



FERRUM  
COLLEGE

Ferrum College  
Employee Handbook

*Fall 2024 (Rev.)*

The *Employee Handbook* is intended to inform employees about their responsibilities to the College, as well as the College's responsibilities to them. This handbook is applicable to all Ferrum College employees, regardless of their employee classification or status. All faculty specific guidelines are laid out in the Ferrum College *Faculty Handbook*.

The *Employee Handbook* sets forth policies, procedures, and other guidelines currently in place at Ferrum College. These policies, procedures, and guidelines are reviewed and revised when necessary to respond to changing needs and circumstances, as well as to remain in compliance with applicable federal and state law. These policies, procedures, and guidelines, however, neither constitute terms of employment nor are they contractually binding.

Each employee is strongly encouraged to become familiar with the information in the *Employee Handbook*. The *Employee Handbook* is also available online and can be accessed through Panther Xperience on the employee Single Sign-on.

While the College's administration and the Board of Trustees have the authority and the responsibility to create and change policy and procedure, the College actively seeks and welcomes feedback and suggestions from its employees.

**Acknowledgement of Receipt of the Ferrum College *Employee Handbook***

Upon receipt of the *Employee Handbook*, please sign below and return this form to the Office of Human Resources.

This is to acknowledge my receipt of the Ferrum College *Employee Handbook*, and that, additionally, I have been informed I have access to the *Employee Handbook* online (which will reflect any subsequent updates and revisions). I understand I am responsible for knowing its contents and abiding by its provisions.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Name (please print)

\_\_\_\_\_  
Date Signed

# Ferrum College *Employee Handbook*

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## *Welcome to Ferrum College*

Dear Panther family,

Welcome home to Ferrum College!

I am deeply honored to welcome you into our cherished Ferrum College family. Our employee handbook serves as a guide to support your journey here, ensuring your success and fulfillment as part of our community.

At Ferrum College, we are bound together by a commitment to "Not Self, But Others." Each of you embodies this spirit wholeheartedly, striving for excellence and dedicating yourselves to nurturing our students and supporting each other. Together, we empower our students to realize their potential, and we ensure all who enter with promise, leave with purpose.

Thank you for choosing Ferrum College as your destination of choice, and for being an integral part of our shared mission. Together, we will continue to uphold the timeless values that define our institution, making a lasting impact in the lives of our students and of each other.

With gratitude and warm regards.

Onward and upward!

M3  
Mirta M. Martin, Ph.D.  
President  
Ferrum College

## *History*

At the time of its founding in 1913, Ferrum College's community was the southern Blue Ridge Mountain area of Southwest Virginia, where public education at that time was in its infancy and circumstances often prevented students from attending school. To help meet the needs of private, non-sectarian Christian and liberal arts education for mountain girls and boys, the Woman's Missionary Society, under the leadership of its then president, Miss Lutie Roberts, and the Board of Missions of the Virginia Annual Conference of the Methodist Church, provided the initial funds for the founding of Ferrum Training School. Dr. Benjamin M. Beckham, then presiding elder of the Danville District, became the school's first president. They were able to secure land for the campus, and Ferrum Training School opened its doors in 1914, with a faculty of six members serving ninety-nine students in elementary grades through high school.

As public educational facilities became more available, Ferrum College's branch schools were closed. In the early 1940s, the elementary division was phased out. Then, in 1955, the high school department was also discontinued, allowing the institution to focus solely on its junior college programs. These programs, which had initially started in 1926, were temporarily halted during the Great Depression but resumed in the late 1930s. This shift enabled a renewed emphasis on the college's core mission of higher education. The junior college received regional accreditation from the Southern Association of Colleges and Schools in 1960.

Under the guidance of Ferrum College's seventh president, Dr. C. Ralph Arthur, enrollment increased to over one thousand students and the campus experienced modernization and dramatic physical improvements—with over eleven new facilities constructed by the early 1970s. These included updated classrooms, dormitories, several athletics facilities, a new student center, a library, an audiovisual center, science laboratories, and the chapel. Under Dr. Arthur's successor, Dr. Joseph T. Hart, Ferrum College established the Blue Ridge Institute in 1973.

In 1974 the College began to offer bachelor's degrees in five human service fields. In December 1976 the College was awarded accreditation as a four-year college by the Southern Association of Colleges and Schools. The last associate degrees were awarded in 1991.

Today, the College offers numerous degree programs leading to the Bachelor of Arts, Bachelor of Fine Arts, Bachelor of Science, Bachelor of Social Work, and Bachelor of Criminal Justice. Graduate programs began in spring of 2020, the College launched its new BSN program in fall of 2020.

Under the leadership of successive presidents, the College has expanded the range of services offered to its students, has seen growth in enrollment, has added faculty and staff, and has continued progress in enhancing and adding campus facilities.

This is the honor roll of the presidents of Ferrum College: Dr. Benjamin M. Beckham, 1913-1934; John A. Carter, 1934-1935; Dr. James A. Chapman, 1935-1943; the Reverend Luther J. Derby, 1943-1948; Dr. Nathaniel H. Davis '24, 1948-1952; the Reverend Stanley E. Emrich, 1952-1954; Dr. C. Ralph Arthur, 1954-1970; Dr. Joseph T. Hart, 1971-1986; Dr. Bill J. Elkins, 1986-1987 (acting); Dr. Jerry M. Boone, 1987-2002; Dr. Jennifer L. Braaten, 2002-2016; Dr. Joseph C. Spooner, 2016-2017; Dr. Jennifer L. Braaten, 2017-2017 (interim); and Dr. David L. Johns, 2018-2022 and Dr. Mirta M. Martin, 2022-Present.

## ***Ferrum College Mission Statement***

Our students enter with promise and leave with purpose. We foster personal growth, academic excellence, career-ready skills, and a compassion for service grounded in faith. We empower individuals to lead purposeful lives, guided by Ferrum College values and a commitment to impact their communities and the world.

## ***Ferrum College Vision Statement***

We envision a dynamic and diverse community where academic excellence, career-ready skills, and Ferrum College values converge to shape individuals into purposeful leaders. We will instill a passion for lifelong curiosity, a motivation to excel, and an ability to impact the world one graduate at a time.

## ***Ferrum College Values***

- **Faith** reflects the commitment to a set of spiritual and moral principles.

Ferrum College provides a supportive environment for individuals to explore and express their faith, fostering community and shared values. It also involves cultivating a meaningful sense of purpose.

- **Compassion** involves showing empathy and kindness towards others.

Ferrum College cultivates a supportive and caring community where individuals understand and respond to the needs of their peers and colleagues.

- **Diversity** celebrates and embraces differences in culture, background, perspectives, and experiences.

Ferrum College promotes an environment that fosters creativity and contributes to a more vibrant understanding of society.

- **Impact** emphasizes the importance of education and research that make a meaningful difference in society.

Ferrum College inspires students and faculty to pursue work that has a positive influence on individuals, communities, and the world, instilling a sense of purpose and social responsibility.

- **Integrity** encompasses honesty, ethical behavior, and moral principles.

Ferrum College emphasizes forthrightness in academic pursuits, relationships, and overall conduct that fosters a culture of trust and reliability.

- **Justice** requires fairness, equity, and the adherence to ethical standards. Ferrum College upholds rightful behavior and fair-minded treatment of all members of its community through its policies and decision-making processes.

- **Respect** fosters an environment where individuals acknowledge and appreciate the diversity of ideas, backgrounds, and perspectives.

Ferrum College promotes a culture of open-mindedness and consideration for others.

## ***General Policies***

Ferrum College reserves the right to periodically make changes and updates to this Employee Handbook at the discretion of the College. It is the responsibility of employees to review the Employee Handbook from time to time to stay up to date with the College's policies, procedures, and expectations. This Employee Handbook is available and accessible to employees online.

### **Americans with Disabilities Act (ADA) and Americans with Disabilities Amendment Act (ADAAA)**

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that prohibit employers from discriminating against applicants/individuals with disabilities. These laws require employers to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

In compliance with the ADA and ADAAA, as well as applicable state and local laws that provide for nondiscrimination in employment against qualified individuals with disabilities, Ferrum College is committed to treating physically or mentally disabled individuals without discrimination in all aspects of employment, including but not limited to: recruitment, applicant processing, selection, hiring, transfer, job classification, rate of pay, benefits, compensation, training, tenure, performance evaluation, promotion, demotion, reduction in force, discipline, termination, and all other terms and conditions of employment.

Employees with disabilities are encouraged to communicate with the Office of Human Resources of any reasonable accommodations that they believe they need to be made for them to perform their duties. Employees should also advise the Office of Human Resources of any facilities that they believe are needed to be made accessible and usable by individuals with disabilities. Any request for accommodation will be evaluated in accordance with the ADA guidelines and the ability of the College to provide the requested accommodation. It is the policy of Ferrum College, therefore, to:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process, and that employees with disabilities are similarly treated in a nondiscriminatory manner with respect to all terms, conditions, and privileges of employment.
2. Keep all medical-related information confidential, in accordance with ADA requirements, and retain such information in separate confidential files.
3. Provide applicants and employees with disabilities reasonable accommodation(s), except where such accommodation(s) would create an undue hardship on the College.
4. Notify individuals with disabilities that Ferrum College provides reasonable accommodations to qualified individuals with disabilities, such as by including this policy in the *Employee Handbook* and by posting required information in the Office of Human Resources in compliance with federal and state guidelines.

Please contact the Office of Human Resources with any questions regarding requests for accommodation.

### ***Procedure for Requesting an Accommodation***

Qualified individuals with disabilities may make a request for accommodations to the ADA/504 Coordinator. Upon receipt of an accommodation request, the ADA/504 Coordinator will engage in an interactive process with the individual to identify and discuss the limitation(s) resulting from the disability, as well as the potential accommodation(s) that Ferrum College might make.

The ADA/504 Coordinator, in conjunction with, if necessary, appropriate management representatives identified as having a “need to know” (e.g., the individual’s supervisor/department head), will determine the feasibility of the requested accommodation, considering various factors including, but not limited to, the nature and cost of the accommodation, the accommodation’s impact on the operation of the institution. The individual agrees to cooperate with the College during this process.

Inquiries may be directed to Ferrum College’s ADA/504 Coordinator:

**Todd S. Hill, J.D.**  
ADA/504 Coordinator  
Ferrum College – Roberts Hall, Rm 15  
235 Ferrum Mountain Road  
Ferrum, Virginia 24088-9001  
(540) 365-4287 Phone  
(540) 420-1976 Cell  
[tshill@ferrum.edu](mailto:tshill@ferrum.edu)

### **Confidentiality Policy**

Ferrum College complies with the provisions of the Family Education Rights and Privacy Act of 1974 (FERPA), which protects the privacy of educational records, establishes students' rights to inspect and review their educational records, and provides guidelines for correcting inaccurate or misleading information.

The College also recognizes the confidentiality of its personnel records, financial records, and donor records. During the course of their employment, employees may acquire confidential or proprietary information about the College, its students, or its donors. Such information must be handled with the utmost confidentiality and discussed only with employees who have a legitimate need to know.

### ***Guidelines***

- 1. Handling Confidential Information:**
  - a. Employees must ensure the internal security of confidential information.
  - b. No information pertaining to the College’s business may be stored outside of the College (in written or electronic form) without proper approval.
- 2. Personal Responsibility:**
  - a. Employees are reminded of their personal responsibility to maintain confidentiality.
  - b. Inappropriate disclosure or use of confidential information may result in disciplinary action, up to and including termination.
  - c. Disclosing confidential personnel information to anyone other than the individual, their supervisor, or individual members of the Executive Leadership Team or Board of Trustees, should only be done on an as needed basis and is otherwise strictly

prohibited. Disclosing confidential information may result in disciplinary action, up to and including termination.

3. **Annual Acknowledgment:**

- a. Employees will be asked annually to acknowledge their understanding of the College's confidentiality policy.

By adhering to this policy, Ferrum College aims to protect the privacy and security of sensitive information related to the College, its employees, its students, and its donors.

## **Conflict of Interest Policy**

Ferrum College is committed to maintaining the highest standards of integrity and ethics. Employees are expected to perform their duties in a manner that avoids actual, potential, or perceived conflicts of interest. This policy outlines the standards for identifying, disclosing, and managing conflicts of interest to protect the college's integrity and ensure the trust of the community it serves.

### ***Purpose***

The purpose of this policy is to:

1. Define what constitutes a conflict of interest.
2. Provide guidelines for employees to identify and disclose conflicts of interest.
3. Establish procedures for managing and resolving conflicts of interest.

### ***Definitions***

**Conflict of Interest:** A situation in which an employee's personal interests, relationships, or activities could interfere with or appear to interfere with their professional responsibilities and decisions.

**Immediate Family Member:** Includes spouse, domestic partner, parents, children, siblings, and any other individual living in the employee's household.

### ***Policy Details***

1. **General Prohibition:**

- a. Employees must avoid any activity, relationship, or interest that conflicts with, or appears to conflict with, the interests of Ferrum College.

2. **Examples of Conflicts of Interest:**

- a. Holding a financial interest in a business that competes with or does business which is directly against the interest of the College.
- b. Engaging in any outside employment or consulting that could conflict with the interests of the College, unless otherwise approved by the member of the Executive Leadership Team of the department. *\*Please see Outside Employment Policy below.*
- c. Accepting gifts, payments, or other benefits from individuals or organizations seeking to influence the employee's decisions or actions.
- d. Using College resources, including facilities, equipment, and information, for personal gain.

- e. Participating in decisions or actions that benefit an immediate family member or close associate.
3. **Disclosure Requirements:**
    - a. Employees must disclose any actual, potential, or perceived conflicts of interest in writing to their supervisor and the AVP for Compliance, Title IX and Instructional Equity.
    - b. Disclosures should include a description of the conflict and any relevant information that will allow the College to assess the situation.
    - c. Disclosures must be submitted annually or at any time when a conflict may arise.
  4. **Management of Conflicts:**
    - a. Upon disclosure, the College will review the conflict of interest and determine an appropriate course of action.
    - b. Possible actions include, but are not limited to, recusal from decision-making processes, reassignment of duties, or divestiture of conflicting interests.
    - c. The College may establish a Conflict-of-Interest Committee to evaluate and manage complex cases.
  5. **Confidentiality:**
    - a. Disclosures and related discussions will be treated confidentially to the extent possible, consistent with the need to investigate and address the conflict.
  6. **Compliance and Enforcement:**
    - a. Employees are expected to comply with this policy and cooperate with any efforts to manage or resolve conflicts of interest.
    - b. Failure to disclose a conflict of interest or comply with this policy may result in disciplinary action, up to and including termination of employment.
  7. **Review and Updates:**
    - a. This policy will be reviewed annually by the College's administration and updated as necessary to ensure its effectiveness and relevance.

## **Electronic and Telephone Communication Policy**

All electronic and telephone communication systems are the property of Ferrum College and, as such, are designed to be used for job-related purposes. All communications and information transmitted by, received from, or stored in the systems are, as between the employee and the College, the property of Ferrum College. Employees should have no expectation of privacy in connection with the use of this equipment or with the transmission, receipt, or storage of information on this equipment. The equipment and data covered by this policy includes, but is not limited to, individual computers, laptops, tablets, the computer network, e-mail, telephones, cell phones, facsimile (fax) machines, and copy machines (copiers).

The use of Ferrum College computers, its computer network, and other forms of communication equipment is a privilege, not a right, and inappropriate use will result in disciplinary action by College officials and/or the cancellation of those privileges.

Ferrum College provides access to its computers, computer network, and other forms of communication equipment for students, faculty, and staff. All persons who access any of the equipment mentioned above shall thereby agree to this policy. All users are expected to use the

equipment appropriately, honestly, and constructively. The following policy is meant to support and protect the College's students, faculty, and staff in the use of this valuable resource.

The following, non-exhaustive list of actions constitutes irresponsible and unacceptable use of Ferrum College computers, internet access, e-mail, telephones, fax machines, and copiers:

- Sending or receiving copyrighted materials without permission;
- Using abusive, or otherwise objectionable, language in public messages;
- Placing unlawful information on College computers;
- Using College communication equipment in ways that violate local, state, federal, or international laws or statutes;
- Excessive use of College communication equipment for non-school- or non-work-related activities;
- Sending messages that are likely to result in the loss of the recipient's work or system;
- E-mailing chain letters, pyramid schemes, and any other type of use that would cause congestion on college computers or otherwise interfere with the work of others;
- Using College communication equipment for commercial purposes;
- Excessive personal use of College communication;
- Changing any computer file that does not belong to the user;
- Giving one's password to others or allowing someone else to use one's password;
- Using another's password without proper authorization;
- Using College communication equipment to send, retrieve, or copy pornographic material or graphic files;
- Circumventing security measures on College or remote computers or networks;
- Attempting to gain access to another's resources, programs, or data without proper authorization;
- Vandalizing, which is any malicious attempt to harm or destroy data of another computer user;
- Falsifying one's identity to others while on college computers or other communication equipment;
- Any use in violation of the College's EEO policies;
- Using computer programs to decode passwords or access control information;
- Attempting to circumvent or subvert any system of security measures;
- Engaging in any activity that might be harmful to systems, or to any information stored thereon, such as creating or propagating viruses, disrupting services, or damaging files;
- Using email, the telephone, fax machine, or messaging services to intimidate or threaten another person; and,
- Wasting communication equipment resources.

The items above should not be considered comprehensive. Other inappropriate actions not listed may also be considered irresponsible and unacceptable use of the College's owned computers, its network, and other communication equipment. The College reserves the right to monitor, without notice, employee usage of communication equipment, including, but not limited to, the content of e-mail and Internet usage. Violations may also be subject to local, state, federal, and international laws and statutes and may result in termination. Should the College come to learn of illegal activity on its equipment or network, the College shall report the illegal activity to the appropriate agency, including within and outside of the College.



## **Improper Conduct in Violation of Ferrum College’s Equal Employment Opportunity (EEO) Policy**

Ferrum College is an EEO employer. In this policy, the College emphasizes that inappropriate, offensive, or unwelcome conduct against an employee because of sex, race, color, religion, national origin, age, disability, sexual orientation, gender identity, status as a veteran, or any other class protected by law will not be tolerated. This includes conduct that could be considered “harassment” or “discrimination” against an employee based on a protected class. College employees should be treated with dignity and respect. Please refer to the Reasonable Accommodation policy (see below), which is also an important part of the College’s overall commitment to EEO.

It is not feasible to state all conduct that may violate this policy. As general concepts, however, the following conduct is not acceptable:

1. Offensive comments or conduct relating to a person’s protected class, such as inappropriate “jokes,” slurs, degrading names or terms, hate words, physical assaults or threats, insults, touching, comments about a person’s appearance, and offensive objects or images.
2. Unwelcome sexual advances, requests for sexual favors, and/or verbal, nonverbal, or physical conduct of a sexual nature (or based on any other protected class) that interferes with an employee’s work performance or creates an intimidating, hostile, or offensive work environment.
3. Predatory behavior in which a person targets an employee based on a protected class or characteristic.
4. Gender-based comments, including stereotypical statements about another’s personal identification.
5. Adverse or disparate treatment of an employee based on that person’s protected class or characteristic.

**Please know that conduct based on a protected class or characteristic may violate this policy even though the conduct may not rise to the level of conduct that would constitute unlawful “discrimination” or “harassment” under the law.**

Employees also violate this policy if they engage in inappropriate conduct based on a person’s protected class while using an electronic device, such as a computer or cell phone. In addition, employees may violate this policy if they post inappropriate content on social media sites. This policy also applies to conduct that occurs off duty or off site, if it impacts or relates to a person’s College employment.

### ***Retaliation***

Ferrum College strictly prohibits any employee from taking any adverse action, or retaliating, against any employee because they lodged a good faith complaint, reported an incident witnessed, or participated in an investigation pursuant to this policy. The College also will not allow any adverse action against an employee who requests or uses a reasonable accommodation. The College will not tolerate retaliation of any kind. Retaliation includes any threat or other form of intimidation directed at a complainant, a witness, or a supporter at any point before, during, or after an investigation, mediation and/or hearing. Accordingly, such acts violate this policy and will be subject to appropriate disciplinary action including and up to termination of employment.

### ***Complaint Process***

If employees are subjected to conduct that they believe violates this policy, they are encouraged, as a first step, to promptly inform the offender and request that the conduct stop. Such a response may resolve the problem, especially if the offender was not aware that the conduct was offensive or inappropriate.

Please know, however, that an employee may pursue the following process at any time (even as a first step).

1. Any employee who believes they have been subjected to any violation of the College's EEO policy should report the matter promptly to their supervisor, to the department director, or to the Associate Vice President for Compliance, Title IX and Institutional Equity.
2. An employee may inform any of these persons of the complaint. Thus, for example, if an employee would prefer not to report it to their direct supervisor, the report should be made to the ELT member or to Associate VP for Compliance, Title IX and Institutional Equity.
3. Any employee who becomes aware of actual or perceived conduct against another employee in violation of this policy is urged to come forward promptly and notify any of the above persons immediately.
4. Do not assume that the College's administration knows about the situation. Please promptly inform one of the above persons of the concern or complaint so that the College can address it, and, if possible, please do so before the conduct becomes severe or pervasive.
5. Once a complaint has been filed, the College will investigate it in a prompt, thorough, and impartial manner. Investigations may be conducted by a member of the College, or by a neutral third party which the College retains, the identity of the person who submits a complaint, any witness, the target of the complaint, and/or any information obtained will be kept confidential to the extent possible, consistent with the need for the College to conduct a thorough and impartial investigation.
6. The College will not take or permit any adverse action (i.e., retaliation) against any person because that person lodges a complaint, requests or uses a reasonable accommodation, or provides information during an investigation.

**The College will take immediate and proportional corrective action if it determines that improper conduct has occurred in violation of the College policy. Such action may include the termination of the offender's employment.**

If an employee has any questions with regard to this policy, questions as to how to make a complaint, or believes they have been subjected to retaliation, the employee is urged to contact the Associate VP for Compliance, Title IX and Institutional Equity, a member of the Executive Leadership Team, or the Section 504 Coordinator immediately.

The Section 504 Coordinator has been designated to handle any and all inquiries regarding this statement of discrimination as it pertains to disability discrimination, disability accommodations, its application, and related policies.

### ***Reasonable Accommodations***

As part of the College's EEO commitment, the College will also provide reasonable

accommodations consistent with applicable law.

The College will reasonably accommodate qualified individuals with a disability, so that they can perform the essential functions of their job (unless doing so would cause significant difficulty or expense—i.e., an undue hardship to the College).

