



Kentucky Wesleyan College

Employee Handbook

2021-2022

TABLE OF CONTENTS

Section I: All Employees	5
Employee Acknowledgement	6
Introduction	7
General Information	8
Selection and Hiring	8
Equal Opportunity Employer.....	9
Diversity and Inclusion Statement.....	9
Nondiscrimination	9
Background Checks	9
COVID Pandemic Vaccination.....	10
Employment of Relatives	10
Employment Forms and Information	10
Employee Identification.....	11
Hire Date and Seniority Date.....	11
Pay Dates	11
Direct Deposit	11
Pay Corrections.....	11
Pay Increases.....	11
Technology on Campus	12
Social Media	12
Phones and Cell Phones.....	12
Confidentiality	13
Professional Conduct.....	13
Conflict of Interest	13
Dress/Appearance	13
Parking on Campus.....	14
Campus Community Meetings.....	14
Bulletin Board Policy.....	14
Smoke Free Campus.....	14
Animals on Campus.....	15
Visitors and Guests	15
Weather-Related and Emergency Closings	15
Lost and Found	15
College Purchases	15
Use of College Property.....	15
Intellectual Property.....	15
Solicitation Policy.....	16
Unsolicited Business Gifts.....	16
Outside Employment	16
Political Activities.....	16
Gambling/Tournament Pools.....	16
Campus Safety and Security.....	16
Missing Students.....	17
Sexual Harassment and Sexual Assault.....	17
Consensual Sexual Relationships	17
Drug Free Workplace	17
Employee Substance Abuse Policy.....	18
Employee Substance Abuse Prevention Policy	18
Criminal Convictions.....	19
Driving and Insurability.....	19
Violence in the Workplace	19
Weapons on Campus	19
Whistleblower Policy.....	20
Disability Accommodation.....	20

Family and Medical Leave	20
Military Leave.....	21
Personnel Records.....	21
Release of Employment Information.....	21
Insurance Coverage	22
Health Insurance	22
Dental Insurance	22
Vision Insurance	23
Life Insurance	23
Supplemental Insurance.....	23
Worker’s Compensation	23
Other Employee Benefits	24
Retirement Plans	24
Tuition Remission.....	24
CIC Tuition Exchange Program.....	27
Tuition Exchange Scholarship Program.....	27
Memorial Tuition Scholarship.....	27
No-Interest Employee Loans	28
Relocation Reimbursement.....	28
Recognition Program	28
Leadership Owensboro	28
Library Learning Center	28
Employee Health Program.....	29
Tickets/Admission	29
Panther’s Den Store	29
Food Service	29
Check Cashing.....	29
Section II: Staff Members.....	30
General Information for Staff.....	31
At-Will Employment	31
Employment Status: Full-Time, Part-Time, Temporary Staff	31
Exempt and Nonexempt Staff	31
Position Descriptions	32
Hours of Work	32
Rest Periods and Meal Breaks	32
Timesheets	33
Overtime	33
Comp Time	33
Call Back Pay for Facilities	33
Deviations for the Regular Schedule.....	34
Employment of Staff on Special Events.....	34
Suggestions and Complaints.....	34
Time Off Without Pay	35
Performance Review.....	35
Disciplinary Action.....	35
Employee Resignation/Termination.....	35
Staff Retirement.....	36
Staff Reductions.....	36
Benefit time	36
Paid time off.....	36
PTO for Coaches	38
PTO Days Donation Program	38
Holidays	40
Bereavement Time.....	41
Jury Duty.....	41
Other Staff Benefits.....	41

Professional Development	41
Condolences	41
Employee Gifts and Receptions	41
Section III: Faculty Members	43
Faculty Leaves	44
Sick Leave	44
Sabbaticals	44
Educational Leave	45
Other Leaves	46
Section IV: Appendices	47
Appendix A: Title IX Sexual Misconduct & Discrimination Policy Manual	48
Appendix B: Employee Rights and Responsibilities Under the FMLA	77

Section I: All Employees

EMPLOYEE ACKNOWLEDGEMENT
for the Kentucky Wesleyan College Employee Handbook

I acknowledge that I have been provided with the website address (<https://intranet.kwc.edu/human-resources/employee-handbook/>) to access the Kentucky Wesleyan College Employee Handbook (“the Handbook”), and I understand that I may request a paper copy of the Handbook from Human Resources.

As an employee of Kentucky Wesleyan, I understand and agree that I am required to abide by the rules and policies of the College, including but not limited to those in this Handbook. It is my responsibility to read and obtain clarification if necessary about the various policies and procedures. I understand that the Employee Handbook is intended to provide an overview of the personnel policies and procedures of the College and is not intended to represent all policies or possible applications. At any time, the College may add, change, or rescind any policy or practice at its sole discretion, with or without notice. Upon posting, the most recent version of this Handbook supersedes all previous versions. It is the responsibility of each employee to stay informed of policies and procedures affecting them. I know that this Handbook and other College-related documents are available on the Wesleyan intranet and website and that it is my responsibility to check this source regularly for changes.

I also understand that nothing in this Handbook constitutes an employment contract, expressed or implied, but rather serves as a guide to some policies of the College. I further agree that these policies and practices do not create any express or implied employment contract or covenant of any type between the College and me.

By signing below, I certify that I have read, understood, and agree with all the statements above.

Employee name (please print)

Employee signature

Date

Please complete and return this acknowledgement to Human Resources within 14 days of hire.

INTRODUCTION

WELCOME

Welcome to Kentucky Wesleyan College! We believe that outstanding people are the key to success. Through the efforts of our employees, the College has become a leader in the educational community. To ensure continued success, it is important that all employees understand College policies and procedures. This Employee Handbook will familiarize you with the College's personnel policies, and you are encouraged to use it as a valuable resource for understanding Kentucky Wesleyan College's philosophy.

This Employee Handbook is composed of three sections. The first section includes policies that apply to all Kentucky Wesleyan employees, including faculty and staff. The second section contains policies that only apply to staff members, and the third section contains policies that only apply to faculty members.

MISSION STATEMENT

Kentucky Wesleyan College, in partnership with the United Methodist Church, fosters a liberal arts education that nourishes and prepares students intellectually, spiritually and physically to achieve success in life.

THE WESLEYAN WAY

At Kentucky Wesleyan, we believe in an education that goes far beyond the textbook, the computer screen, or the written exam. Leaders of the next generation are those who have been educated with a broad view of how relationships matter in the overall success of our world.

Consequently, we believe in "The Wesleyan Way" of learning and living. The Wesleyan Way is based on four principles we incorporate into every single thing that we do:

1. We do everything with honor.
2. We always support each other.
3. We will compete with integrity.
4. We love each other in Christ.

AN EDUCATION COVENANT OF PARTNERSHIP

Continuing 250 years of commitment to church-related education, the Council of Bishops of the United Methodist Church, the National Association of Schools, Colleges, and Universities of the United Methodist Church, and The General Board of Higher Education and Ministry of the United Methodist Church commit to this education covenant as partners in mutual service and support.

As evidence of our commitment to a vibrant and meaningful relationship between the educational institutions and the church, we will:

- * **CREATE** an inclusive and celebrative atmosphere that nurtures and supports the faith journeys of students, faculty, and staff;
- * **UPHOLD** the vital principle of academic freedom where there is open and honest pursuit of knowledge and wisdom without restriction and with respect for the integrity of each educational institution and the church;
- * **STRESS** through teachings and example the worth and dignity of each person, an emphasis on voluntary community service, and concern for international relations;
- * **PREPARE** students, regardless of social standing, ethnic identity or gender, for lives of intellectual vigor, moral integrity, and spiritual fulfillment, not just as a personal benefit, but for leadership in a new century;
- * **PROVIDE** support and service to each other wherever appropriate and mutually agreed upon;
- * **AFFIRM** this relation between the church and the educational institutions openly and with pride in our mutual history and shared potential for the future;

Endorsing this Education Covenant of Partnership, we, the representatives of the church and the educational institutions, affirm one another and pledge our support to provide quality education and to be more vital and vibrant faith communities as we prepare individuals for lives of committed service.

GENERAL INFORMATION

SELECTION AND HIRING

Employment openings are posted on the Kentucky Wesleyan College website and on campus email, with other outlets utilized as appropriate for the available position and type of search being conducted. The College may, at its discretion, choose not to post an opening. The College may use job-related tests to determine an applicant's skills and/or knowledge.

All new and modified positions must be approved before any employment action is taken. The Position Request Form, available on the PantherNet, should be completed with the appropriate information and approval signatures. This applies to full-time, part-time, regular, temporary, faculty, and staff positions. Exception to this is granted for part-time faculty positions as the need for their employment is often unpredictable due to the fluid needs of the student body.

Selected candidates are offered employment with the understanding that they must be able to satisfactorily perform the jobs for which they are hired with a reasonable amount of orientation, training, and/or reasonable accommodation. Official offers of employment must be made by Human Resources (using the appointment letter for staff) or the Academic Dean's Office (using the faculty contract for faculty) to be valid. New employees are given a letter of appointment detailing their position, compensation, job duties, and supervisor. Many employee benefits cannot be negotiated as they must follow the requirements in plan documents.

EQUAL OPPORTUNITY EMPLOYER

The College is an equal opportunity employer. Hiring decisions and other employment decisions (e.g., compensation, promotion, termination, etc.) are made on the basis of the person's qualifications. Qualifications are any factor that may affect the person's ability to do the job and include but are not limited to training, experience, skills, aptitude, and past performance. Such decisions are made on a nondiscriminatory basis. Employment decisions are made without respect to color, race, national origin, religion, sex, sexual orientation, gender identity, age, genetic disposition, disability that does not relate to the job, veteran status or any other basis that would be in violation of any applicable federal, state, or local law.

DIVERSITY AND INCLUSION STATEMENT

Kentucky Wesleyan College values the unique contributions of all members of our campus community. As part of our mission to prepare future leaders intellectually, spiritually, and physically, we strive to provide an atmosphere that encourages and challenges all members of the Kentucky Wesleyan College campus community to exhibit an understanding and appreciation of cultural and human differences. We are committed to being a community that reflects the diversity of our larger society. We expect all members of our institution to actively create and maintain an inclusive learning and living environment that embraces diversity in all forms, including race, ethnicity, gender, gender identity, socio-economic status, national origin, sexual orientation, disability, religion, and thought.

NONDISCRIMINATION

Kentucky Wesleyan supports a culture of fairness and mutual respect. A policy of nondiscrimination is maintained in the College's educational and employment policies. The College does not discriminate on the basis of color, race, national origin, religion, sex, sexual orientation, gender identity, age, genetic disposition, disability that does not relate to the job, veteran status, or any other basis that would be in violation of any applicable federal, state, or local law. Discrimination and harassment based on any protected status are unlawful and against college policy.

BACKGROUND CHECKS

In an effort to provide a safe and secure environment for students, employees, and visitors, the College conducts background checks on employment candidates, employees, and volunteers. Persons in these categories are required to sign a disclosure and authorization form to allow the College to conduct a thorough background check. This process is necessary to ensure that the applicant has the required education or skills, a safe driving record, no job-relevant criminal convictions, no history of sexual abuse/sexual misconduct, or other issues that may jeopardize the safety or welfare of the College's employees, students, or guests. Convictions will be evaluated on the basis on the nature and gravity of the offense, the time since the offense (or completion of sentence), and the nature of the position.

The College reserves the right to conduct background checks at any time, for any reason, and to act based on the results, under the same criteria as above. For insurance reasons, background checks will be re-screened at a minimum of every five years. Motor vehicle records will be re-screened annually for employees or volunteers who drive College vehicles (whether owned or leased) or who drive any vehicle on behalf of the College or for college-related business. More information on this is available in the "Business Policies and Procedures" available on the PantherNet.

COVID PANDEMIC VACCINATION

To provide and maintain a workplace that is free of known hazards, the College adopted a mandatory COVID-19 vaccination policy to safeguard the health of employees from the virus. This policy is based on guidance from the Centers for Disease Control and Prevention (CDC) and state health authorities. All employees who work on campus are required to be fully vaccinated against COVID-19 unless a reasonable accommodation for disability or religious reasons is requested and approved.

Under federal and state law, employees can request an accommodation to this policy due to a disability and/or medical contraindication, or sincerely held religious beliefs.

- Under the Americans with Disabilities Act (ADA), employers are required to provide reasonable accommodation to qualified employees with a disability, unless doing so poses a direct threat to the health and safety of the employee or others in the workplace or creates an undue hardship. Undue hardship here means a significant difficulty or expense to the employer.
- Under Title VII of the Civil Rights Act (Title VII), employers are required to accommodate an employee's sincerely held religious belief, unless doing so creates an undue hardship to the employer. Undue hardship here means more than a minimal burden on the operation of the organization and does include jeopardizing health.

Accommodation requests should be made by submitting the Medical Accommodation Request Form for COVID Vaccination or the Religious Accommodation Request Form for COVID Vaccination to Human Resources as soon as possible to begin the interactive accommodation process. The interactive process involves a good-faith effort by the employer and the employee to discuss the employee's specific circumstances to determine what accommodations may be reasonable and necessary. Please note, if an accommodation is granted, pursuant to current CDC and local public health guidance, the unvaccinated employee must continue the use of face coverings while on campus.

Vaccination accommodation requests based on personal preference are not protected by law and will not be approved. Employees who work on campus are required to be fully vaccinated against COVID-19 unless an accommodation is approved. As of July 1, 2021, employees working on campus who are not vaccinated against COVID-19 with both doses of Pfizer or Moderna or the single dose of J&J or who have not requested an accommodation will be considered to have voluntarily resigned their position with the College.

EMPLOYMENT OF RELATIVES

The College allows relatives of current employees to be employed at the College. However, direct or indirect supervision by a close family member is not allowed. Here, close family members are defined as a parent, spouse, sibling, child, grandchild, grandparent, mother-in-law, and father-in-law. If this situation does develop, one of the parties will be required to resign, unless there is a suitable, open position in another area to which one of the employees can transfer.

EMPLOYMENT FORMS AND INFORMATION

New employees are required to complete a Form I-9, Employee Eligibility Verification, on or before the first day of employment. This form requires specific forms of identification to be presented, as listed in the instructions. The form is available from the U.S. Citizenship and Immigration Services website. Please contact Human Resources for more information.

Tax forms should also be completed. Typically, these include Form W-4, Employee's Withholding Allowance Certificate for federal taxes and Form K-4, Employee's Withholding Exemption Certificate

for Kentucky state taxes. Paychecks for anyone not completing these forms will be calculated as directed by the instructions for the form.

New employees will be provided information on the College's benefits as applicable to the employee's position. All employees will receive information on the College's retirement plan. Full-time employees will receive information on the College insurance offerings. Any employee who does not receive this information should contact Human Resources.

EMPLOYEE IDENTIFICATION

Employees should have a college identification card (ID) made at the Student Life Office. This ID may be used to verify the person is a college employee, to use the door access system on certain campus doors, to check out material from the library, to purchase food on campus, and to access discounts available to employees. Employee ID's should be turned in when employment ends.

HIRE DATE AND SENIORITY DATE

An employee's hire date is the date on which he or she began employment at the College, whether full-time or part-time. An employee's seniority date (sometimes called an anniversary date) is the date on which he or she was hired or transferred into a full-time position. The seniority date is used in computing length of service for full-time benefits and service awards.

If there is a break in employment for any amount of time, the employee's hire date begins again on the date the employee is rehired. Likewise, a new seniority date begins when an employee returns to full-time status. During an approved leave, hire dates and seniority dates remain the same.

PAY DATES

Nonexempt employees are paid every two weeks on Friday. Exempt employees are paid once a month, on the last working day of the month. If a pay date falls on a holiday, paychecks will be deposited on the last workday before the holiday. If an exempt staff member is hired after the beginning of a pay period, that paycheck will be prorated according to the start date. Annual salaries for faculty are paid over 12 months, with the first check processed in September.

DIRECT DEPOSIT

Direct deposit is required for all employees. Paychecks can be direct deposited to any financial institution that participates in the electronic funds transfer program (EFT). Employees may divide their deposit among multiple banks and/or accounts. Check stubs are distributed through the campus mail.

PAY CORRECTIONS

The College takes steps to ensure the accuracy of employee paychecks. It is each employee's responsibility to review his or her paycheck for accuracy (including personal information, compensation, taxes, and deductions). In the event of an error, the employee should promptly contact Human Resources. Generally, the correction will be made on the next regularly scheduled pay date. If an employee has questions about his or her paycheck, he or she should contact Human Resources.

PAY INCREASES

When granted, across the board pay increases are typically effective on September 1 for employees who have been continuously employed in a regular College position since April 1 of that same year. However, the determination of the increase amount, processes, and administration depends on the Board of Trustees and may change from year to year.

TECHNOLOGY ON CAMPUS

College employees are given access to campus technology (email, software programs, etc.) as appropriate for their position and duties. Employees must safeguard all passwords and not share them with others. Employees may be held responsible for any activities that happen under their accounts or logins. Please see the Information Technology Policy Handbook, available on the PantherNet, and the following sections for more information. Employees who violate any of these policies may be subject to disciplinary action, including loss of technology privileges and termination of employment.

All activities on college-provided technological services and equipment are subject to monitoring and access by the College. These services are not private. This includes but is not limited to voicemail, email, and internet usage.

The College maintains an email system for employees and students for business and educational purposes. As a condition of employment, all employees are required to activate and read their Kentucky Wesleyan email. The College reserves the right to limit, restrict, or discontinue any email account at any time. When employment ends, the employee's email account will be deactivated.

Email may not be used, intentionally or not, to harass or defame others. Spamming is prohibited. Sending an email should be viewed the same as writing a memo and signing one's name.

The PantherNet is Kentucky Wesleyan's intranet site. This site contains important information, policies, and forms for employees. If any Wesleyan employee does not have access to a computer in his or her workspace, he or she may access the PantherNet on computers in Rogers' Hall and the Library Learning Center. It is the employee's responsibility to use the intranet to stay aware of policies and changes.

Internet access is provided as a resource to employees for work-related purposes and is not intended for personal use. Employees who spend too much time on the internet for personal reasons will be subject to disciplinary action, up to and including termination.

