome the resistance of another.

**Objectively Reasonable:** The determination that the necessity for using force and the level of force used is based upon the officer's evaluation of the situation in light of the totality of the circumstances known to the officer at the time the force is used and upon what a reasonably prudent officer would use under the same or similar situations.

**De-escalation:** Taking action or communicating verbally or non-verbally during a potential force encounter in an attempt to stabilize the situation and reduce the immediacy of the threat so that more time, options, and resources can be called upon to resolve the situation without the use of force or with a reduction in the force necessary. De-escalation may include the use of such techniques as command presence, advisements, warnings, verbal persuasion, and tactical repositioning.

**Exigent Circumstances:** Those circumstances that would cause a reasonably prudent officer to believe that a particular action is necessary to prevent physical harm to an individual, the destruction of relevant evidence, the escape of a suspect, or some other consequence improperly frustrating legitimate law enforcement efforts.

**Choke hold:** A physical maneuver that restricts an individual's ability to breathe for the purpose of incapacitation.

**Warning shot:** The discharge of a firearm for the purpose of compelling compliance from an individual, but not intended to cause physical injury.

## **PROCEDURE**

### **A. General Provisions**

1. Use of physical force should be discontinued when resistance ceases or when the incident is under control.
2. Physical force shall not be used against individuals in restraints, except as objectively reasonable to prevent their escape or prevent imminent bodily injury to the individual, the officer, or another person. In these situations, only the minimal amount of force necessary to control the situation shall be used.
3. Once the scene is safe and as soon as practical, officers shall provide appropriate medical care consistent with their training to any individual who has visible injuries, complains of being injured, or requests medical attention. This may include providing first aid, requesting emergency medical services, and/or arranging for transportation to an emergency medical facility.
4. An officer has a duty to intervene to prevent or stop the use of excessive force by another officer when it is safe and reasonable to do so.

### **B. De-escalation**

1. Officers shall use de-escalation techniques and other alternatives to higher levels of force consistent with their training whenever possible and appropriate before resorting to force and to reduce the need for force.
2. Whenever possible and when such delay will not compromise the safety of the officer or another and will not result in the destruction of evidence, escape of a suspect, or commission of a crime, an officer shall allow an individual to submit to verbal commands before force is used.

### **C. Use of Less-Lethal Force**

1. When de-escalation techniques are not effective or appropriate, an officer may consider the use of less-lethal force to control a non-compliant or actively resistant individual (i.e., pepper gel, taser). An officer is authorized to use department-approved, less-lethal force techniques and issued equipment to:
  - a. protect the officer or others from immediate physical harm,
  - b. restrain or subdue and individual who is actively resisting or evading arrest, or
  - c. bring an unlawful situation safely and effectively under control.

### **D. Use of Deadly Force**

1. An officer is authorized to use deadly force when it is objectively reasonable under the totality of the circumstances. Use of deadly force is justified when one or both of the following apply:
  - a. to protect the officer or others from what is reasonably believed to be an immediate threat of death or serious bodily injury
  - b. to prevent the escape of a fleeing subject when the officer has probable cause to believe that the person has committed or intends to commit a felony involving serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to the officer or another if the subject is not immediately apprehended.
2. Where feasible, officer(s) shall identify themselves as a Security officer(s) and provide warning of the intent to use deadly force.
3. Deadly Force Restrictions
  - a. Deadly force should not be used against persons whose actions are a threat only to themselves or property.
  - b. Warning shots are prohibited
  - c. Firearms shall not be discharged at a moving vehicle unless
    1. A person in the vehicle threatening the officer or another person with deadly force by means other than the vehicle; or
    2. The vehicle is operated in a manner deliberately intended to strike an officer or another person, and all other reasonable means of defense have been exhausted (or are not present or practical), which includes moving out of the path of the vehicle.
  - d. Firearms shall not be discharged from a moving vehicle except in exigent circumstances. In these situations, an officer must have an articulable reason for this use of deadly force.
  - e. Chokeholds are prohibited unless deadly force is authorized.

## **USE OF FORCE REPORTS**

### **POLICY**

Whether directly involved with the use of force, or just witnessing it, all Security officers shall document:

- A.** Any use of force which results in a person's death, physical injury, or complaint of physical injury.
- B.** Any situation in which a weapon was displayed and could be considered to be an aggressive action against an individual.
- C.** Any discharge of a firearm (excluding qualification or training, or the shooting of an injured animal).
- D.** Any discharge of an extended range, non-deadly weapon (excluding training).
- E.** Any discharge of a Conducted Electrical Weapon (excluding training or testing).