Similarly, the College will also make reasonable accommodations to the known limitations of a person with regard to pregnancy, childbirth, or related medical conditions, unless the accommodations would impose an undue hardship.

If an employee seeks an accommodation because of a medical condition or impairment, or with regard to pregnancy, childbirth, or related medical conditions, the employee should notify the ADA 504 Coordinator, in order that the request can be evaluated. Employees are encouraged to cooperate fully with the College by supplying any information that might be needed to assist in this evaluation.

As part of its EEO commitment, the College will also reasonably accommodate employees who have sincerely held religious beliefs, practice, or observance conflict with a work rule or requirement, unless doing so would impose more than a minimal cost or burden on the College. Employees should inform the Office of Human Resources if they seek an accommodation based on religious beliefs, practice, or observance.

**The College will not tolerate any retaliation against a person who requests or uses a reasonable accommodation.**

### **Inclement Weather Policy**

The Ferrum College *Inclement Weather Policy* is designed to give employees as much flexibility as possible in their work schedules during adverse weather conditions. Employees are urged to exercise good judgment and caution concerning weather/road conditions when attempting to report to and from work.

Local television and radio stations will be notified when there is a change in the normal hours of operation for the College. Information is also available by calling the Ferrum College Emergency Information line at ext. 5555 or 540-365-5555. See the Campus Police section for additional emergency information sources.

All missed work is to be reported to the Payroll Office via Self-Service Time Entry or other electronic means. The *Inclement Weather Policy* applies to all “staff” employee, Faculty employees should refer to the Ferrum College *Faculty Standard Operating Procedures*. For hourly employees, any electronic time entry must reflect the actual hours worked.

### ***General Adverse Conditions-Students on Campus/Classes NOT Canceled or Delayed***

While there is no paid time specifically for adverse weather conditions, absences of four hours or less may be made up, during the same workweek only, with the written approval of the employee’s supervisor. Personal or vacation leave may be used for such absences. If no paid leave is available and/or hours are not made up, time missed will be unpaid.

### ***Severe Weather Conditions-Students on Campus/Classes Canceled or Delayed***

If classes are canceled or delayed, all staff employees, especially essential employees, are expected to report to work IF they can do so safely. Essential employees include, but are not limited to, Campus Police, Dining Services, Housekeeping, Maintenance, Grounds, and others as designated. Employees who are unable to report to work may use paid vacation or personal leave or, with the approval of the supervisor, may make up lost time (within the same workweek only). Otherwise, missed time due to severe weather conditions is unpaid. In the event that classes are delayed due to inclement weather, Faculty will receive communications from the Office of Academic Affairs as to how they should proceed.

### ***Severe Weather Conditions-Students NOT on Campus/College Is Closed***

The College will not be considered closed when the general student population is on campus. If it is necessary to close the College when students are not on campus, employees will be notified by their supervisor if they are expected to report to work. Full-time employees who are regularly scheduled to work during a period of time when the College is closed will be compensated for that period of time that they would otherwise have been working. Hourly employees who are notified to report to work when the College is closed will be paid for the number of work hours that the College is closed in addition to their actual hours worked. Salaried exempt employees who are required to work will not receive additional compensation beyond their regular salary.

## **Intellectual Property Rights Policy**

Ferrum College is committed to providing an environment that supports the learning, teaching, and creative activity of its faculty, students, and staff. Its Intellectual Property Rights Policy is intended to encourage excellence and innovation in teaching and creative activities by identifying and protecting the rights of faculty, staff, students, and the College. The policy seeks to encourage the belief that creative works produced at Ferrum College should be used for the greatest possible benefit.

For further details, the entire policy is included as Appendix C of this *Employee Handbook*.

## **Media Calls and Crisis Situations**

College policy requires that all media inquiries to the College, especially in crisis situations, be forwarded to:

Courtney Brown, M.A.  
Chief of Staff and  
Liaison to the Board of Trustees  
P.O. Box 1000 | Ferrum, VA 24088-9000  
p 540.365.4201  
[cbrown@ferrum.edu](mailto:cbrown@ferrum.edu)

**ONLY the Chief of Staff, the President, or another designee of the President of the College, is authorized to make statements on behalf of and/or release information concerning the College.**

Additionally, employees should be mindful of engaging with media or providing public statements, even if such statements are unrelated to the College or provided outside the context of the College, while wearing College apparel or accessories.

A large component of information related to the College and its students is privileged information, protected by the Commonwealth of Virginia and federal law, including FERPA, HIPPA, and Title IX. Employees may not release or provide any information about a student or an employee, past or present, without appropriate authorization. Release of such information shall occur only through a properly authorized and documented process, and it shall be done only by designated employees who have been properly trained in that process.

### **Non-Discrimination Policy**

Ferrum College does not discriminate on the basis of race, religion, color, national origin, age, veteran status, sex, gender identity/expression, sexual orientation, pregnancy, disability, or any other protected status identified in federal or state law in its programs and activities. This includes, but is not limited to, admission, access, treatment, and employment. Every employee of the College is responsible for creating and supporting a work and learning environment that is free of harassment and discrimination.

#### ***Applicability***

This policy applies to all Ferrum College students, faculty, staff, and volunteers, as well as all visitors to campus, including vendors, contractors, visiting athletes, alumni, parents, and guests of students.

#### ***Statement***

In compliance with Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and all other applicable non-discrimination laws, Ferrum College does not discriminate on the basis of race, religion, color, national origin, age, veteran status, sex, gender identity/expression, sexual orientation, pregnancy, disability, or any other protected status identified in federal or state law in its programs and activities. This includes, but is not limited to, admission, access, treatment, and employment.

Inquiries may be directed to Ferrum College's Title IX Coordinator:

**Todd S. Hill, J.D.**  
Title IX and ADA/504 Coordinator  
Ferrum College – Roberts Hall, Rm 15  
235 Ferrum Mountain Road  
Ferrum, Virginia 24088-9001  
(540) 365-4287 Phone  
(540) 420-1976 Cell  
[tshill@ferrum.edu](mailto:tshill@ferrum.edu)

Inquiries may also be directed to the Assistant Secretary for Civil Rights, U.S. Department of Education.

Ferrum College provides equal access to its programs and activities to all persons. The Title IX Coordinator has been designated to handle all inquiries regarding this statement of discrimination as it pertains to sex, gender identity/expression, its application, and related policies. See Appendix H for the complete Title IX policy.

## ***Examples of Prohibited Sex-Based Discrimination under Title IX***

1. Sexual harassment, including sexual assault, occurring in connection with any academic, athletic, extracurricular, or other College program, regardless of the location.
2. Discriminatory decision-making by a supervisor of an employee based on the employee's sex or gender identity/expression.
3. Failure to provide equitable opportunity for participation in intercollegiate sports.

## **Parking Permit Policy**

This policy outlines the requirements and regulations for employee vehicle parking at Ferrum College.

1. **Registration and Permits**
  - a. All employee vehicles must be registered with Campus Police.
  - b. Ferrum College Parking Permits must be displayed in a visible location, either by attachment or on the dashboard of the vehicle.
2. **Parking Regulations**
  - a. Employees must park in areas specifically designated for faculty and staff.
  - b. All vehicle operators are subject to the College's parking and traffic regulations.
3. **Violations and Enforcement**
  - a. Parking citations will be issued for violations of College parking policies, and fines will be assessed according to the nature of the violation.
  - b. Vehicles parked illegally may be towed at the owner's expense.
4. **Liability**
  - a. Ferrum College is not responsible for any lost or stolen personal property from vehicles while on the College's property.

## **Smoking/Vaping Policy**

All faculty, staff, students, and visitors to the College are expected to comply with Commonwealth of Virginia law regarding the minimum age for persons purchasing or possessing tobacco products, nicotine vapor products, and other tobacco products (21 years of age).

Smoking, including e-cigarettes/nicotine vapor products and other nicotine products including smokeless tobacco products, is **not** permitted inside classroom buildings, administrative buildings, student residential buildings, dining areas, the College store, athletic facilities, or College owned or rental vehicles while on College business. Smoking, vaping, or use of other tobacco products is prohibited within **100 feet** of any buildings on campus including residential buildings to prevent smoke and e-cigarette vapors from entering through entrances, windows, ventilation systems, or other means. The College also prohibits the sale and promotion of tobacco/nicotine products on campus.

Products made of tobacco, containing nicotine, or used to consume nicotine include, but are not limited to:

- Cigarettes and cigars;
- Pipe tobacco;
- Chewing tobacco;
- Snuff;
- Bidis;

- Hookah;
- Nicotine in a solution or other form intended for use with an electronic smoking device; and
- Electronic smoking devices, such as e-cigarettes, Juuls, personal vaporizers, or other devices associated with "vaping".

### ***Compliance with Policy***

All members of the College community and campus visitors are expected to comply with this policy.

Suspected violations of this policy may be reported to the Office of Campus Police. Suspected violations to this policy by faculty or staff may also be reported to the appropriate supervisor. Policy violations for students and employees will result in warning, education, and with repeat offense, may result in disciplinary action, including and up to termination.

This policy will be posted on the College’s Compliance website. Students and employees will be notified of this policy on an annual basis in the Important Annual Notices which includes the Drug-Free Schools and Communities Act Annual Notice. Signage will be placed in strategic places around campus.

### ***Prevention/Smoking Cessation***

Employees seeking to eliminate their use of tobacco or nicotine products can contact the Office of Human Resources for available resources.

Students seeking to eliminate their use of tobacco products can contact the Student Health Center, Counseling Center, or visit <https://www.tobacco-edu.org/>.

In addition, online help can be found at:

- Quit Now Virginia - 1-800-QUIT NOW (1-800-784-8669), or text READY to 34191
- Live Vape Free - text VapeFreeVA to 873-373

## **Standards of Professional and Personal Conduct**

Ferrum College employees contribute significantly to the public image of the College. In the performance of job responsibilities, there are many contacts with students, parents, alumni, and visitors to campus, and, consequently, employees are the immediate representatives of the College. Definite opinions about Ferrum College are formed based on an employee’s attitude and behavior. Thus, it is important that all employees treat the public and fellow employees courteously and thoughtfully. The same qualities that are appreciated in others will make an individual employee a valued asset; tact, dependability, punctuality, and a friendly attitude should distinguish Ferrum College employees. All employees should be aware that they are subject to the “Employee Code of Conduct and Ethics,” which is attached to this handbook as Appendix A.

## **Violence Prevention Policy**

Ferrum College does not tolerate violence or threats of violence, whether the behavior occurs on or off the College’s property, or during or outside of regular College business hours. The College strives to provide each employee with a safe working environment and to offer students and

visitors a comfortable, welcoming atmosphere. Employees who jeopardize this safe atmosphere by engaging in violent behavior will be disciplined, up to and including termination.

### ***Definition***

**Violent Behavior:** Includes, but is not limited to, fighting, threats, harassment, verbal assault, and other aggressive or intimidating behavior that places another individual in discomfort or fear for their well-being. Well-being includes both physical and mental well-being.

### ***Reporting Procedures***

Employees who are subjected to violent behavior should immediately inform Campus Police, their supervisor, or the Office of Human Resources. Any individual receiving a report of violence is required to elevate the report to the appropriate individual or department.

### ***Prohibited Items***

The College strictly prohibits possession of firearms (regardless of whether the individual is licensed to carry a firearm), knives other than dining knives which have a blade longer than two inches, blackjacks, explosives, or other weapons on the College's property or any College sponsored or affiliated event. Possession of any illicit materials, substance, or illegal drug is strictly prohibited by the College. Violation of this prohibition may result in immediate termination.

### ***Inspections***

Ferrum College reserves the right to inspect all portions of its premises for drugs, alcohol, or other illegally possessed items. All employees, contract employees, and visitors may be asked to cooperate in inspections of their persons, work areas, and property that might conceal drugs, weapons, or other illegally possessed items. Failure to cooperate or possession of such items may result in disciplinary action, up to and including termination or legal consequences.

### ***Responsibilities***

Any employee with knowledge of a violation of this policy should report the information without delay to their supervisor, Campus Police, or the Office of Human Resources.

By adhering to this policy, Ferrum College aims to ensure the safety and well-being of its employees, students, and visitors.

## **Whistleblower Policy**

Employees are free to report, without fear of retaliation, any behaviors or practices they believe to be unlawful or unethical. The full Whistleblower Policy is attached as Appendix B. Such concerns may be anonymously reported through Campus Conduct Hotline by calling 1-866-943-5787.



## ***Employment Policies***

### **Absences from Work Policy**

This policy outlines the procedures and responsibilities related to employee absences at Ferrum College.

#### ***Planned Absences***

1. Employees must obtain permission from their supervisor in advance for planned absences. Employees are encouraged to request permission for a planned absence as soon as is practicable or possible.
2. All planned absences should be submitted through the online reporting system.

**Note:** “Black out days” exist for planned leave. These may include, but are not limited to, Homecoming weekend, Folklife Festival, and commencement weekends.

#### ***Unplanned Absences***

1. In cases of unexpected absences, employees must notify their supervisor personally before their normal starting time, or as soon as practicable.
2. If the supervisor cannot be reached or a message cannot be left with the department head, employees should contact the Office of Human Resources at ext. 4596 or 540-365-4596.

#### ***Job Abandonment***

1. If an employee is absent for three (3) consecutive working days without informing their supervisor or the Office of Human Resources, it will be assumed that the employee has abandoned their job.
2. In such cases, employment will be terminated as of the last day worked.

### **Animals on Campus Policy**

Students, faculty, staff, alumni, and friends of Ferrum College may bring personal animals to enjoy the outdoor beauty of the campus. However, the following restrictions apply:

1. **Building Access**
  - a. Personal animals are NOT permitted in any campus building.
  - b. Only trained and certified service animals, as recognized under State and Federal Law, are allowed in campus buildings.
  - c. Emotional Support Animals (ESAs) are permitted only in residential buildings under the Fair Housing Act. ESAs are not allowed in other campus buildings including classrooms.
2. **Athletic Events and Facilities**
  - a. Personal animals are NOT allowed at any athletic event.
  - b. Animals are NOT allowed in any athletic building, field, or court.
    1. The only exception is for recognized service animals under the law.

#### ***Responsibilities of Animal Owners***

1. Owners must clean up after their animals and properly dispose of any waste.
2. Failure to adhere to the Animals on Campus policy may result in disciplinary action, including being asked to leave the campus or termination of employment.

3. All animals must be leashed or otherwise restricted and within the immediate control of the animal's owner at all times.
4. Employees may not bring any exotic animals to campus, or any animal which is known to be a dangerous species.
5. Employees are liable for their animals and all events related to their animals at all times.

Ferrum College aims to ensure a safe and pleasant environment for all community members and visitors by enforcing these guidelines.

### **At-Will Employment Policy**

The right of both the employee and Ferrum College to terminate the employment relationship at will is recognized and affirmed as a condition of employment. "At-will" means that both the employee and Ferrum College have the right to terminate employment at any time, with or without advance notice, and with or without cause. Exceptions may apply to employees with formalized contractual agreements such as Tenured Faculty or coaching staff. Termination of employees with contractual obligations will be handled according to the terms and conditions of their agreements with Ferrum College.

Failure by an employee to provide the College a minimum of two weeks' notice of departure may result in the employee being ineligible for rehire.

### **Background Checks Policy**

This policy outlines Ferrum College's procedures for conducting background checks to assess the qualifications and suitability of candidates and employees.

#### ***Background Check Requirements***

Ferrum College requires a criminal background check for all candidates and employees being considered for employment, transfer, or promotion. This includes both external applicants who have not previously been employed by the College, and current employees who are being considered for a transfer or promotion.

For new applicants, all offers of employment are contingent upon the successful completion of a background check. Applicants will not be asked about criminal history information before they have completed an initial interview. Additionally, no background check shall be completed until after a position has been offered to the candidate. Ferrum College shall perform all background checks in a manner which complies with the Fair Credit Reporting Act and relevant state and local law.

This policy may apply to current employees when the most current background check has not been completed within the last 12 months.

#### ***Purpose of Background Checks***

The background check process helps evaluate an individual's qualifications and suitability for the position and ensures the safety and integrity of the College environment. Background checks with negative information regarding the applicant or employee will ONLY be discussed with the appropriate Executive Leadership Team member. Any action the College takes as a result of an applicant's criminal background check shall be in accordance with the requirements for the Fair Credit Reporting Act.

## **Children in the Workplace Policy**

Ferrum College is committed to maintaining a professional, productive, and safe work environment. To this end, it is the policy of the College that employees are not permitted to bring children, including their own children and other relatives' children, to the workplace during work hours. This policy applies to **all** employees regardless of their position or tenure with the college.

The purpose of this policy is to:

1. Ensure a professional work environment.
2. Minimize disruptions to work processes and activities.
3. Promote the safety and well-being of all employees and visitors.
4. Protect the College's resources and maintain operational efficiency.

### ***Definitions***

**Children:** For the purposes of this policy, children are defined as individuals under the age of 18 who are not employees of the College.

**Workplace:** The workplace includes any location where College business is conducted, including offices, classrooms, labs, common areas, and college-owned vehicles.

#### **1. General Prohibition:**

- a. Employees are not allowed to bring their children to the workplace during work hours. This includes all College-related functions, meetings, and events unless specifically designated as family-friendly by the College administration (i.e., picnics, festival of lights events).

#### **2. Exceptions:**

- a. Exceptions to this policy may be granted in extraordinary circumstances with prior approval from the employee's supervisor and the Office of Human Resources. Such exceptions are temporary and contingent on the nature of the situation.
- b. Events open to the general public are exempt from this policy.

#### **3. Emergency Situations:**

- a. In rare, unforeseen emergencies, employees may bring their children to the workplace temporarily with immediate notification to their supervisor. However, the employee must make alternative arrangements as soon as possible to comply with this policy.

#### **4. Enforcement:**

- a. Supervisors and managers are responsible for enforcing this policy. Employees found in violation may be subject to disciplinary action, up to and including termination of employment.

#### **5. Liability:**

- a. The College is not responsible for any injury or accident that may occur to children brought to the workplace in violation of this policy.

#### **6. Alternative Arrangements:**

- a. Employees are encouraged to make alternative childcare arrangements to prevent the need to bring children to the workplace. The College provides information and resources on local childcare services upon request.

## **Dress Code Policy**

This policy provides guidelines for appropriate employee attire at Ferrum College, ensuring safety and professionalism in the workplace.

1. **General Dress Code**
  - a. Employees are responsible for wearing clothing suitable for their work tasks and ensuring that their attire does not pose a safety hazard.
  - b. The interpretation of appropriate attire is the responsibility of the supervisor and/or department head, with approval from the relevant Executive Leadership Team member.
2. **Uniform Requirements**
  - a. Certain departments require employees to wear uniforms. These uniforms are provided at no expense to the employee.
  - b. Supervisors will arrange for the provision of uniforms to employees in these departments.
  - c. Employees must comply with the uniform requirements of their department.
  - d. Employees are responsible for the cost of any missing or lost uniforms and must reimburse the College for these costs.
3. **Return of Uniforms**
  - a. Upon termination of employment, employees must return all issued uniforms to their supervisor on or before their last day of work.

## ***Summer Dress Code Policy***

This policy provides guidelines for appropriate employee attire during the summer months at Ferrum College, ensuring comfort, safety, and professionalism.

1. **General Guidelines**
  - a. Employees are expected to maintain a professional appearance, even in warmer weather.
  - b. Clothing should be neat, clean, and appropriate for a professional, academic environment.
2. **Acceptable Summer Attire**
  - a. **Tops:** Short-sleeve shirts, blouses, and polo shirts are acceptable. Sleeveless tops are permitted but should be professional and not revealing.
  - b. **Bottoms:** Khakis, dress pants, skirts, jeans, shorts and capris are acceptable. Skirts, shorts, and dresses should be of an appropriate length, typically no shorter than knee-length.
  - c. **Footwear:** Sandals and open-toed shoes are acceptable, provided they are professional in appearance. Flip-flops or excessively casual footwear are not permitted.
  - d. **Dresses:** Summer dresses are permitted as long as they maintain a professional appearance and appropriate length.
3. **Unacceptable Summer Attire**
  - a. **Tops:** Employees are asked to avoid wearing tank tops, halter tops, tube tops, or any top that is excessively revealing.
  - b. **Bottoms:** Sweatpants, joggers, leggings (unless worn under a dress or long top), or any bottoms that are excessively casual or revealing.
  - c. **Footwear:** Flip-flops, or any footwear that is excessively casual or unsafe.
  - d. **Other:** Clothing with inappropriate or controversial graphics, slogans, or logos.

4. **Department-Specific Requirements**
  - a. Certain departments may have specific dress code requirements based on the nature of the work. Employees should follow the guidelines provided by their department supervisors.
5. **Safety Considerations**
  - a. Employees must adhere to any safety dress requirements specific to their roles. This may include wearing protective gear or avoiding open-toed shoes in certain environments.
6. **Exceptions**
  - a. Any exceptions to the summer dress code must be approved in writing by the employee's supervisor in consultation with the Office of Human Resources department.

## **Employee Concerns**

Misunderstandings and conflicts may arise in any organization. To ensure effective working relationships, it is important that such matters be resolved informally, if possible, before more serious problems develop. If a misunderstanding or conflict persists, the employee should bring the concern to the attention of their immediate supervisor. If, however, the employee does not believe a discussion with the immediate supervisor is appropriate, or if such a discussion has already occurred, but did not lead to a satisfactory solution, the employee may bring the concern to the attention of the member of the Executive Leadership Team who has responsibility for the department. At any time throughout this informal process, the Office of Human Resources is available to provide additional information and assistance.

If the concern relates to a violation of an EEO, non-discrimination, or whistleblower policy, the employee is directed to follow the process described in such policies.

## **Employment Classification Policy**

This policy outlines the employment classifications at Ferrum College and the associated eligibility for benefits. Unless otherwise specified, only Full-Time Employees and Part-Time Benefits Eligible employees are eligible for benefits (see below for specific eligibility information). If an employee is unsure of their job classification, they should contact the Office of Human Resources.

1. ***Full-Time Employment*** - Eligible to Receive Benefits  
Any employee regularly scheduled to work 40 hours per week and at least nine months per year is considered a regular, Full-Time employee. Regular full-time employees are eligible for all benefits and are subject to the policies and procedures set forth in this Employee Handbook.
2. ***Seasonal Employment*** – Not Eligible to Receive Benefits  
Employees regularly scheduled to work fewer than 20 hours per week and/or who work fewer than 1,000 hours in a twelve-month period.
3. ***Volunteers*** – Not Eligible to Receive Benefits  
Volunteers are not employees of Ferrum College and are not eligible to receive benefits. Employees cannot volunteer in the same or a similar position for which they are currently being paid by the College.
4. ***Employment Status*** – Exempt and Non-Exempt Employees  
All Ferrum College employees are classified as either “exempt” or “non-exempt” in compliance with the Fair Labor Standards Act (FLSA) and applicable state law.