SOCIAL MEDIA

Kentucky Wesleyan has a Social Media Policy, available on the PantherNet, which applies to all employees and to anyone who manages or posts on behalf of the College. The policy includes procedures to follow when posting on social media on behalf of the College as well as suggestions to consider when posting on social media in general. Nothing in this policy is designed or intended to interfere with, restrain, or prevent employees from communicating about their wages, hours, or other terms or conditions of employment.

PHONES AND CELL PHONES

Personal phone calls and texts should be kept to a minimum (number and duration) while working and made discreetly. Services to students and other employees should not be disrupted. Phone ring tones should be set to a low volume and be non-offensive. The College will not be liable for the loss of or damage to personal cell phones brought to work. If applicable, employees must reimburse the College for charges related to personal calls made on college phones.

Some cell phones have been purchased by Kentucky Wesleyan for use by specific employees or positions. These phones are College property. Upon resignation, termination, or request, the employee must return the phone within the timeframe given. An employee who cannot present the cell phone in good working condition within the requested timeframe may be held liable for the cost of replacement. In some circumstances, an employee may utilize his/her personal cell phone for college-related business

(e.g., Officers of the College; others will be considered on a case-by-case basis). Supervisors may authorize reimbursement to the employee for an appropriate amount of the costs in these circumstances. Please see the Cell Phone Policy and Procedures, available on the PantherNet, for information.

Cell phone use while driving can distract drivers and increase the likelihood of an accident. Anyone using a college vehicle or personal vehicle for college-related business may not use a cell phone while driving. The driver must pull off the road before answering or initiating a call. Any employee charged with traffic violations or accidents due to or contributed to by cell phone usage while driving for the College will be responsible for the resultant liabilities and/or damages.

CONFIDENTIALITY

Employees who have access to confidential information must exercise good judgment and discretion in carrying out their job responsibilities and in safeguarding that information. Confidential information obtained as a result of employment with or admission to the College must not be disclosed to anyone other than those who have a business need or right to know the information. It may not be used by any employee or former employee for personal gain. Use or disclosure of such information could result in penalties against the employee and/or former employee as well as the College. Employees who breach confidentiality are subject to disciplinary action, up to and including termination.

Kentucky Wesleyan employees are subject to the requirements of the Family Educational Rights and Privacy Act of 1974 (FERPA) regarding the privacy rights of students. Please see the Student Information Privacy Policy, available on the PantherNet, for more information.

PROFESSIONAL CONDUCT

All Kentucky Wesleyan College employees are expected to follow a high standard of conduct at all times. This includes obeying all laws and statutes, following College policies, and treating others with dignity and respect. Inappropriate behavior may lead to disciplinary action, up to and including termination of employment.

CONFLICT ON INTEREST

Conflicts of interest are situations in which employee may have the opportunity to influence the College's business decisions in ways that could lead to personal gain or give improper advantage to an associate. The College's Conflict of Interest Policy, available on the PantherNet, should be reviewed by all employees. Potential conflicts should be disclosed immediately. A Conflict of Interest Disclosure Statement will be completed by employees when hired and annually thereafter.

DRESS/APPEARANCE

Employees are required to present a clean, well-groomed appearance at all times. Employees should dress and groom themselves as appropriate for the requirements of their position and job duties. If differences of opinion about the appropriateness of an employee's attire or grooming arise, the decision will be made by that employee's supervisor. Supervisors may make exceptions to the dress policy for departments, specific positions, on certain days, and/or for certain tasks.

Faculty and staff may use the following guidelines when determining appropriate dress during the academic year and the summer months:

Acceptable: slacks, pants, skirts, dresses, capris, khaki pants, appropriately fitting leggings, shirts with collars, polo shirts, turtlenecks, sweaters, sweatshirts, athletic shoes, sneakers, loafers, casual boots, sandals

Unacceptable: jeans (except as noted below), shorts of any kind or length, miniskirts, athletic warm up suits, sweatpants, jogging pants, casual t-shirts, any clothing with bars, alcohol, bands, or offensive material; tank, halter, or crop tops, bodysuits, any shoes that are dirty, ripped, or untied, flip flops, hats, any inappropriately fitting clothing

On Fridays throughout the calendar year, the College will observe Wesleyan Pride Fridays. On these days, employees may wear jeans if they are paired with a Kentucky Wesleyan shirt or top. The College may suspend the observance of Wesleyan Pride Friday for special events or occasions. Employees may also wear jeans when the weather causes the closing of the local school systems (i.e., Daviess County Public Schools, Owensboro City Schools).

PARKING ON CAMPUS

Parking stickers are issued by the Student Life Office to employees, volunteers, and students. Vehicles without these stickers may be ticketed. Specific parking spaces are marked and reserved for visitors and handicap parking. Other parking spaces are available on a first come, first serve basis. People parking inappropriately are subject to ticketing and/or towing by the College as well as law enforcement.

CAMPUS COMMUNITY MEETINGS

Campus community meetings are held as needed to address important issues. All employees are encouraged to attend. An opportunity to bring concerns and questions to the attention of management is often a part of these meetings. Meetings are announced through the campus email.

BULLETIN BOARD POLICY

Kentucky Wesleyan employees and students may post appropriate items on bulletin boards for campus-related activities and announcements without approval of Public Relations. External individuals wishing to post material not related to the College must first obtain approval from Public Relations. All posters, flyers, announcements, advertisements, etc. should be posted on bulletin boards only. Anything posted on an area other than a bulletin board will be taken down and discarded. Outdated material will be removed from the bulletin boards and discarded periodically.

SMOKE FREE CAMPUS

Effective May 1, 2020, Kentucky Wesleyan will become a tobacco-free campus. The use of any tobacco product on campus property including but not limited to cigarettes, e-cigarettes, cigars, hookah and smokeless tobacco will be prohibited. The new policy will apply to all individuals on campus including employees, students, and visitors.

Kentucky Wesleyan College is committed to providing a safe and healthy environment for its employees and students. Research has clearly demonstrated that smoking and secondhand smoke constitute significant health hazards. Wesleyan's campus is a smoke-free campus. Smoking on campus is prohibited. Smoking as it is used here includes smoking or holding a lighted or smoldering cigarette, electronic cigarettes (or e-cigs), cigar, or pipe of any kind. This policy applies to all employees, students, and visitors (including but not limited to guests, volunteers, contractors, and consultants) while on campus. This policy applies to all areas of campus (including but not limited to campus buildings, parking lots, and sports and recreational facilities) and to all vehicles owned, loaned, leased, or rented by the College. Employees who violate this smoke-free campus policy are subject to disciplinary action, up to and including termination.

ANIMALS ON CAMPUS

Except in Resident Director suites, animals are not allowed in any College buildings except as an approved accommodation for a disability or for educational or research purposes. Pets are allowed in Resident Directors' living quarters.

VISITORS AND GUESTS

Kentucky Wesleyan welcomes visitors to campus. All employees play an important role in making guests feel welcome. Family and friends are also welcome to visit campus. Employees should keep personal visits brief during work hours. Children are not to be in the workplace in lieu of childcare arrangements. Please see the Children on Campus policy on the PantherNet for additional information.

WEATHER RELATED AND EMERGENCY CLOSINGS

If a weather-related or emergency situation arises, the College's priority is the safety and well-being of students, employees, and guests. The decision to cancel classes or close the College will be based on the situation. College offices may be open when classes are canceled. Please see the Weather-Related and Emergency Class Cancellation or Campus Closing Policy on the PantherNet for more information.

LOST AND FOUND

Articles found on campus should be taken to Student Life. People who have lost an item should check with this office to see if it has been found. The College will not be responsible for lost or stolen items.

COLLEGE PURCHASES

The processes for purchasing equipment, services, and items vary according to the amount and type of expenditure. Please see the Business Policies and Procedures, available on the PantherNet, for more information. If legal counsel needs to be secured, please see the Retention of External Legal Counsel, available on the PantherNet, for more information.

The College has several local vendors set up for direct billing as well as various store credit cards for making purchases. Please see the Local Vendors listing on the PantherNet for the more information.

USE OF COLLEGE PROPERTY

Employees may use various pieces of college property during their employment. Employees have a responsibility to use College equipment in a careful, professional manner for work-related purposes. Inappropriate or careless use of college property may result in disciplinary action, up to and including termination.

The College has the right to access all of its equipment, offices, buildings, machines, etc. The College may search College property and personal property brought on to campus. Employees do not have a privacy interest in college material, equipment, or assets.

INTELLECTUAL PROPERTY

Kentucky Wesleyan College strives to foster the intellectual growth and creativity of its faculty, staff, and students by a variety of methods including encouraging the development and dissemination of ideas, discoveries, and tangible creations. The Intellectual Property Policy is intended to guide faculty, staff, and students in identifying, disclosing, protecting, and developing intellectual property, and seeks to clarify and define the ownership of works produced by members of the Kentucky Wesleyan community for their benefit and the benefit of the College. Please see the Intellectual Property Policy, available on the PantherNet, for more information.

SOLICITATION POLICY

All solicitations from departments, groups, athletic teams, etc. to raise funds for special annual projects must be approved in advance by the Advancement Office. Canvassing, selling, and offering items for sale by employees and non-employees is strictly prohibited on campus, in college buildings, and at college events without special permission from the Advancement Office. Please see the Solicitation Policy, available on the PantherNet, for more information.

UNSOLICITED BUSINESS GIFTS

No College employee may solicit or accept a gift or other item of monetary value that might influence or appear to influence the judgment or conduct of the employee in matters of college business (e.g., purchasing decisions, choice of vendors, etc.). Employees may accept occasional, unsolicited courtesy gifts or favors (such as lunches, tickets, food baskets, etc.) as long as the gift or favor has a market value of less than \$100, is customary in the industry, and will not influence or appear to influence the judgment or conduct of the employee in matters of college business. Any such gifts should be reported to the supervisor and should not be considered the property of any one employee. Bribes and kickbacks are strictly prohibited.

OUTSIDE EMPLOYMENT

The College does not have a policy that forbids employees from working another job outside of the College. However, employees must inform their supervisors if they are employed elsewhere. In addition, full-time faculty must receive written permission from the Vice President for Academic Affairs to hold an outside job. Employment at another organization may not interfere with the employee's duties at the College. If this does occur, or if there is a conflict of interest, the employee must resign from the other employment if they wish to remain employed by the College. Outside employment will not be considered a valid excuse for tardiness, absenteeism, refusal to work overtime, or poor performance.

POLITICAL ACTIVITIES

According to federal law for tax-exempt organizations, no substantial part of the activities of the College may constitute an attempt to influence legislation nor may the College participate or intervene in a candidate's political campaign for public office. Employees of the College must be aware of these prohibitions and may not engage in activities that would cause the College to violate them. No College board, committee, or other official body may express support for or against any political candidate for public office since those actions would be considered actions of the College as a whole. Individual political activities are not restricted (as opposed to activities on behalf of the College), but employees identified with the College must indicate that their statements or actions are their own and do not represent the College. An employee must inform his/her supervisor prior to officially announcing candidacy for public office or accepting such an office.

GAMBLING/TOURNAMENT POOLS

According to NCAA rules, anyone who is associated with the Athletics Department may not participate in any pool or fantasy league with an entry fee. Following the recommendation of the NCAA, although it is not against NCAA rules for employees to have a tournament pool with no money involved (e.g., for bragging rights only), no pools of any kind are allowed on campus during the NCAA Tournament or any other athletic contest.

CAMPUS SAFETY AND SECURITY

The Campus Safety and Security Plan provides procedures and guidelines for various safety-related or emergency situations, as well as an emergency call list for key personnel. It is important that all

employees are familiar with the contents of this Plan so that they may take the proper action in an emergency. Please see the Campus Safety and Security Plan, available on the PantherNet and upon request from the Business Office, for more information.

All employees are expected to help maintain a safe working environment. This includes using good judgment to prevent injuries, following safety rules, and reporting unsafe conditions to Facilities Services, Human Resources, or the supervisor.

Employees assume responsibility for taking security precautions at all times, such as locking offices when they are unoccupied, signing off computers, and not leaving valuables or keys unattended. Employees who are assigned keys or computer access codes, have job responsibilities involving confidential records, or are given access to confidential information should exercise good judgment and discretion in carrying out their job responsibilities. College keys may not be duplicated except through the Facilities Services. Employees are personally responsible for theft or loss of college funds in their possession. Do not retain cash in college offices. Cash and checks should be submitted to the Business Office with a completed transmittal form immediately. If a theft occurs, a written report of stolen property (College or personal) must be submitted immediately to the Business Office, which will coordinate local authorities and insurance carrier notification, if necessary.

MISSING STUDENTS

Employees who have information that a residential student may be missing must notify the appropriate College personnel. For commuter students, local law enforcement should be notified. Employees will be notified as appropriate to assist in the search. Please see the Missing Student Notification Policy and Procedures, available in the Student Handbook on the PantherNet, for information.

SEXUAL HARASSMENT AND SEXUAL ASSAULT

Kentucky Wesleyan College is committed to providing a working and learning environment that is free from sexual harassment and it is the policy of the College that sexual harassment in any form will not be tolerated. Please see Kentucky Wesleyan College's Title IX Sexual Misconduct and Discrimination Policy Manual, included in Appendix A and available the PantherNet, for more information. Management and supervisory personnel, at all levels, are responsible for taking reasonable and necessary action to prevent sexual harassment. All members of the College community, employees, and students are required to promptly report conduct that could be in violation of this policy.

CONSENSUAL ROMANTIC/SEXUAL RELATIONSHIPS

Kentucky Wesleyan's sexual harassment and interpersonal relationship policies prohibits any romantic and/or sexual relationship between an employee and a Wesleyan student [updated 11/08/21 to match College policies]. Relationships in which a differential of power exists between parties increase the risk of exploitation, favoritism, bias, and conflicts of interest. Possible violations of this policy will be investigated by the College's Title IX personnel. If any intimate relationship negatively affects job performance or behavior, the College may take disciplinary action, up to and including termination.

DRUG-FREE WORKPLACE

As a church-related Christian college, Kentucky Wesleyan is concerned about the health and well-being of its employees and recognizes the hazards involved with the abuse of alcohol and drugs. To protect employees, students, and guests, the College has adopted the following policies concerning alcohol, illicit drugs, and drug abuse. To simplify terminology within this section, the phrase "substance abuse" will be used to refer to alcohol abuse, the use and/or abuse of illegal drugs, and the abuse of legal drugs.

EMPLOYEE SUBSTANCE ABUSE POLICY

There are many risks associated with substance abuse, and all substance abuse includes some type and amount of risk. The level of risk depends on several factors, including the type of substance, the frequency of use, the amount used, previous substance abuse, family history, existing health conditions, etc. The health risks include, but are not limited to, damage to body organs, heart and lung problems, damage to the liver and digestive tract, malnutrition, infection and hepatitis, birth defects, convulsions, coma, damage to the bone marrow, impaired brain activity, permanent brain damage, and even death. There are additional risks from impaired judgment, mood disorders, and personality changes. Research shows that employees with substance abuse issues are more likely to have attendance problems, be involved in workplace accidents, and have reduced job performance. Substance use can create a physical need for and/or psychological dependence on the substance, making it more difficult to stop using the substance.

The College prohibits the possession, use, and abuse of alcohol; the possession of alcohol containers (either full or empty); and the illegal production, possession, use, or distribution of controlled substances, illicit drugs, or drug paraphernalia on college property or at college-sponsored functions with the following exceptions. As private residences, alcohol is allowed in the President's Home and in the Residence Directors' apartments for the personal consumption of the residents only. Aside from that, alcohol may only be served at campus events which meet all of the following conditions:

- The event is an official College-sponsored function.
- It is held on-campus at the President's Home.
- It received prior approval from the President's Office.
- The purpose of the event is to entertain a donor or prospective donor.
- The event organizer must ensure that all invited attendees are above the lawful drinking age.
- The organizer must ensure that non-alcoholic beverages and food are provided in reasonable quantity, in the same general area, and for the same time period, as the alcoholic beverages are accessible at the event.
- There must be a designated, responsible, full-time College employee who is present during the entire event.
- The designated employee and organizer, if present, must ensure that no noticeably intoxicated person is given or allowed to consume any additional alcohol from the event.
- No students are present. Alcohol may not to be served at any campus event where students are present.

Employees involved with the possession or use of alcohol (excepted as noted above), with the possession of alcoholic containers (full or empty), or with the possession or use of illicit drugs or drug paraphernalia on college property or at college-sponsored functions are subject to disciplinary action, including immediate termination of employment. Law enforcement authorities may also be contacted.

As a condition of employment, employees must notify the Director of Human Resources in writing of any criminal alcohol or drug statute conviction no later than five days after such conviction.

EMPLOYEE SUBSTANCE ABUSE PREVENTION POLICY

To assist employees and their families with potential issues of substance use and abuse, the College provides information on resources available. The primary resources for the prevention and treatment of substance abuse are health professionals, agencies, and clinics. Resources in the Daviess County area for the evaluation and treatment of substance abuse problems include:

Alcoholics Anonymous
1 Hanning Lane
Owensboro, KY 42301
270-683-0371

Narcotics Anonymous
270-686-2386

Counseling Associates
1316 Frederica Street
Owensboro, KY 42301
270-688-9003

River Valley Behavioral Health
1100 Walnut Street
Owensboro, KY 42301
270-683-4039

In addition, the Alliance for a Drug-Free Owensboro and Daviess County Resource Guide is available on the PantherNet and from Human Resources. This Guide includes resources on hotlines, prevention, treatment and recovery, shelters, and intervention. Employees are welcome to attend campus presentations on alcohol or drugs. Finally, employees on the College's health insurance plan may seek treatment and assistance under that plan's coverage.

CRIMINAL CONVICTIONS

For the safety and welfare of the campus community, employees are required to report arrests and criminal convictions to their supervisor and Human Resources within 24 hours of an arrest or a conviction. The College may take action against an employee based on a conviction or on the conduct underlying an arrest. In the case of an arrest, the College will conduct an investigation into the circumstances of the arrest with an opportunity for the arrested employee to address the situation. Arrests and convictions will be evaluated on a case-by-case basis. They will be evaluated relative to the nature and gravity of the offense and conduct with consideration given to the applicable circumstances; the time that has passed since the conduct, conviction, or the sentence completion; and the nature of the employee's position and responsibilities. College action may include but is not limited to suspension of privileges, suspension of employment, and termination of employment. Employees who fail to comply with this policy will be subject to disciplinary action.