### **PROCEDURE**

Immediately upon the resolution of an event as described in "Use of Force Reports-Policy" (above), the officers involved will ensure that any persons involved in the incident are safe and out of danger and that medical assistance has been addressed. All officers directly involved in, or witnessing, a use of force as

defined above shall ensure that a non-involved supervisor has been notified as soon as reasonably possible. That supervisor shall immediately make notification to department administration by following the department's notification procedure.

As soon as possible and before going off duty, the Security officer directly involved shall make a detailed written report documenting the incident which shall include a detailed description of events justifying the Security officer's actions taken. As soon as possible and before going off duty, all officers witnessing a use of force by another officer shall make separate written reports documenting what was observed. These reports are for internal use by the department and are in addition to any criminal report necessary for the criminal justice system. The Director/Chief of Security may approve a delay in producing the written reports if special circumstances exist.

## **REVIEW**

The Campus Security Director or designee shall review each use of force incident described in E.2.1 and take appropriate action as befits the situation and required by law.

## **3. TRAINING**

All Security officers shall receive training, at least annually, on this use of force policy and related legal updates. In addition, training shall be provided on a regular and periodic basis and designed to:

- A.** Provide techniques for the use of de-escalation and reinforce the importance of de-escalation;
- B.** Simulate actual shooting situations and conditions; and
- C.** Enhance officers' discretion, decision making and judgment in using less lethal and deadly force in accordance with this policy.
- D.** All use of force training shall be documented. The original documentation will be maintained in the human resources office and a copy will be in the office of the Campus Security Director.

# Kansas Policies

## Hiring and Orientation Policies

### Disability Accommodation

Kansas Wesleyan University complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the school will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your supervisor(s). You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the school will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the school in connection with a request for accommodation will be treated as confidential.

The School encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the School is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the School.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The School will not discriminate or retaliate against employees for requesting an accommodation.

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Kansas Wesleyan University is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The School is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The School will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential

manner. The school will take appropriate corrective action, if and where warranted. The school prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor(s) or any other designated member of management.

### Policy Against Workplace Harassment

Kansas Wesleyan University has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### Sexual Harassment

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

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the School or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties, or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;

- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify the Human Resources office, 785-833-4303, HR@kwu.edu, or any member of management.

The School prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the School determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the school may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the school will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

The purpose of this policy provides a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. This policy applies to non-faculty employees. Related faculty issues are governed by the Faculty Handbook.

Kansas Wesleyan University (KWU) encourages employees to work together harmoniously. Employee misconduct is ordinarily addressed through progressive discipline consisting of four steps: verbal warning, written warning, suspension, and termination. Serious offenses may result in immediate suspension or termination.

KWU's progressive discipline policy and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues.

### **PROCEDURES**

- A. KWU reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and performance issues have on the organization.
- B. Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between KWU and its employees.

### **Progressive Discipline Steps**

Step 1: Counseling and verbal warning: creates an opportunity for the immediate supervisor to bring attention to the existing performance, conduct or attendance issue. The supervisor should discuss with the employee the nature of the problem or the violation of company policies and procedures. The supervisor is

expected to clearly describe expectations and steps the employee must take to improve the employee's performance or resolve the problem. Within five business days, the supervisor will prepare written documentation of the verbal counseling. The employee will be asked to sign this document to demonstrate his or her understanding of the issues and the corrective action.

Step 2: Written warning: the written warning involves more formal documentation of the performance, conduct or attendance issues and consequences.

During Step 2, the immediate supervisor and another manager will meet with the employee to review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee's continued failure to meet performance or conduct expectations.

A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. The written warning may also include a statement indicating that the employee may be subject to additional discipline, up to and including termination, if immediate and sustained corrective action is not taken.

Step 3: Suspension and final written warning: some performance, conduct or safety incidents are so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal sequence of the progressive discipline policy and procedures are subject to approval from a next-level manager and HR.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage and hour employment laws. Nonexempt employees may not substitute or use an accrued PTO in lieu of the unpaid suspension. In compliance with the Fair Labor Standards Act (FLSA), unpaid suspension of exempt employees is reserved for serious workplace safety or conduct issues. HR will provide guidance to ensure that the discipline is administered without jeopardizing the FLSA exemption status. Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee of wrongdoing.