Per the FLSA, **exempt** employees are paid on a salaried basis and are not entitled to overtime pay. **Non-exempt** employees are paid on an hourly basis and are eligible for overtime pay at the rate of one and one-half times their hourly rate for all hours worked in excess of 40 hours per workweek. All non-exempt employees must record all work hours accurately, and payment must be made for all time worked.

The College complies with FLSA guidelines for classifying employees as either exempt or non-exempt employees. To be exempt from overtime payment, the employee must meet the specific requirements for exempt status as defined by the FLSA. An employee's classification will be identified, in writing, in the employee's new-hire paperwork. Any questions about an employee's classification or employment status may be directed to the Office of Human Resources, which reserves the right to make the final determination regarding an employee's classification.

Ferrum College's workweek begins on Sunday at 12:00am and ends on Saturday at 11:59pm.

## **Employment of Relatives Policy**

This policy outlines the guidelines for the employment of relatives at Ferrum College to avoid conflicts of interest, including the appearance of conflicts of interest, and maintain a professional working environment.

### ***Definitions***

"Relative" - parents, spouse, children, sibling father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, aunts, uncles, and any persons living in the employee's household.

#### **1. Consideration for Employment**

- a. All job applicants, including relatives, will receive fair consideration for available job openings.

#### **2. Restrictions on Employment**

- a. Employees will not be placed in job situations where they:
  - i. Work in the same department as a relative, including a spouse; OR
  - ii. Directly supervise the terms of employment and working conditions of a relative.

#### **3. Transfers Involving Relatives**

- a. In cases where relatives are being transferred to different positions on campus that may conflict with this policy, preference will be given to protecting the employment of the employee already established in a position.

#### **4. Exceptions**

- a. Any exceptions to this policy must receive prior, written approval from the President of the College.

### ***Employee Relationships***

#### **1. Non-Work Relationships**

- a. If a non-work relationship (e.g., marriage, dating) develops between current employees who are:
  - i. Part of the same department, OR

- ii. In positions where one employee can influence the working conditions of the other,

The College reserves the right to review the situation and take appropriate steps to address any adverse work-related consequences created by the relationship.

### ***Employee-Student Relationships Policy***

The purpose of this policy is to maintain a professional and ethical educational environment by preventing conflicts of interest, the appearance of conflicts of interest, favoritism, and the potential for exploitation in relationships between employees and students at Ferrum College. This policy applies to all employees of Ferrum College, including faculty, staff, administrators, and any other individual employed by the college in any capacity.

#### **1. Prohibition of Relationships**

- a. Employees of Ferrum College are strictly prohibited from engaging in romantic or sexual relationships with students. This prohibition applies regardless of the student's age, consent, or the nature of the relationship.

#### **2. Existing Relationships**

- a. If an employee is in an existing romantic or sexual relationship with a student at the time of their hiring, the following steps must be taken:
  - i. **Disclosure:** The employee must disclose the relationship to their immediate supervisor and the Office of Human Resources within one week of their hiring date.
  - ii. **Conflict of Interest Management:** The College will take appropriate steps to manage any potential conflicts of interest. This may include, but is not limited to:
    - 1. Reassigning supervisory or evaluative responsibilities.
    - 2. Adjusting reporting lines or class schedules.
    - 3. Implementing measures to ensure the student is not disadvantaged academically or otherwise.
  - iii. **Professional Conduct:** The employee must commit to maintaining professional conduct in all interactions with the student, ensuring that the relationship does not affect the student's educational experience or the work environment.
  - iv. **Residential Areas/Campus Housing**
    - 1. Employees who are in current relationships with students are NOT permitted inside any residential/campus housing areas without prior written consent from the student and the Office of Student Affairs and are not allowed to cohabitate with student for ANY period of time.

#### **3. Non-Compliance**

- a. Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.
- b. Employees who fail to disclose an existing relationship with a student may face immediate termination.
- c. Any form of retaliation against individuals who report violations of this policy is strictly prohibited and will result in disciplinary action and/or termination.

#### **4. Support and Resources**

- a. The College provides resources and support for both employees and students to address any concerns related to this policy. Employees are encouraged to seek guidance from the Office of Human Resources or their supervisor.
- b. Students can access support through the College's counseling services and student affairs office.

## **Grievance Policy**

### ***Policy***

Ferrum College recognizes the importance of providing an opportunity for employees to voice complaints and to receive a fair hearing. These complaints will receive prompt and considerate action. The dignity of an individual will be held in the highest regard at all times, and the right of appeal will not jeopardize a position or result in discrimination. It also should not undermine a reputation.

### ***Purpose***

This policy establishes clear procedures for addressing employee conduct and performance issues. It outlines the steps that will be taken when a formal complaint is filed and the possible disciplinary actions that may result.

### ***Scope***

This policy applies to all employees of Ferrum College, regardless of position or tenure.

### ***Filing a Formal Complaint***

When a formal complaint is filed against an employee, Ferrum College will initiate an official investigation to determine the facts surrounding the complaint. The investigation may include interviews with relevant parties, document review, and any other necessary actions to establish the truth of the situation. If deemed necessary by the administration of the College, the employee may be placed on unpaid/paid administrative leave pending the conclusion of the investigation.

### ***Investigation Process***

Upon the filing of a formal complaint:

1. The employee will be placed under formal investigation.
2. The investigation will be conducted in a fair and unbiased manner.
3. During the investigation, the employee will be expected to cooperate fully.
4. No employee may impede upon an active campus investigation.
  - a. *Impeding an active investigation may result in immediate termination.*
5. The length of the investigation may vary depending on the complexity of the issue but will be completed in a timely manner.

### ***Notification of Outcomes***

Upon conclusion of the investigation:

1. The employee will be notified **in writing** of the outcomes of the investigation.
2. The notification will detail the findings and any disciplinary action that will be taken.

### ***Disciplinary Actions***

Disciplinary action is taken with the intent of correcting and improving performance, conduct, and/or work habits. Depending on the situation, employees may be given a verbal warning, a written warning, or a performance improvement plan. If unsatisfactory performance, misconduct,



and/or poor work habits continue, suspension or termination may result, but termination may be most appropriate even if other forms of disciplinary action are not implemented first.

Depending on the severity of the issue and the outcomes of the investigation, disciplinary actions may include, but are not limited to:

1. **Verbal Warning:** A documented conversation about the issue, outlining expectations for improvement.
2. **Written Warning:** A formal written notice that documents the issue, the expected changes, and the consequences if the behavior or performance does not improve.
3. **Performance Improvement Plan (PIP):** A structured plan designed to help the employee improve performance over a specified period. The PIP will include specific performance goals, expectations, and timelines, with regular follow-ups. Failure to meet the goals set in the PIP may result in further disciplinary actions, including termination.
4. **Termination:** Dismissal from employment, which may occur if the severity of the issue warrants it or if previous disciplinary measures have failed to bring about improvement.

### ***Performance Improvement Plan (PIP)***

A **Performance Improvement Plan (PIP)** is a formal document provided to an employee whose performance is below expectations. The purpose of the PIP is to give the employee an opportunity to improve their performance to meet the required standards. The PIP includes:

1. **Specific Goals:** Clear objectives that the employee needs to achieve within a defined period.
2. **Timelines:** A deadline for achieving the specified improvements.
3. **Support:** The company may provide training, mentorship, or additional resources to help the employee improve.
4. **Follow-Up Meetings:** Regular meetings between the employee and their supervisor to discuss progress. Failure to meet the expectations outlined in the PIP within the given timeline may result in further disciplinary actions, including termination.

### ***Appeals Process***

Employees have the right to appeal disciplinary decisions through the proper chain of command.

1. Appeals must be submitted in writing to the next-level supervisor no later than five (5) days after receiving the **Notification of Outcomes**.
2. The appeal will be reviewed, and a decision will be communicated to the employee within five (5) days of receiving the appeal.
3. The appeal process aims to ensure that all disciplinary actions are reviewed fairly and consistently.
4. If the employee is an Executive Leadership Team Member, the appeal shall be submitted to the Executive Committee of the Board of Trustees for review.

Violation of some policies and procedures is considered to be of such a serious nature that immediate suspension or termination is necessary. The following is a partial listing of misconduct which may result in suspension or termination without warning:

1. A willful or negligent act that may cause injury to person or property, including the possession of a weapon on campus;

2. Violation of the Employee Drug and Alcohol Policy (see Appendix D), Employee Code of Conduct and Ethics (see Appendix A), or the College's EEO Policy (see above);
3. Insubordination (intentionally disobeying a superior or refusing to follow reasonable instructions within the scope of an employee's job duties, unless the instructions are illegal, endangering, or unethical);
4. Conviction of a felony;
5. Dishonesty, including, but not limited to, theft, embezzlement, lying, and falsification of any records, including the application for employment and College time reports;
6. Failure to respect the confidential nature of College records, including payroll information or information about students, donors, and/or employee;
7. Conduct that is unacceptable to the College, including, but not limited to, immoral conduct and the threat or use of personal violence; and,
8. Unauthorized use of College resources, including, but not limited to, unauthorized personal use of electronic and other equipment or materials and the unauthorized use or duplication of college keys.

## **Identification Card Policy**

This policy outlines the requirements and procedures for obtaining and using identification cards (IDs) at Ferrum College.

1. **Issuance of Identification Cards**
  - a. All employees are required to obtain a Ferrum College identification card (ID) as soon as possible after initial employment.
  - b. IDs are issued by the Office of Human Resources. Employees should contact the Office of Human Resources to set an appointment for obtaining their ID.
2. **Carrying and Presenting Identification Cards**
  - a. Employees are expected to carry their College IDs at all times while on campus.
  - b. In the event of an emergency, employees may be required to present their College IDs to responding agencies.
  - c. Failure to carry or provide an employee ID may result in corrective action.
3. **Property of Ferrum College**
  - a. The ID card remains the property of Ferrum College and must be returned upon termination of employment.
4. **Family Member Identification Cards**
  - a. Spouses and dependent children may obtain a College ID if they wish to participate in campus events or access facilities such as the Fitness Center.
5. **Additional Uses**
  - a. College IDs may also serve as debit cards for purchasing meals in Dining Services venues.

Please see the Business Office for additional information.

## **Introductory Period Policy**

This policy outlines the guidelines for the introductory period for new employees at Ferrum College. Faculty employees should refer to the Ferrum College *Faculty Handbook*.

1. **Introductory Period Duration**
  - a. New employees are considered to be in an introductory period for the first ninety (90) days of employment, unless otherwise specified in their employment letter.

## 2. **Evaluation and Support**

- a. During this period, department managers and supervisors will provide guidance and evaluate the employee's progress.
- b. The College reserves the right to either terminate employment or extend the introductory period based on performance and other considerations.

## 3. **Benefits and Employment Status**

- a. Eligibility for employee benefits is governed by separate benefit policies and is not influenced by the introductory period.
- b. The introductory period does not alter the employee's "at-will" status.

## **Outside Employment Policy**

Employees of Ferrum College are not permitted to engage in any other employment, including a private business, during the hours in which Ferrum College employs them. If an employee engages in other employment outside of their working hours at Ferrum College, they are expected to continue to perform all job responsibilities at the College satisfactorily and ensure that any outside employment does not interfere with their ability to perform their duties for the College.

Ferrum College holds all employees to the same performance standards and scheduling expectations regardless of whether they have other jobs. If it is determined that outside employment is interfering with the employee's ability to meet the College's job requirements, the College may ask an employee to terminate their outside employment.

### ***Guidelines***

#### 1. **Permissible Outside Employment:**

- a. Employees may engage in outside employment provided it does not interfere with their responsibilities and performance at Ferrum College.
- b. On-going outside employment or business activities must be reported to the employee's supervisor, department head, and the Office of Human Resources. These activities should be noted annually.

#### 2. **Assessment and Reporting:**

- a. If, in the opinion of the department head or supervisor, outside employment begins to interfere with the employee's job performance and/or work habits, the employee may be asked to choose between the conflicting jobs and resign from one.

#### 3. **Professional Conduct:**

- a. Outside employment should not reflect negatively upon Ferrum College.
- b. Employees must not use the College's position, name, or assets to acquire outside employment or promote their personal business.
- c. College equipment, supplies, and facilities are not to be used in connection with outside employment.

This policy ensures that employees can pursue outside employment without compromising their responsibilities at Ferrum College or the College's reputation.

## **Overtime**

As required by the Fair Labor Standards Act, all employees are divided into two categories, exempt and non-exempt. Exempt (salaried) employees are exempt from overtime compensation. Non-exempt (hourly) employees earn overtime pay at the rate of one and one-half times their regular hourly rate for hours actually worked in excess of 40 hours per week. Paid time off is not included when calculating overtime hours.

Any non-exempt employee must obtain approval from their supervisor before working overtime, and the supervisor must approve all overtime worked when the employee submits their time through the online reporting system. An employee may be asked to adjust their work schedule during the week to avoid overtime situations. An employee who works overtime without prior supervisory authorization may be subject to disciplinary action.

## **Performance Evaluations Policy**

This policy outlines the procedures and objectives for conducting performance evaluations at Ferrum College. Faculty employees should refer to the Ferrum College *Faculty Handbook*.

1. **Objective of Performance Evaluations**
  - a. Performance evaluations are intended to assess an employee's performance level, growth potential, and development needs.
  - b. They provide an opportunity for supervisors and employees to discuss job requirements, performance expectations, and areas for improvement.
2. **Frequency and Process**
  - a. Performance evaluations are conducted formally on an annual basis.
  - b. The evaluation should be a constructive and interactive experience, involving a discussion between the supervisor and the employee about job performance and expectations.
  - c. Both the supervisor and the employee must sign the formal evaluation to acknowledge that a two-way communication process has occurred.
3. **Supplemental Communication**
  - a. While written evaluations occur annually, they do not replace daily performance discussions, which should occur as frequently as is needed, at the discretion of the supervisor.
  - b. Supervisors and employees are encouraged to engage in regular performance conversations and address issues as they arise.
4. **Evaluation Documentation**
  - a. The signed evaluation form will be documented and stored in the employee's personnel file.

## **Personnel File Policy**

This policy outlines the procedures and guidelines for maintaining and accessing personnel files at Ferrum College.

### ***Maintenance of Personnel Files***

1. Ferrum College maintains a personnel file for each employee. These files include:
  - a. Job application, resume, and cover letter (if applicable)
  - b. Records of training
  - c. Documentation of performance appraisals and salary increases
  - d. Benefits sign-up forms
  - e. Other relevant employment records

### ***Ownership and Access***

1. Personnel files are the property of Ferrum College. Access to the information contained in these files is restricted to authorized management personnel.
2. Employees may review their own personnel files by contacting the Office of Human Resources and scheduling an appointment during normal business hours.

### ***Requesting Copies***

1. In accordance with VA Code § 8.01-413.1, Ferrum College will make copies of the personnel file at the request of the current/former employee, or the employee's attorney.
2. Ferrum College will charge \$0.25 per page for any copies or electronic files given at this request.

### **Political Activities Policy**

This policy outlines the guidelines for Ferrum College employees regarding political activities and the use of college resources.

#### **1. Political Office**

- a. Employees may not accept or seek any appointed or elected political office without the prior, written consent of the President of the College.
- b. If permission is granted, the employee must submit an updated Conflict of Interest form to the Office of Human Resources immediately upon approval.

#### **2. Individual Rights**

- a. Employees are encouraged to exercise their lawful rights as individual citizens to influence legislation or public policy.
- b. Employees must clearly distinguish that their actions and opinions are expressed as private citizens and NOT as representatives of Ferrum College. Additionally, employees who are involved in politics should not make any political statement from any online account which is specifically affiliated with the College.

#### **3. Use of College Resources**

- a. College resources, including work time, may not be used for political activities.

### **Position Descriptions Policy**

This policy outlines the procedures for providing and maintaining position descriptions for employees at Ferrum College.

#### **1. Issuance of Position Descriptions**

- a. At the time of initial employment, each new employee will receive a copy of the Position Description Form (PDF), which summarizes the general duties and responsibilities of the position.
- b. Employees should carefully read and understand their PDF, as it serves as the basis for performance evaluations.

#### **2. Acknowledgment and Record Keeping**

- a. The PDF must be signed by both the employee and the appropriate supervisor at the time of issuance.
- b. A signed copy of the PDF will be kept in the employee's personnel file in the Office of Human Resources and can be reviewed upon request.
- c. Employees may request a copy of their current job description by emailing [Humanresources@ferrum.edu](mailto:Humanresources@ferrum.edu). Please allow 24-48 hours to process this request.

#### **3. Nature of Position Descriptions**

- a. The PDF provides an overview of the job but is NOT an employment contract.
- b. The PDF should not be considered a complete listing of every conceivable job duty.

#### 4. **Updates to Position Descriptions**

- a. The PDF may be updated as needed to more accurately reflect current job responsibilities.
- b. Updated PDFs must be submitted by the supervisor to the Office of Human Resources
- c. Any changes to an employee's PDF must be approved by the Senior Director of the Office of Human Resources before being presented to the employee
- d. The new PDF must be agreed to and acknowledged by the employee and their supervisor.

### **Probationary Period Policy**

This policy outlines the guidelines for the probationary period for new employees at Ferrum College. Faculty employees should refer to the Ferrum College *Faculty Handbook*.

#### 1. **Probationary Period Duration**

- a. New employees are considered to be in a probationary period for the first ninety (90) days of employment, unless otherwise specified in their employment letter.

#### 2. **Evaluation and Support**

- a. During the probationary period, department managers and supervisors will provide guidance and evaluate the employee's progress.
- b. The College reserves the right to either terminate employment or extend the probationary period based on performance and other considerations.

#### 3. **Benefits and Employment Status**

- a. Eligibility for employee benefits is governed by separate benefit policies and is not influenced by the probationary period.
- b. The probationary period does not alter the employee's "at-will" status.

### **Promotions and Transfers Policy**

Ferrum College is committed to fostering an environment that values career mobility and encourages employees to pursue appropriate vacancies that support their career development. This policy outlines the guidelines for promotions and lateral transfers within the College. Faculty employees should refer to the Ferrum College *Faculty Handbook*.

#### **Definitions**

**Promotion:** The movement of an employee to a position with:

1. More responsible duties
2. Greater skill requirements and/or more years of experience
3. Generally, a higher minimum rate of pay

**Lateral Transfer:** The movement of an employee to a position with:

1. Similar level of responsibility
2. Comparable, though not necessarily identical, skill requirements
3. Generally, an identical or very similar rate of pay

#### 1. **Promotions**

- a. Employees are encouraged to seek promotions within or across departments if they have the necessary skills, abilities, and experience.
- b. Promotions typically involve positions with increased responsibilities, higher skill requirements, and higher pay.

#### 2. **Lateral Transfers**

- a. Employees may seek lateral transfers within the same department or to different departments.
  - b. Lateral transfers involve positions with similar responsibilities and skill requirements, usually with the same or very similar pay.
3. **Eligibility and Requirements**
- a. Employees must meet the minimum qualifications for the new position.
  - b. A new background check is required if one has not been completed within the last 12 months.
  - c. Employees must remain in their new position for at least six (6) months before being eligible for further employment opportunities on campus.
4. **Support for Career Mobility**
- a. The College supports and encourages employees in their efforts to seek promotions and transfers to foster career development.

## **Resignation/Termination Policy**

This policy outlines the procedures for resignation, the return of College property, and the exit interview process at Ferrum College.

### ***Resignation***

#### **1. Notice Requirement**

- a. Employees are requested to provide at least two (2) weeks' notice of resignation to direct supervisor or the Office of Human Resources.
- b. Employees who do not provide at least two (2) weeks' notice of resignation may not be eligible for rehire.
- c. Faculty employees should refer to the Ferrum College *Faculty Handbook* for notice requirements.

#### **2. Return of College Property**

- a. All employees who have been issued uniforms, keys, College credit cards, identification cards, laptops, cell phones, tablets, or any other College property must return in good working order to their supervisor, the Office of Human Resources, or Campus Police.
- b. Failure to return such items may result in legal action and the employee will be required to reimburse the College for the replacement cost of such property.
- c. Data housed on campus electronic and computing equipment is considered property of Ferrum College and should remain intact on all returned equipment

### ***Exit Interview***

#### **1. Participation**

- a. Employees leaving College employment, whether voluntarily or involuntarily, are required to participate in an exit interview with the Office of Human Resources before their last day of employment.

#### **2. Purpose**

- a. The exit interview aims to ensure that all questions regarding benefits, final payment, and other matters are addressed.
- b. During the meeting, all College property is collected/returned.
- c. It provides an opportunity for the College to gather feedback on the employee's experience to improve working conditions and employee retention.

## ***Termination***

### **1. At-Will Employment**

- a. As an at-will employer, Ferrum College reserves the right to terminate employment with or without cause or advance notice unless a contractual obligation exists between the employee and the College. A letter of appointment is not considered a contractual obligation.
- b. If notice is given prior to termination, the employee may be expected to work through the notice period if requested.
- c. Employees may be placed on paid administrative leave during the remainder of their employment if applicable.



## Compensation Policies

### Direct Deposit of Payroll Checks

Earnings can be deposited into as many as three (3) separate accounts. All necessary forms for direct deposit are available in the Office of Human Resources.

Generally, the employee's money is deposited into their account by 9:00 a.m. on the pay date, providing the employee's bank or financial institution is a member of the Federal Reserve. If the financial institution is not a member of the Federal Reserve, the transaction may require an extra day to complete. Ferrum College makes no assurances on behalf of the employee's financial institutions.

### Emergency Call-In Policy

This policy outlines the compensation and reimbursement procedures for hourly, non-exempt employees called in due to emergencies at Ferrum College.

1. **Emergency Call-In Compensation**
  - a. An hourly employee called in due to an emergency will be compensated for one (1) hour, plus the actual time worked, at the employee's rate.
2. **Non-Emergency Overtime**
  - a. If an employee is already at work and required to stay past their normal workday ending time, OR if the employee is notified in advance of work required beyond their normal working hours, the emergency call-in minimum and travel allowances do not apply.
  - b. In these cases, the employee will be paid only for the actual hours worked.
3. **Overtime Compensation**
  - a. Any time worked over forty (40) hours in a week—excluding paid time off—will be compensated at the overtime rate of one and one-half (1½) times the regular rate of pay.