DRIVING AND INSURABILITY

All employees who are required to drive a vehicle as a part of their responsibilities must be insurable at standard automobile insurance rates and acceptable to the College's insurance carriers to keep their positions. Others who may drive for the College must also be insurable and acceptable to the College's insurance carriers in order to do so. Anyone charged with traffic violations while driving a college-owned vehicle or on college business are solely responsible for all resultant liabilities. Please see the Business Policies and Procedures, available on the PantherNet, for more information.

VIOLENCE IN THE WORKPLACE

The College is committed to maintaining a safe work environment, free of violence, for all employees. The possibility of violence in the workplace is an unfortunate reality. Any form of violence at the College will not be tolerated, whether against employees, students, or visitors, and regardless by whom it is perpetrated. Examples of violence include, but are not limited to, verbal and written threats, physical aggression, or implied physical aggression. Any employee who behaves in a violent or threatening manner will be subject to immediate discipline, up to and including immediate termination and/or criminal charges. Incidences and threats of violence should be reported as soon as possible to the supervisor, the Director of Human Resources, any College Officer, or Campus Security. Incidences will be investigated and documented as necessary.

WEAPONS ON CAMPUS

Weapons, firearms, ammunition, and explosives are not permitted anywhere on the College campus. The carrying of concealed weapons is also prohibited. The Kentucky law (KRS 237.110) allowing licensed individuals to carry concealed weapons does not intend to limit, restrict, or prohibit the right of a college to control the possession of deadly weapons on its campus. In addition, the College is private property. Violations of this regulation will result in disciplinary action up to and including termination. In compliance with KRS 237.106, employees legally entitled to possess a firearm may possess a firearm or ammunition in his/her vehicle on college property. Please see the regulations for details.

WHISTLEBLOWER POLICY

The College encourages employees to report concerns to their immediate supervisors. However, there may be times when this traditional reporting system is not possible or practical. For those times, the College has devised a whistleblower policy. This policy should not be used for issues such as personal or employment grievances, general compensation and benefit complaints, or opinions on policy. Please review the Whistleblower Policy, available on the PantherNet, for additional information.

DISABILITY ACCOMMODATION

Kentucky Wesleyan is committed to complying with the Americans with Disabilities Act (ADA) as amended. Qualified individuals with a disability may request reasonable accommodation under the ADA if the disability affects job performance. The individual seeking accommodation must request such from his or her supervisor and provide adequate documentation about the disability and requested accommodation. The Employee Request for Reasonable Accommodation form is available on the PantherNet. Requests will be considered on a case-by-case basis.

FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act (FMLA), employees may request a maximum of 12 weeks of unpaid leave per year is available to eligible employees for certain family and medical reasons. To be eligible, an employee must have worked for the College for a minimum of 12 months, have worked at least 1250 hours during the 12-month period preceding the requested leave, and work at a site with at least 50 employees within 75 miles. After the leave, employees will be reinstated to the same or equivalent position (same pay and benefits) for which the employee is qualified as the one held when the leave began. If an employee is not able to return to work at the end of the FMLA period, he or she should contact Human Resources before the end of the approved leave to discuss the situation. If an employee does not return to work at the end of the approved FLMA leave period, the College will assume that the employee has resigned.

Employees may request up to 12 work weeks of FMLA leave within a rolling 12-month period measured backwards from the date an employee uses FMLA leave. In specific cases, up to 26 weeks of unpaid leave may be requested, as noted below. Employees may request FMLA leave:

1. for the birth and care of the employee's newborn child or the placement of a child with the employee for adoption or foster care (up to 12 weeks);
2. to care for a spouse, child, or parent with a serious health condition as defined under the law (up to 12 weeks);
3. for a serious health condition as defined by the Act which makes the employee unable to perform any one essential function of his/her job (up to 12 weeks);
4. for a qualifying exigency arising out of the fact that the employee's spouse, son or daughter, or parent is on covered active duty or has been notified of an impending call to covered active duty with the Armed Forces, including the National Guard and Reserves (up to 12 weeks); or
5. to care for the spouse, son or daughter, parent, or next of kin (nearest blood relative) of a covered service member with a serious injury or illness as defined by the Act (up to 26 weeks).

An employee must provide at least a 30-day notice before FMLA leave is to begin if the need for the leave is foreseeable. If that much notice is not possible and practical, notice must be given as soon as it is possible and practical, usually within one or two business days when the need for the leave becomes known. Employees are required to present certification confirming the need for the leave, as well as certification releasing the employee to return to work. Employees must follow all attendance policies until the leave is processed and approved. If the employee has any benefit time available (e.g., PTO for staff, sick leave for faculty), it must be used concurrently with FLMA.

Subject to the terms of the plan, health insurance coverage may be continued during approved FMLA leave under the same conditions and premiums as if the employee had continued to work. If the employee is on unpaid leave, he or she must continue to pay the employee portion of the health insurance premium on the usual schedule and must make arrangements to do so with Human Resources before the leave begins.

For more information, please see Appendix B, Employee Rights and Responsibilities under the Family and Medical Leave Act, contact Human Resources, and/or read the federal regulations concerning FMLA. To request FMLA, please contact Human Resources.

MILITARY LEAVE

Kentucky Wesleyan employees are allowed to participate in the National Guard and Reserves. Any employee who enters active military service of the United States will be granted a military leave of absence as required by law. Reservists or National Guard officers subject to summer training will be granted unpaid military leave for such training. Specific federal rules apply to the employee regarding military leave.

PERSONNEL RECORDS

Personnel records are kept in the Human Resources Office. It is important that these records be complete and up to date. It is the employee's responsibility to report changes in the following: legal name, marital status, home address, telephone number, changes in insurance coverage and beneficiaries, number of income tax exemptions, educational status, and any other pertinent personal information. Please notify the Director of Human Resources no later than ten days after the change date.

Personnel files are confidential and are the exclusive property of the College. They may be viewed by a college officer or supervisor when there is cause. Upon request and with appointment, employees may be allowed to review their personnel record in Human Resources the presence of the Director. Copies of personnel files will not be given to current or former employees without a subpoena or other court order.

RELEASE OF EMPLOYMENT INFORMATION

Upon request, the College will release certain employment information: employment status (employed or not employed; full or part-time; regular or temporary), position title, date of hire, and date employment ended, if applicable. For other information, the current or former employee must provide a signed authorization to Human Resources, after which the request will be considered. Any employee contacted for employment information on a current or former employee should forward the request to Human Resources.

The College understands that employees may want to assist others in a job search by providing a reference or recommendation; however, employees should be aware of the possible consequences, including legal ones, of providing such information (e.g., lawsuits of defamation, invasion of privacy,

negligent referral). Any employee contacted for a reference or recommendation concerning a current or former employee may provide a personal reference or recommendation if they choose to do so; however, the employee will be held liable for any ensuing consequences. Any personal recommendation or reference should not be placed on college letterhead.

INSURANCE COVERAGE

HEALTH INSURANCE

Full-time employees and their dependents are eligible for health insurance coverage. For the purpose of the health insurance plan only, full-time status is determined by the average number of hours worked. The College offers two different plans from a self-insured group health insurance program administered by a third-party administrator. Both plans feature an in-network office visit copay, with many medical expenses covered under co-insurance after the deductible is met. Prescription coverage is also included. The employee portion of the insurance premium is paid through payroll deduction on a pre-tax basis. It is responsibility of the employee to complete the application for coverage and any other required forms within the enrollment period. An employee who fails to do so loses his/her right to enroll on the plan until the next open enrollment period or the occurrence of a qualifying event. The plan and its terms are subject to change. Please see the plan documents or Human Resources for information and forms.

When employees leave the College, they may have the option of continuing their health insurance coverage according to the terms of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA). Only employees who were covered at the time of separation and who were not terminated on the grounds of gross misconduct are eligible. There are other qualifying events that entitle covered individuals to COBRA coverage, including the death of the employee, divorce or legal separation, a dependent that is no longer eligible, and others. Notices are sent to potential participants by a third-party administrator regarding their right to continue coverage, as well as the forms needed to do so. Timely completion of such forms, as well as payment of premiums, is the sole responsibility of the electing participant. Additional information is available in the plan documents.

DENTAL INSURANCE

Full-time employees and their dependents are eligible for dental insurance coverage. The plan features coverage for certain diagnostic and preventative services, as well as other services when in-network providers are used. The insurance premium is paid through payroll deduction on a pre-tax basis. It is responsibility of the employee to complete the application for coverage and any other required forms within the enrollment period. An employee who fails to do so loses his/her right to enroll on the plan until the next open enrollment period or the occurrence of a qualifying event. The plan and its terms are subject to change. Please see the plan documents or the Human Resources for information and forms.

When employees leave the College, they may have the option of continuing their dental insurance coverage according to the terms of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA). Only employees who were covered at the time of separation and who were not terminated on the grounds of gross misconduct are eligible. There are other qualifying events that entitle covered individuals to COBRA coverage, including the death of the employee, divorce or legal separation, a dependent that is no longer eligible, and others. Notices are sent to potential participants by a third-party administrator regarding their right to continue coverage, as well as the forms needed to do so. Timely completion of such forms, as well as payment of premiums, is the sole responsibility of the electing participant. Additional information is available in the plan documents.

VISION INSURANCE

Full-time employees and their dependents are eligible for vision insurance coverage. The plan features co-pays for vision exams and coverage for glasses or contacts when in-network providers are used. The insurance premium is paid through payroll deduction on a pre-tax basis. It is responsibility of the employee to complete the application for coverage and any other required forms within the enrollment period. An employee who fails to do so loses his/her right to enroll on the plan until the next open enrollment period or the occurrence of a qualifying event. The plan and its terms are subject to change. Please see the plan documents or Human Resources for information and forms.

When employees leave the College, they may have the option of continuing their vision insurance coverage according to the terms of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA). Only employees who were covered at the time of separation and who were not terminated on the grounds of gross misconduct are eligible. There are other qualifying events that entitle covered individuals to COBRA coverage, including the death of the employee, divorce or legal separation, a dependent that is no longer eligible, and others. Notices are sent to potential participants by a third-party administrator regarding their right to continue coverage, as well as the forms needed to do so. Timely completion of such forms, as well as payment of premiums, is the sole responsibility of the electing participant. Additional information is available in the plan documents.

LIFE INSURANCE

Regular full-time employees are provided term life insurance, paid for by the College. The life insurance coverage includes benefits for accidental death, dismemberment, and loss of sight. The life benefit amount is equal to two times the employee's (or two and one-half times an officer's) annualized base gross wage at Kentucky Wesleyan, rounded up to the next \$1,000 multiple, if not a multiple of \$1,000. The benefit amount may not exceed \$100,000 for employees (or \$1,000,000 for officers). Reductions in benefits apply at age 65 and 70. Coverage for spouses and/or children is also available at no cost to the employee. It is responsibility of the employee to complete the application for coverage and any other required forms within the enrollment period. The plan and its terms are subject to change. Please see the plan document or the Director of Human Resources for information and forms.

When employees leave the College, they have the option of continuing their life insurance coverage. Only employees who were covered at the time of separation are eligible. Notices are sent to former employees regarding their portability and conversion options. Proper election of coverage is the sole responsibility of the electing participant. Additional information is available in the plan documents.

SUPPLEMENTAL INSURANCE

Optional, supplemental insurance plans may be purchased from American Family Life Assurance Company (AFLAC) by full-time employees. Plans include short-term disability, long-term disability, cancer, accident, and hospital. The premium for these plans is paid in full by the employee through payroll deduction. Interested employees should contact the Director of Human Resources for referral to the AFLAC representative for more information. It is responsibility of the employee to complete the application for coverage and any other required forms within the enrollment period. When employees leave the College, AFLAC offers the option of continuing their coverage through home billing.

WORKER'S COMPENSATION INSURANCE

The College provides workers' compensation insurance for employees to cover for the cost of medical treatment for work-related injuries or illnesses resulting from college employment. When employees become ill or are injured as a result of their work responsibilities, they must report the occurrence

immediately to their supervisor and the Director of Human Resources. Employees needing treatment are required to go to specified gatekeeper physicians. Human Resources will contact the workers' comp carrier to report the incident. Failure to report an occurrence in a timely manner or to seek treatment with a gatekeeper may result in denial of the claim and delays in receiving compensation.

Payments for lost time as a result of a work-related injury or illness will be limited to payments provided by the compensation insurance carrier, along with any approved PTO. Employees should make arrangements with Human Resources for continued payment of any payroll deductions they have.

Following a workers' comp injury or illness, the College will provide light-duty work, when possible, to employees who are released to work with restrictions, for up to six months following the initial release. Employees must present a medical release from the treating physician before returning to work.

OTHER EMPLOYEE BENEFITS

RETIREMENT PLANS

The College's 403(b) retirement plans are with Teachers Insurance and Annuity Association (TIAA). The College has two plans, a defined contribution (DC) plan for employer contributions and a tax deferred annuity (TDA) plan for employee contributions. Employees should review plan documents available on the PantherNet and from TIAA for full details; a general summary is provided below.

Typically, the College makes contributions to the DC plan on behalf of employees after the eligibility criteria (12 consecutive months of eligibility service) is met. The College contribution is 4.125% of compensation (at the time of this writing). When made, the College's contribution is 100% vested upon deposit. An employee contribution to the plan is not required to receive the College's contribution.

Employees who receive monetary compensation from the College are eligible to make tax-deferred contribution to the TDA plan. This optional contribution is made through payroll deduction on a pre-tax basis and may be started at any time after enrollment and a Salary Reduction Agreement are completed. The amount of the employee's contribution may be indicated as a dollar amount per pay period or as a percentage of compensation. The employee contribution is limited to the maximum amount allowed by federal law. The employee contribution is 100% vested upon deposit.

TIAA provides information and resources to plan participants and eligible employees through their website at www.tiaacref.org and their telephone counseling center at 1-800-842-2776. Plan documents and information are posted on the PantherNet. These plans and their terms are subject to change.

TUITION REMISSION FOR FULL-TIME EMPLOYEES

Tuition remission is an employee benefit program offered to full-time, regular College employees, their current spouses, and their dependent children who are accepted for admission to Kentucky Wesleyan. This is a tax-free program as described in Sections 117(d) and 127 of the federal tax regulations. The conditions and provisions of the policy are as follows:

1. Employees, their spouses, and their dependent children may request and be awarded tuition remission for semesters that begin on or after the date the employee has completed one year of regular, continuous, full-time employment with the College.
2. This employment must continue through the Mid-Semester date as listed in the Academic Calendar. (If no Mid-Semester date is listed for the semester, then the day that is one-half of the

way between the beginning of instruction and the end of instruction for the semester will be used.) If qualifying employment ends for any reason before this date, the full amount of the tuition remission benefit for the current semester will be removed from the recipient's account, who will then be responsible for payment. Collection policies pertaining to student accounts are applicable.

3. Tuition remission will cover 100% of tuition for recipients who do not have any previous college credits or who have completed or transfer in less than 90 credit hours from another institution. For recipients who have completed or transfer in 90 credit hours or more from another institution, the tuition remission benefit will be 50% of tuition. No fees or charges other than tuition are covered by this program.
4. When the employee is the tuition remission recipient, remission may be used for up to six credit hours in each of the fall, spring, and summer semesters. Classes should be taken outside the employee's normal work schedule. If that is not possible, classes should be taken at the time to best accommodate work responsibilities. If an employee would like to take a class during regular work hours, the employee must get written permission in advance from his or her supervisor, and both parties must agree on an altered work schedule to make up the lost time. Taking classes during work hours is a privilege, and as such, a supervisor may approve or disapprove the request based on college or department needs, the employee's job performance, the employee's attendance record, and/or other appropriate factors. No full-time employee may take more than six credit hours per semester at Kentucky Wesleyan, regardless of coverage by tuition remission.
5. When the employee's spouse and/or dependent children are the tuition remission recipients, remission may be used for up to eighteen credit hours each of the fall, spring, and summer semesters. Overloads are not covered.
6. To use this benefit, the employee must complete and submit the Tuition Remission Request Form before the semester and by the following deadlines:
 - a. October 31 for spring semesters
 - b. March 31 for summer semesters
 - c. March 31 for fall semesters
7. Dependent children are the children of the employee that are claimed as dependents on the employee's applicable federal tax return for the same year used to compute Financial Aid eligibility. A copy of the applicable year's tax form must be submitted to the Financial Aid Office to show dependent status. If the dependent's parents are divorced and the dependent is claimed on the former spouse's tax form and not the employee's, the dependent may still be eligible. In the case of divorce, documentation other than the tax return may be required.
8. To receive tuition remission, the Free Application for Federal Student Aid (FAFSA) must be completed by March 1 annually prior to the enrolled semester. Forms are available and can be filed online at www.fafsa.ed.gov. This requirement will not be waived for an employee, spouse, or dependent children unless there are compelling and extenuating circumstances. Documentation of such must be recorded, agreed to, and signed by the Director of Financial Aid and the President of the College, and placed in the Financial Aid file of the student recipient.
9. For employees hired after 03/08/2011, employees, their spouses, and their dependent children with a bachelor's degree from any institution are not eligible for the tuition remission program.
10. Tuition remission may be used for in-person and online courses. However, remission will only be applied to online courses after the minimum course enrollment has been met and before the maximum course enrollment has been exceeded. To request remission for an online class, the employee must complete a Request for Online Course Registration under the Tuition Remission Benefit for each online course requested. Please see the form for more information. This form is in addition to the required Tuition Remission Request Form.