Step 4: Recommendation for termination of employment: the last and most serious step in the progressive discipline process is a recommendation to terminate employment. Generally, KWU will try to exercise the progressive nature of this policy by first providing warnings, issuing a final written warning, or suspending the employee from the workplace before proceeding to a recommendation to terminate employment. However, KWU reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

The employee's manager's recommendation to terminate employment must be approved by Human Resources (HR) and the division director or designate. Final approval may be required from the President or designate.

## **Appeals Process**

Employees will have the opportunity to present information to dispute information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee's performance or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, then the employee will have five business days after each of those meetings to present such information.

## **Performance and Conduct Issues Not Subject to Progressive Discipline**

1. Behavior that is illegal is not subject to progressive discipline and may result in immediate termination. Such behavior may be reported to local law enforcement authorities.
2. Similarly, theft, substance abuse, intoxication, and acts of violence at work are also not subject to progressive discipline and may be grounds for immediate termination.

## **Documentation**

The employee will be provided copies of all progressive discipline documentation, including all PIPs. The employee will be asked to sign copies of this documentation attesting to his or her receipt and understanding of the corrective action outlined in these documents.

Copies of these documents will be placed in the employee's official personnel file:

Performance Improvement Plan (PIP)

## **Benefits**

### **Jury Duty Leave**

Kansas Wesleyan University encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor(s) as soon as possible to make scheduling arrangements.

For employees who are three quarter-time or above, non-temporary, administrative or staff employee who are summoned to jury duty, the university continues salary during active jury duty for up to a maximum of fifteen working days per calendar year. Employees are also permitted to retain the allowance received from the court for such service. Employees who are not at least  $\frac{3}{4}$  time are given time off without pay while serving jury duty. All employees are allowed unpaid time off if summoned to appear in court as a witness. Employees may use accrued paid time off for any unpaid jury or witness duty leave. No deductions will be made for partial workweek absence due to jury or witness duty from the salary of exempt employees who have exhausted their paid leave or who are ineligible for paid leave.

To qualify for jury or witness duty leave, employees must submit to the Human Resources representative.

- A copy of the summons or subpoena to serve;
- Proof of service when the period of jury or witness duty is completed.

Kansas Wesleyan University will make no attempt to have employees' service on a jury postponed except where business conditions necessitate such action.

### **Leave for Victims of Domestic Violence/Sexual Assault**

Kansas Wesleyan University will provide employees who are victims of domestic violence or sexual assault up to five days of leave per calendar year to:

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

An employee may elect to use unpaid leave if accrued PTO is unavailable.



In order to obtain leave under this policy, you must provide reasonable advance notice of your intention to take leave, unless such advance notice is not feasible. If an unscheduled absence occurs, School will not take action against you if, within 48 hours after the beginning of the unscheduled absence, you provide certification to the school as described below. Appropriate forms of documentation include:

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

Any information provided by you regarding a request for leave will be kept confidential to the extent allowed by law.

Leave under this policy is unpaid; however, exempt employees may receive pay as required by law. You may opt to use PTO in place of unpaid leave.

The School will not retaliate against employees who request or take leave in accordance with this policy.

### **Voting Leave**

KWU provides leave on the day of an election conducted by a county election officer in Kansas if the polls are open for less than two consecutive hours both before work begins and after work ends.

Employees are entitled to two consecutive hours off from work during the hours the polls are open, including the employee's usual non-working hours other than the employee's regular lunch period.

For example, if the polls are open from 7:00 AM to 7:00 PM: An employee working an 8:00 AM to 5:00 PM shift (with a one-hour unpaid meal period from 12:00-1:00 PM) is not entitled to any leave time, because the employee has two consecutive hours of non-work time at the end of the day before the polls close to vote. However, an employee working an 8:30 AM to 5:30 PM shift (with a one-hour unpaid meal period from 12:30-1:30 PM) is entitled to 30 minutes of leave at the beginning or end of the shift to vote. The employer can decide when to grant the leave, but it cannot include the employee's regular lunch period.

Leave granted under this provision is paid leave not assessed against accrued PTO.

## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Kansas Wesleyan University Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the school has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the [[position or title]] of the school. I also understand that any delay or failure by the School to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the School or affect the right of the School to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized School representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized School representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Kansas Wesleyan University.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources.

---

Signature

---

Date

---

Print Name