### Official Work Week and Work Hours

For pay purposes, the official workweek of Ferrum College begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on the following Saturday.

The standard number of work hours for a full-time staff employee is forty (40) hours per week; the number of work hours for a part-time or seasonal employee may vary from week to week.

### Pay Periods and Payroll Information

Normal pay dates at Ferrum College are every other week for hourly employees and the twentieth (20<sup>th</sup>) of the month for all other employees. If the twentieth falls on a Saturday or a Sunday, monthly employees will be paid on the preceding Friday. Ferrum College pay dates will be adjusted to accommodate holidays and breaks.

All employees will be paid by direct deposit upon completing an authorization form to consent to direct deposit, and pay advices are available online through the Employee Portal.

Precautions are taken to avoid errors in paychecks. If an employee believes that an error has occurred, they should promptly notify the Payroll Office or the Office of Human Resources. If an error is found, an adjustment will be made on the next paycheck. Employees may raise questions or concerns without fear of any retaliation.

### **Payroll Deductions Policy**

Deductions from payroll checks are made for Social Security (FICA) and federal and state taxes, as required by law. The employee must specifically authorize other deductions (except garnishments, tax liens, mandatory child support, or other court-ordered deductions) by completing and submitting to the Office of Human Resources a Salary Reduction Agreement. Such deductions can include, but are not limited to, the following:

1. Employee portion of health and/or dental insurance premiums
2. Employee contributions to the College's retirement programs
3. Gifts to Ferrum College
4. Flexible Spending Accounts Plans (medical spending and/or dependent care)
5. United Way contributions

Essential employees required to work while the College is closed will be compensated at their regular rate of pay. Hourly employees required to work during a national holiday observed by the College, (i.e., July 4th, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day) will be paid at the overtime rate.

## ***Employee Benefits***

Ferrum College has the right to evaluate and change the benefit programs offered to employees. Any changes will be within the legal parameters of the Commonwealth of Virginia and the Federal Government. Also, this section provides a general overview of various benefits. Refer to the applicable plan documents for the full details and terms.

### **Employee Assistance Program (EAP)**

The College offers free, confidential assessment, short-term counseling, referral, and follow-up services for employees and their families through an EAP. In providing an EAP, Ferrum College is extending a unique and valuable benefit. The EAP is available to aid in addressing any type of personal problem the employee or their family may be experiencing. An EAP counselor will provide a private, comprehensive evaluation of the situation and assist in resolving the problem. Participation in the EAP does not, however, excuse an employee from compliance with college policies. All meetings with EAP counselors are strictly confidential.

The EAP is paid for by Ferrum College to help with virtually any issue that may arise, including, but not limited to:

- Emotional
- Family
- Marital
- Grief/Loss
- Alcohol/Substance Abuse
- Job-Related
- Legal/Financial

Appointments can be made during both day and evening hours by calling 800-992-1931. The EAP counselors have offices located in Roanoke, Virginia and, upon request, in Rocky Mount. Additional information concerning the EAP program, including a brochure, is available in the Office of Human Resources.

### **Flexible Spending Accounts**

The Health Care Reimbursement Account allows an employee to pay for eligible medical expenses with payroll-deducted, pre-tax dollars. With this account, the employee can pay for out-of-pocket medical expenses for the employee, the employee's spouse, and their dependents children for medical and dental services that are incurred during the plan year. This benefit is available only during open enrollment.

The Dependent Care Reimbursement Account allows the employee to pay for dependent care expenses with pre-tax dollars. This benefit is available only during open enrollment.

### **Insurance Plans**

Only full-time employees are eligible to apply for the insurance plans listed below. Coverage begins on the first day of the month following the date work began, assuming insurance applications have been completed and submitted online through the benefits portal.

#### ***Health and Dental and Vision Insurance***

Ferrum College offers health, dental, and vision insurance coverage through the Council of Independent Colleges in Virginia's (CICV's) Virginia Private Colleges Benefits Consortium, Inc

(VPCBC). The program provides a range of health care services with a wide network of doctors, and hospitals and a strong network of local dentists. Information can be obtained concerning health and dental coverage by calling the providers' customer service numbers, accessing the providers' websites, or contacting the Office of Human Resources. The Office of Human Resources can also provide information to participants regarding premiums and out-of-pocket.

To obtain coverage, the eligible employee must complete insurance enrollment form(s) available in the Office of Human Resources. Ferrum College and the employee share the cost of the premiums for the employee and for any dependents covered. Premiums for coverage are deducted from the employee's paycheck through a completed Payroll Reduction Agreement.

The Consolidated Omnibus Budget Reconciliation Act of 1986, or COBRA, allows employees and covered family members to continue coverage at their cost in certain situations in which coverage would otherwise have ended. Upon termination of employment, the former employee is notified by mail of their COBRA rights for continued health and/or dental insurance coverage.

Retirees may continue enrollment in the College health, dental, and/or vision insurance program up to age sixty-five (65). However, the College does not contribute to the retired employee's health or dental insurance premium, or to any other benefit. The retiree must pay the entire amount of the monthly premium, in advance, by personal check, cash, or credit card. To be considered eligible for continued benefits please see *Retirement* on page 65.

### ***Life Insurance***

Employees classified as full-time are eligible, while employed at Ferrum College, for term life insurance in the amount of one (1) time their annual base salary. An application must be completed and is available in the Office of Human Resources. The life insurance includes accidental death and dismemberment coverage, which doubles the life insurance amount if an accidental death occurs. Ferrum College provides this benefit at no cost to the employee.

Upon termination of employment, individuals cease to be eligible for the College's group life insurance coverage. However, individuals are eligible to convert to an individual policy, within the thirty-one- (31-) day conversion period, by submitting a written application and making the first premium payment directly to the life insurance company. Refer to the plan document for additional information regarding coverage and eligibility.

Employees who have become disabled and are receiving benefits through the College's long-term disability plan may complete a Waiver of Premium form and continue their enrollment in the College's life insurance plan, as provided in the plan document.

### ***Long-term Disability Insurance***

The College provides long-term disability insurance to full-time employees at no cost to the employee. If a claim is found to be eligible by the insurance carrier, benefits may begin one hundred eighty (180) calendar days after the initial disability. Maximum benefit amounts and maximum benefit periods have determiners. Please contact the Office of Human Resources for further information.

### ***Short-term Disability Insurance***

The College provides short-term disability insurance to full-time employees at no cost to the employee. A doctor's certification will be required. If a claim is found to be eligible by the College's third-party administrator, benefits may begin fifteen (15) working days after the initial

disability and pay up to sixty (60) percent of the employee's basic monthly salary, with the maximum weekly benefit of \$1,155.00. Short-term disability has a maximum benefit period of one hundred eighty (180) calendar days. However, STD Benefits will end on the date long term disability benefits become payable to you under a group plan provided by Ferrum College, even if that occurs before the end of the Maximum Benefit Period.

### ***Social Security Insurance***

All employees are required by federal law to participate in the FICA (Social Security) protection plan. Deductions are made from paychecks in accordance with the current provisions of the law. The College contributes an equal amount, up to the limits required by law.

### ***Unemployment Insurance***

Upon termination, eligible employees may apply to receive unemployment insurance benefits through the Virginia Employment Commission System (VEC). Benefits eligibility is determined by this agency. Ferrum College pays the entire cost of this benefit.

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

Ferrum College employees are covered by state-mandated workers' compensation insurance, at no cost to the employee, for occupational injuries and illnesses that arise out of and in the course of employment. All work-related injuries and illnesses **must be reported within twenty-four (24) hours** to the employee's supervisor, and a report must be filed immediately by employee's supervisor with the Office of Human Resources via the Employee Incident Reporting Form.

**It is the responsibility of the supervisor to notify the Office of Human Resources of work-related injuries as soon as possible after the injury occurs and to maintain contact with the Office of Human Resources until the employee's injury has resolved.**

If the injury requires examination by a physician, one must be chosen by the employee from a designated panel. The supervisor must immediately contact the Office of Human Resources for the College's panel of physicians and for assistance in scheduling an appointment. If the injury requires immediate attention, the supervisor should call 911 for emergency medical care. Employees should not be permitted to seek medical care from their personal physician unless the physician is on the College's panel of physicians and the Office of Human Resources is notified in advance.

If an employee must be absent from work as a result of a work-related injury or illness, workers' compensation insurance typically pays 66.67% of base pay beginning on the eighth (8<sup>th</sup>) day of absence. Any paid leave may be used only for the first seven (7) days until workers' compensation pay begins. Paid leave and workers' compensation pay cannot be collected simultaneously.

### **Premium Conversion – Section 125 Cafeteria Plan**

Premium Conversion allows an employee to take payroll deductions to pay for specific benefits such as FSA and other pre-tax benefits. These deductions are taken from the employee's gross pay before taxes are calculated. This benefit is available by electronically signing an election form through the online benefits portal at the time of hire or during open enrollment. Ferrum College's Section 125 Cafeteria Plan outlines this benefit in detail. A copy of the plan documents and summary plan documents for the Section 125 Plan are located in the Office of Human Resources.

## **Retirement**

Ferrum College does not have a specific age at which an employee must retire. For a full-time employee to be considered a retiree of the College, the employee must be fifty-five (55) years of age or older and have worked a minimum of ten (10) full-time consecutive years with the College immediately prior to retirement. Employees intending to retire should notify the Office of Human Resources at least six (6) weeks prior to the effective date of their retirement.

**Some of the College's benefit plans have differing retirement requirements. Refer to plan documents for specific requirements.**

Retirees who wish to return to work at the College on a seasonal basis may reapply for employment. Such employment is not automatic, however, and depends on the availability of positions and the retiree's qualifications for those positions.

### ***Retirement Plan***

Ferrum College offers enrollment in a 403(b) defined contribution retirement plan to all full-time employees.

The waiting period for enrollment in the defined contribution plan is normally one (1) year, unless the employee had participated in, or was eligible to participate in, a 403(b) plan prior to employment with Ferrum College. There is no waiting period, however, for employees who choose to make voluntary contributions that are not matched by the College.

Upon the employee's enrollment in the defined contribution plan, the College may later contribute a matching percentage to the employee's account and may contribute a percentage even if the employee does not contribute to the retirement plan.

Additional information is available in the Office of Human Resources, including the plan documents and summary plan documents.

## **Professional Development**

Whenever appropriate, "staff" employees will be given the opportunity to attend both on- and off-campus conferences, seminars, and workshops for which the College will pay. Employees are encouraged to take advantage of these educational opportunities. Faculty employees should refer to the Ferrum College *Faculty Handbook*.

Paid time will be granted to employees to attend such educational opportunities that are offered during their regular work schedule, and are related to their position with the College, with prior approval of the immediate supervisor. The immediate supervisor will determine the number of educational opportunities an employee may attend based on the amount of money allocated for such programs in the department's annual budget.

The Ferrum College Professional Development Program provides employees the opportunity to take undergraduate, graduate, or post-graduate courses at other institutions to be able to work towards the achievement of degrees in order to enhance their abilities to perform in their work at the College.

### ***Eligibility and Guidelines***

Full-time “staff” employees of the College are eligible to apply for professional development funding. This program is not available to seasonal employees or to dependents of employees.

If approved, enrollment in courses through this program should not interfere with the responsibilities of the employee’s position with the College. The immediate supervisor must approve any change in the employee’s work schedule due to enrollment.

An employee may be approved for up to \$1000.00 per fiscal year for tuition and books. This amount does not include any registration, equipment, travel, or other associated fees. Reimbursement will be up to 50% at enrollment and up to 50% upon successful completion of the course(s). Successful completion of the course is defined as receipt of a satisfactory grade of “B” or above. For courses that begin in one fiscal year and end in another, reimbursement will be applied to the fiscal year in which the class is completed.

**Note:** Staff Professional Development opportunities are subject to budgetary availability.

### **Tuition Benefits**

Ferrum College provides tuition assistance to its eligible full-time employees and their eligible dependents through two (2) programs.

1. **Tuition Remission:** This program allows waiver of tuition for classes at Ferrum College and is available to eligible employees, their spouses, and their dependent children; and,
2. **Tuition Exchange:** This program allows attendance at specific private colleges and universities, nationwide, at no or a significantly reduced level of tuition. Tuition Exchange is available *only* to dependent children of eligible employees. Two such tuition exchange programs are available: Tuition Exchange, Inc. (TEI) and the Council of Independent Colleges (CIC) Tuition Exchange Program.

See Appendices E for full details of the Tuition Remission and Tuition Exchange programs.

### **Leave**

#### ***Annual Leave***

Full-time, twelve- (12-) month employees accrue vacation leave each month at a rate determined by the annual schedule listed below. For the first year of employment, annual leave is prorated.

#### **Hourly and Salaried Staff**

- Start date through 5 years of continuous service \_\_\_\_\_ 80 hours
- Beginning of 6<sup>th</sup> year through 10 years of continuous service \_\_\_\_\_ 120 hours
- Beginning of 11<sup>th</sup> year of continuous service \_\_\_\_\_ 160 hours

#### **Executive Leadership Team**

- From date of employment \_\_\_\_\_ 120 hours\*
- \* (or based upon years of service, whichever is the greater)

Nine- and ten-month full-time employees, as well as seasonal employees, and athletic coaches are NOT eligible for vacation.

Annual leave for the fiscal year beginning July 1 may be advanced to employees as early as July 1 and must be taken by the following June 30. If an employee leaves College employment, the employee is entitled to be paid for any earned unused annual leave up to eighty (80) hours (assuming there is no overdrawn balance) by using the regular monthly accrual rate figured through the date of termination. However, if an employee leaves College employment with an overdrawn annual leave balance (due to an advance), this overdrawn balance will be deducted from the final paycheck. Employees consent, in writing, to the terms of this deduction prior to the start of employment by completing an Explanation of Paid Leave form through the Office of Human Resources.

Annual leave must be scheduled in advance with the approval of the supervisor. Departments have different peak periods of activity; thus, each department may establish policies for vacation usage, as may be deemed necessary, including the establishment of specific periods when annual leave cannot be scheduled (i.e., College Black-Out Dates). Also, to facilitate workload planning in certain departments, annual leave may be required to be scheduled in a minimum of ½-day blocks.

Annual leave may not be carried beyond June 30. Any request for an exception, with accompanying justification and endorsement by the immediate supervisor, the department director, and the Executive Leadership Team Member, must be submitted in writing to the Office of Human Resources prior to June 30. The amount of carryover requested may not exceed **forty (40) hours**, and the *combination* of approved carryover days and the following year's total accrual days may NOT exceed 120 hours. Upon evaluation of the request, the supervisor and the Office of Human Resources, upon the approval of the President of the College will notify the employee if the carryover exception is approved. Any rollover annual leave is not paid out if the employee leaves the College, and must be used within ninety (90) days after the start of the new fiscal year.

**The Associate Chief Accounting Officer (CAAO) and the President of the College make the final decision to approve or deny the request for rollover of annual leave.**

***Bereavement Leave***

In the event of death in the immediate family, full-time employees may be granted three (3) working days of paid bereavement leave for funerals and other necessary arrangements. (See definition of Immediate Family under Other Benefits and Information.) Seasonal employees are not eligible for this paid benefit.

If an employee attends a funeral for a person other than a member of the employee's immediate family, as defined, that absence must be charged against the employee's vacation or personal leave, and the time submitted through the online reporting system.

***Family and Medical Leave***

In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, Ferrum College provides family and medical leave to employees as follows:

**Reasons for Taking FMLA Leave**

1. An eligible employee shall be entitled to a total of twelve (12) workweeks of leave during a "rolling" 12-month period, measured backward from the date an employee uses FMLA leave, for one or more of the following:
  - a. Because of the birth of a child of the employee, and in order to care for a child and because of the placement with the employee for adoption or foster care purposes;



- b. In order to care for the spouse, child, or parent, of the employee, if such spouse, child, or parent has a serious health condition or disability;
  - c. Because of a serious health condition that makes the employee unable to perform the functions of their position; or,
  - d. Because of any qualifying exigency arising out of the fact that the spouse, child, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
2. An eligible employee who is the spouse, child, parent, or next of kin of a member of the Armed Forces 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 is entitled to a total of twenty-six (26) workweeks of leave during a single 12-month period.
  3. During the single 12-month period described in paragraph 2, an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs 1 and 2. Nothing in this paragraph will limit the availability of leave under paragraph 1 during any other 12-month period.
  4. An eligible employee's entitlement to FMLA leave for birth or placement of a child expires twelve (12) months after the birth or placement of the child.

### **Eligibility Requirements**

An employee must have been employed by the College at least one (1) year and have worked at least 1,250 hours during the previous twelve (12) months to be eligible for FMLA leave.

### **FMLA Leave for Spouses Employed by the College**

1. In any case for which both spouses are entitled to FMLA leave, the combined total number of workweeks of leave both may take is limited to twelve (12) during a 12-month period, if such leave is taken for the birth or placement of a new child or to care for a sick parent.
2. The combined total number of workweeks of leave that both spouses may take is limited to twenty-six (26) during the single 12-month period, if the leave is to care for a servicemember, or is a combination of caring for a servicemember and for the birth or placement of a new child or for the care of a sick parent.

### **Notice of Need for FMLA Leave**

1. An employee must provide a minimum of 30 days' advance notice when the need for leave is foreseeable.
2. When the need for leave is not foreseeable, the employee must provide as much notice as is practicable under the circumstances.
3. In any case in which the necessity for leave under paragraph (1) (d) of the "Reasons for Taking Leave" section is foreseeable, whether because the employee's family member is on active duty or because of notification of an impending call or order to active duty in support of a contingency operation, the employee must provide such notice to the Office of Human Resources as is reasonable and practicable.

### **Certifications**

1. All employees who are taking FMLA leave are required to submit a Certification form, which is available from the Office of Human Resources.
2. The Certification must be returned within fifteen (15) days. Failure to return the Certification in a timely manner may result in the delay or denial of the leave.

3. Employees will be required to re-certify the health condition from time to time, such as when the employee requests or requires an extension of the leave, if the circumstances of the leave change, or for other justifiable reasons.
4. The College reserves the right to require, at the College's expense, a second Certification. If the first and second Certifications differ, the College may require a third Certification at the College's expense, which will be controlling.

### **Benefit Protection**

1. If an employee is currently covered under the College's health benefits plan, these benefits will be maintained during the approved FMLA leave. Employees will be required to pay their portion of all benefit premiums on a monthly basis. Payment must be received by the Office of Human Resources no later than the 20<sup>th</sup> day of the month. Non-payment of more than 30 days may result in termination of coverage.
2. Employees on FMLA leave will not lose eligibility/entitlement to any benefits or employment programs accrued prior to the day the leave commenced.
3. Annual, personal and sick leave will accrue during FMLA leave. Pay for holidays, breaks, jury duty, or bereavement leave will not be granted unless the employee meets the condition of the applicable policy to be paid.

### **Paid and Unpaid FMLA Leave**

The College will require the use of all accrued but unused paid leave (annual leave, sick leave, and personal leave, as applicable to the case) prior to any unpaid leave. The overall period of FMLA leave may be all paid time, partly paid and partly unpaid time, or all unpaid time; this period does not increase by the length of any paid leave. Thus, the combination of any paid sick or other paid leave plus any unpaid leave will be designated as FMLA leave and will be counted towards the employee's annual FMLA entitlement. In addition, any workers' compensation or other disability leave resulting from a serious health condition will be designated as FMLA leave. In other words, all FMLA-qualifying paid leave and any unpaid leave will together be designated as FMLA leave and count towards an employee's annual FMLA entitlement.

### **Return to Work**

1. All employees on FMLA leave must notify their immediate supervisor at least four (4) days prior to returning to work.
2. Employees who are on FMLA leave for their own serious health condition must submit a fitness for duty report to their supervisor before returning to work.
3. Upon return from an approved FMLA leave, an employee will be restored to their original, or an equivalent, position with equivalent pay and benefits.
4. Failure of an employee to return to work after the exhaustion of leave will be addressed in accordance with the College's attendance policies. Should an employee require additional leave time beyond what is allowed by FMLA, the employee should consult with the Office of Human Resources to discuss their status and options available to them.

### **Initiating a Request for FMLA Leave**

As soon as an employee is aware of the possibility of an FMLA leave request, the matter should be discussed with the employee's supervisor, who will direct the employee to the Office of Human Resources, which will provide the necessary paperwork to be completed jointly by the employee and the employee's health care provider. The determination of the request for FMLA leave will be made upon receipt of the completed information from the employee and the health care provider.

### ***Holiday Leave***

Full-time, 12-month, 10-month and 9-month employees are eligible for five (5) annual paid holidays per year (Independence Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day), as designated by the College, which are outlined in the annual Holiday Schedule. Staff employees who are required to work during the five designated College holidays will be compensated at time and a half (1.5) for their hours worked on those days.

The College may choose to officially close during certain periods (i.e., winter break), and during these breaks, all 12-month, 10-month and 9-month full-time employees will receive their regular pay. Staff employees whose duties require them to work during these breaks will be compensated at their regular rate. Seasonal employees, classified as hourly workers, will be compensated for hours worked, including any designated holidays or break days worked.

### ***Leave Taken Intermittently or on a Reduced Leave Schedule***

1. An employee may take intermittent leave, or may work a reduced leave schedule, due to health or health care reasons, when medically necessary.
2. If an employee is taking intermittent leave, or leave on a reduced leave schedule, the College may temporarily reassign such employee to an alternative position for which the employee is qualified, that has equivalent pay and benefits, and that better accommodates recurring periods of leave than does the regular position of the employee.

### ***Leave for Jury Duty, Witness Service, and Voting***

If an employee is called for jury duty, or is subpoenaed to appear in court as a witness in a court action that involves litigation in which the employee is not a party, leave with pay will be granted for the time required to be away from the job. The employee must provide a copy of the official documents in advance for approval of this leave. The employee is expected to return to work if they are excused by the court at least two (2) hours or more prior to the end of the employee's regular work day.

**Employees are encouraged to vote before or after work, if at all possible, but those who are unable to vote except during their regular work hours may take annual leave to exercise their right to vote.**

### ***Leave of Absence***

If an employee must be away from work for a non-FMLA reason, or the employee is not eligible for or has exhausted FMLA leave, that employee may request permission from the supervisor for a leave of absence. The request must be in writing and must provide the requested amount of time and the reasons for the request for time away from work.