11. Each recipient is eligible for up to a maximum of 132 credit hours under the tuition remission program. The maximum will be increased to 144 credit hours when there is a change of major or the program of study requires more than 132 credit hours.
12. If a tuition remission recipient withdraws from the College or drops any credit hours within the full refund period as defined in the College withdrawal policy, the credit hours will not accumulate toward the maximum tuition remission hours allowable. All other hours attempted will accumulate toward this maximum. If applicable, the approved College refund policy for fees and financial aid that is published in the Academic Bulletin will be followed.
13. Recipients of the tuition remission program must meet the Satisfactory Academic Progress policy as defined in the Academic Bulletin. Failure to meet these standards will result in loss of eligibility for the tuition remission program under the same criteria as all other financial aid programs.
14. Calculation of tuition remission at 100%:
 - a. Commuter students - Financial aid from federal, state, and external grant programs as well as institutional funds will be applied to the tuition charge first, with the balance of tuition cost funded by tuition remission. Remaining charges will be billed and collected according to the payment policies for all students.
 - b. Residential students - Financial aid from federal, state, and external grant programs will be applied to room and board costs first, up to the amount charged for the lowest cost plans, with any excess funds applied to tuition costs. Next, financial aid from institutional funds will be applied to tuition costs. The balance of tuition costs charged to the student will be funded by tuition remission. The student is responsible for any room and board fees not funded by federal, state, and external resources and for fees in excess of the lowest cost room and board plans. Remaining charges will be billed and collected according to the payment policies for all students.
15. Calculation of tuition remission at 50% (for recipients who have completed or transfer in 90 credit hours or more from another institution):
 - a. Commuter students - Financial aid from federal, state, and external grant programs as well as institutional funds will be applied to the tuition charge first. Up to 50% of the original tuition charge will be funded by tuition remission, up to but not exceeding the tuition balance after the federal, state, external, and institutional funds have been applied. Remaining charges will be billed and collected according to the payment policies for all students.
 - b. Residential students - Financial aid from state and federal and external grant programs will be applied to room and board costs first, up to the amount charged for the lowest cost plans, with any excess funds applied to tuition costs. Next, financial aid from institutional funds will be applied to tuition costs. Up to 50% of the original tuition charge will be funded by the Tuition Remission program, up to but not exceeding the tuition balance after the federal, state, external, and institutional funds have been applied. The student is responsible for any room and board fees not funded by federal and state and external resources or fees in excess of the lowest cost room and board plans. Fees will be billed and collected according to the payment policies for all students.

TUITION REMISSION FOR PART-TIME EMPLOYEES

Tuition remission is offered to part-time staff employees with at least one year of regular, continuous part-time employment with the College. Part-time faculty will be eligible for remission at the beginning of their third continuous semester of teaching. The program will follow the terms outlined above in “Tuition Remission of Full-Time Employees” with two exceptions: employees are limited to four credit hours a semester, and spouses and dependents of part-time employees are not eligible to participate.

CIC TUITION EXCHANGE PROGRAM

Kentucky Wesleyan College is a member of the Council of Independent Colleges' (CIC) Tuition Exchange Program (TEP). The CIC-TEP is available to regular, full-time College employees after the employee has completed one year of full-time employment. The program aims at satisfying two needs: encouraging members from employee families of the CIC colleges to attend these colleges and assisting these families in meeting the partial cost of college attendance.

The CIC-TEP is a network of CIC member colleges and universities willing to accept, tuition-free, students from families of full-time employees of other participating institutions. Over 400 institutions participate in this program. Each participating institution in the network agrees to import a limited number of students on the same admission basis as they accept all other students, without regard to the number of students it exports. The program covers employees, spouses, and legal dependents. Imported students are responsible for all non-tuition charges (fees, room and board, etc.) as applicable. This program is nondiscriminatory and in compliance with IRS regulations. More information and a list of colleges participating in CIC-TEP are available online at <https://www.cic.edu>. Please contact the Academic Dean's Office for participation.

TUITION EXCHANGE SCHOLARSHIP PROGRAM

Kentucky Wesleyan is a member of The Tuition Exchange (TE), which provides a reciprocal scholarship opportunity for eligible employees and their dependents at other member schools. This program is available to regular, full-time employees after the employee has completed one year of full-time employment. The program covers employees, spouses, and legal dependents as defined by the IRS.

This program is not a guaranteed benefit, but a competitive award. In addition to following the admissions process and deadlines for the school, schools may have additional requirements for exchange applicants. A list of member institutions (approximately 670) and more information are available at <https://www.tuitionexchange.org>. The College's TE Liaison Office is the Academic Dean's Office.

MEMORIAL TUITION SCHOLARSHIP

A Memorial Tuition Scholarship is available to the spouse and legal dependents of full-time employees who die while actively employed by the College. The deceased employee must have been continuously employed full-time for at least 10 years at the time of death. Spouse and legal dependents are limited to those at the time of death, as determined by that year's federal income tax return (e.g., would not include divorced spouses, dependents parented by the widow/widower in a future marriage, etc.). This benefit is only applicable for classes taken through Kentucky Wesleyan and does not extend to the Tuition Exchange Programs.

This College-funded scholarship will cover the cost of tuition only. Participants must complete the Memorial Tuition Scholarship Form by May 1 for fall or summer enrollment and by November 1 for spring enrollment. If the participant enrolls for six or more credit hours per semester, a Free Application of Federal Student Aid (FAFSA) and the Kentucky Wesleyan College Financial Aid Application must also be completed annually by March 31 prior to enrollment. All other free monies (e.g., scholarships, grants, etc.) will be applied to the account before the tuition scholarship. Refunds will not be issued to students with a Memorial Tuition Scholarship. Fees will be billed and collected according to the payment policies for all students.

A maximum of 144 credit hours is available to each participant. All credit hours attempted, including audit hours, will count toward the maximum, except if a participant withdraws from class within the full

refund period. Participants must meet Financial Aid Standards of Progress as defined in the *Academic Bulletin*.

NO-INTEREST EMPLOYEE LOANS

The Sara T. Greer Loan Fund provides short-term, interest free loans of up to \$1,000 to regular, full-time employees for emergency situations. Part-time employees are also eligible for these loans but there may be limitations based on expected wages. These loans (one per employee) are to be repaid over a period of no more than twelve months through payroll deduction but are due immediately and in full when employment ends. Requests for loans should be made to the Director of Human Resources with accompanying proof of the expense (e.g., bills or receipts) and are approved by the VP of Finance.

RELOCATION REIMBURSEMENT

Kentucky Wesleyan assists with the moving expenses of newly hired full-time employees in the form of a limited reimbursement. The amount reimbursed will be determined by the distance moved and the receipts submitted with the Relocation Reimbursement Request Form, up to the maximum amount listed on the form. The employee's move and reimbursement request must be made no later than six months after the employee's start of employment with the College.

Moving reimbursements are subject to payroll taxes. The reimbursement will be included on the employee's next regular payroll after the request and receipts are approved and submitted to Human Resources. Employees are responsible for reporting moving expenses and reimbursements on their tax forms as appropriate.

SERVICE AWARDS/RECOGNITION PROGRAM

The College recognizes the contribution each employee makes toward the College's mission. Employee service awards are presented to regular, full-time employees who have provided service to the College at every 5-year milestone. These awards are presented at a special recognition program held each year.

In recognition of special service above and beyond the requirements of the employee's specific job, the College also presents an Outstanding Staff Member Award to a staff member selected by their peers, who exemplifies service to the College community. This award consists of a nameplate being placed on display in the Administration Building and a plaque for the employee, as well as a monetary award. The College also presents the President's Award for Teaching Excellence and Campus Leadership at this event.

LEADERSHIP OWENSBORO

Leadership Owensboro is a joint program of the Greater Owensboro Chamber of Commerce and Economic Development Corporation focused on educating and engaging individuals to reach their potential and maximize their impact in the community. Employees interested in participating should submit their application to Leadership Owensboro to be included in the selection process. At its discretion, the College may choose to provide financial support and release time for one full-time employee per year to participate in this program. In the event that more than one College employee is selected in the same year, the Cabinet of Officers will select the employee receiving the support.

LIBRARY

Employees are given full Wesleyan library privileges. When checking out materials, employees should identify themselves as an employee and produce their Wesleyan ID. Employees are subject to Library rules and policies.

EMPLOYEE HEALTH PROGRAM

The Director of Student Health Services is available to advise employees and students regarding referral to physician care, first aid, and self-care of minor ailments. Flu shots may be available to employees at a reduced cost.

TICKETS/ADMISSIONS

Free admission to certain College events (e.g., basketball games, football games) may be available to college employees. The employee is responsible for making arrangements by asking the appropriate department for information on where the event takes place, where to get the tickets, times, etc.

PANTHER'S DEN STORE DISCOUNT

College employees receive a 10% discount on merchandise purchased in the Panther's Den Store. This discount may not be combined with discounts for Item of the Week, which is 15%, or clearance items. Staff are eligible to participate in promotions which are identified weekly in The Stall Street Journal.

FOOD SERVICE

The on-campus food service is managed by an external partner. Employees may be eligible for discount programs for purchases made from various food service locations. Employees may purchase Panther Dollars from the Cashier's Office to pay for on-campus food purchases with their employee ID's.

CHECK CASHING PRIVILEGES

Employees may cash personal checks of up to \$50.00 in the Cashier's Office. Change is also available from this office. The Cashier's office cannot cash checks issued by the College or two-party checks.

Section II: Staff Members

GENERAL INFORMATION FOR STAFF

AT-WILL EMPLOYMENT

All College staff employees are at-will employees. This means that staff members may terminate their employment at any time without cause and without notice. Likewise, the College may terminate any staff member at any time without cause and without notice. Neither this Handbook (or any part thereof) nor verbal statement from any College representative shall be construed as an employment contract or promise of job security or in any way limit this at-will status. Only a written document explicitly stating that this at-will status is being changed and signed by the College President and the Director of Human Resources may change this at-will status.

EMPLOYMENT STATUS: FULL-TIME, PART-TIME, TEMPORARY STAFF

Staff employees are classified as full-time regular, full-time academic year, part-time regular, or temporary. Full-time regular staff work 40 hours per week (except for those grandfathered in at 37.5 hours per week), 52 weeks per year, except for College designated holidays. Because full-time staff receive benefits based on that status, they are expected to work full weeks or use benefit time to equal full weeks. If an employee does not indicate benefit time to equal a full working week on the timesheet or record, the necessary benefit time will be added to the timesheet or record and deducted from their benefit time. Full-time employees who consistently do not work full weeks and who do not have benefit time to cover the balance may be subject to disciplinary action, reduction to part-time or termination.

Full-time academic year employees work 40 hours per week for at least nine months per year but are considered employed for 12 months per year and are eligible for benefits. During the working period, these employees follow the procedures and rules for full-time employees. During the non-working period, these employees do not work and may not use benefit time in order to be paid. Due to the unique nature of these positions, they are handled on a case-by-case basis.

Part-time regular staff employees work less than 30 hours per week and typically less than 1,000 hours per year. No part-time employee may work more than 30 hours per workweek. Part-time regular employees are not eligible for employer-paid benefits, other than those required by law, with the exception of Kentucky Wesleyan tuition remission benefit for part-time employees.

Temporary employees may work full or part-time, up to 25 weeks per year. They are hired with the understanding their period of employment is a limited one. Temporary employees are not eligible for employer-paid benefits, other than those required by law or by the provisions of the benefit plan.

People working at the College through a temporary employment agency or for an external service provider are not employees of the College and are not eligible for college benefits. Kentucky Wesleyan students working at the College, either through the Federal College Work-study program or otherwise, are not eligible for benefits.

EXEMPT AND NONEXEMPT STAFF

College staff may be divided into two categories: nonexempt (support) staff or exempt (administrative) staff. Nonexempt staff are generally those employees with nonexempt positions, who are paid on an hourly basis, and are eligible for overtime pay because their positions do not meet the Fair Labor Standards Act (FLSA) requirements for exemption. Exempt staff are generally those employees with exempt positions, who are paid on a salary basis, and are not eligible for overtime because their positions meet the FLSA requirements for exemption.

POSITION DESCRIPTIONS

Kentucky Wesleyan staff positions have a position or job description that indicates the general nature and level of work performed by an employee in the position. It summarizes the purpose of the position, essential functions, and minimum qualifications. It is not a comprehensive inventory of all duties, responsibilities, and qualifications. The College reserves the right to change descriptions at any time.

The College's organizational chart showing the relationship among positions at the College is available on the PantherNet.

HOURS OF WORK

The regular workday for full-time staff is typically 8 hours per day, from 8:00 a.m. to 5:00 p.m., when College offices are expected to be open. The lunch period is scheduled according to the workload and staffing of each area. Employee hours may vary depending on the needs of the department. Due to the nature of an exempt position, it is understood that the hours may vary for exempt staff. Some positions at the College may require different hours of work than those listed. Supervisors will inform subordinates about the work schedule. Staffing needs and operational demands may necessitate departure from an established schedule periodically or on an on-going basis. There are no guarantees on work schedules, and changes may be implemented according to the needs of the College.

Employees are expected to arrive at their offices at the designated time. Employees may receive a written disciplinary warning for excessive tardiness or absenteeism. Any employee who does not show up for work or call in to his/her supervisor for three consecutive workdays will be considered to have voluntarily resigned.

If an employee is going to be late to work or needs to deviate from the expected schedule, he or she must call his or her supervisor at least 30 minutes prior to the employee's scheduled start time. If the supervisor is unavailable, the employee should speak with the supervisor's supervisor. If neither individual is available, the employee must leave a voice mail message for or send an email to the supervisor detailing the reason for and expected duration of the tardiness or absence.

REST PERIODS and MEAL BREAKS

Kentucky state law requires rest periods for nonexempt workers of ten minutes each for every four hours worked. Employees and supervisors should determine a schedule of breaks that works best for that area. It is the responsibility of each employee to take their breaks as scheduled. Employees are paid during rest breaks but may not perform any work. Employees may not leave campus during rest breaks.

In addition to rest breaks, a meal break should be taken between the third and fifth hours of work. Meal breaks should not be less than 30 minutes. The College typically observes meal breaks of one hour. Meal breaks are unpaid and must be recorded on timesheets for hourly employees. No work for the College may be performed during the meal work.

Under the Patient Protection and Affordable Care Act, the College will provide a reasonable break time for a nonexempt employee to express breast milk for her nursing child for up to one year after the child's birth each time such employee has need to express the milk. The College will provide a place for an employee to express breast milk that is shielded from view and free from intrusion from coworkers and the public. Breaks for expressing milk are unpaid unless the employee uses her paid rest breaks to express milk. While the FLSA does not require these breaks for nursing mothers who are exempt under the FLSA, the College will do so under the same conditions as for nonexempt employees.

TIMESHEETS

Employees' Responsibilities:

Timesheets are used to record time worked. For nonexempt staff, the Biweekly Timesheet is used; for exempt staff, the Benefit Time Record is used. It is the employees' responsibility to record their time accurately on the timesheet. Mistakes on submitted timesheets should be reported immediately to the supervisor and Human Resources. An employee may not sign a timesheet in another employee's name.

The actual time worked must be documented on the timesheet. When an employee completes and signs a timesheet, he or she is attesting to its accuracy, certifying that the information represents the actual hours worked, and certifying that the hours were worked at the direction of the supervisor. The supervisor must approve all overtime before it is worked. Benefit time (e.g., holidays, PTO, etc.) must be clearly documented on the timesheet. Employees must obtain the signature of their supervisor on the timesheet before submitting it to Human Resources for processing. Employees falsifying timesheets are subject to disciplinary action, up to and including termination.

For nonexempt staff, the regular pay period begins on Monday and runs for two weeks, ending on Sunday. Biweekly timesheets are to be turned in no later than noon on the Tuesday after the end of the pay period. Failure to do this may cause a delay in your check. For exempt staff, the regular pay period is the calendar month. Benefit Time Records for exempt staff are to be submitted to Human Resources by the tenth of the following month.

Supervisors' Responsibilities:

When signing an employee's timesheet, the supervisor becomes equally accountable for its accuracy. Signing a blank timesheet is not acceptable supervisory behavior and is subject to disciplinary action, up to and including termination. Supervisors should help to ensure that timesheets are complete and turned in by the deadline.

OVERTIME

At times, it may be necessary for employees to work hours in addition to their regular work schedule. For nonexempt employees, the College pays overtime in accordance with Kentucky state law: 1.5 times the hourly rate after 40 hours actually worked in a workweek. Benefit time of any type does not count toward the 40 work hours needed for overtime. Overtime is to be worked only with the prior knowledge and at the specific direction of the supervisor. From time to time, overtime may be mandated by a supervisor. Overtime is not paid to exempt employees.

COMP TIME

Under the Fair Labor Standards Act, the College, as a private employer, cannot offer compensatory time (or "comp time"). Therefore, the College does not allow any comp time arrangement for any employee.

CALL BACK PAY FOR FACILITIES

Non-exempt employees in Facilities who are called in to work for emergency or unscheduled activities will receive additional compensation in the form of "call-back pay." This applies when an employee responds to a call from his/her supervisor to perform extra work after his/her scheduled hours of work have ended and without prearrangement. Call-back pay will not apply to any scheduled hours, whether they are regular or overtime hours, or to additional hours worked at the end of an employee's scheduled hours.

The employees who are called back will receive a minimum of two hours of pay. If the hours worked are less than two hours, the employee will be paid for two hours. If the hours worked are more than two hours, the number of hours worked will be paid. Time worked does not include time taken to travel to the work site from the employee's location at the time the message was received. The rate of pay for call back time will be one and a half times the employee's regular hourly rate, regardless of the number of hours worked during the week.

At times, some Facilities employees will be required to carry a cellphone and to make themselves available for calls back to the campus for emergency repairs or services. Such availability is not meant to limit the employee's day-to-day activities, except for answering the cell phone and being ready to return to the campus if needed. No additional compensation will be provided for carrying the phone.

DEVIATIONS FROM THE REGULAR SCHEDULE

The College recognizes that employees may need time away from work for personal and/or family appointments. Although individuals should attempt to schedule these appointments outside of regular work hours, this is not always possible. Changes from the regular work schedule to accommodate these incidents will be handled as follows:

1. Actual time worked must be documented on the timesheet. Deviations from the regular workday should be documented on the timesheet.
2. If an employee needs to deviate from the regular work schedule, s/he may do so only with the approval of his/her supervisor. If an employee takes time off in a given week, that time can only be made up in the same workweek.
3. Adjusting the regular schedule should be the exception and not the rule. Abuse of this practice will be handled on an individual basis; however, continued abuse may eliminate this option.
4. Because employee benefits are based on a full-time work schedule, each week of an employee's hours should equal the regular amount (either 37.5 or 40 hours). If there are not enough hours worked, benefit time must be used to amount to a full workweek.