Upon receipt of such a request, or if the College deems a leave of absence to be necessary for an employee, the supervisor will make a recommendation to the Office of Human Resources for a decision. If the leave of absence is for medical reasons, the College may require medical certification. Upon evaluation of the request, the supervisor and the Office of Human Resources, upon the approval of the President of the College will notify the employee if the leave is approved and, if so, for what time period.

The employee must use any and all available paid leave (annual leave, personal leave, and sick leave) as applicable. If none is available, the leave of absence will be unpaid leave. The employee continues to accrue annual, personal, and sick time during this leave of absence (only if it is a paid

leave). The College will continue to pay insurance premiums normally paid by the College for one month following the start of a leave of absence. During this period, the employee continues to be responsible for the payment of the employee portion of insurance costs.

Whether the leave is at the request of the employee or the College, re-employment in the same position may be anticipated upon the employee's return, but cannot be guaranteed. Every effort will be made to place the employee in the same or in a comparable position. If possible, one (1) weeks' notice should be given by the employee to the employee's direct supervisor of the employee's intent to return. If the basis for the leave of absence is medical, a physician's statement will be required regarding the employee's fitness to resume work at full duty.

Pregnancy is generally treated as any other temporary medical condition. Persons wishing to take leave for reasons related to pregnancy should refer to the FMLA section, or the Reasonable Accommodations policy (see page 16), in *the Employee Handbook*.

### ***Military Leave***

Leave of absence without pay for military or Reserve duty will be granted to full-time and seasonal employees. If an employee is called to active military duty or to Reserve or National Guard training, or if an employee volunteers for the same, the employee must submit copies of the military orders to their supervisor as soon as is practicable. The employee will be granted a military leave of absence without pay in accordance with applicable federal and state laws.

An employee who is a reservist or a member of the National Guard will also be granted time off for required military training. The first twenty-five (25) days of military leave during a calendar year will be with pay and any additional days will be without pay, unless charged against accumulated annual and/or personal leave. The employee's eligibility for reinstatement after military duty or training is completed will be determined in accordance with applicable federal and state laws.

### ***Personal Leave***

All full-time employees are entitled to four (4) days of personal leave per year. Seasonal employees do NOT receive personal leave. For the first year of employment, personal leave is pro-rated.

Personal leave must be scheduled in advance, with the approval of the supervisor. Personal leave may be used in one-hour blocks. Personal leave is awarded each year on July 1 and may not be carried beyond the following June 30. No payment is made upon termination for unused personal leave.

### ***Sick Leave***

Full-time employees earn sick leave at the rate of one (1) day per month worked.

Seasonal and part-time employees are NOT eligible for sick leave.

Sick leave may be used for personal and family illnesses and for medical, dental, and mental health appointments. In cases of unexpected absences due to illness, the employee must notify their supervisor no later than the employee's normal starting time, if possible. If the supervisor cannot be reached, or a message cannot be left in the department, the employee must notify the Office of Human Resources at ext. 4596 or 540-365-4596.

In case of absence due to illness, the employee may be required to provide a doctor's excuse upon return to work. Absences should promptly be entered into the online reporting system.

A maximum of sixty (60) days of accumulated sick leave may be carried over from one fiscal year to the next. No payment of accrued sick leave is made upon termination of employment from Ferrum College.

## ***Other Benefits and Information***

### **Ferrum Fund**

The Ferrum Fund, overseen by the Office of Institutional Advancement, includes the yearly campaign to secure gifts for the College. Employees are encouraged to participate in this worthy program, although participation is strictly voluntary. Gifts to the Ferrum Fund help underwrite the cost of educating Ferrum students. Gifts to the Ferrum Fund may be made through payroll deduction. For additional information please see the Office of Institutional Advancement.

### **Campus Mail Services**

Campus Mail Services (the campus “post office”) provides on-campus mail service for all College-related mail. Window services are available at specified times, Monday through Saturday. Employees should make other arrangements for personal mail, as this is not the responsibility of Campus Mail Services.

### **Campus Police Department**

Ferrum College’s Campus Police Department is located at 109 Ferrum Mountain Road, Ferrum, VA 24088-9000. It is staffed during normal business hours, but hours are extended during special events.

In the event of an accident, injury, or other emergency, employees should react as calmly, safely, and quickly as possible. Depending on the circumstances, help is available at one or more of the sources listed below. Whatever course of action is taken, the Campus Police should be notified of the incident.

#### ***Important Emergency Numbers***

- |  |              |
|--|--------------|
| ● Ferrum College Police Department     | 540-365-4444 |
| ● Tri-Area Community Health Center     | 540-365-4469 |
| ● Ferrum Fire Department               | 911          |
| ● Ferrum Rescue Squad                  | 911          |
| ● Franklin County Sheriff’s Department | 911          |

The Annual Security Report is available upon request in the Campus Safety, the Office of Human Resources, and Admissions Offices.

#### ***Emergency Information***

In the event of an emergency, employees may be provided information in the following ways:

- [Emergency Action Plan](#)
- [The Rave Campus Alert System](#)
- One or many campus-wide email messages
- On-campus alert siren
- Local TV and radio stations
- Verbal instructions may be passed along, either in person or by phone tree
- Any other methods as necessary

#### ***Alert Siren***

Ferrum College will sound its outside alert siren when an imminent threat to Ferrum College students, faculty, staff, and visitors is perceived. The siren will sound with a slow wailing tone.

If the siren is activated, seek shelter and remain there until additional information is received. Do not assume the end of the siren tone indicates an "all clear" condition!

Once the threat has been contained, an "all clear" will be communicated by the same methods as listed previously under Emergency Information (except the siren). The siren tone will NOT be sounded to indicate "all clear."

Siren and other emergency plan testing will take place on a regular basis. Ferrum College will announce any testing in advance of the event.

## **Campus Store Policy**

This policy outlines the discount benefits available to employees and their families at the Ferrum College Campus Store.

### **1. Employee Discount**

- a. Employees and their families are entitled to a 10% discount on regularly priced merchandise at the Campus Store.
- b. Any exceptions to the discount rate must be approved by the Manager of the Campus Store.
- c. Employee discounts may not be combined with any other offer or discount unless otherwise approved by the Manager of the Campus Store.

## **Conferences and Events**

Ferrum College encourages faculty, staff, students, and organizations associated with the College to plan events both for the general community and for particular audiences. The Office of Conferences and Events coordinates the reservation of rooms and services for college meetings, events, and activities, including the use of Ferrum College facilities (buildings and grounds), from simple meetings to events that require the entire campus.

The Conferences and Events Information Guide to Policies, Procedures, and Room Use is available by calling ext. 4474 or 540-365-4474.

## **Dining Services**

The College's Dining Services operations is managed by Metz. The venues under Metz's oversight consist of the Dining Hall, Boars Head Deli, Panther Pizzeria, and Panther Grounds.

The College Dining Hall is open seven (7) days a week for breakfast, lunch, and dinner and for brunch and dinner during weekends, or as announced. Exceptions to this schedule are observed during holidays and student/College break periods. The dining hall provides a wide range of foods, including hot entrees, a sandwich bar, a salad bar, specialty items, desserts, and a variety of beverages. It is located in Franklin Hall.

Boars Head Deli serves hot and cold subs, as well as other items. The venue operates on a posted schedule and is located in the lower level of Franklin Hall.

The Panther Pizzeria serves pizza, bread sticks, and wings. This venue also operates on a posted schedule and is located in the lower level of Franklin Hall next to Subway.

Panther Grounds is open to students and employees as a place to take a break, catch up on emails, review newspapers, and/or watch news on television while drinking Starbucks coffee.

All dining venues operate on a cash, debit, and credit card basis, and are open to students, employees, their families, and the community. Meals must be paid for at the time of service.

An employee's College ID can be used as a debit card to purchase meals. Prior to purchasing a meal, the employee can take cash or a check to the Dining Services Office in Franklin Hall, where it will be applied to the employee's debit account. Use of an employee debit card in lieu of cash enables the employee to receive a discount in the dining hall *only*. Contact the Dining Services Office for details and hours of availability.

## **Library**

Stanley Library is available for use by employees, spouses, and dependent children. Presentation of a College ID is required for checking out materials, such as books, DVDs, etc.

## **Lost and Found**

It is the responsibility of employees to ensure that their personal belongings are secured while on College property. Any personal items lost or missing should be reported immediately to Campus Police, and any items found on campus for which the owner cannot be identified should be turned over to Campus Police.

## **Medical Facilities**

Tri-Area Community Health Center and Tri-Area Community Pharmacy are available to provide health services and counseling to employees and their families, as well as to Ferrum College students and the community at large. The College's health insurance is accepted there; charges for treatment and medication are due at the time services are provided.

## **Notary Service**

Notary service is available at no charge to employees. Contact the Office of Human Resources at ext. 4596, or at 540-365-4596, for names of on-campus notaries.

## **Programs and Events**

Staff, faculty, spouses, and dependent children are admitted free of charge to most cultural arts programs, lectures, and athletic events held on campus. College issued ID cards must be presented for free admittance.

## **Purchasing**

Employees are responsible for obtaining all purchase order approvals as outlined in the **Purchasing Manual** (found in Panther Experience) for materials, supplies, services, and equipment to be used by Ferrum College. An employee does not have the authority to commit College funds without prior approval of the appropriate Executive Leadership Team member, the ACAO and/or the President of the College.

If any employee makes purchases with personal funds, the College does not assume any responsibility for reimbursement if prior approval had not been received. Any questions concerning purchasing procedures should be directed to the ACAO.



## **Recreational Facilities**

Tennis courts, basketball courts, and the Fitness Center are available for recreational use by employees, spouses, and dependent children when not reserved for other purposes. College issued IDs must be presented when using these facilities. Minors must be supervised by an adult at all times while on campus.

## **Service Celebrations**

Ferrum College recognizes full-time faculty and staff for years of continuous service to the institution. Presentations are made at the annual Employee Recognition Program for each five (5) years of service to the College beginning with the completion of the fifth year of service. Retirees are also recognized at this annual event.

## **Solicitations**

Solicitations on College property by external organizations or individuals is strictly prohibited unless the solicitation has been approved by the Chief of Campus Police and the appropriate Executive Leadership Team member.

## **Vaughn Chapel**

Students, faculty, staff, alumni, and friends of Ferrum College may use the Vaughn Chapel sanctuary for worship services and ceremonies, as well as campus-wide meetings. Chapel usage must be scheduled through the Office of Conferences and Events. All events of a religious nature must be cleared with the President's Office.

## *Appendices*

### **Appendix A - Employee Code of Conduct and Ethics**

#### *Preamble*

At Ferrum College, we are committed to fostering an environment that upholds the highest standards of ethics, integrity, and respect. As a community of educators, researchers, administrators, and support staff, we recognize that our actions and behaviors significantly impact the success and reputation of our institution. This Code of Conduct serves as a guiding document, outlining the principles and expectations that govern our professional conduct. The College values integrity, honesty, and fairness and strives to integrate these values into its teaching, research, and business practices.

We believe in creating an inclusive and collaborative atmosphere where every member of the College community is valued and respected. Our commitment to excellence extends beyond the classroom and workplace, reflecting in our interactions, decision-making processes, and dedication to the College's mission.

This Code of Conduct establishes a framework for maintaining the trust placed in us by our students, colleagues, stakeholders, and the broader community. It is designed to promote a culture of accountability, responsibility, and continuous improvement. By adhering to these standards, we contribute to a positive and productive environment that supports the personal and professional growth of all members of our College community.

As we strive to fulfill our roles and responsibilities, let us be guided by these principles, ensuring that our actions reflect the core values of Ferrum College. Together, we can uphold the integrity and excellence that define our institution, fostering a legacy of success and distinction for future generations.

#### *Definitions*

**“College”** means Ferrum College.

**“Student”** includes all persons, other than employees taking courses at the College, either full-time or part-time, pursuing undergraduate or graduate studies. Persons who are not officially enrolled for a particular term but who have a continuing relationship with the College, or who have been notified of their acceptance for admission, are considered “students,” as are persons (other than employees) who are living in the College residence halls although not enrolled in this institution.

**“Faculty member”** means any person employed by the College to conduct teaching activities or who is otherwise considered by the College to be a member of its faculty.

**“Staff”** includes any full-time or seasonal employee of the College who holds managerial, administrative, clerical, technical/paraprofessional, skilled craft, service/maintenance, or other positions designated by the College to be subject to these rules, policies, procedures, and benefits.

**“Member of the College community”** includes any person who is a student, faculty or staff member, faculty or staff emeriti, College official, or any other person employed or contracted by the College. A person’s status in a particular situation shall be determined by the Director of the Office of Human Resources.

**“College premises”** includes all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the College.

- “Organization”** means any number of persons who have complied with the formal requirements for college recognition or registration.
- “Policy”** means the written rules of the College as found in, but not limited to, the Employee Codes of Conduct and Ethics, *Faculty and Employee Handbooks*, the College website, and the Ferrum College Catalog.
- “Resources”** means anything reserved for business purposes on behalf of the College and includes but is not limited to: the name, marks, or logos of Ferrum College; property owned by or leased to the College; funds; equipment and supplies; vehicles; facilities; mail service; computing and communication equipment and systems, including computers, networks, electronic mail services, electronic information sources, the domain for electronic communication forums, voicemail, telephone services, and other communication resources; procurement tools such as purchasing cards and petty cash; and the time and effort of other faculty, staff, students, and others at the College.

### ***Jurisdiction of the College Employee Code of Conduct and Ethics***

The Employee Code of Conduct and Ethics shall apply to conduct that occurs on College premises, at College-sponsored activities, and to off-campus conduct that adversely affects the employee’s fitness to perform his/her responsibilities or the College’s reputation or standing. All employees shall be responsible for their conduct throughout their employment relationship with the College.

### ***Conduct – Rules and Regulations***

Employees are required to comply with basic standards of conduct and professionalism as members of the College community. Failure to comply with the Employee Code of Conduct may result in disciplinary action up to and including termination as outlined in the *Employee Handbook*. This list is non-exhaustive, and the College reserves the right to discipline employees for conduct not listed below.

1. Neglect of duty and/or lack of due care and/or diligence in the performance of duties.
2. Unsatisfactory job performance or failure to maintain reasonable standards of performance.
3. Inappropriate appearance, including failure to maintain personal appearance or dress, including uniform or style of dress, according to departmental standards.
4. Incivility, poor attitude, and discourtesy toward others (for example, rudeness or lack of cooperation).
5. Excessive absenteeism or tardiness, or an unacceptable pattern of absences.
6. Insubordination, including refusal to comply with a supervisor’s instructions unless the instructions are illegal, endangering, or unethical.
7. Violation of the College’s EEO policies and commitment.
8. Unauthorized use of the College’s name or letterhead for personal business.
9. Theft, misappropriation, and/or unauthorized possession or removal of property belonging to the College, members of the College community, or other persons with whom the College has a business relationship.
10. Concealing, falsifying, altering, misusing, or removing records, including electronic data records.
11. Unauthorized use, abuse, or direct or indirect misuse of college resources.
12. Use of College resources for other than officially approved activities or for commercial, political, or other improper purposes. They may not be used for personal gain or for personal reasons except in a manner that is incidental and reasonable in light of the employee’s duties.
13. Smoking in unauthorized areas or in College vehicles.
14. Sleeping while on duty.

15. Failure or refusal to cooperate in or interference with college disciplinary proceedings.
16. Violation of the Conflict-of-Interest Policy.
17. Unauthorized use of alcohol or being under the influence of alcohol while on college premises or working for the College.
18. Providing alcoholic beverages to any student who is less than twenty-one (21) years of age.
19. Violation of safety rules and policies or any willful or negligent act that may cause injury to person or property.
20. All employees must comply with all federal laws, state laws, agreements with third parties, and College policies and principles pertaining to the use, protection, and disclosure of various types of confidential, proprietary, and private information. Such policies apply even after the employee's relationship with the institution ends. Refer to the Confidentiality Policy.
21. Discrimination, including harassment, against another College community member including, but not limited to, students, faculty, staff, administrators, and independent contractors. Where actions are found to have occurred that violate this standard, the College will take prompt action to end the offending conduct, prevent its recurrence, and discipline those responsible. Refer to the College's discrimination and harassment policies.
22. Harassment of any person including, but not limited to, violation of the Sexual Harassment Policy.
23. Disruption or obstruction of lawful institutional activities and functions.
24. Threats, intimidation, physical contact, physical abuse, harassment, coercion, and any other conduct which threatens or endangers the health or safety of any person.
25. Attempted or actual theft, unauthorized possession, and/or damage to property of the College, any person, or any other entity.
26. Possession or use on the College premises of any weapon (for example, firearms and dangerous knives), dangerous instruments, explosive devices, fireworks, or dangerous chemicals, except as provided in proper classroom/lab settings.
27. Theft, abuse, and/or misuse of computer facilities and resources including, but not limited to:
  - (a) Unauthorized entry into a file, to use, read, or change contents, or for any other purpose.
  - (b) Unauthorized transfer of a file.
  - (c) Use of another individual's identification and/or password.
  - (d) Use of computing facilities and resources to interfere with the work of another staff member, a student, faculty member, or College official.
  - (e) Use of computing facilities and resources to send obscene or abusive messages.
  - (f) Use of computing facilities and resources to interfere with normal operation of the College computing system.
  - (g) Use of computing facilities and resources in violation of copyright laws.
  - (h) Any violation of the College Use of Communication Equipment Policy.
28. Violations of other published College policies in hard copy or available on the College website.
29. Intentionally misrepresenting personal views as the position of the institution.
30. Conviction for criminal acts which demonstrate unfitness as an employee including, but not limited to, crimes of moral turpitude.
31. Possession, distribution, sale, or use, or being under the influence of, illegal drugs while on college premises, participating in college-sponsored activities, representing the College, or performing job duties. Illegal drugs, as referred to in this policy, include

- drugs that are not legally obtainable, as well as drugs that are legally obtainable but used for illegal or unauthorized purposes. For further information please see the Ferrum College Drug Policies.
32. Violation of intellectual property rights as defined in the College Intellectual Property Rights Policy. Employees must abide by all rules and laws governing the use of copyrighted materials, patented ideas, licenses, and proprietary information. Employees must refrain from any activity that constitutes infringement of individual or College intellectual property and properly attribute the ideas and work of others.
  33. Interference with disciplinary procedures including, but not limited to, destroying or concealing evidence, providing false or misleading information, intimidation of witnesses, or inducing a witness to provide withheld information or to provide false information.
  34. Improper documentation, destruction, or making false statements, alterations, deletions, or omissions on college forms, records, or reports including, but not limited to, production records, time records, employment applications, and medical records.
  35. Violation of the College's Whistleblower Policy.
  36. Failure or refusal to cooperate in or interference with an investigation by the College.
  37. Plagiarism: Using someone else's work without proper attribution.
  38. Fabrication: Falsifying research data or results.
  39. Conflict of Interest: Engaging in activities that compromise professional judgment, such as accepting gifts from students in exchange for grades.
  40. Discrimination: Treating students or colleagues unfairly based on race, gender, sexual orientation, sexual expression, religion, or other protected characteristics.
  41. Academic Dishonesty: Facilitating cheating or not reporting observed cheating.
  42. Breach of Confidentiality: Disclosing sensitive information about students or colleagues without consent.
  43. Neglect of Duties: Consistently failing to meet job responsibilities or other assigned duties.
  44. Inappropriate Relationships: Engaging in romantic or sexual relationships with students or supervisees.

## **Appendix B - Ferrum College Whistleblower Policy**

### ***Purpose and Applicability***

The purpose of this policy is to set forth the Ferrum College policy on disclosure of misconduct and to protect individuals from retaliation in the form of an adverse employment action for disclosing what they believe evidences certain unlawful or unethical practices. This policy is applicable to all employees of Ferrum College and to applicants for jobs at Ferrum College.

### ***Statement of Policy***

It is the policy of Ferrum College that employees and applicants shall be free without fear of retaliation to report conduct that they reasonably believe may constitute misconduct, including, but not limited to, the following: wire fraud, mail fraud, bank fraud, securities fraud or questionable accounting and internal controls; auditing matters; harassment, discrimination, hostile workplace, and safety and security issues; illegal or unethical business practices; wrongful termination; hate messages; faculty or employee handbook violations; violations of laws; mismanagement; waste of institution resources; and abuse of authority. A representative of Ferrum College shall not take or shall refuse to take any employment action in retaliation against an employee or applicant who reports, in good faith, possible misconduct under this policy or who, following such disclosure, seeks a remedy provided under this policy, or under any law or other Ferrum College policy. However, employees or applicants who knowingly file false or misleading reports, or without a reasonable, good-faith belief as to truth or accuracy, will not be protected by this policy, and, in the case of an employee, may be subject to disciplinary action, including termination of employment.

### ***Process for Disclosure***

1. An employee or applicant is requested to promptly disclose all relevant information regarding evidenced misconduct, preferably addressed in a written report, to the President. If the employee or applicant would prefer to contact a source outside of Ferrum College, he or she may anonymously contact the confidential Campus Conduct Hotline service, provided by EIIA, by calling 1-866-943-5787.
2. Upon receipt of such information, either directly or as received through the Campus Conduct Hotline, the President, or his/her designee, shall consider the disclosure and take whatever action he or she determines to be appropriate under the law and circumstances of the disclosure.
3. In the case of disclosure of misconduct involving the President, the disclosure shall be directed to the Chairperson of the Ferrum College Board of Trustees. The Chairperson shall consider the disclosure and take whatever action he or she determines to be appropriate under the law and circumstances of the disclosure.
4. The disclosure recipient will be responsible for:
  - a. Ensuring all investigations are carried out in a fair and unbiased manner and
  - b. Ensuring that those making complaints and/or reporting compliance concerns are treated fairly, have their confidentiality protected to the extent the law allows, and experience no retaliation.

### ***Complaints of Retaliation as a Result of Disclosure***

1. If an employee or applicant believes that he or she has been retaliated against in the form of adverse employment action for reporting possible misconduct under this policy, he or she may file a written complaint requesting an appropriate remedy.
2. For purposes of this policy, an “adverse employment action” shall be defined as actions including: termination of employment, demotion, suspension, being threatened or

harassed, or in any other manner penalized with respect to compensation, terms, conditions, or privileges of employment. This policy does not prohibit an employment action that would have been taken regardless of a disclosure of information.

### ***Process for Adjudication of Complaints Stemming from Disclosure***

1. An employee or applicant must file a complaint with the President, or the President's designee, within thirty (30) days from the effective date of the adverse employment action, or from the date on which the employee or applicant should reasonably have had knowledge of the adverse employment action. The employee or applicant may file a complaint by contacting the confidential Campus Conduct Hotline service, provided by EIIA, by calling 1-866-943-5787.
2. If filed directly with the President, or the President's designee, complaints shall be filed in writing and shall include:
  - a. Name and work address of the complainant;
  - b. Name and title of Ferrum College official(s) against whom the complaint is made;
  - c. The specific type(s) of adverse employment action(s) taken;
  - d. The specific date(s) on which the adverse employment action(s) was/were taken;
  - e. A clear and concise statement of the facts that form the basis of the complaint;
  - f. A clear and concise statement of the complainant's explanation of how his or her report of possible misconduct is related to the adverse employment action; and
  - g. A clear and concise statement of the remedy sought by the complainant.
3. Within thirty (30) calendar days of receipt of the complaint, whether directly or through the Campus Conduct Hotline, the President or the President's designee (or the Chairperson of the Ferrum College Board of Trustees in a case involving the President) shall consider the written complaint and engage the appropriate experts to conduct an investigation which, in their judgment, is consistent with the circumstances of the complaint and disclosure. The investigation shall be concluded no later than ninety (90) days after being engaged by the President. The President or the President's designee shall review and shall report to the complainant, either directly or through the Campus Conduct Hotline, if relevant, the conclusions of the investigation, absent overriding legal or public interest reasons. The identity of the complainant and the subject of the complaint shall be kept confidential to the extent possible within the legitimate needs of law and the investigation.
4. The determination shall be in writing and shall include the findings of fact, the conclusions of the investigation, and, if applicable, a specific and timely remedy consistent with the findings. A record of this determination shall be retained in the Office of the President or his/her designee. The decision of the President or Chairperson of the Ferrum College Board of Trustees shall be final.

### ***False Allegations of Wrongful Conduct***

Any employee who knowingly makes false allegations of alleged wrongful conduct shall be subject to disciplinary action, up to and including termination of employment, in accordance with college rules, policies, and procedures.

**This policy is not a contract, and it can be modified at any time, with or without notice. It does not provide greater or lesser rights than applicable law provides.**

## **Appendix C - Intellectual Property Rights**

Ferrum College is committed to providing an environment that supports the learning, teaching, and creative activity of its faculty, students, and staff. This Intellectual Property Rights Policy is intended to encourage excellence and innovation in teaching and in creative activities by identifying and protecting the rights of faculty, staff, students, and the College. The policy seeks to encourage the belief that creative works produced at Ferrum College should be used for the greatest possible benefit.

The policy governs the respective ownership rights of the College and its employees in material produced within the scope of employment. The policy protects the traditional rights of scholars with respect to the products of their intellectual endeavors. The College cedes ownership to the author(s) of scholarly and academic works, such as books, papers, and journal articles created by faculty who use only generally available College resources.

When College support makes the work possible, or when it provides extra or special support, either with funding, facilities, equipment, or employees for the development of ideas or the production of works, it is reasonable for the College to participate in the benefits of the work. Thus, the College asserts its right of ownership if substantial College resources (including sponsor-provided funds) are used in the creation of the work.

### ***Policy***

The College owns the rights to all works, inventions, developments, and discoveries (hereinafter referred to as "work" or "works") created through the effort of individuals who are compensated by the College or which involve the substantial use of college equipment, services, or resources. This includes any patentable invention, computer-related software, databases, web-based learning, and related materials. The College historically has not, nor does now, assert any claim or ownership interest in the following categories of scholarly or academic works: textbooks; class handouts or presentations; research articles, proposals, or monographs; student theses or dissertations; paintings; drawings; sculpture; photographs; musical or dramatic compositions and performances; poetry; and popular fiction and nonfiction. Ownership of these categories of traditional faculty endeavor is waived by the College in favor of the faculty member, and these categories are exempt from the provisions of this policy.

The use of College resources is substantial when it entails the dedicated use of College equipment, facilities, personnel, or funding, or resources not ordinarily used by or available to all, or virtually all, members of the faculty and/or staff. The use of a computer in a faculty or staff office, incidental supplies, and occasional use of College shared facilities would typically not be considered substantial use. In contrast, utilization of College laboratories or special instrumentation, dedicated assistance by College employees, special financial assistance, or extensive use of shared facilities would constitute substantial use.

Funds and facilities provided by governmental, commercial, or private organizations which are administered and controlled by the College shall be considered College resources for purposes of this policy. If a work results from research sponsored in whole or in part through governmental or other outside funding, the research agreement shall govern the disposition of intellectual property rights, but no research agreement shall be entered into without the review and approval of the Dean, in order that the College may protect its intellectual property rights to the greatest



extent possible. If the sponsor does not assert an ownership interest, ownership vests with the College, as provided in this policy.

Where a question arises as to whether a particular work involves compensated effort or substantial use of College resources, the matter shall be referred to an ad-hoc committee comprised of three members of FDAC, the Dean or designee, and the ACAO or designee. This committee will make the final decision regarding the ownership of the work.

If an individual creates a work that is potentially covered by this policy, he or she is expected to immediately notify his or her program chair, and the Dean, and provide them with sufficient detail to permit the College to evaluate the work and, if appropriate, take steps to protect the intellectual property rights. If the College decides not to exercise its ownership in a particular case, the ownership rights and responsibilities related to such rights for patenting, copyrighting, and licensing shall rest with the author(s). The College retains a nonexclusive, royalty-free right to use for non-commercial purposes works produced by its employees acting within the scope of employment, even if ownership *is* ceded to the author(s).

### ***Royalties***

The College endorses the legitimate expectation of the author(s) to share in the net revenues produced by licensing or other development of the work, but, given the College's substantial cost involved in supporting scholarship and research, the College is also entitled to a share in any such royalties.

Accordingly, for any work in which the College asserts ownership interest under this policy, the College and the author(s) will share the net royalties (revenues less recovery of all legal and other costs involved in protecting the intellectual property rights of the work, licensing costs, and other directly related administrative costs) in the following percentages:

<b>Net Royalties</b>	<b>Author(s)</b>	<b>Ferrum College</b>
\$0 - \$5,000	100%	0%
\$5,000-\$25,000	75%	25%
\$25,000-\$100,000	60%	40%
\$100,000+	50%	50%

Net royalties received by Ferrum College shall be restricted to support scholarly, research, or creative activity of faculty. If the work is a joint creation, the authors will divide their share equally, unless they provide the College with an alternative royalty distribution agreed upon by them.

If a work is a compilation involving the College's intellectual property, the faculty member shall retain all ownership interests in his or her creation, but by allowing his or her work to become part of the compilation thereby grants a non-exclusive royalty-free license to the College for use of his or her contribution. While the College shall own rights to the compilation, it shall own no rights to the underlying work beyond said license. Notwithstanding the royalty-free license, the College will share the net proceeds from the compilation as described above.

Recognizing that this area is complex and rapidly evolving, Ferrum College remains open to the possibility of arriving at alternative agreements as the need may arise. This policy shall be reviewed within three years by FDAC, and the Executive Leadership Team, and the Executive Leadership Team will extend this policy or approve and amended one.

## **Appendix D - Employee Drug and Alcohol Policy**

### ***Introduction***

Ferrum College has a longstanding commitment to providing a safe, quality-oriented, and productive work environment, one that is consistent with the standards of the community in which the College operates. Alcohol and drug abuse pose a threat to the health and safety of Ferrum College employees and to the security of the campus, and elimination of drug and/or alcohol use and abuse in the workplace is of paramount importance.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace, and this policy continues to apply to all employees of Ferrum College and all applicants for employment with Ferrum College. The Office of Human Resources is responsible for policy administration.

### ***Employee Assistance and Drug-Free Awareness***

Illegal drug use and alcohol misuse have a number of adverse health and safety consequences. Information about those consequences and sources of help for drug/alcohol problems is available from the Office of Human Resources, members of which have been trained to make referrals and assist employees with drug/alcohol problems. Please know, however, that employees remain accountable for their behavior and conduct that includes discipline for violation of college policy. Ferrum College will assist and support employees who voluntarily seek help regarding substance use disorders. Such employees may be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers, and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment plans and to take and pass follow-up tests if requested.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and their ability to work safely, and they must promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions.

### ***Crimes Involving Drugs***

Ferrum College prohibits all employees, as well as those individuals performing work under contracts, from manufacturing, distributing, dispensing, possessing, or using an illegal drug, or having a detectable presence of drugs in their system on Ferrum College's premises or while conducting College business. Ferrum College employees are also prohibited from misusing legally prescribed drugs or over-the counter (OTC) medications. Law enforcement personnel shall be notified, as appropriate, where criminal activity is suspected.

Ferrum College does not desire to intrude into the private lives of its employees, but recognizes that employees' involvement with drugs and alcohol outside work may have an impact on the workplace. Therefore, Ferrum College reserves the right to take appropriate disciplinary action including, but not limited to termination for drug usage/sale/distribution occurring while off College premises. All employees who are convicted of, plead guilty to, or are sentenced for a crime involving an illegal drug are required to report the conviction, plea, and/or sentence to the Office of Human Resources within five (5) days. Failure to comply will result in automatic termination of employment. Cooperation in complying may result in suspension with or without

pay to allow the College’s administration to review the nature of the charges and the employee’s past record with Ferrum College.

### ***Definitions***

**“College Premises”** includes, but is not limited to, all buildings, offices, facilities, grounds, parking lots, lockers, places, and vehicles owned, leased, or managed by Ferrum College or on any site on which the College is conducting business.

**“Illegal Drug”** means a substance whose use or possession is controlled by federal law, but that is not being used or possessed under the supervision of a licensed healthcare professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

**“Refuse to Cooperate”** means to obstruct the collection or testing process; to submit an altered, adulterated, or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation, prior to submission to drug and alcohol testing, will also be considered to have refused to cooperate and will automatically be subject to discharge.

**“Under the Influence of Alcohol”** means an alcohol concentration equal to or greater than .04, or actions, appearance, speech, or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

**“Under the Influence of Drugs”** means a confirmed positive test result for illegal drug use, per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) where there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment [containers must include the patient’s name, the name of the prescription medication, the dosage, and the period of authorization].

### ***Work Rules***

1. Whenever employees are working, are operating any Ferrum College vehicle, are present on Ferrum College premises, or are conducting College-related work off-site, they are prohibited from:
  - a. Using, possessing, buying, selling, manufacturing, or dispensing an illegal drug (to include possession of drug paraphernalia);
  - b. Being under the influence of alcohol or an illegal drug, as defined in this policy;  
AND
  - c. Possessing or consuming alcohol except under the following conditions:
    - i. While attending an on-campus event for which the Executive Leadership Team has approved the serving of alcoholic beverages and has ensured the presence of qualified parties for monitoring the serving of such alcoholic beverages OR
    - ii. While attending off-campus College-related events where qualified third parties are responsible for monitoring the serving of alcoholic beverages.
2. While attending events as representatives of Ferrum College where alcoholic beverages are served, employees are strongly encouraged to exercise good judgment, including refraining from driving. Furthermore, Ferrum College does not accept responsibility for the actions of employees who are under the influence of alcohol.
3. The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee’s bodily system, while performing College business or while

- in a college facility, is prohibited and may result in disciplinary action, including and up to termination.
4. Ferrum College will also not allow any employee to perform his or her duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively those duties
  5. Smoking and/or vaping is not permitted while operating any College equipment.

### ***Required Testing***

#### **Pre-Employment**

All applicants may be required to pass a drug test before beginning work or receiving an offer of employment. Such requirement would typically be based upon prior conviction of illegal drug use or trafficking, as indicated in a background check, for jobs that are declared safety-sensitive by the College and/or for other reasons as determined to be relevant by the College. Refusal to submit to testing under such circumstances will result in disqualification of further employment consideration.

#### **Reasonable Suspicion**

Employees are subject to testing or discipline based upon (but not limited to) observations by the supervisor of apparent workplace use, possession, or impairment, or based upon information deemed credible. the Office of Human Resources or the appropriate Executive Leadership Team member should be consulted before sending an employee for testing. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of supervision/management must escort the employee. The same will make arrangements for the employee to be transported home.* Failure to pass a drug test may result in disciplinary action, including and up to termination.

#### **Post-Accident**

Employees may be subject to testing when they cause or contribute to accidents that damage a Ferrum College vehicle, machinery, equipment, or property and/or result in an injury to themselves or another employee requiring medical attention. A probable belief circumstance will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including, but not limited to, Ferrum College car, mini-van, shuttle, pickup truck, fork truck, aerial/man-lifts, golf cart) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place as soon as reasonably possible, preferably within one (1) hour following the accident, absent unavoidable circumstances. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility.* If an employee is found to have been under the influence of a controlled substance or alcohol, employee may be immediately terminated.

#### **Follow-Up**

Employees who have tested positive, or otherwise violated this policy, are subject to discipline, up to and including discharge. Depending upon the circumstances and the employee's work history/record, Ferrum College may offer an employee who violates this policy, or tests positive, the opportunity to return to work on a "last chance" basis, pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by Ferrum College as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete their rehabilitation program, or tests positive after completing the rehabilitation program, the employee will be subject to immediate discharge from employment.

## **Collection and Testing Procedures**

Employees subject to alcohol and/or drug testing shall be driven to a Ferrum College-designated medical facility for testing as deemed appropriate. Applicants subject to drug testing shall likewise report to a Ferrum College-designated medical facility. It is the obligations of applicants and employees to execute any necessary forms, to cooperate with the testing personnel, and to provide specimens as requested.

## **Consequences**

Applicants who refuse to cooperate in a drug test, or who test positive, will not be hired, and will not be allowed to re-apply/re-test in the future. (Refusing to cooperate is considered the same as testing positive.)

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense an illegal drug in violation of this policy will be terminated.

## **If employees refuse to be tested, yet the College believes they are impaired, under no circumstances will these employees be allowed to drive themselves home.**

The first time an employee tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including termination.

Employees will be paid for time spent in alcohol/drug testing and then may be placed on paid or unpaid administrative leave pending the results of the drug/alcohol test. After the results of the test are received, a date/time will be scheduled to discuss the results of the test; this meeting will include a member of management/supervision and the Office of Human Resources. Should the results prove to be negative, the employee will receive back pay for the times/days of any unpaid suspension.

## **Confidentiality**

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed to managers and supervisors on a need-to-know basis and may also be disclosed where relevant to a grievance, charge, claim, or other legal proceeding.

## **Inspections**

Ferrum College reserves the right to inspect all portions of its premises for drugs, alcohol, or other contraband. All employees, contract employees, and visitors may be asked to cooperate in inspections of their persons, work areas, and property that might conceal a drug, alcohol, or other contraband. Employees who possess such contraband, or refuse to cooperate in such inspections, are subject to appropriate discipline, up to and including termination and removal from College property.

## ***Ferrum College Policy on Marijuana Use, Possession, Distribution, and Cultivation***

### **Policy Statement**

Ferrum College is committed to maintaining a safe, healthy, and productive environment for all members of its community. The use, possession, distribution, and cultivation of marijuana, whether recreational or medicinal, is strictly prohibited on all college property and at any college-sponsored events, regardless of state laws that may permit marijuana use. The federal government

still considers marijuana to be an illicit drug. The College must abide by federal laws, including the Drug-Free Workplace Act and the Drug-Free Schools and Communities Act. Failure to comply, the College could lose its eligibility for federal funding, including student financial aid programs.

### **Scope of Policy**

This policy applies to all students, faculty, staff, contractors, visitors, and any other individuals on Ferrum College property or at College-sponsored events.

### **Prohibited Conduct**

The following behaviors are strictly prohibited:

1. **Use of Marijuana:** The consumption of marijuana in any form, including but not limited to smoking, vaping, edibles, oils, and tinctures.
2. **Possession of Marijuana:** Having marijuana on one's person, in personal belongings, vehicles, or within college facilities.
3. **Distribution of Marijuana:** Selling, giving, or providing marijuana to others, whether for free or for compensation.
4. **Cultivation of Marijuana:** Growing or attempting to grow marijuana plants on College property or at college-sponsored events.

### **Sanctions**

Violations of this policy will result in disciplinary actions, categorized into four tiers based on the severity of the offense and any prior violations. The sanctions are cumulative, meaning that repeat offenses will result in more severe penalties. In addition to the fines and suspension outlined below, other sanctions—such as mandatory counseling, educational programs, community service, or expulsion—may be imposed as deemed appropriate.

#### **1. Tier 1: \$50 Fine**

- a. First-time possession of a small amount of marijuana (under ounce).
- b. First-time use of marijuana on campus or at a College-sponsored event.
- c. Student athletes found in violation of Tier 1 will be suspended for 1 game.

#### **2. Tier 2: \$100 Fine**

- a. Second-time possession of a small amount of marijuana.
- b. Second-time use of marijuana on campus or at a College-sponsored event.
- c. First-time possession of a larger amount of marijuana (1 ounce or more).
- d. First-time distribution of marijuana without compensation.
- e. Student athletes found in violation of Tier 2 will be suspended for 2 games.

#### **3. Tier 3: \$150 Fine**

- a. Third-time possession of a small amount of marijuana.
- b. Third-time use of marijuana on campus or at a College-sponsored event.
- c. Second-time possession of a larger amount of marijuana.
- d. Second-time distribution of marijuana without compensation.
- e. First-time cultivation of marijuana plants.
- f. Student athletes found in violation of Tier 3 will be suspended for the remainder of the active season.

#### **4. Tier 4: Removal/Suspension/Expulsion from Campus**

- a. Fourth-time possession or use of marijuana.
- b. Third-time possession of a larger amount of marijuana.

- c. Third-time distribution of marijuana.
- d. Second-time cultivation of marijuana plants.
- e. Any distribution of marijuana for compensation.
- f. Any use, possession, distribution, or cultivation of marijuana that poses a threat to the health, safety, or well-being of the campus community.

### **Reporting and Enforcement**

Violations of this policy should be reported to Campus Police, Student Affairs, or Campus Compliance. All reports will be investigated, and appropriate sanctions will be imposed in accordance with the procedures outlined in the Student Code of Conduct or Employee Handbook.

### **Appeals**

Individuals who wish to appeal a sanction must submit a written appeal within five (5) business days of receiving the sanction. Appeals will be reviewed by the Dean of Students for student cases or the Senior Director of the Office of Human Resources for employee cases. The decision made upon review will be final.

**This policy will be reviewed annually to ensure its effectiveness and compliance with any applicable laws. This policy does not supersede any applicable State, Federal, or Local laws.**



## **Appendix E – Tuition Benefits Policy**

Tuition benefits are available to an eligible Ferrum College employee through which all or part of the cost of tuition and some eligible fees may be waived for the employee, their spouse and/or eligible dependent(s). This benefit enables the employee to personally realize the beneficial impact of higher education in their life and hopefully gives that employee greater incentive to provide Ferrum College students with a positive, high-quality educational experience.

Ferrum College provides Tuition Benefits through the following programs:

### **Tuition Remission**

This program allows waiver of all tuition and certain other fees for classes taken at Ferrum College for the employee, her or his spouse and/or eligible dependent(s), as defined below. Classes may be taken as part of an undergraduate degree plan, but such a plan is not a requirement for use of this benefit. Ferrum College currently permits one individual per employee to receive Tuition Remission.

### **Tuition Exchange**

This program allows attendance by an employee's dependent(s), as defined below, at specific private colleges and universities nationwide at no or a significantly reduced level of tuition. The recipient of Tuition Exchange must be enrolled full-time and be seeking an undergraduate degree. The employee and her/his spouse are not eligible for Tuition Exchange. Ferrum College currently permits one individual per employee to receive a Tuition Exchange.

Ferrum College participates in two undergraduate Tuition Exchange programs. They are Tuition Exchange, Inc. (TE) and the Council of Independent Colleges Tuition Exchange Program (CIC-TEP). Because some institutions have limited numbers of Tuition Exchange slots, acceptance for admission to an institution does not guarantee acceptance into an institution's Tuition Exchange program.

A Ferrum College student who is the dependent of an employee working at a participating institution (not Ferrum College) is classified as an import to Ferrum College for Tuition Exchange purposes. His/her Tuition Exchange benefit will be administered according to Ferrum College's Tuition Remission Policy.

A Ferrum College employee's dependent who is attending another institution (not Ferrum College) is classified as an export from Ferrum College for Tuition Exchange purposes and is subject to Ferrum College's Tuition Remission policy and to the host school's policies regarding Tuition Exchange.

## **Tuition Remission**

### ***Eligibility***

Employees receiving the tuition benefits for themselves must have a minimum of one (1) semester of service at the College before applying for the benefit. Employees receiving the tuition benefits for a spouse or dependent must have a minimum of one (1) consecutive year of service at the College before applying for the benefit.

A full-time Ferrum College employee, a Ferrum College retiree, or a former Ferrum College employee who became disabled while employed (“employee”) is eligible for Tuition Remission for himself or herself, spouse, and/or eligible dependent(s) as defined below (“dependent”), and/or for **Tuition Exchange** for the employee’s eligible dependent(s). For the purpose of this policy, “student” may refer to the employee, spouse, eligible dependent, or Tuition Exchange import student.

Tuition Remission or Tuition Exchange is contingent upon the employee, spouse or dependent having met all admissions requirements and having been accepted for attendance at Ferrum College or, for dependents under Tuition Exchange, the importing institution.

Should the employee utilizing the tuition benefit leave College employment mid-semester, the student will be permitted to complete that semester. However, the student’s financial aid will be reviewed starting in the subsequent semester. For Tuition Remission, financial aid will be awarded based on Ferrum College’s financial aid awarding policies at that time. A dependent’s Tuition Exchange institution will administer its own financial aid policies in subsequent financial issues. Tuition Remission will not be available to the student in subsequent semesters.

The student is expected to meet standards for academic performance and personal conduct as outlined in the Ferrum College Student Handbook and the Ferrum College Catalog, or they will forfeit the Tuition benefit. Any student who is academically or judicially suspended during a semester will be considered to have received the benefit for credit hours assigned to that semester regardless of credits earned.

An employee who is receiving the Tuition benefit must work one (1) year after completion of their program, their dependent’s program, and/or spouse’s program. If the employee-owner of the benefit leaves Ferrum College before the work requirement is fulfilled, the Tuition Remission benefit must be repaid. Standard IRS Taxable Benefit Rules will apply. See the IRS Publication 15-B, "Educational Assistance" section (<https://www.irs.gov/pub/irs-pdf/p15b.pdf>) and consult your accountant.