EMPLOYMENT OF STAFF ON SPECIAL EVENTS

At times, employees may be requested to work on special events outside of their regular work areas (e.g., an admissions counselor refereeing a sporting event). In these situations, the employees will not receive additional pay for extra work completed during their regular College work time unless benefit time from the regular position is used or the time is made up. Documentation to pay the employee for the extra work must be documented and approved (e.g., timesheet, check requisition) and then submitted to Human Resources after the work is performed. Payment will not be made in advance of the work. Pay for extra work will be processed with the employee's regular payroll and distributed on the regular payday.

SUGGESTIONS AND COMPLAINTS

Employees should present suggestions and concerns to their supervisor for discussion. Many suggestions can be implemented and problems solved with open communication between the parties involved.

An employee wishing to make a complaint about a policy and/or procedure affecting College personnel should create a document with information and details about the issue or incident. That document should be given to the employee's supervisor. If the supervisor is involved in the issue, the employee may seek the next higher level of management (i.e., the supervisor's supervisor) or the Director of Human Resources to make reports. Complaints will be handled on a case-by-case basis.

TIME OFF WITHOUT PAY

Except for approved leaves and the non-working period for full-time academic year employees, full-time regular and academic year employees are not to take time off without pay. Full-time employees are provided with PTO to cover time needed away from work. Benefits are based on full-time employment. Employees who take time off when no benefit time is available are subject to disciplinary action, up to and including termination.

PERFORMANCE REVIEW

The performance of staff is reviewed annually and documented on the Staff Development and Performance Review form. This process provides a formal means of communication to reinforce good employee performance and to address problem areas. Positive performance reviews do not guarantee continued employment or pay increases. The form includes an area for employees to document their responses to their reviews. Employees are required to sign the evaluation forms; signatures do not imply agreement with the findings but confirm that the information has been made available to the employee. Supervisors and employees are responsible for keeping evaluations current. Completed, signed performance review forms should be forwarded to Human Resources and will be placed in each employee's personnel file. The Staff Development and Performance Review form is available from the PantherNet.

DISCIPLINARY ACTION

Supervisors at the College may find it necessary to discipline employees for problem behavior. Examples of problems for which an employee may be disciplined include but are not limited to: attendance and tardiness problems, use of obscenities, not calling in for unscheduled absences, not following the directions of one's supervisor, falsifying timesheets, working overtime without prior supervisor approval, violating confidentiality of employees or students, harassment, or violence or threats of violence against an employee, student, or other person on the campus. Examples of discipline may include, but are not limited to: a verbal warning, a written warning, time off without pay, demotion, or immediate termination. Neither of these lists is exhaustive. At its discretion, the College may discipline an employee for any conduct it believes is not in keeping with its goals, objectives, policies, or practices. Disciplinary action will be determined on a case-by-case basis.

Supervisors are responsible for documenting problems as soon as possible. They may use letters, memos, or other written documentation, provided that they are reviewed with the employee and signed by the employee and supervisor. These documents should include the reason for the write-up, what occurred, when it occurred, where it occurred, who was involved or witnessed the event, and any other specific, pertinent facts. If an employee refuses to sign the document, the supervisor should review the document with the employee in the presence of a third party, who can then sign that the document was reviewed in the employee's presence. These documents must be forwarded to the Director of Human Resources. Any employee written up twice within a 12-month period is subject to termination, regardless of whether the offense is of the same nature or not. Nothing in this policy shall be interpreted so as to limit an employee's at-will status.

EMPLOYEE RESIGNATION/TERMINATION

Resignations should be in writing and signed by the employee. Resignations should be given at least two weeks prior to the last day of work for nonexempt staff and preferably four weeks prior for exempt staff. Benefit time may not be used to extend the resignation date. The termination date will be the last day the employee works at the College. Resignation letters will be placed in the resigning employee's personnel file.

When leaving the employment of the College, employees should contact the Director of Human Resources to discuss issues, such as insurance coverage, retirement plans, and final pay. Benefits end on the date described in plan documents. All College property (e.g., Wesleyan keys, ID, laptop, cell phone, etc.) must be returned on or before the last day of employment. When employment ends, the employee's email account and door access will be deactivated.

Final paychecks will include wages due the employee, including any payable PTO, as appropriate per the PTO policy. Deductions will be made for taken, unaccrued benefit time. The final paycheck of the terminating employee will be processed on the next scheduled payday. For exempt employees working a partial month, the monthly salary will be prorated according to the number of days actually worked.

Any employee who does not report for work or call in to his or her supervisor for three consecutive workdays will be considered to have voluntarily resigned.

In general, the College does not allow resignations to be rescinded after they are given. However, in certain circumstances, it may be allowed but only if the employee's supervisor, the officer over the position, and the Director of Human Resources agree that it should be allowed.

STAFF RETIREMENT

To officially retire, a staff member must have at least 25 years of continuous full-time employment with the College and be voluntarily leaving the employment of the College. Retiring staff may have their accumulated PTO time paid out to them as appropriate per the Paid Time Off policy.

STAFF REDUCTIONS

The College reserves the right to eliminate, reduce, or reclassify staff positions. The situation may occur in which a reduction in staff may become necessary due to the financial state of the College, a lack of work, changes in technology, a period of restructuring and reorganization, or other reasons.

BENEFIT TIME

PAID TIME OFF

After 30 days of employment, regular full-time employees are eligible to accrue paid time off (PTO). PTO is used to take paid time off from work and may be used for vacations, illness, personal appointments, and many other reasons. When an employee uses PTO for an illness or injury that has the potential to result in an absence of more than three days, the employee must contact Human Resources to apply for leave under the Family and Medical Leave Act.

For absences that can be planned, employees are to request the use of PTO at least two weeks in advance (additional notice is welcome). For unexpected or unplanned absences, employees are to request the use of PTO before the start of their scheduled work time. Scheduling PTO is subject to the approval of the employee's supervisor. The College may request an explanation for the use of more than three days of PTO for unplanned absences. Efforts will be made to allow PTO as requested; however, the College reserves the right to deny requests or defer them to dates that better accommodate the College's needs. When a staff member's absences occur frequently enough to prevent regular and reasonable attendance or when a staff member calls in for a day that was previously denied for the use of PTO, the College may take disciplinary action, up to and including termination of employment. .

PTO is accrued on the last day of each month after 30 days of full-time employment. Employees starting on the first of the month (e.g., March 1) or the first working day of the month (e.g., Monday, April 3) will accrue time for that month; employees starting on any other day will begin accruing time at the end of the following month. The entire month must be worked in order for PTO to accrue. PTO does not accrue if an employee is on unpaid leave for any part of a month. Temporary and part-time employees are not eligible for PTO.

PTO accrual rates increase as an employee’s continuous length of full-time employment with the College increases. Increases in PTO accrual rates are based on an employee’s full-time hire date and are effective the month after the employee’s anniversary date. PTO accrual rates are listed below.

HOURLY	Length of continuous full-time employment	PTO accrual
	One month to 7th year anniversary	11.0 hours per month (e.g., 132 hours over 12 months)
	Month after 7th year anniversary to 15th year anniversary	14.0 hours per month (e.g., 168 hours over 12 months)
	Month after 15th year anniversary and on	17.5 hours per month (e.g., 210 hours over 12 months)
SALARY	Length of continuous full-time employment	PTO accrual
	One month to 10th year anniversary	1.75 days per month (e.g., 21 days over 12 months)
	Month after 10th year anniversary and on	2.25 days per month (e.g., 27 days over 12 months)

Employees may not take PTO before it is accrued. Use of PTO must be recorded on staff timesheets (i.e., the Biweekly Timesheet or the Benefit Time Record). PTO can be taken for scheduled hours only and cannot exceed eight hours per day or 40 hours per week. The minimum PTO increment is 15 minutes for nonexempt staff and one-fourth of a day for exempt staff. PTO will be paid at the employee’s rate of pay when the time is taken, regardless of the employee’s rate of pay when it was accrued.

PTO can be carried forward from one calendar year to the next. The maximum carryover from one calendar year to the next is the amount that is two times the employee’s annual accrual for the year ending. Any PTO above this maximum at the end of the calendar year is forfeited. There will be no pay in lieu of accrued PTO not taken and accruals above the maximum will not be carried forward. This carryover is contingent upon the timely completion of Benefit Time Records for exempt staff and of Biweekly Timesheets for hourly staff. Regardless of the circumstances, if these are not complete by February 28 of the following year, PTO will not be carried forward from one year to the next.

When staff members resign from employment, they will be paid for their available, accrued PTO, up to a maximum of what their annual accrual would have been for the calendar year in which they resign, if all of the following conditions are met: 1) a written resignation was provided to the supervisor and to Human Resources at least two weeks in advance of the resignation date, 2) the employee has been employed by the College for at least a one-year consecutive period immediately prior to the resignation, and 3) a salaried employee’s Benefit Time Records are up to date as of the date of resignation. For example, a resigning staff member who meets the conditions above and who has nine years of continuous full-time employment could be paid for as many as 21 days or 168 hours of PTO. Staff may not use PTO in lieu of resignation notice or to extend their resignation date. PTO is not paid out when

employment is terminated by the College. In a similar manner, if a staff member chooses to move from a full-time role to a part-time one, PTO is payable as above. If the College moves a staff member from a full-time role to a part-time one, PTO is not payable.

When staff members retire (see the Staff Retirement section), they will be paid for their total accrued PTO if the following conditions are met: 1) they have worked for the College for a minimum of 25 years of continuous full-time employment, 2) they are voluntarily leaving employment, and 3) in the case of exempt staff, their Benefit Time Records are up to date as of the date of retirement.

If a staff member dies while employed, the employee/estate may be paid for the accrued PTO, up to a maximum of the person's annual accrual for the calendar year in which the person passes away, to the extent that the College is able to determine the accrued days available. These instances will be handled on a case-by-case basis.

PTO FOR ATHLETIC COACHES

Unlike most office staff who have a fairly consistent schedule, athletic coaches have fluctuating and unique schedules. At times, those schedules can be demanding, requiring evening and weekend work as well as trips away, while at other times, the demands are limited and do not require all-day attention. In recognition of the variation of coaches' schedules, the College's PTO policy for coaching positions has been amended, effective 09/16/2019 for all coaches, regardless of hire date.

As with other staff, PTO is available only to full-time coaches (not part-time coaches). Coaches will be given 20 days of PTO per 12-month appointment. For full-time appointments of less than one year, a prorated amount will be given. This annual amount is the same for all coaches, regardless of coaching rank (e.g., head, associate, assistant, etc.) or years of service (e.g., one year, ten years, etc.).

PTO is scheduled in agreement with and subject to the approval of the supervisor. Coaches should request the use of PTO in advance. Tracking of PTO is the responsibility of the supervisor and coach. Coaches do not complete Benefit Time Records. If PTO is not used in the year in which it was given, it is lost. It does not carry forward from one year to the next, and it is not paid out or banked. PTO is not payable or paid out at the end of employment, regardless of the reason employment ends (e.g., voluntary, involuntary, resignation, retirement, etc.). Coaches can participate in the PTO Donation Program if there is an accurate record of their time available.

PTO DONATION PROGRAM

The purpose of the PTO Donation Program is to help bridge the gap between the exhaustion of all paid benefit time and the need for additional paid time off from work for a catastrophic health condition. This program does not replace or alter normal applicable rules on benefit time usage.

PTO days may be donated by full-time staff employees to full-time staff employees. They cannot be donated to employees who would otherwise not accrue PTO. Faculty and temporary personnel are not eligible for this program. To be a donor or a recipient, the staff member must have been employed full-time at the College for at least one year.

Donated PTO days can be used for a catastrophic health condition of the employee or an employee's close family members. For the employee, a catastrophic health condition is one that incapacitates the employee in such a way as to make them unable to perform their assigned job functions. For family members, a catastrophic health condition is one that is life threatening and requires inpatient, hospice, or residential health care or a family member for whom the employee is the primary caregiver. Caring for

a child immediately after birth or adoption is also an eligible circumstance for this program. Examples of conditions that may be covered are cancer, major surgery, heart attack, or hospitalization. Donations may not be requested or used for elective procedures. This program is not for routine or common illnesses (e.g., cold, flu), or injuries incurred while committing a felony. Close family members are parents, grandparents, children, and legal dependents. Other family members will be considered on a case-by-case basis.

To request donations, the recipient must complete the PTO Days Donation Request Form. If a staff member is eligible but unable to apply for donated days due to his/her medical condition, a family member or other representative may apply on behalf of that employee. Kentucky Wesleyan will not be held responsible for placing employees on the program. Medical certification verifying the need for the leave is required; follow-up information may be requested. Employees may use the Physician Certificate Form associated with this program or a similar form, signed by the treating physician, that specifies who the patient is, the health condition, and the amount of time needed off of work. Additional information may be required before donations are approved. The College reserves the right to require a second opinion, at the College's expense.

Donated PTO days may be used only after all other paid benefit time has been exhausted. However, an employee may request donations prior to the exhaustion of all benefit time if the need is anticipated. Donated days can be used intermittently in whole day blocks. They cannot be applied retroactively (e.g., to pay periods that have already past).

An employee may use up to 30 donated PTO days per calendar year. There is no limitation on the number of times an employee can use the program and no minimum level of need. PTO days are donated and used in whole day increments only. This program does not guarantee that any or all need for additional paid time off will be met or that a specific amount of donations will be made available to the requesting employee. Application for FMLA leave is required for participation in this program. The use of donated PTO days will be counted concurrently with FMLA leave.

When a PTO day is donated, it is the number of days (e.g., one day, two days) that is donated. The actual wage earned by the donor or recipient will not be taken into consideration. The recipient will not receive more or less than his/her base pay. In any pay period, the recipient may use donated days up to their regular weekly hours (e.g., 37.5 or 40 hours per week, depending on their position).

The donor must complete a PTO Days Donation Form. An employee may donate as many PTO days as s/he wishes. Employees are not required to maintain a minimum balance of PTO days for themselves. However, employees should consider their own needs when determining if or how many days to donate. Only PTO may be donated. Employees may only donate PTO that has already been earned. The donor may choose to keep his/her donation anonymous.

PTO will be deducted from the donor's accumulated PTO only as it is needed by the specific employee to whom it was donated. Donations are used in the order in which the completed PTO Days Donation Forms are received by Human Resources. Once the recipient has used the donated PTO days, the donations are irrevocable, irreversible, and non-refundable. No days in excess of those actually needed will be deducted from donors. Donor employees will be notified by Human Resources of the number of days actually deducted from their accumulation.

Employees will not accrue benefit time while using donated PTO days. Holidays occurring during a period of donated PTO days will not be paid unless the days before and after the holiday are covered by

donated or paid benefit time. The College will continue life insurance coverage while the employee is using donated PTO days. Health insurance coverage may also be continued.

Participation in the program as a donor or recipient is completely voluntary. Coercion to obtain donated days is strictly prohibited. An employee who is eligible to receive retirement or disability benefits (either from insurance or Social Security) may not receive donated PTO days in lieu of opting to receive these benefits or while receiving them. Employees cannot receive donated PTO days while receiving Workers' Compensation payments or other insurance payments.

An employee's participation in this program as a recipient will terminate when the recipient is medically released to return to work, the recipient's employment is terminated, or the recipient fails to provide medical documentation. An employee will be denied the use of the PTO donation program if s/he manipulates the program for uses other than its intended ones, willfully submits inaccurate information, or if there is abuse of the program. This policy may be discontinued at any time for any reason.

All requests for donated PTO days will be handled through Human Resources. HR will then send notification electronically to all full-time staff that donations are needed. The recipients will be allowed to choose whether their name is included in the notification. After one week, if the requested amount is not donated, a second notification will be made. No more notifications will be sent.

HOLIDAYS

Regular, full-time staff employees are paid for staff holidays upon full-time hire, with the exception of the Christmas holiday period. The Christmas holiday period (i.e., the days observed for Christmas Eve through New Year's Day) will be paid after 30 days of regular full-time employment. Prior to 30 days of full-time employment, the Christmas holidays are observed but are unpaid.

Full day holidays are paid at 8 hours (7.5 only for grandfathered employees with that work schedule). In general, if a holiday falls on a Saturday, then Friday is observed; if a holiday falls on a Sunday, then Monday is observed. In order to be paid for a holiday, the working day immediately preceding and following the holiday must be worked or covered by paid benefit time. If a holiday falls during an employee's scheduled PTO time (e.g., a week that the employee requested to be off from work), that day will be counted as a holiday. Following are the College's paid holidays. The holidays may be adjusted as needed due to internal or external circumstances.

<u>Holiday</u>	<u>Observance</u>
New Year's Day	January 1
Martin Luther King Day	third Monday in January
Good Friday	varies
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Thanksgiving Day	fourth Thursday in November
Friday after Thanksgiving	following Friday
Christmas Eve	December 24
Christmas Day	December 25
Christmas floating holidays	varies
New Year's Eve	December 31
Employee's birthday	within a week of the birth date

BEREAVEMENT TIME

Upon hire, regular full-time, employees are eligible for paid bereavement time off. Three days of bereavement time is available for the death of a parent, spouse, sibling, child, grandchild, mother-in-law, and father-in-law. Two days of bereavement time is available for the death of a grandparent, brother-in-law (sister's spouse or spouse's brother [10/19/21]), and sister-in-law (brother's spouse or spouse's sister [10/19/21]). Spouse and in-laws refer to the current, legal spouse. Bereavement time must be used during the immediate period of bereavement. Employees who wish to take bereavement time should notify their supervisor immediately. A copy of the obituary should be submitted with the Biweekly Timesheet or Benefit Time Record with bereavement time. Other time off for bereavement must be taken as PTO.

JURY DUTY

The College supports employees in their civic responsibility to serve when summoned for jury duty. Employees who will miss work due to jury duty must notify their supervisor and Human Resources when jury notices are received. Regular, full-time employees will be paid for the regularly scheduled time they miss due to jury duty. Employees are expected to work their regular schedule before they are required to report for duty and after they are released from duty.

OTHER STAFF BENEFITS

PROFESSIONAL DEVELOPMENT:

If an employee requests to attend an outside training session, approval must be granted by the appropriate officer. If approved, payment for the session will be funded by the approving officer's budget account. The approving officer will determine if travel, dining, and/or lodging expenses are reimbursable.