Tuition Exchange and Tuition Remission are available to an employee’s eligible dependent under the age of 24. For purposes of this policy, an eligible dependent is defined as a/an:

1. Biological child as evidenced by a copy of the dependent’s birth certificate.
2. Adoptive child as evidenced by legal documentation verifying the adoption.
3. Step-child (while employee is married to dependent’s parent) as evidenced by a copy of the first page of the most recent year tax return showing that the student was claimed as a dependent. This will be reviewed annually.
4. Other dependent (those who are not the employee’s biological or adoptive child but for whom the employee has legal guardianship) as evidenced by appropriate court documentation.

For questions regarding which documentation is necessary, the Financial Aid Office should be contacted. An employee’s spouse is only eligible for Tuition Remission and not for Tuition Exchange.

### ***Employee Using the Tuition Remission Benefit***

The ability to take classes is dependent upon the requirements of the employee’s particular job and is at the discretion of the supervisor and the Executive Leadership Team member for the

area. If the supervisor determines that taking classes is interfering with an employee's work, the employee may be asked to withdraw from class without financial penalty.

The employee using the Tuition Remission benefit is limited to no more than two (2) courses per semester. If an employee is taking courses during the College's regular business hours, they must use annual leave for the time spent in class. Alternatively, under special circumstances and with the Supervisor's approval, the employee may arrange to work extended hours to make up for the time missed during the class period(s).

### ***Spouse or Eligible Dependent Using Tuition Remission and/or Tuition Exchange Benefits***

The spouse or dependent will be eligible for up to eight (8) semester units regardless of where the dependent is enrolled.

Once a bachelor's degree or graduate degree is conferred to an employee, the employee is no longer eligible for Tuition Remission, unless the course is necessary to the employee's job requirements and is approved by the supervisor.

Part-time attendance that accumulates to twelve (12) credit hours will be considered a semester unit for eligibility purposes. All semesters taken by the spouse or dependent, whether through Tuition Waiver or Tuition Exchange or a combination thereof, will count toward the maximum eight (8) semester units listed above.

Those dependents who receive Tuition Exchange benefits to attend a sister institution are not eligible for Tuition Remission benefits at Ferrum College.

### ***Application for Tuition Remission***

To apply for Tuition Remission the employee is required to complete and submit the "**Tuition Waiver - Employee Form**" to the Office of Human Resources **prior** to the employee registering for classes. The employee planning to enroll shall be required to complete the Free Application for Federal Student Aid (FAFSA) to assist in determining federal grant eligibility. The Office of Financial Aid has the authority to request any additional documentation necessary to verify financial aid eligibility. The Office of Financial Aid has the authority to deny the request for Tuition Remission if the FAFSA has not been completed or if any requested additional documentation is not provided.

To apply for Tuition Remission for a spouse or dependent, the employee is required to complete the FAFSA and the "**Tuition Waiver - Dependent Form**" and attach required documentation then submit to the Office of Human Resources annually prior to the dependent registering for classes. The dependent planning to enroll shall be required to complete the Free Application for Federal Student Aid (FAFSA) to assist in determining federal grant eligibility. The Office of Financial Aid has the authority to request any additional documentation necessary to verify financial aid eligibility. The Office of Financial Aid has the authority to deny the request for Tuition Remission if the FAFSA has not been completed or if any requested additional documentation is not provided.

A full-time student who fails to submit the FAFSA before **May 1** for fall enrollment or **October 31** for spring enrollment may forfeit the Tuition Remission benefit. Contact the Office of Financial Aid for additional information regarding these applications.

All dependent students are required to pay all fees to indicate their intent to enroll.

Tuition Remission and Tuition Exchange forms and information are available in the Office of Human Resources or online on Panther Xperience. The FAFSA can be accessed online at [www.fafsa.gov](http://www.fafsa.gov). The student and at least one parent (if dependent) will need a FSA ID to electronically sign the FAFSA online. Parents and students may apply online at <https://fsaid.ed.gov/npas/index.htm> for a FSA ID.

All applications and other required documents **MUST** be submitted by **May 1** for the upcoming fall semester and by **October 31** for the following spring semester. Documents include:

1. Tuition Waiver or Tuition Exchange application.
2. Free Application for Federal Student Aid (FAFSA).
3. Virginia Tuition Assistance Grant (VTAG) application.
4. Other financial aid documents as requested by the Financial Aid Office.

**Note:** Tuition Exchange applications may be required earlier than May 1 by the importing institution.

Failure to submit required documents before the deadlines listed may result in denial of the Tuition Remission benefit for the relevant semester.

### ***Financial Information***

At Ferrum College, expenses covered by Tuition Remission include: tuition for classes/courses offered by Ferrum College, and internship (only those approved and required for the students' degree completion).

Expenses **not** covered by Tuition Remission include but are not limited to: student activity fees, housing and meals, miscellaneous fees, technology fee, health fee, nursing fees, field placement, student teaching, independent study, experiential learning travel and fees, Non-Ferrum Academic courses and external consortium fees, lab fees, art fees, overload fees, audit fees, internships not required for the student's degree completion, private music lessons, online degree programs, credit by exam or any fees not specifically referenced as "covered" above.

All fees are owed and due prior to the beginning of each semester. Students shall be responsible for all fees associated with all programs at Ferrum College. Failure to pay outstanding student account balances may result in loss of benefit and possible placement with a collection agency.

Depending upon availability, Ferrum College reserves the right to limit access to on-campus housing for students receiving Tuition Remission and living within a 25-mile radius of campus. This could include cancellation of previously assigned housing. All decisions will be finalized four weeks prior to the start of classes.

### ***Tuition Assistance Grant (TAG)***

All students who are a resident of Virginia are required to apply for the Virginia Tuition Assistant Grant (VTAG) before **May 1** of the year they intend to enroll. If the application is not received by the Financial Aid Office before the deadline, the student will be responsible for payment of the loss of the grant. Tuition Remission will not cover the loss of the VTAG funds. Students who enroll after the **May 1** deadline will be required to pay the amount of the VTAG and the Tuition Remission benefit will be adjusted accordingly.

### ***External Financial Aid Awards***

Students who receive external scholarships are permitted to use these scholarships received to assist in paying costs associated with room, board, books, travel, and personal expenses, up to the cost of attendance. External scholarships that are designated for tuition and fees only will be used to reduce the Tuition Remission benefit at 100%.

Any federal grant funds and/or additional state grant funds the student may receive will reduce Tuition Remission benefit.

### ***Institutional Financial Aid Awards***

The Tuition Remission benefit will replace any merit or need-based financial aid grants and/or scholarships received. Institutional grants and scholarships not based on merit or need will reduce Tuition Remission benefit.

### ***Veteran's Benefits***

Employee or dependents who will receive any Federal Veteran's benefits must use those funds before being able to utilize Tuition Remission benefits. If Veteran's benefits do not cover the full tuition and fees for an employee or dependent, any federal aid and/or VTAG grant shall be used. Remission benefits may be used to offset the remaining costs.

### ***Additional Aid Options***

The dependent may qualify for student loan programs upon successful completion of the Free Application for Federal Student Aid (FAFSA) and enrolling in 6 credits or more in the term the funds will be used.

### ***Dual Enrollment***

High school and homeschooled students in Franklin County and the surrounding counties of Henry, Floyd, Bedford, Roanoke, Patrick and Pittsylvania may take one course per semester (for a maximum of four semesters) on campus tuition-free. Enrollment in courses is contingent on availability after enrollment of full-time Ferrum College students.

### ***Study Abroad***

Tuition Remission does not cover costs associated with Study Abroad. Students interested in Study Abroad opportunities should contact the Financial Aid Office for other financial aid assistance available to assist with these costs.

### ***Ferrum Online***

Ferrum College online courses are covered at 60% for faculty and staff dependents. The employee or dependent will be responsible for the remaining cost including all fees of the Ferrum College online course after the 60% is administered. Course minimum enrollment requirements must have been met with non-Tuition Remission students before Tuition Remission students will be permitted to enroll in such classes. Employees or their dependents wishing to take an Acadeum College Consortium class not offered by Ferrum College will be expected to pay for those courses and adhere to all current policies governing College Consortium.

### ***Nursing***

Ferrum College Nursing ***BSN (pre-licensure)*** program will be covered for employees or dependents for a maximum of **two** (2) students per academic year. Should a student leave the

program, that slot will not be replaced. This benefit applies only to tuition and not to other fees. Students shall be responsible for all fees associated with the nursing program and Ferrum College. Course minimum enrollment requirements must have been met with non-Tuition Remission students before Tuition Remission students will be permitted to enroll in such classes.

### ***Graduate Programs***

Ferrum College graduate programs will be covered at 60% for employees or dependents for a maximum of **two** (2) students per program per academic year. Should a student leave the program, that slot will not be replaced. The employee will be responsible for the remaining cost of the Ferrum College graduate program after the 60% is administered. This 60% applies only to tuition and not to other fees. Students shall be responsible for all fees associated with all graduate programs at Ferrum College. Course minimum enrollment requirements must have been met with non-Tuition Remission students before Tuition Remission students will be permitted to enroll in such classes.

### ***Withdrawals***

#### **Employee Dependents and Tuition Exchange Recipients**

If the student withdraws from or is otherwise removed from classes during a semester, those credit hours will be counted toward the eight (8) semester limit.

A student who withdraws during a semester will be subject to Ferrum College's refund and withdrawal policy (available online at [www.ferrum.edu/financialaid](http://www.ferrum.edu/financialaid)).

A student who withdraws from courses that have specific fees (i.e. art fees, lab fees) is responsible for 100% of the charged fees. Employees who withdraw after the add period may be subject to the withdrawal policy online at <https://www.ferrum.edu/directory/departments/financial-aid/>.

### ***Appeals***

An employee may appeal the guidelines set forth in this policy for the following reasons:

- Number of dependents
- Number of semesters
- Waiting period
- Work requirement
- Deadlines
- On-campus housing restrictions

The employee must submit a tuition benefit appeal form at the same time the tuition benefit forms each year including any relevant documentation.

All requests should be submitted to [humanresources@ferrum.edu](mailto:humanresources@ferrum.edu). The Office of Human Resources will review all appeals and confer with the ACAO. The Office of Human Resources will provide their recommendation to the President of the College who will make the final decision. **The deadlines for appeals are May 1 for fall semester and October 31 for spring semester of each year.** A decision will be rendered within ten (10) business days.

**Note:** The Virginia Tuition Assistance Grant (VTAG) is limited to eight (8) semesters, the dependent approved for additional semesters of coursework beyond the eighth semester will be responsible for payment of the amount equivalent to the VTAG.

## **Tuition Exchange, Inc.**

Ferrum College belongs to Tuition Exchange, Inc. (TEI), a national organization that administers multilateral tuition remission scholarships for employees of member colleges and universities. The TEI program is offered to the dependent of a Ferrum College employee.

Tuition Exchange, Inc. scholarships are not guaranteed to applicants. The member institution applies its own admissions standards and is free to choose among applicants. The dependent is expected to meet standards for academic performance and personal conduct.

A TEI scholarship is awarded generally for eight (8) semester units to cover four-year undergraduate scholarships if the dependent enrolls as a freshman. The host college determines the value of the TE scholarship awarded. Tuition Exchange usually covers tuition charges but not room, board, course overloads, and other fees. At some member institutions, the amount of federal, state, and other grants that may or may not be based on financial need reduce TEI scholarships. Each member institution determines if TEI scholarships may be used for graduate programs, summer school, or study abroad programs.

Full details about Tuition Exchange, Inc. and a list of participating institutions are available in the Office of Human Resources, on Ferrum College's Panther Portal or at [www.tuitionexchange.org](http://www.tuitionexchange.org).

### ***The Council of Independent Colleges Tuition Exchange Program***

The CIC Tuition Exchange Program (CIC-TEP) addresses two needs. It encourages dependents of employees of private colleges and universities to attend similar institutions and it assists these families in meeting the partial cost of college attendance.

The program consists of a network of CIC colleges and universities willing to accept – tuition free – dependents from full-time employee families of other CIC institutions. Each participating institution in the network agrees to accept a limited number of students from other colleges on the same admission basis as they accept all other students. Students are responsible for all non-tuition charges, including but not limited to board, room, and fees, at the institution in which they enroll.

The following guidelines apply to all students in the CIC-TEP program.

- The host institution determines whether student applicants are admissible, in accordance with regular institutional admission standards and in compliance with all host institution financial aid policies and procedures.
- The host institution's commitment to each student is limited to full tuition remission. (Institutions may not grant a partial tuition write-off.) Host institutions may use other tuition-specific student financial aid to offset some of this remission.
- Students are eligible for CIC-TEP benefits for a total of eight semesters (consecutive or nonconsecutive). Host institutions are under no obligation to extend the benefit beyond eight semesters.
- Host institutions will determine whether CIC-TEP benefits may be used for part-time, graduate, and/or international study.
- The admissions office of the host institution is responsible for informing the student of her or his acceptance to attend the institution.

- The Liaison Officer of the host institution is responsible for informing the student of her/his acceptance into CIC-TEP.
- The host institution determines whether enrolled students are maintaining good academic standing and satisfactory academic progress.

Full details about the CIC Tuition Exchange Program and a list of participating institutions are available in the Office of Human Resources, on Ferrum College's Panther Portal or at [www.cic.edu](http://www.cic.edu).

To apply for Tuition Exchange for a dependent, the employee is required to complete and submit the "Tuition Exchange Request Form" to the Office of Human Resources. Deadlines for submission are specific to the admitting importing institution. It is the dependent's responsibility to determine and adhere to such deadlines.

Tuition Exchange forms and information are available in the Human Resource Office or online on Panther Xperience. The FAFSA can be accessed online at [www.fafsa.gov](http://www.fafsa.gov). The student and at least one parent (if dependent) will need a FSA ID to electronically sign the FAFSA online. Parents and students may apply online at <https://fsaid.ed.gov/npas/index.htm> for a FSA ID.

All applications and other required documents **MUST** be submitted by **May 1** for the upcoming fall semester and by **October 30** for the following spring semester. Documents include:

1. Tuition Exchange application.
2. Free Application for Federal Student Aid (FAFSA).
3. Virginia Tuition Assistance Grant (VTAG) application (for in-state institutions).
4. Other financial aid documents as requested by the Financial Aid Office.

**Note:** Tuition Exchange applications may be required earlier than May 30 by the importing institution.

Failure to submit required documents before the deadlines listed shall result in denial of the Tuition Exchange benefit for the relevant semester.

### ***Financial Information***

Fees covered by Tuition Exchange are determined and administered by the host institution's tuition remission policy. The Tuition Exchange import student's fees will be administered according to the Ferrum College Tuition Remission policy in effect at that time. Expenses covered by Tuition Exchange include: **tuition only**.

The Ferrum College Liaison Officer for both Tuition Exchange programs is the Senior Director of the Office of Human Resources, who may be reached at 540-365-4245.



## Appendix F - Remote/Hybrid Work Policy

Remote work may be a viable, flexible work option when both the employee and the job are suited to such an arrangement. It is important to note that working remotely is not an entitlement, nor is it an assumed benefit in every area of the College. Working remotely in no way changes the terms and conditions of employment with Ferrum College.

Remote work can be: (1) an informal arrangement, such as working from home on a short-term project, during inclement weather, to accommodate a leave for medical reasons, or traveling on behalf of the College, or (2) a formal arrangement, with a set schedule of working away from campus on a regular or recurring basis. In all cases, the needs of the College are paramount. Any employee working remotely must continue to be available for interaction with students, constituents, and/or coworkers, as required by his or her position.

Before entering into any formal remote work arrangement, the employee, his or her supervisor and the responsible member of the Executive Leadership Team, with the assistance of the Office of Human Resources, will evaluate the suitability of such an arrangement, including reviewing the following areas:

- Employee suitability. The employee and the supervisor will assess the needs of the department and the work habits/work style of the employee to determine if a productive arrangement is possible.
- Job responsibilities. The employee and the supervisor will discuss the various responsibilities of the job and determine which of these can be fulfilled through a remote work arrangement.
- Equipment needs, workspace design considerations, and scheduling issues. The employee and the supervisor will review the physical workspace needs that may be required, as well as the expected location for the work to be performed.
- Tax and other legal implications. The employee must determine whether any tax or legal implications exist (under IRS, Virginia, or any local government laws) that would restrict (or preclude) work performed for the College out of a home-based office. Meeting any and all obligations in this area rests solely with the employee.

If both the employee and the supervisor agree, and HR concurs, a remote work agreement will be prepared, and presented to the member of the Leadership Team ultimately responsible for the employee. The ELT member will review the agreement and present it to the President. If the ELT member and the President agree, the document shall be executed by all parties. The document shall be periodically re-evaluated at least once a year. The appropriate member of Executive Leadership Team and the president shall have final approval over their areas or responsibility.

Supervisors are responsible for monitoring productivity and work performance during days of remote work, whether under an informal arrangement or a formal one. Such monitoring may include: (1) daily interaction by phone, texts, and email; (2) teleconferencing (through Google Meet, Microsoft Teams or a similar remote platform) to discuss work progress, answer questions, participate in meetings, and set deadlines; and (3) completion of a task log to account for time spent on specific work assignments.

Employees working remotely who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) will be required to accurately record all hours worked using the Self-Service Time Entry time-keeping system. Hours worked in excess of those scheduled per day and per week require approval *in advance* by the supervisor, and failure to meet this requirement may result in the termination of the remote work arrangement.

# Appendix G - Title IX Sexual Harassment Policy

(Reviewed Summer 2024)

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## Notice of Nondiscrimination

Ferrum College does not discriminate on the basis of sex in its education programs and activities. As a general proposition, Ferrum College does not discriminate on the basis of any class protected by law including, but not limited to, sex, sexual orientation, sexual expression, gender identity, or national origin. Please see other College policies that also address the College’s commitment to nondiscrimination, especially as to all other classes protected by law.

### Overview of Policy

Sexual Harassment constitutes sexual discrimination prohibited by Title IX. Inquiries concerning the application of Title IX may be referred to Ferrum College’s Title IX Coordinator or to the U. S. Department of Education’s Office for Civil Rights ([www.2.ed.gov](http://www.2.ed.gov)).

Ferrum College does not tolerate sexual misconduct, including sexual harassment. Such conduct is harmful to the well-being of our community members, our learning and working environments, and the collegial relationships among students, faculty, and staff that characterize the culture of our community. All forms of prohibited conduct under this policy are regarded as serious offenses, and violations may result in discipline, including the possibility of separation from the College. State and federal laws also address conduct that may meet the College’s definitions of prohibited conduct, and criminal prosecution may take place independently of any disciplinary action instituted by Ferrum College.

This Title IX Sexual Harassment policy is based on definitions set forth in regulations promulgated by the U.S. Department of Education under Title IX of the Education Amendments Act of 1972, and this policy limits the scope of Title IX Sexual Harassment to, among other things, conduct that occurs within the United States and conduct that occurs within the College’s education program or activity (a concept further defined and discussed below).

In order to address incidents of sexual misconduct that do not fall within the definition of Title IX Sexual Harassment, Ferrum College has two policies that address sexual misconduct: (1) this policy and (2) the Sexual Misconduct policy. These policies are interrelated and must be read together. If the allegations forming the basis of a report (defined below), if substantiated, would constitute prohibited conduct under both policies, then the grievance process set forth in this Title IX Sexual Harassment Policy will be applied in the investigation and adjudication of all of the allegations.

The Sexual Misconduct policy applies only to certain reported conduct, as defined under that policy. Specifically, the Sexual Misconduct policy applies to forms of sexual misconduct that do not fall under the scope of the Title IX Sexual Harassment policy, including Sexual Exploitation, Improper Conduct related to Sex, and Non-Title IX Sexual Harassment. The Sexual Misconduct policy also applies to certain contact that would otherwise be prohibited under the Title IX Sexual Harassment policy (e.g., Sexual Assault, Domestic Violence, Dating Violence, and Stalking under the Title IX Sexual Harassment policy), but which must be dismissed under the Title IX Sexual Harassment policy because they do not meet the jurisdictional requirements.

Ferrum College will respond to reports or formal complaints (defined below) of conduct prohibited under this Title IX Sexual Harassment policy with measures designed to stop the prohibited conduct, prevent its recurrence, and remediate any adverse effects of such conduct on campus or in College-related programs or activities. If a reported act does not fall within the scope of this Policy, Ferrum College will assess the underlying conduct to determine if another policy is applicable (e.g., Sexual Misconduct Policy), and will otherwise provide supportive measures.

The College will not deprive an individual of rights guaranteed under federal and state law (or federal and state anti-discrimination provisions; or federal and state law prohibiting discrimination on the basis of sex) when responding to any claim of Title IX Sexual Harassment.

### **The Title IX Coordinator**

The Title IX Coordinator will be informed of all reports or formal complaints of violations of this policy, and oversees the College's centralized response to ensure compliance with Title IX and the Clery Act, the 2013 Amendments to the Clery Act commonly known as the Violence Against Women Act (VAWA), and any subsequent revisions and updates as may be adopted from time to time. The Title IX Coordinator's responsibilities include (but are not limited to):

- Communicating with all members of the Ferrum College community regarding Title IX and VAWA, and providing information about how individuals may access their rights;
- Reviewing applicable College policies to ensure institutional compliance with Title IX and VAWA;
- Updating the College's administration of policies, including this policy and the Sexual Misconduct Policy and all related record keeping, timeframes, and other procedural requirements;
- Conducting training regarding Title IX, VAWA, and prohibited conduct defined in this policy and related policies; and
- Responding to any report or formal complaint regarding conduct that violates this policy. For any report of which the College has actual knowledge (and any formal complaint), the Title IX Coordinator shall oversee and implement the explanation and provision of any supportive measures. For any formal complaint, the Title IX Coordinator oversees the investigation and resolution of such alleged misconduct, directs the provision of any additional supportive measures, and monitors the administration of any related appeal.

The Title IX Coordinator may delegate certain responsibilities under this policy to designated administrators, who will be appropriately trained.

The Title IX Coordinator's contact information is as follows:

**Todd S. Hill**  
Title IX Coordinator  
Ferrum College - Roberts Hall, Rm 15  
Box 1000  
Ferrum, VA 24088  
O: 540.365.4287  
C: 540-420-1976  
[tshill@ferrum.edu](mailto:tshill@ferrum.edu)

Ferrum College provides the contact information of the Title IX Coordinator to students, faculty, staff, applicants for admission, applicants for employment, and the public (via the website). Inquiries or complaints involving potential Title IX policies or violations also may be directed to the U.S. Department of Education, Office of Civil Rights (OCR@ed.gov; 800-421-3481).