If the College requests that an employee attend an outside training session, the College will pay for the session, lodging expenses, travel expenses, and reasonable dining expenses. The employee will be compensated according to the Fair Labor Standards Act. The time will be counted as time worked if at least one of the following conditions is met:

1. Attendance is during the employee's regular working hours.
2. Attendance is not voluntary.
3. The training is directly related to the employee's job.
4. The employee performs any productive working during attendance.

CONDOLENCES

The College will extend condolences in the form of flowers or a memorial contribution to an employee upon a death of a parent, spouse, sibling, child, grandchild, mother-in-law, or father-in-law. All such expenditures are coordinated through Human Resources.

EMPLOYEE GIFTS AND RECEPTIONS

At the supervisor's discretion, the College will sponsor farewell receptions for departing employees who have been employed by the College full-time for at least five years. Officers must approve the use and amount of departmental funds for an appropriate reception. College funds may not be used to purchase employee gifts or for personal receptions (e.g., baby shower, wedding shower, etc.). Such receptions may be held on campus but are to be funded by the employees coordinating the event.

Section III: Faculty Members

FACULTY LEAVES

SICK LEAVE

Full-time faculty are provided with up to six months of sick leave with full pay and benefits for the duration of an illness. When applicable, this leave will be concurrent with FMLA leave; please see the Family and Medical Leave section in this Handbook for more information. Employees are required to present medical certification confirming the need for the leave, as well as certification releasing the employee to return to work.

SABBATICALS

Sabbaticals are awarded to full-time faculty members (does not include staff with faculty status) for the primary purpose of increasing the value of the recipient's sustained contribution to the college by providing the individual a significant opportunity for professional growth and renewal so the individual may return to the college with renewed vigor, perspective, and insight. A sabbatical should provide the individual with a significant opportunity for new, or renewed, achievement and growth through activities such as study, research, writing, creative work, and/or travel so that their teaching and scholarship effectiveness may be enhanced. Opportunities for additional training, for improving skills, and for maintaining currency in the field also are purposes of sabbatical leaves. Sabbatical applications that support the college's curriculum, mission, and initiatives that further the objectives of the college's Strategic Plan are strongly encouraged.

Appropriate activities include, but are not limited to the following:

- Enrollment toward completion of an advanced degree.
- Professional development (workshops, courses, independent study, or professional meetings one would not normally be able to attend).
- Exchange opportunities.
- Editorial positions.
- Positions in service organizations.
- Professional research and/or creative endeavors.
- Travel appropriate to one's discipline.

Sabbatical opportunities are limited in number. They are not automatically approved. Sabbaticals are not to be understood as deferred compensation nor are they to be anticipated as approved simply due to longevity at the college. Due to the limited number of sabbaticals, various factors will have to be considered in selecting the candidates for sabbatical, such as the advantage to the college in faculty improvement. Sabbaticals will be given only if there is reasonable assurance that arrangements can be made to ensure that there will be a smooth operation of the department involved.

To be eligible for a sabbatical, a faculty member must have six years of continuous full-time employment as a faculty member at Kentucky Wesleyan. For faculty who have previously been awarded a sabbatical at Kentucky Wesleyan, the faculty member is eligible to apply for another sabbatical after six years of continuous full-time employment as a faculty member since their return from the most recent sabbatical. Faculty may apply for a sabbatical during the sixth year of service, but, if approved, the six years of service must be complete before the sabbatical commences.

Sabbaticals may be requested for one semester (fall or spring) or for an academic year (fall and spring). If a sabbatical is approved for one semester, the faculty member will be paid the equivalent of their base salary for that one semester. If a sabbatical is approved for two semesters, the faculty member will be paid the equivalent of one-half of their base salary for those two semesters. Faculty members on

sabbatical may retain their employee insurance benefits at the same terms and conditions as other employees.

Faculty members receiving sabbaticals are expected and obligated to return to full-time employment at Kentucky Wesleyan for a period of at least two years immediately following the end of their approved sabbatical.

After a sabbatical, the faculty member must produce a written report for the Vice President of Academic Affairs (VPAA) within four months of the end of the sabbatical. This report should include, at a minimum, a summary of the purpose, goals, and objectives of the project; the outcomes of the project; and a final reflection of the significance of this project to the faculty member's work at Kentucky Wesleyan. In addition, an oral presentation of the work accomplished must be given at the next faculty development workshop. This should summarize sabbatical activities and professional growth drawing applications to the wider campus community. The oral and written reports are required elements of the sabbatical activity. Future sabbatical applications for a faculty member will not be considered if these reports from a previous sabbatical were not completed. Faculty are also encouraged to choose additional ways in which to share their sabbatical experience, findings, and information gained.

To apply for a sabbatical, a faculty member must complete the college's Sabbatical Application and submit it to their Division Chair. The application should then be forwarded to the VPAA. Applications should be made in early September of the academic year preceding the academic year the sabbatical would be taken.

EDUCATIONAL LEAVE

Kentucky Wesleyan College expects and encourages its faculty members to continue their professional growth. Under the appropriate conditions, the College may grant a leave of absence for graduate study and provide financial assistance to those pursuing the doctoral degree or another course of graduate study specifically approved by the Dean of the College.

1. The person must have been full-time faculty member at Kentucky Wesleyan College for a period of at least two years.
2. Financial assistance for a person on an educational leave from Kentucky Wesleyan College will be calculated at the rate \$3,000 per semester (or \$1,000 per quarter on the quarter system), or a maximum of \$5,000 per academic year. For summer study, the faculty member may be remunerated at the special rate of \$200 per week of academic study for a maximum of \$2,000 per summer.
3. Each faculty member accepting educational leave with financial assistance must agree to an appropriate period of service at Kentucky Wesleyan College following the period of graduate study equal to the period of assistance. One full year of graduate study will obligate the faculty member to one full year of service at Kentucky Wesleyan College. Failure to complete the above service will transfer all financial assistance to the basis of a loan which will be due immediately upon the faculty member's resignation from the College. Appropriate contractual understanding will be signed by the faculty member and the Dean of the College setting forth the terms of the education leave.
4. Requests for educational leaves must be submitted by letter to the Dean of the College well in advance, but in no case later than December 1 of the academic year preceding the leave of absence.
5. Approval of requests for academic leave is necessarily subject to the availability of funds and temporary arrangements by the faculty of the department affected by the faculty member's leave of absence.

OTHER LEAVES

Other leaves may be provided in appropriate circumstances for projects of direct benefit to the College, for public or private service outside of the institution, for illness, recovery of health, or for family and medical leave consistent with The Family and Medical Leave Act.

To protect the academic program of the College any such leave should be applied for well in advance.

All of the terms surrounding the leave should be mutually agreed upon in writing at the time the leave is granted. Such terms would naturally involve the duration of the leave, its effect upon the faculty member's status, any expectations for return to the College following the leave, adjustment in compensation, and the possible continuation of his/her fringe benefits during the leave. In working toward reasonable terms, both parties should be informed of the guidelines of the professional agencies pertaining to such leaves.

Section IV: Appendices

Appendix A

Kentucky Wesleyan College Title IX Sexual Misconduct & Discrimination Policy Manual

Approval: Office of the President
Policy Type: College
Policy Owner: Office of the President
Responsible Office: Title IX Coordinator
Approval Date: August 2020
Next Review: August 2021

Table of Contents

1. Glossary----- 3

2. Rationale for Policy----- 5

3. Applicable Scope ----- 5

4. Title IX Coordinator ----- 6

5. Independence and Conflict-of-Interest ----- 6

6. Administrative Contact Information ----- 7

7. Notice/Complaints of Discrimination, Harassment, and/or Retaliation----- 8

8. Supportive Measures----- 9

9. Emergency Removal----- 10

10. Promptness----- 11

11. Privacy ----- 12

12. Jurisdiction of the Recipient----- 12

13. Time Limits on Reporting----- 14

14. Online Harassment and Misconduct----- 14

15. Policy on Nondiscrimination----- 14

16. Policy on Discriminatory Harassment----- 15

 a. Discriminatory Harassment ----- 16

 b. Sexual Harassment ----- 16

 c. Force, Coercion, Forcible Compulsion, Consent, and Incapacitation----- 20

 d. Other Civil Rights Offenses ----- 22

17. Interpersonal Relationships----- 23

18. Retaliation ----- 24

19. Mandated Reporting----- 24

 a. Confidential Resources----- 25

 b. Anonymous Notice to Mandated Reporters----- 25

 c. Mandated Reporters and Formal Notice/Complaints ----- 26

20. When a Complainant Does Not Wish to Proceed ----- 26

21. Federal Timely Warning Obligations ----- 28

22. False Allegations and Evidence ----- 28

23. Amnesty for Complainants and Witnesses ----- 28

1. Glossary

- *Advisor* means a person chosen by a party or appointed by the institution to accompany the party to meetings related to the resolution process, to advise the party on that process, and to conduct cross-examination for the party at the hearing, if any.
- *Complainant* means an individual who is alleged to be the victim of conduct that could constitute harassment or discrimination based on a protected class; or retaliation for engaging in a protected activity.
- *Complaint (formal)* means a document filed/signed by a Complainant or signed by the Title IX Coordinator alleging harassment or discrimination based on a protected class or retaliation for engaging in a protected activity against a Respondent and requesting that the recipient investigate the allegation.
- *Confidential Resource* means an employee who is not a Mandated Reporter of notice of harassment, discrimination, and/or retaliation (irrespective of Clery Act Campus Security Authority status).
- *Day* means a business day when Kentucky Wesleyan College is in normal operation.
- *Education program or activity* means locations, events, or circumstances where Kentucky Wesleyan College exercises substantial control over both the Respondent and the context in which the sexual harassment or discrimination occurs and also includes any building owned or controlled by a student organization that is officially recognized by Kentucky Wesleyan College.
- *Final Determination*: A conclusion by the preponderance of evidence that the alleged conduct occurred and whether it did or did not violate policy.
- *Finding*: A conclusion by the preponderance of evidence that the conduct did or did not occur as alleged.
- *Formal Grievance Process* means "Process A," a method of formal resolution designated by the recipient to address conduct that falls within the policies included below, and which complies with the requirements of 34 CFR Part 106.45.
- *Grievance Process Pool* includes any investigators, hearing officers, appeal officers, and Advisors who may perform any or all these roles (though not at the same time or with respect to the same case).
- *Hearing Decision-maker or Panel* refers to those who have decision-making and sanctioning authority within the Recipient's Formal Grievance process.

- *Investigator* means the person or persons charged by Kentucky Wesleyan College with gathering facts about an alleged violation of this Policy, assessing relevance and credibility, synthesizing the evidence, and compiling this information into an investigation report and file of directly related evidence.
- *Mandated Reporter* means an employee of Kentucky Wesleyan College who is obligated by policy to share knowledge, notice, and/or reports of harassment, discrimination, and/or retaliation with the Title IX Coordinator or their supervisor.⁴
- *Notice* means that an employee, student, or third-party informs the Title IX Coordinator or other Official with Authority of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct.
- *Official with Authority (OWA)* means an employee of Kentucky Wesleyan College explicitly vested with the responsibility to implement corrective measures for harassment, discrimination, and/or retaliation on behalf of the Recipient.
- *Parties* include the Complainant(s) and Respondent(s), collectively.
- *Process A* means the Formal Grievance Process detailed in the Title IX Procedures Manual.
- *Process B* means the informal alternative resolution procedures detailed in the Title IX Procedures Manual.
- *Recipient* means a postsecondary education program that is a recipient of federal funding.
- *Remedies* are post-finding actions directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore access to the Recipient's educational program.
- *Respondent* means an individual who has been reported to be the perpetrator of conduct that could constitute harassment or discrimination based on a protected class; or retaliation for engaging in a protected activity.
- *Resolution* means the result of an informal or Formal Grievance Process.
- *Sanction* means a consequence imposed by the Recipient on a Respondent who is found to have violated this policy.

⁴ Not to be confused with those mandated by state law to report child abuse, elder abuse, and/or abuse of individuals with disabilities to appropriate officials, though these responsibilities may overlap with those who have mandated reporting responsibility in this Policy.

- *Sexual Harassment* is the umbrella category including the offenses of sexual harassment, sexual assault, stalking, and dating violence and domestic violence.
- *Title IX Coordinator* is at least one official designated by Kentucky Wesleyan College to ensure compliance with Title IX and Kentucky Wesleyan College's Title IX program. References to the Coordinator throughout this policy may also encompass a designee of the Coordinator for specific tasks.
- *Title IX Team* refers to the Title IX Coordinator, Title IX Deputy Coordinator(s), and any member of the Grievance Process Pool.

2. Rationale for Policy

Kentucky Wesleyan College values the unique contributions of all members of our campus community. As part of our mission to prepare future leaders intellectually, spiritually, and physically, we strive to provide an atmosphere that encourages and challenges all members of the Kentucky Wesleyan College campus community to exhibit an understanding and appreciation of cultural and human differences. We are committed to being a community that reflects the diversity of our larger society. We expect all members of our institution to actively create and maintain an inclusive learning and living environment that embraces diversity in all forms, including race, ethnicity, gender, gender identity, socio-economic status, national origin, sexual orientation, disability, religion, and thought.

To ensure compliance with federal and state civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the educational program or activity, Kentucky Wesleyan College has developed internal policies and procedures that provide a prompt, fair, and impartial process for those involved in an allegation of discrimination or harassment on the basis of protected class status, and for allegations of retaliation. Kentucky Wesleyan College values and upholds the equal dignity of all members of its community and strives to balance the rights of the parties in the grievance process during what is often a difficult time for all those involved.

3. Applicable Scope

The core purpose of this policy is the prohibition of all forms of discrimination based on sex. Sometimes, discrimination involves exclusion from activities, such as admission, athletics, or employment. Other times, discrimination takes the form of harassment or, in the case of sex-based discrimination, can encompass sexual harassment, sexual assault, stalking, sexual exploitation, dating violence or domestic violence. When an alleged violation based on sex of this anti-discrimination policy is reported, the allegations are subject to resolution using Kentucky Wesleyan College's "Process A" or "Process B," as determined by the Title IX Coordinator, and as detailed below.

When the Respondent is a member of the Kentucky Wesleyan College community, a grievance process may be available regardless of the status of the Complainant, who may or may not be a member of the Kentucky Wesleyan College community. This community includes, but is not limited

to, students,² student organizations, faculty, administrators, staff, and third parties such as guests, visitors, volunteers, invitees, and campers. The procedures below may be applied to incidents, to patterns, and/or to the campus climate, all of which may be addressed and investigated in accordance with this policy.

4. Title IX Coordinator

The Title IX Coordinator oversees implementation of the Recipient's Affirmative Action and Equal Opportunity plan and the Recipient's policy on harassment, and nondiscrimination based on sex. The Title IX Coordinator has the primary responsibility for coordinating Kentucky Wesleyan College's efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remediate, and prevent discrimination, harassment, and retaliation based on sex and prohibited under this policy.

Title IX Coordinator

Deborah Russell

Howard Greenwell Library, Director's Office

3000 Frederica Street, Owensboro, KY 42301

(270) 852-3266

Email: drussell@kwc.edu

Web: <https://kwc.edu/campus-life/sexual-harassmentassault/>

5. Independence and Conflict-of-Interest

The Title IX Coordinator manages the Title IX Team and acts with independence and authority free from bias and conflicts of interest. The Title IX Coordinator oversees all resolutions under this policy and these procedures. The members of the Title IX Team are vetted and trained to ensure they are not biased for or against any party in a specific case, or for or against Complainants and/or Respondents, generally.

To raise any concern involving bias or conflict of interest by the Title IX Coordinator, contact the Office of the Kentucky Wesleyan College President who will decide if a conflict or bias exists.

Concerns of bias or a potential conflict of interest by any other Title IX Team member should be raised with the Title IX Coordinator who will decide if a conflict or bias exists.

Reports of misconduct or discrimination committed by the Title IX Coordinator should be reported to the Office of the Kentucky Wesleyan College President. Reports of misconduct or discrimination committed by any other Title IX Team member should be reported to the Title IX Coordinator.

Office of the President

Dr. Thomas Mitzel

3000 Frederica St.

² For the purpose of this policy, Kentucky Wesleyan College defines "student" as any individual who has accepted an offer of admission, or who is registered or enrolled for credit or non-credit bearing coursework, and who maintains an ongoing relationship with Kentucky Wesleyan College.

Owensboro, KY 42301
Admin. 102A
(270) 852-3104
Tom.Mitzel@kwc.edu

6. Administrative Contact Information

Complaints or notice of alleged policy violations, or inquiries about or concerns regarding this policy and procedures, may be made internally to:

Title IX Coordinator

Deborah Russell
Howard Greenwell Library, Director's Office
3000 Frederica Street, Owensboro, KY 42301
(270) 852-3266
Email: drussell@kwc.edu
Web: <https://kwc.edu/campus-life/sexual-harassmentassault/>

Title IX Deputy

Jenna Brashear
Director of Institutional Research
3000 Frederica Street, Owensboro, KY 42301
Admin. 206
(270) 852-3291
Email: jbrashear@kwc.edu

Office of the President

Dr. Thomas Mitzel
3000 Frederica St.
Owensboro, KY 42301
Admin. 102A
(270) 852-3104
Tom.Mitzel@kwc.edu

Inquiries may be made externally to:

Office for Civil Rights (OCR)
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-1100
Customer Service Hotline #: (800) 421-3481
Facsimile: (202) 453-6012
TDD#: (877) 521-2172
Email: OCR@ed.gov
Web: <http://www.ed.gov/ocr>

Or the regional office serving Kentucky

Office for Civil Rights, Philadelphia Office
U.S. Department of Education
The Wanamaker Building
100 Penn Square East, Suite 515
Philadelphia, PA 19107-3323
Telephone: (215) 656-8541
Fax: (215) 656-8605
Email: OCR.Philadelphia@ed.gov

Kentucky State Police
8298 Keach Dr.
Henderson, KY 42420
(270) 826-3312

Owensboro Police Department
222 East Nineth Street
Owensboro, KY 42303
(270) 687-8888

For complaints involving employees: [Equal Employment Opportunity Commission \(EEOC\)](#)

EEOC Louisville Area Office
600 Dr. Martin Luther King Jr Pl, Suite 268
Louisville, KY 40202
800-669-4000
Director Alan Anderson

7. Notice/Complaints of Discrimination, Harassment, and/or Retaliation

Notice or complaints of discrimination, harassment, and/or retaliation may be made using any of the following options:

- 1) File a complaint with, or give verbal notice to, the Title IX Coordinator or Title IX Deputy. Such a report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator or any other official listed.

Title IX Coordinator
Deborah Russell
Howard Greenwell Library, Director's Office
3000 Frederica Street, Owensboro, KY 42301
(270) 852-3266

Email: drussell@kwc.edu

Web: <https://kwc.edu/campus-life/sexual-harassmentassault/>

Title IX Deputy

Jenna Brashear

Director of Institutional Research

3000 Frederica Street, Owensboro, KY 42301

Admin. 206

(270) 852-3291

Email: jbrashear@kwc.edu

[2] Report online, using the reporting form posted at <https://kwc.edu/title-ix-complaint-submission/>

A **Formal Complaint** means a document filed/signed by the Complainant or signed by the Title IX Coordinator alleging a policy violation by a Respondent and requesting that Kentucky Wesleyan College investigate the allegation(s). A complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information in the section immediately above, or as described in this section. As used in this paragraph, the phrase "document filed by a Complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by Kentucky Wesleyan College) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the complaint.

If notice is submitted in a form that does not meet this standard, the Title IX Coordinator will contact the Complainant to ensure that it is filed correctly.

Anonymous reports are accepted but can give rise to a need to investigate. Kentucky Wesleyan College tries to provide supportive measures to all Complainants, which is impossible with an anonymous report. Because reporting carries no obligation to initiate a formal response, and as Kentucky Wesleyan College respects Complainant requests to dismiss complaints unless there is a compelling threat to health and/or safety, the Complainant is largely in control and should not fear a loss of privacy by making a report that allows Kentucky Wesleyan College to discuss and/or provide supportive measures.

8. Supportive Measures

Kentucky Wesleyan College will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged harassment, discrimination, and/or retaliation.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the parties to restore or preserve access to Kentucky Wesleyan College's education program or activity, including measures designed to protect the safety of all parties or the Kentucky Wesleyan College educational environment, and/or deter harassment, discrimination, and/or retaliation.

The Title IX Coordinator promptly makes supportive measures available to the parties upon receiving notice or a complaint. At the time that supportive measures are offered, Kentucky Wesleyan College will inform the Complainant, in writing, that they may file a formal complaint either at that time or in the future, if they have not done so already. The Title IX Coordinator works with the Complainant to ensure that their wishes are considered with respect to the supportive measures that are planned and implemented.

Kentucky Wesleyan College will maintain the privacy of the supportive measures, provided that privacy does not impair the ability to provide the supportive measures. Kentucky Wesleyan College will act to ensure as minimal an academic impact on the parties as possible, in a way that does not unreasonably burden the other party.

These actions may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services
- Referral to the Employee Assistance Program available to employees on the life insurance plan. More information may be access on the PantherNet.
<https://intranet.kwc.edu/uploads/sites/3/Employee-Assistance-Program-flyer.pdf>
- Referral to community-based service providers
- Visa and immigration assistance to students
- Student financial aid counseling
- Education to the community or community subgroup(s)
- Altering campus housing assignment(s)
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Providing transportation accommodations
- Implementing contact limitations (no contact orders) between the parties
- Academic support, extensions of deadlines, or other course/program-related adjustments
- Timely warnings
- Class schedule modifications, withdrawals, or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

Violations of no contact orders will be referred to appropriate student or employee conduct processes for enforcement.

9. Emergency Removal

Kentucky Wesleyan College can act to remove a Respondent entirely or partially from its education program or activities on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other

individual justifies removal. This risk analysis is performed by the Title IX Coordinator in conjunction with the Threat Assessment Group (TAG) using its standard objective violence risk assessment procedures.

In all cases in which an emergency removal is imposed, the student, employee, or two (2) representatives from a student organization will be given notice of the action and the option to request to meet with the Title IX Coordinator prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to show cause why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate. When this meeting is not requested within 48 hours objections to the emergency removal will be deemed waived. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it is equitable to do so. This section also applies to any restrictions that a coach or athletic administrator may place on a student-athlete arising from allegations related to Title IX. There is no appeal process for emergency removal decisions.

A Respondent may be accompanied by an Advisor of their choice when meeting with the Title IX Coordinator for the show cause meeting. The Respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation.

The Title IX Coordinator has sole discretion under this policy to implement or stay an emergency removal and to determine the conditions and duration. Violation of an emergency removal under this policy will be grounds for discipline, which may include expulsion or termination.

Kentucky Wesleyan College will implement the least restrictive emergency actions possible considering the circumstances and safety concerns. As determined by the Title IX Coordinator, these actions could include, but are not limited to: removing a student from a residence hall, temporarily re-assigning an employee, restricting a student's or employee's access to or use of facilities or equipment, allowing a student to withdraw or take grades of incomplete without financial penalty, authorizing an administrative leave, and suspending a student's participation in extracurricular activities, student employment, student organizational leadership, or intercollegiate/intramural athletics.

At the discretion of the Title IX Coordinator, alternative coursework options may be pursued to ensure as minimal an academic impact as possible on the parties. Telework may be pursued to ensure as minimal an employment impact as possible on employed parties at the joint discretion of the Title IX Coordinator and the supervisor of the employee.

10. Promptness

All allegations are acted upon promptly by Kentucky Wesleyan College once it has received notice or a formal complaint. Complaints can take 60-90 business days to resolve, typically. There are

always exceptions and extenuating circumstances that can cause a resolution to take longer, but Kentucky Wesleyan College will avoid all undue delays within its control.

Any time the general timeframes for resolution outlined in Kentucky Wesleyan College procedures will be delayed, Kentucky Wesleyan College will provide written notice to the parties of the delay, the cause of the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

11. Privacy

Every effort is made by Kentucky Wesleyan College to preserve the privacy of reports. Kentucky Wesleyan College will not share the identity of any individual who has made a report or complaint of harassment, discrimination, or retaliation; any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, or any witness, except as permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g; FERPA regulations, 34 CFR part 99; or as required by law; or to carry out the purposes of 34 CFR Part 106, including the conducting of any investigation, hearing, or grievance proceeding arising under these policies and procedures.

Kentucky Wesleyan College reserves the right to designate which College officials have a legitimate educational interest in being informed about incidents that fall within this policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

Only a small group of officials who need to know will typically be told about the complaint, including but not limited to: President, Vice President of Student Affairs for complaints involving students, Director of Human Resources for complaints involving employees, and Compliance Office, Recipient Police, and the Threat Assessment Group. Information will be shared as necessary with Investigators, Hearing Panel members/Decision-makers, witnesses, and the parties. The circle of people with this knowledge will be kept as tight as possible to preserve the parties' rights and privacy.

Kentucky Wesleyan College may contact parents/guardians to inform them of situations in which there is a significant and articulable health and/or safety risk but will usually consult with the student first before doing so.

12. Jurisdiction of the Recipient

This policy applies to the education program and activities of Kentucky Wesleyan College, that take place on the campus or on property owned or controlled by the College, at College sponsored events, or in buildings owned or controlled by College recognized student organizations. The Respondent must be a member of the Kentucky Wesleyan College community for its policies to apply.

This policy can also be applicable to the effects of off-campus misconduct that effectively deprive someone of access to Kentucky Wesleyan College's educational program. The recipient may also

extend jurisdiction to off-campus and/or to online conduct when the Title IX Coordinator determines that the conduct affects a substantial Kentucky Wesleyan College interest.

Regardless of where the conduct occurred, the Recipient will address notice/complaints to determine whether the conduct occurred in the context of its employment or educational program or activity and/or has continuing effects on campus or in an off-campus sponsored program or activity. A substantial Kentucky Wesleyan College interest includes:

- a. Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to, single or repeat violations of any local, state, or federal law.
- b. Any situation in which it is determined that the Respondent poses an immediate threat to the physical health or safety of any student or other individual.
- c. Any situation that significantly impinges upon the rights, property, or achievements of oneself or others or significantly breaches the peace and/or causes social disorder; and/or
- d. Any situation that is detrimental to the educational interests or mission of Kentucky Wesleyan College.

If the Respondent is unknown or is not a member of the Kentucky Wesleyan College community, the Title IX Office will assist the Complainant in identifying appropriate campus and local resources and support options and/or, when criminal conduct is alleged, in contacting local or campus law enforcement if the individual would like to file a police report.

Further, even when the Respondent is not a member of Kentucky Wesleyan College's community, supportive measures, remedies, and resources may be accessible to the Complainant by contacting the Title IX Office or New Beginnings Sexual Assault Support Services, 1-800-226-7273.

In addition, Kentucky Wesleyan College may take other actions as appropriate to protect the Complainant against third parties, such as barring individuals from College property and/or events.

All vendors serving Kentucky Wesleyan College through third-party contracts are subject to the policies and procedures of their employers [or to these policies and procedures to which their employer has agreed to be bound by their contracts].

When the Respondent is enrolled in or employed by another institution, the Title IX Office can assist the Complainant in liaising with the appropriate individual at that institution, as it may be possible to allege violations through that institution's policies.

Similarly, the Title IX Office may be able to advocate for a student or employee Complainant who experiences discrimination in an externship, study abroad program, or other environment external to Kentucky Wesleyan College where sexual harassment or nondiscrimination policies and procedures of the facilitating or host organization may give recourse to the Complainant.

13. Time Limits on Reporting

There is no time limitation on providing notice/complaints to the Title IX Coordinator. However, if the Respondent is no longer subject to the Kentucky Wesleyan College's jurisdiction and/or significant time has passed, the ability to investigate, respond, and provide remedies may be more limited or impossible.

Acting on notice/complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

When notice/complaint is affected by significant time delay, Kentucky Wesleyan College will typically apply the policy in place at the time of the alleged misconduct and the procedures in place at the time of notice/complaint.

14. Online Harassment and Misconduct

The policies of Kentucky Wesleyan College are written and interpreted broadly to include online and cyber manifestations of any of the behaviors prohibited below, when those behaviors occur in or have an effect on the College's education program and activities or use College networks, technology, or equipment.

While Kentucky Wesleyan College may not control websites, social media, and other venues in which harassing communications are made, when such communications are reported to Kentucky Wesleyan College, it will engage in a variety of means to address and mitigate the effects under the Social Media Policy available at <https://intranet.kwc.edu/uploads/sites/3/Social-Media-Policy-Update-2018.pdf>.

Members of the community are encouraged to be good digital citizens and to refrain from online misconduct, such as feeding anonymous gossip sites, sharing inappropriate content via Snaps or other social media, unwelcome sexting, revenge porn, breaches of privacy, or otherwise using the ease of transmission and/or anonymity of the Internet or other technology to harm another member of the Kentucky Wesleyan College community.

Otherwise, such communications are considered speech protected by the First Amendment. Supportive measures for Complainants will be provided, but protected speech cannot legally be subjected to discipline.

Off-campus harassing speech by employees, whether online or in person, may be regulated by the Recipient only when such speech is made in an employee's official or work-related capacity.

15. Policy on Nondiscrimination

Kentucky Wesleyan College adheres to all federal and state civil rights laws and regulations prohibiting discrimination in private institutions of higher education.

Kentucky Wesleyan College does not discriminate against any employee, applicant for employment, student, or applicant for admission based on:

- Race,
- Religion,
- Color,
- Sex,
- Pregnancy,
- Ethnicity,
- National origin (including ancestry),
- Physical or mental disability (including perceived disability),
- Age,
- Sexual orientation,
- Gender identity,
- Veteran or military status,
- Predisposing genetic characteristics,
- or any other protected category under applicable local, state, or federal law, including protections for those opposing discrimination or participating in any grievance process on campus, with the Equal Employment Opportunity Commission, or other human rights agencies.

This policy covers nondiscrimination in both employment and access to educational opportunities. Therefore, any member of the Kentucky Wesleyan College community whose acts deny, deprive, or limit the educational or employment or residential and/or social access, benefits, and/or opportunities of any member of the Kentucky Wesleyan College community, guest, or visitor on the basis of that person's actual or perceived membership in the protected classes listed above is in violation of the Kentucky Wesleyan College policy on nondiscrimination.

When brought to the attention of Kentucky Wesleyan College, any such discrimination will be promptly and fairly addressed and remedied by the College according to the grievance process described below.

16. Policy on Discriminatory Harassment

Students, staff, administrators, and faculty are entitled to an employment and educational environment that is free of discriminatory harassment. Kentucky Wesleyan College's harassment policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane but controversial or sensitive subject matters protected by academic freedom.

The sections below describe the specific forms of legally prohibited harassment that are also prohibited under Kentucky Wesleyan College policy. When speech or conduct is protected by academic freedom and/or the First Amendment, it will not be considered a violation of Kentucky Wesleyan College policy, though supportive measures will be offered to those impacted.

a. Discriminatory Harassment

Discriminatory harassment constitutes a form of discrimination that is prohibited by Kentucky Wesleyan College policy. Discriminatory harassment is defined as unwelcome conduct by any member or group of the community based on actual or perceived membership in a class protected by policy or law.

Kentucky Wesleyan College does not tolerate discriminatory harassment of any employee, student, visitor, or guest. Kentucky Wesleyan College will act to remedy all forms of harassment when reported, whether or not the harassment rises to the level of creating a “hostile environment.”

A hostile environment is one that unreasonably interferes with, limits, or effectively denies an individual’s educational or employment access, benefits, or opportunities.³ This discriminatory effect results from harassing verbal, written, graphic, or physical conduct that is severe or pervasive *and* objectively offensive.

When discriminatory harassment rises to the level of creating a hostile environment, Kentucky Wesleyan College may also impose sanctions on the Respondent through application of the grievance process below.

Kentucky Wesleyan College reserves the right to address offensive conduct and/or harassment that 1) does not rise to the level of creating a hostile environment, or 2) that is of a generic nature and not based on a protected status. Addressing such conduct will not result in the imposition of discipline under Kentucky Wesleyan College policy, but may be addressed through respectful conversation, remedial actions, education, effective Alternate Resolution, and/or other informal resolution mechanisms.

For assistance with Alternate Resolution and other informal resolution techniques and approaches, employees should contact the Director of Human Resources, and students should contact the Dean of Students.

b. Sexual Harassment

The Department of Education’s Office for Civil Rights (OCR), the Equal Employment Opportunity Commission (EEOC), and the Commonwealth of Kentucky regard Sexual Harassment, a specific form of discriminatory harassment, as an unlawful discriminatory practice.

Kentucky Wesleyan College has adopted the following definition of Sexual Harassment to address the unique environment of an academic community, which consists not only of employer and employees, but of students as well.

Acts of sexual harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved.

³ This definition of hostile environment is based on Federal Register / Vol. 59, No. 47 / Thursday, March 10, 1994: [Department of Education Office for Civil Rights, Racial Incidents and Harassment Against Students At Educational Recipients Investigative Guidance.](#)

Sexual Harassment, as an umbrella category, includes the offenses of sexual harassment, sexual assault, domestic violence, dating violence, and stalking, and is defined as:

Conduct on the basis of sex that satisfies one or more of the following:

- 1) Quid Pro Quo:
 - a. an employee of Kentucky Wesleyan College,
 - b. conditions the provision of an aid, benefit, or service of the recipient,
 - c. on an individual's participation in unwelcome sexual conduct; and/or

- 2) Sexual Harassment:
 - a. unwelcome conduct,
 - b. determined by a reasonable person,
 - c. to be so severe, and
 - d. pervasive, and,
 - e. objectively offensive,
 - f. that it effectively denies a person equal access to the College's education program or activity.⁴

- 3) Sexual assault, defined as:
 - a) Sex Offenses, Forcible:
 - i) Any sexual act directed against another person,
 - ii) without the consent of the Complainant,
 - iii) including instances in which the Complainant is incapable of giving consent.³
 - b) Forcible Rape:
 - i) Penetration,
 - ii) no matter how slight,
 - iii) of the vagina or anus with any body part or object, or
 - iv) oral penetration by a sex organ of another person,
 - v) without the consent of the Complainant.
 - c) Forcible Sodomy:
 - i) Oral or anal sexual intercourse with another person,
 - ii) forcibly,
 - iii) and/or against that person's will (non-consensually), or

⁴ Unwelcomeness is subjective and determined by the Complainant (except when the Complainant is below the age of consent). Severity, pervasiveness, and objective offensiveness are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar circumstances ("in the shoes of the Complainant"), including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

³ This definition set is not taken from SRS/NIBRS verbatim. ATIXA has substituted Complainant for "victim," has removed references to his/her throughout, has defined "private body parts," has removed the confusing and unnecessary term "unlawfully," and has inserted language clarifying that the Recipient interprets "against the person's will" to mean "non-consensually." These are liberties ATIXA thinks are important to take with respect to the federal definitions, but users should consult legal counsel before adopting them.

- iv) not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age⁶ or because of temporary or permanent mental or physical incapacity.
 - d) Sexual Assault with an Object:
 - i) The use of an object or instrument to penetrate,
 - ii) however slightly,
 - iii) the genital or anal opening of the body of another person,
 - iv) forcibly,
 - v) and/or against that person's will (non-consensually),
 - vi) or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - e) Forcible Fondling:
 - i) The touching of the private body parts of another person (buttocks, groin, breasts),
 - ii) for the purpose of sexual gratification,
 - iii) forcibly,
 - iv) and/or against that person's will (non-consensually),
 - v) or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - f) Sex Offenses, Non-forcible:
 - i) Incest:
 - 1) Non-forcible sexual intercourse,
 - 2) between persons who are related to each other,
 - 3) within the degrees wherein marriage is prohibited by the Commonwealth of Kentucky law.
 - ii) Statutory Rape:
 - 1) Non-forcible sexual intercourse,
 - 2) with a person who is under the statutory age of consent of 16 years of age, or under 18 if the other participant is more than 10 years older.
- 4) Dating Violence, defined as:
- a. violence,
 - b. on the basis of sex,
 - c. committed by a person,
 - d. who is in or has been in a social relationship of a romantic or intimate nature with the Complainant.
 - i. The existence of such a relationship shall be determined based on the Complainant's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction

⁶ Per state law.

between the persons involved in the relationship. For the purposes of this definition—

- ii. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
- iii. Dating violence does not include acts covered under the definition of domestic violence.

5) Domestic Violence, defined as:

- a. violence,
- b. on the basis of sex,
- c. committed by a current or former spouse or intimate partner of the Complainant,
- d. by a person with whom the Complainant shares a child in common, or
- e. by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or
- f. by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of the Commonwealth of Kentucky or
- g. by any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of the Commonwealth of Kentucky.

*To categorize an incident as Domestic Violence, the relationship between the Respondent and the Complainant must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

6) Stalking, defined as:

- a. engaging in a course of conduct,
- b. on the basis of sex,
- c. directed at a specific person, that
 - i. would cause a reasonable person to fear for the person's safety, or
 - ii. the safety of others; or
 - iii. Suffer substantial emotional distress.

For the purposes of this definition—

- (i) Course of conduct means two or more acts, including, but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
- (ii) Reasonable person means a reasonable person under similar circumstances and with similar identities to the Complainant.
- (iii) Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

c. Force, Coercion, Forcible Compulsion, Consent, and Incapacitation

As used in the offenses above, the following definitions and understandings apply:

Force: Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., “Have sex with me or I’ll hit you,” “Okay, don’t hit me, I’ll do what you want.”).

Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

Coercion: Coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

Forcible Compulsion: Forcible compulsion includes physical force or the threat of physical force, expressed or implied, which places a person in reasonable fear of immediate death or physical injury or kidnap of self or another person. A person is not required to fight back. Placing a person in a continual state of fear and/or subjecting that person to an environment of emotional, verbal, or physical duress is sufficient to constitute forcible compulsion.

Consent is:

- knowing, and
- voluntary, and
- clear permission
- by word or action
- to engage in sexual activity.

Since individuals may experience the same interaction in different ways, it is the responsibility of each party to determine that the other has consented before engaging in the activity.

If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.

For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Reasonable reciprocation can be implied. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain *their* consent to being kissed back.

Consent can also be withdrawn once given, if the withdrawal is reasonably and clearly communicated. If consent is withdrawn, that sexual activity should cease within a reasonable time.

Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous intimate relationship is not sufficient to constitute consent.

Proof of consent or non-consent is not a burden placed on either party involved in an incident. Instead, the burden remains on Kentucky Wesleyan College to determine whether its policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

Consent in relationships must also be considered in context. When parties consent to BDSM⁷ or other forms of kink, non-consent may be shown by using a safe word. Resistance, force, violence, or even saying “no” may be part of the kink and thus consensual, so Kentucky Wesleyan College’s evaluation of communication in kink situations should be guided by reasonableness, rather than strict adherence to policy that assumes non-kink relationships as a default.

Incapacitation: A person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious, for any reason, including by alcohol or other drugs. As stated above, a Respondent violates this policy if they engage in sexual activity with someone who is incapable of giving consent.

It is a defense to a sexual assault policy violation that the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated. “Should have known” is an objective, reasonable person standard which assumes that a reasonable person is both sober and exercising sound judgment.

Incapacitation occurs when someone cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the “who, what, when, where, why, or how” of their sexual interaction).

Incapacitation is determined through consideration of all relevant indicators of an individual’s state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.

This policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating drugs.

⁷ Bondage, discipline/dominance, submission/sadism, and masochism.

d. Other Civil Rights Offenses

In addition to the forms of sexual harassment described above, which fall within the coverage of Title IX, Kentucky Wesleyan College additionally prohibits the following offenses as forms of discrimination outside of Title IX when the act is based upon the Complainant's actual or perceived membership in a protected class.

- Sexual Exploitation, defined as: taking non-consensual or abusive sexual advantage of another for their own benefit or for the benefit of anyone other than the person being exploited, and that conduct does not otherwise constitute sexual harassment under this policy. Examples of Sexual Exploitation include, but are not limited to:
 - Sexual voyeurism (such as observing or allowing others to observe a person undressing or using the bathroom or engaging in sexual acts, without the consent of the person being observed)
 - Invasion of sexual privacy.
 - Taking pictures, video, or audio recording of another in a sexual act, or in any other sexually-related activity when there is a reasonable expectation of privacy during the activity, without the consent of all involved in the activity, or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person's consent), including the making or posting of revenge pornography. In the Commonwealth of Kentucky, consent to creating a sexually related visual image does not, by itself, constitute consent to the distribution of the visual image. (KRS 531.120 (5))
 - Prostituting another person
 - Engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or a sexually transmitted disease (STD) or infection (STI), without informing the other person of the infection
 - Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person's ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity
 - Misappropriation of another person's identity on apps, websites, or other venues designed for dating or sexual connections
 - Forcing a person to take an action against that person's will by threatening to show, post, or share information, video, audio, or an image that depicts the person's nudity or sexual activity
 - Knowingly soliciting a minor for sexual activity
 - Engaging in sex trafficking
 - Creation, possession, or dissemination of child pornography
- Threatening or causing physical harm, extreme verbal, emotional, or psychological abuse, or other conduct which threatens or endangers the health or safety of any person.
- Discrimination, defined as actions that deprive, limit, or deny other members of the community of educational or employment access, benefits, or opportunities.

- Intimidation, defined as implied threats or acts that cause an unreasonable fear of harm in another.
- Hazing, defined as acts likely to cause physical or psychological harm or social ostracism to any person within the Kentucky Wesleyan College community, when related to the admission, initiation, pledging, joining, or any other group-affiliation activity in accordance with the Student Code of Conduct.
- Bullying, defined as:
 - Repeated and/or severe
 - Aggressive behavior
 - Likely to intimidate or intentionally hurt, control, or diminish another person, physically and/or mentally
 - That is not speech or conduct otherwise protected by the First Amendment.

Violation of any other Kentucky Wesleyan College policies may constitute a Civil Rights Offense when a violation is motivated by actual or perceived membership in a protected class, and the result is a discriminatory limitation or denial of employment or educational access, benefits, or opportunities.

Sanctions for the above-listed Civil Rights Offenses range from reprimand through expulsion/termination.

17. Interpersonal Relationships

In accordance with Kentucky Wesleyan College Interpersonal Relationship policy, any romantic and/or sexual relationship between an employee and a Wesleyan student is prohibited. Relationships in which a differential of power exists between parties increase the risk of exploitation, favoritism, bias, and conflicts of interest. Possible violations of this policy will be investigated by the Title IX Coordinator and/or Deputy Coordinator. If any intimate relationship negatively affects job performance or behavior, the College may take disciplinary action, up to and including termination.

In relationships with students, College employees must conduct themselves with the highest level of professionalism and standards of conduct. In all interactions with students, employees must exercise discretion, honor, integrity, and professional responsibility.

If a newly hired employee is already in a relationship with a current Kentucky Wesleyan student at the time of hire, the new employee must immediately disclose the relationship to the Cabinet Official to whom his/her position reports. This policy does not include platonic relationships, or couples married to each other.

18. Retaliation

Protected activity under this policy includes reporting an incident that may implicate this policy, participating in the grievance process, supporting a Complainant or Respondent, assisting in providing information relevant to an investigation, and/or acting in good faith to oppose conduct that constitutes a violation of this Policy.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. Kentucky Wesleyan College is prepared to take appropriate steps to protect individuals who fear that they may be subjected to retaliation.

It is prohibited for Kentucky Wesleyan College or any member of the College community to take materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy and procedure.

Charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

The exercise of rights protected under the First Amendment does not constitute retaliation.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy and procedure does not constitute retaliation, provided that a determination regarding responsibility, alone, is not sufficient to conclude that any party has made a materially false statement in bad faith.

19. Mandated Reporting

All Kentucky Wesleyan College employees (faculty, staff, administrators) are expected to report actual or suspected discrimination or harassment to appropriate officials immediately, though there are some limited exceptions.

In order to make informed choices, it is important to be aware of confidentiality and mandatory reporting requirements when consulting campus resources. On campus, some resources may maintain confidentiality and are not required to report actual or suspected discrimination or harassment. They may offer options and resources without any obligation to inform an outside agency or campus official unless a Complainant has requested the information be shared.

If a Complainant expects formal action in response to their allegations, reporting to any Mandated Reporter can connect them with resources to report crimes and/or policy violations, and these employees will immediately pass reports to the Title IX Coordinator (and/or police, if desired by the Complainant), who will take action when an incident is reported to them.

The following sections describe the reporting options at Kentucky Wesleyan College for a Complainant or third-party (including parents/guardians when appropriate):

a. Confidential Resources

If a Complainant would like the details of an incident to be kept confidential, the Complainant may speak with:

- the Counseling Services Office, Director of Counseling Services
- the Student Health Services Office, Director of Student Health Services
- Off-campus (non-employee) Resources:
 - Licensed professional counselors and other medical providers
 - Local rape crisis counselors
 - Domestic violence resources
 - Sexual assault resources
 - Local or state assistance agencies
 - Clergy/Chaplains
 - Attorneys

All of the above-listed individuals will maintain confidentiality when acting under the scope of their licensure, professional ethics, and/or professional credentials, except in extreme cases of immediacy of threat or danger or abuse of a minor/elder/individual with a disability, or when required to disclose by law or court order.

On campus, counseling services are available to help free of charge. The Director of Counseling may be consulted on an emergency basis 24/7 by calling 270-852-3183. The Director of Student Health Services may be consulted during business hours by calling 270-852-3288. Off campus, New Beginnings Sexual Assault Services are available 24/7 by calling 270-926-7273. Counseling Associates offers counseling services for a fee and will accept most insurances. They can be reached during business hours by calling 270-686-7999. The National Sexual Assault Hotline (800-656-4673) and National Domestic Violence Hotline (800-799-7233 or Text LOVEIS to 1-866-331-9475) are 24/7 services. These numbers are listed on the back of all student, faculty, and staff ID cards.

Kentucky Wesleyan College employees who are confidential will timely submit anonymous statistical information for Clery Act purposes unless they believe it would be harmful to their client or patient.

b. Anonymous Notice to Mandated Reporters

At the request of a Complainant, notice may be given by a Mandated Reporter to the Title IX Coordinator anonymously, without identification of the Complainant. The Mandated Reporter cannot remain anonymous themselves. When a Complainant has made a request for anonymity, the Complainant's personally identifiable information may be withheld by a Mandated Reporter, but all other details must be shared with the Title IX Coordinator.

Anonymous notice will be investigated by Kentucky Wesleyan College to the extent possible, both to assess the underlying allegation(s) and to determine if supportive measures or remedies can be provided. However, anonymous notice typically limits Kentucky Wesleyan College's ability to investigate, respond, and provide remedies, depending on what information is shared.

c. Mandated Reporters and Formal Notice/Complaints

All employees of Kentucky Wesleyan College (including student employees), with the exception of those who are designated as Confidential Resources, are Mandated Reporters and must promptly share with the Title IX Coordinator all known details of a report made to them in the course of their employment.

Employees must also promptly share all details of behaviors under this policy that they observe or have knowledge of, even if not reported to them by a Complainant or third-party.

Complainants may want to carefully consider whether they share personally identifiable details with non-confidential Mandated Reporters, as those details must be shared with the Title IX Coordinator.

Generally, disclosures in climate surveys, classroom writing assignments or discussions, human subjects research, or at events such as "Take Back the Night" marches or speak-outs do not provide notice that must be reported to the Coordinator by employees, unless the Complainant clearly indicates that they desire a report to be made or seek a specific response from Kentucky Wesleyan College.

Supportive measures may be offered as the result of such disclosures without formal Kentucky Wesleyan College action.

Failure of a Mandated Reporter, as described above in this section, to report an incident of harassment or discrimination of which they become aware is a violation of Kentucky Wesleyan College policy and can be subject to disciplinary action for failure to comply.

Though this may seem obvious, when a Mandated Reporter is engaged in harassment or other violations of this policy, they still have a duty to report their own misconduct, though Kentucky Wesleyan College is technically not on notice when a harasser is also a Mandated Reporter unless the harasser does in fact report themselves.

Finally, it is important to clarify that a Mandated Reporter who is themselves a target of harassment or other misconduct under this policy is not required to report their own experience, though they are, of course, encouraged to do so.

20. When a Complainant Does Not Wish to Proceed

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal complaint to be pursued, they may make such a request to

the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the campus and to comply with state or federal law.

The Title IX Coordinator has ultimate discretion over whether Kentucky Wesleyan College proceeds when the Complainant does not wish to do so, and the Title IX Coordinator may sign a formal complaint to initiate a grievance process upon completion of an appropriate violence risk assessment as determined by Threat Assessment Group.

The Title IX Coordinator's decision should be based on results of the violence risk assessment that show a compelling risk to health and/or safety that requires Kentucky Wesleyan College to pursue formal action to protect the community.

A compelling risk to health and/or safety may result from evidence of patterns of misconduct, predatory conduct, threats, abuse of minors, use of weapons, and/or violence. Recipients may be compelled to act on alleged employee misconduct irrespective of a Complainant's wishes.

The Title IX Coordinator must also consider the effect that non-participation by the Complainant may have on the availability of evidence and Kentucky Wesleyan College's ability to pursue a Formal Grievance Process fairly and effectively.

When the Title IX Coordinator executes the written complaint, they do not become the Complainant. The Complainant is the individual who is alleged to be the victim of conduct that could constitute a violation of this policy.

When Kentucky Wesleyan College proceeds, the Complainant (or their Advisor) may have as much or as little involvement in the process as they wish. The Complainant retains all rights of a Complainant under this Policy irrespective of their level of participation. Typically, when the Complainant chooses not to participate, the Advisor may be appointed as proxy for the Complainant throughout the process, acting to ensure and protect the rights of the Complainant.

Note that Kentucky Wesleyan College's ability to remedy and respond to notice may be limited if the Complainant does not want the College to proceed with an investigation and/or grievance process. The goal is to provide the Complainant with as much control over the process as possible, while balancing Kentucky Wesleyan College's obligation to protect its community.

In cases in which the Complainant requests confidentiality/no formal action and the circumstances allow Kentucky Wesleyan College to honor that request, the College will offer informal resolution options (see below), supportive measures, and remedies to the Complainant and the community, but will not otherwise pursue formal action.

If the Complainant elects to take no action, they can change that decision if they decide to pursue a formal complaint at a later date. Upon making a formal complaint, a Complainant has the right, and can expect, to have allegations taken seriously by Kentucky Wesleyan College, and to have the incidents investigated and properly resolved through these procedures.

21. Federal Timely Warning Obligations

Parties reporting sexual assault, domestic violence, dating violence, and/or stalking should be aware that under the Clery Act, Kentucky Wesleyan College must issue timely warnings for incidents reported to them that pose a serious or continuing threat of bodily harm or danger to members of the campus community.

Kentucky Wesleyan College will ensure that a Complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

22. False Allegations and Evidence

Deliberately false and/or malicious accusations under this policy, as opposed to allegations which, even if erroneous, are made in good faith, are a serious offense and will be subject to appropriate disciplinary action.

Additionally, student witnesses and parties knowingly providing false evidence, tampering with or destroying evidence after being directed to preserve such evidence, or deliberately misleading an official conducting an investigation can be subject to discipline under the Student Code of Conduct. Employees can be subject to discipline under the Employee Handbook.

23. Amnesty for Complainants and Witnesses

The Kentucky Wesleyan College community encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to report to Kentucky Wesleyan College officials or participate in grievance processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the Kentucky Wesleyan College community that Complainants choose to report misconduct to College officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process.

To encourage reporting and participation in the process, Kentucky Wesleyan College maintains a policy of offering parties and witnesses amnesty from minor policy violations – such as underage consumption of alcohol or the use of illicit drugs – related to the incident.

Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty to a Respondent is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all students within a progressive discipline system, and the rationale for amnesty – the incentive to report serious misconduct – is rarely applicable to Respondent with respect to a Complainant.

Students: Sometimes, students are hesitant to assist others for fear that they may get in trouble themselves. Kentucky Wesleyan College maintains a policy of amnesty for students who offer help to others in need and encourages all to assist anyone who may have experienced sexual misbehavior to seek help. While policy violations cannot be overlooked, Kentucky Wesleyan College may provide purely educational options with no official disciplinary finding, rather than punitive sanctions, to those who offer their assistance to others in need.

Employees: Sometimes, employees are hesitant to report harassment or discrimination they have experienced for fear that they may get in trouble themselves. For example, an employee who has violated the consensual relationship policy and is then assaulted in the course of that relationship might hesitate to report the incident to Kentucky Wesleyan College officials.

Kentucky Wesleyan College may, at its discretion, offer employee Complainants amnesty from such policy violations (typically more minor policy violations) related to the incident. Amnesty may also be granted to Respondents and witnesses on a case-by-case basis.

24. Federal Statistical Reporting Obligations

Certain campus officials – those deemed Campus Security Authorities – have a duty to report the following for federal statistical reporting purposes (Clery Act):

- a) All “primary crimes,” which include homicide, sexual assault, robbery, aggravated assault, burglary, motor vehicle theft, and arson.
- b) Hate crimes, which include any bias motivated primary crime as well as any bias motivated larceny or theft, simple assault, intimidation, or destruction/damage/vandalism of property.
- c) VAWA⁸-based crimes, which include sexual assault, domestic violence, dating violence, and stalking; and
- d) Arrests and referrals for disciplinary action for weapons-related law violations, liquor-related law violations, and drug abuse-related law violations.

All personally identifiable information is kept private, but statistical information must be passed along to [campus law enforcement] regarding the type of incident and its general location (on or off-campus or in the surrounding area, but no addresses are given) for publication in the Annual Security Report and daily campus crime log.

Campus Security Authorities include: student affairs/student conduct staff, campus security, local police, coaches, athletic directors, residence life staff, student activities staff, human resources staff, advisors to student organizations, and any other official with significant responsibility for student and campus activities.

ATIXA 2020 ONE POLICY, TWO PROCEDURES MODEL
USE AND ADAPTATION OF THIS MODEL WITH CITATION TO ATIXA IS PERMITTED
THROUGH A LIMITED LICENSE
TO Kentucky Wesleyan College.
ALL OTHER RIGHTS RESERVED.
©2020. ATIXA

Appendix B

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV



WHD Publication 1420 - Revised February 2013

U.S. Department of Labor | Wage and Hour Division