## Terminology

The following definitions clarify key terminology as used in this policy.

- **Complainant** refers to an individual who is alleged to be the victim of conduct that could constitute Title IX Sexual Harassment under this policy.
- **Formal complaint** refers to a document filed by a complainant or signed by the Title IX Coordinator that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the individual filing the formal complaint) alleging Title IX Sexual Harassment against a respondent and requesting that the College investigate the allegation of Title IX Sexual Harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of Ferrum College; a formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information provided in this policy, and by any additional method identified in this policy; the phrase “document filed by a complainant” means a document or electronic submission (such as by e-mail or through an online portal provided for this purpose by the College) that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.
- **Formal complaint** may also refer to a document signed by the Title IX Coordinator alleging Title IX Sexual Harassment against a respondent. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party.
- **Official with Authority** refers to administrators in the Office of Student Life & Engagement, who have authority to institute corrective measures on behalf of the College.
- **Party or parties** refer to the complainant(s) and the respondent(s).
- **Report** refers to information brought to the attention of an Official with Authority alleging conduct prohibited under this policy; a report is not considered to be a formal complaint. A party may bring a report and then subsequently file a formal complaint if the reported conduct falls within this policy.
- **Respondent** refers to an individual(s) who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- **Third party** refers to any individual who is not a Ferrum College student, a faculty member, or a staff member (e.g., vendors, alumni/ae, or local residents).

- **Witness** refers to any individual who shares information relating to an allegation of prohibited conduct under this policy.

## Prohibited Conduct

This policy addresses Title IX Sexual Harassment, which encompasses all of the prohibited conduct described below that occurs on the basis of sex and meets all of the following requirements:

1. Occurs within the United States; and
2. Occurs within Ferrum College's education program or activity, meaning a) locations, events, or circumstances over which the College exercises substantial control over both the respondent and the context in which the Title IX Sexual Harassment occurs, and b) any building owned or controlled by a student organization that is officially recognized by the College; and
3. At the time of filing a formal complaint, a complainant is participating in or attempting to participate in the education program or activity at the College.

Allegations of sexual misconduct that do not fall under this policy because they do not constitute prohibited conduct as defined in this section may constitute violations of the Sexual Misconduct Policy.

In determining whether alleged conduct violates this policy, the College will consider the totality of the facts and circumstances involved in the incident, including the nature of the alleged conduct and the context in which it occurred. Any of the prohibited conduct defined in this policy can be committed by individuals of any gender, and it can occur between individuals of the same gender or different genders. It can occur between strangers or acquaintances, as well as people involved in intimate or sexual relationships.

The prohibited behaviors listed below are serious offenses and will result in College discipline. Prohibited conduct involving force, duress, or inducement of incapacitation, or where the perpetrator has deliberately taken advantage of another individual's state of incapacitation, will be deemed especially egregious and may result in expulsion or termination of employment. The respondent's consumption of alcohol or the use of illegal substances does not constitute a mitigating circumstance when it contributes to a violation under this policy.

Prohibited behaviors are:

- **Quid Pro Quo Sexual Harassment:** An employee of the College conditioning the provision of an aid, benefit, or service of the College on an individual's participation in unwelcome sexual conduct;
- **Title IX Sexual Harassment:** Unwelcome sexual conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the College's education program or activity;
- **Sexual Assault:** Any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault can occur between individuals of the same or different sexes and/or genders. This includes the following:
  - **Rape:** The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity;

- **Sodomy:** Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity;
- **Sexual Assault with an Object:** To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity;
- **Fondling:** The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity;
- **Incest:** Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law; or
- **Statutory Rape:** Sexual intercourse with a person who is under the statutory age of consent.
- **Domestic Violence:** A felony or misdemeanor crime of violence committed: (a) by a current or former spouse or intimate partner<sup>1</sup> of the victim; (b) by an individual with whom the victim shares a child in common; (c) by an individual who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner; (d) by an individual similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the felony or misdemeanor crime of violence occurred; (e) by any other individual against an adult or youth victim who is protected from that individual's acts under the domestic or family violence laws of the jurisdiction in which the felony or misdemeanor crime of violence occurred.<sup>2</sup>
- **Dating Violence:** Violence committed by an individual who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting individual's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the individuals involved in the relationship. This includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.
- **Stalking:** Engaging in a course of conduct directed at a specific individual that would cause a reasonable person to: (a) fear for the individual's safety or the safety of others; or (b) suffer substantial emotional distress. For the purposes of the Stalking definition:

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<sup>1</sup> For purposes of this policy, an intimate partner is defined as an individual with whom one has or had a short- or long-term relationship that provides romantic and/or physical intimacy or emotional dependence. Intimate relationships can occur between individuals of the same gender or different genders and may include (but are not limited to) marriages, civil unions, dating relationships, "hook-up" relationships, relationships in which partners are characterized as "girlfriends" or "boyfriends," and relationships between individuals with a child in common.

<sup>2</sup> In Virginia, the protections of the domestic and family violence laws extend to (i) the accused's spouse or former spouse, parents, stepparents, children, stepchildren, brothers, sisters, half-brothers, half-sisters, grandparents, and grandchildren, regardless of whether those persons reside in the same home as the accused; (ii) parents- and siblings-in-law of the accused who reside in the same home with the accused; (iii) any individual who has a child in common with the accused, whether or not the accused and such person have been married or have resided together at any time; or (iv) any individual who cohabits with or who, within the previous 12 months, cohabited with the accused, and any children of either of them residing in the same home with the accused. See Va. Code. §§ 18.2-57.2, 16.1-228.



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

- **Retaliation under this policy:** No individual may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by this policy or because an individual has made a report or formal complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.

Complaints alleging retaliation under this Title IX Sexual Harassment policy, including for the exercise of rights under this policy, must be filed in accordance with this policy and will be addressed promptly and equitably. Where the individual allegedly retaliating is not affiliated with the College and not otherwise subject to its policies, the College will process the complaint and take appropriate measures.

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

## **Consent and Incapacitation**

For purposes of this policy, consent is defined as follows:

- **Consent** is a voluntary, informed, un-coerced agreement through words or actions freely given, which could be reasonably interpreted as a willingness to participate in mutually agreed-upon sexual acts. Consensual sexual activity happens when each partner willingly and affirmatively chooses to participate.

Indications that consent is not present include: when physical force is used or there is a reasonable belief of the threat of physical force; when duress is present; when one individual overcomes the physical limitations of another individual; and when an individual is incapable of making an intentional decision to participate in a sexual act, which could include instances in which the individual is in a state of incapacitation.

Important points regarding consent include:

- Consent to one act does not constitute consent to another act.
- Consent on a prior occasion does not constitute consent on a subsequent occasion.
- The existence of a prior or current relationship does not, in itself, constitute consent.
- Consent can be withdrawn or modified at any time.
- Consent is not implicit in an individual's manner of dress.
- Accepting a meal, a gift, or an invitation for a date does not imply or constitute consent.
- Silence, passivity, or lack of resistance does not necessarily constitute consent.
- Initiation by someone who a reasonable person knows or should have known to be deemed incapacitated is not consent.

- Consent cannot be obtained under fraudulent circumstances.

Consent may never be given by:

- Minors, even if the other participant did not know the minor's age.
- Mentally disabled persons, if their disability was reasonably knowable to a sexual partner who is not mentally disabled.
- Persons who are incapacitated, unconscious, asleep or otherwise physically helpless or mentally or physically unable to make informed, rational judgments. The use of alcohol or drugs does not diminish one's responsibility to obtain consent.

*Note:* Intoxication does not bar consent, but may be considered as a factor.

If at any time during a sexual act, any confusion or ambiguity is or should reasonably be apparent on the issue of consent, it is incumbent upon each individual involved in the activity to stop and clarify the other's willingness to continue and capacity to consent. Neither party should make assumptions about the other's willingness to continue.

For purposes of this policy, incapacitation is defined as follows:

- **Incapacitation** (or incapacity) is the state in which an individual's perception or judgment is so impaired that the individual lacks the cognitive capacity to make or act on conscious decisions.

The use of drugs or alcohol can cause incapacitation. An individual who is incapacitated is unable to consent to a sexual activity. Engaging in sexual activity with an individual who is incapacitated (and therefore unable to consent), where an individual knows or ought reasonably to have understood that the individual is incapacitated, constitutes Title IX Sexual Harassment as defined by this policy.

### **Assessment and Dismissal of Formal Complaint**

Upon receipt of a report, the Title IX Coordinator will respond to any immediate health or safety concerns raised. The Title IX Coordinator will then conduct an initial assessment for the sole purpose of determining whether the alleged conduct, if substantiated, would constitute prohibited conduct under this policy and thus serve the basis for a formal complaint, or whether the report should be addressed pursuant to a different College policy (e.g., Sexual Misconduct Policy). The College will seek to complete this initial assessment within ten (10) business days of receipt of the report. Following the initial assessment, the Title IX Coordinator may take any of the following actions:

- If the allegations forming the basis of the formal complaint would, if substantiated, constitute prohibited conduct as defined in this policy, the Title IX Coordinator shall implement appropriate supportive measures. In addition, the Title IX Coordinator shall initiate an investigation of the allegations under this policy pursuant to a formal complaint. However, if the Title IX Coordinator deems the formal complaint appropriate for the informal resolution process, upon the consent of both parties, the Title IX Coordinator may instead refer the matter to the informal resolution process.
- If the allegations forming the basis of the complaint would not, if substantiated, constitute prohibited conduct as defined in this policy and thereby not meet the requisite standard for a formal complaint, the Title IX Coordinator shall dismiss the complaint

from the Title IX grievance process (and either party may appeal this dismissal, as discussed below). However, if appropriate, the Title IX Coordinator may refer the matter to the Sexual Misconduct process or to another office for review under other potentially relevant College policies designed to address the underlying conduct described in the complaint.

In addition, at any time prior to the hearing, the College may dismiss a formal complaint if:

- The complainant notifies the Title IX Coordinator in writing that the complainant wishes to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled or employed by the College; or
- Specific circumstances prevent the College from gathering sufficient evidence to reach a determination as to the formal complaint or the allegations therein.

Upon dismissal, the College shall promptly send written notice of the dismissal and reason(s) therefore simultaneously to the parties via electronic format. Both parties will have equal right to appeal the dismissal through the appeal process.

The determination regarding dismissal becomes final either on the date that the parties are provided with the written determination of the result of an appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely. Once final, a complainant cannot file a formal complaint under this policy concerning the same alleged conduct. Supportive measures may still continue to be provided as may be needed.

## **Confidentiality, Privacy, & Related Responsibilities**

Issues of privacy and confidentiality play important roles in this policy, and may affect individuals differently. Privacy and confidentiality are related but distinct terms that are defined below.

In some circumstances, the reporting responsibilities of College employees, or the College's responsibility to investigate, may conflict with the preferences of the complainant and/or respondent with regard to privacy and confidentiality. Therefore, all individuals are encouraged to familiarize themselves with their options and responsibilities, and make use of Confidential Resources, if applicable, in determining their preferred course of action.

Requests for confidentiality or use of anonymous reporting (e.g., through the College's Campus Conduct hotline) may limit the College's ability to conduct an investigation under this policy.

## **Confidentiality and Confidential Resources**

The term "confidentiality" refers to the circumstances under which information will or will not be disclosed to others.

Several campus professionals are designated Confidential Resources, to whom confidentiality attaches. Confidential Resources are not obligated to report information that is provided to them from individuals using the resource. This allows individuals to explore their options in a non-pressured environment while they make informed decisions. There may be exceptions in cases involving child abuse, imminent risk of serious harm, emergent hospitalization, or a court order. In addition, non-identifying information about violations of the College's Title IX Sexual Harassment Policy may be submitted to the Ferrum College Campus Police Department for purposes of the anonymous statistical reporting under the Clery Act.

An individual who is not prepared to make a report or formal complaint, or who may be unsure how to label what happened, but still seeks information and support, is strongly encouraged to contact a Confidential Resource. See Appendix A for a complete list of Confidential Resources on campus.

In light of the College's obligation to respond promptly and effectively to individuals alleged to be victimized by Title IX Sexual Harassment, College employees who are not designated Confidential Resources are required to notify the Title IX Coordinator of suspected violations of this policy, and cannot guarantee the confidentiality of a report under this policy.

### **Confidentiality Rights of Complainants and Respondents**

While complainants, respondents, and witnesses involved in the grievance process under this policy are strongly encouraged to exercise discretion in sharing information in order to safeguard the integrity of the process and to avoid the appearance of retaliation, complainants and respondents are not restricted from discussing the allegations under investigation.

Medical, psychological, and similar treatment records are privileged and confidential documents that cannot be accessed or used for a grievance process under this policy without the relevant party's voluntary, written consent.

### **Privacy**

The term "privacy" refers to the discretion that will be exercised by the College in the course of any investigation or grievance processes under this policy.

In all proceedings under this policy, the College will take into consideration the privacy of the parties to the extent possible.

In cases involving students, the Title IX Coordinator may notify Office of Student Life & Engagement staff and/or other College employees of the existence of the report and/or formal complaint for the purpose of overseeing compliance with this policy and addressing any concerns related to educational and residential life. While not bound by confidentiality, these individuals will be discreet and will respect the privacy of those involved in the process.

In accordance with federal regulations, the College will keep confidential the identity of any individual who has made a report or formal complaint under this policy, including any complainant, any individual who has been reported to be the perpetrator, any respondent, and any witness, except as required by law, or to carry out the purposes of conducting any investigation or hearing under this policy.

### **Release of Information**

Certain anonymous information also must be reported to comply with federal law. Pursuant to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the "Clery Act"), the College must collect and disclose non-personally identifiable information regarding certain crimes that are committed on campus property, property controlled by the College, or on nearby public property. This anonymous data is included in an annual security report that is provided to the U.S. Department of Education. The Clery Act also requires the College to issue timely reports with non-identifying information regarding certain crimes that are considered serious and immediate threats to students or employees.

In accordance with Code of Virginia § 23.1-806, the College may report alleged Prohibited Conduct to local law enforcement if warranted by the nature of the allegations at issue or if required by law. In limited circumstances, this report to local law enforcement may include the name of the complainant and may be made without the consent of the complainant.

In order to comply with FERPA, Title IX, and other applicable laws, and to provide an orderly process for the presentation and consideration of relevant information without undue intimidation or pressure, the resolution processes are not open to the general public. Accordingly, documents prepared in anticipation of the informal and/or formal resolution processes (including the Formal Complaint, the Investigation Report, and notices and communications to or from the Complainant or the Respondent); documents, statements, or other information introduced in the interviews, meetings, and proceedings; and the Final Outcome letter may not be disclosed outside of those processes except as may be required or authorized by law.

### **Options for Complainants, Respondents, and Other Reporting Individuals**

A complainant, respondent, or witness has many options, including counseling and support services. Information regarding contact information for local law enforcement as well as contact information for Confidential Resources that are available to provide support to parties and witnesses are described in further detail in below.

After consulting a Confidential Resource as appropriate, a complainant may:

- Request supportive measures from the Title IX Coordinator;
- File a formal complaint with the Title IX Coordinator, thereby invoking the College's internal Title IX grievance process;
- File a report with the Title IX Coordinator for review and determination as to whether the Title IX policy or the Sexual Misconduct policy might apply, thereby invoking the appropriate College policy;
- Contact the Ferrum College Police Department for assistance in filing a criminal complaint and preserving physical evidence; and/or
- Contact local law enforcement to file a criminal complaint. At the complainant's request, the College will assist the complainant in contacting local law enforcement and will cooperate with law enforcement agencies if a complainant decides to pursue a criminal process.

An individual may pursue some or all of these steps at the same time. When initiating any of the above, an individual does not need to know whether they wish to request any particular course of action, nor how to label what happened. Before or during this decision-making process, complainants and other reporting individuals are encouraged to consult a Confidential Resource (see Appendix A).

### **Employees' Responsibility to Report**

In emergency situations, if there is a suspected crime in progress or imminent or serious threats to the safety of anyone, employees must immediately contact the Ferrum College Police Department by dialing 911.

In non-emergency situations, employees (other than those formally designated as Confidential Resources under this policy, but only with respect to information learned through service as a

confidential resource) must promptly report suspected violations of this policy to the Title IX Coordinator. Some students with special responsibilities, including RAs, must promptly report alleged violations of this policy to the Title IX Coordinator.

Students are encouraged to report any suspected violation of this policy (after consulting a Confidential Resource as appropriate).

### **Anonymous Reporting**

If a reporting individual makes an anonymous report, the Title IX Coordinator will consider how to proceed, taking into account the individual's articulated concerns; the best interests of the College community; fair treatment of all individuals involved; and the College's obligations under Title IX.

### **A complainant cannot file a formal complaint anonymously.**

Any individual may make an anonymous report concerning a violation of this policy through the Campus Conduct Hotline, an independent third-party reporting service. A Campus Conduct Hotline report can be made without disclosing the reporting individual's own name, identifying the respondent, or requesting any action. However, if the reporter provides limited information, the College may be limited in its ability to take action. The Campus Conduct Hotline is not a Confidential Resource and making a report to the hotline may result in a College review or investigation.

The Campus Conduct Hotline can be reached by calling 1.866.943.5787.

Anonymous reports may still be used in the College's tabulation of annual campus crime statistics as noted in this policy under Confidentiality, Privacy and Related Responsibilities.

### **Timeliness of Report**

Complainants and other reporting individuals are encouraged to report any violation of this policy as soon as possible in order to maximize the College's ability to respond promptly and effectively. Reports and formal complaints may be made at any time without regard to how much time has elapsed since the incident(s) in question. If the respondent is no longer a student or employee at the time of the report or formal complaint, the College may not be in a position to gather evidence sufficient to reach a determination as to the formal complaint and/or the College may not be able to take disciplinary action against the respondent. However, the College will still seek to provide support for the complainant and seek to take steps to end the prohibited behavior, prevent its recurrence, and address its effects.

### **Amnesty**

In order to encourage reports of conduct that is prohibited under this policy, the College may offer leniency with respect to other violations which may come to light as a result of such reports, depending on the circumstances involved.

### **Supportive Measures for Complainants and Respondents**

Upon receipt of a report or formal complaint of a violation of this policy, the College, through the Title IX Coordinator, will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a

formal complaint, and explain to the complainant the process for filing a formal complaint. The College will also consider supportive measures, as appropriate and reasonably available, for the respondent.

These supportive measures are designed to restore or preserve equal access to the College's educational and working programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties and the broader College community, or deter sexual harassment. While a supportive measure may impose some restrictions on a party, it will not unreasonably burden them. The College may provide supportive measures to the complainant or respondent, as appropriate, as reasonably available, and will do so without fee or charge, regardless of whether the complainant seeks formal disciplinary action. Once supportive measures are approved, the parties or affected individuals will be notified in writing of the supportive measures. The College will maintain any supportive measures provided to the complainant or respondent as confidential to the extent possible.

Supportive measures may include:

- counseling;
- extensions of deadlines or other course-related adjustments;
- modifications of work or class schedules;
- campus escort services;
- mutual restrictions on contact between the parties;
- changes in work or housing locations;
- leaves of absence;
- increased security and monitoring of certain areas of the campus; and/or
- any other measure that can be used to achieve the goals of this policy.

Requests for supportive measures may be made by or on behalf of the complainant or respondent to any College official, including the Title IX Coordinator. The Title IX Coordinator is responsible for ensuring the implementation of supportive measures and coordinating the College's response with the appropriate offices on campus.

All individuals are encouraged to report concerns about the failure of another to abide by any restrictions imposed by a supportive measure. The College will take immediate action to enforce a previously implemented measure and disciplinary sanctions can be imposed for failing to abide by a College-imposed measure.

## **Emergency Removal**

In connection with this policy, whether or not a grievance process is underway, the College may summarily remove an individual from an education program or activity on an emergency basis, after undertaking an individualized safety and risk analysis, and upon the determination that the individual poses an immediate threat to the physical health or safety of any student or other individual (including themselves, the respondent, the complainant, or any other individual). In these situations, the College will provide the individual with notice and an opportunity to challenge the decision immediately following the removal. Decisions for removal will be made by the Title IX Coordinator, Chief of Police, and Vice President of Student Affairs.

## **Informal Resolution Process**

Subject to the consent of the parties and the approval of the Title IX Coordinator, the College permits informal resolution processes in cases in which a formal complaint has been filed with the

Title IX Coordinator. The informal resolution process is available in matters involving a student complainant and a student respondent as well as in matters involving a faculty/staff complainant and a faculty/staff respondent; the informal resolution process is not available in matters involving a student and an employee.

The informal resolution process is a voluntary, remedies-based process designed to provide parties with an option to resolve disputes with other students in a forum that is separate and distinct from the College's formal grievance processes under the Title IX Sexual Harassment policy. The purpose of the informal resolution process is to address the conduct which has been reported by the complainant, and place the parties in a position to pursue their academic and non-academic interests in a safe, respectful, and productive educational and working environment. Under this process, there will be no disciplinary action taken against a respondent, and the resolution will not appear on the respondent's disciplinary record.

The College may facilitate the informal resolution process prior to conducting a hearing. Before the informal resolution process is used, both parties must provide voluntary, written consent to the informal resolution process and must receive written notice disclosing: the allegations, the requirements of the informal resolution process (including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations), and any outcomes resulting from participating in the informal resolution process (including the records that will be maintained or could be shared). At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Title IX Sexual Harassment grievance process with respect to the formal complaint.

The College will not require the Informal Resolution Process as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of Title IX Sexual Harassment. Similarly, the College will not require, encourage, or discourage the parties from participating in the informal resolution process. The College will not offer the informal resolution process unless a formal complaint is filed. See Appendix B for additional information regarding the informal resolution process.

### **Grievance Procedures for Title IX Sexual Harassment Complaints, In General**

The College is committed to providing a prompt and impartial investigation and adjudication of all formal complaints alleging violations of this policy. During the grievance process, both parties (complainant and respondent) have equal rights to participate. The College will presume that a responding party is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

### **Conflict of Interest**

All individuals who have responsibilities in administering the grievance process under this policy must be free of any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent and will be trained as provided by federal regulations. Parties will be notified at the appropriate junctures of the identities of the individuals serving as Investigators, Decision Makers, and Appeal Panel members. A party who has concerns that one or more of the individuals performing one of the aforementioned roles has conflicting interest or is biased must report those concerns to the Title IX Coordinator within 48 hours of being notified of their identities and include a brief explanation of the basis for the conflict or bias concern. The Title IX Coordinator will assess the allegations of conflict or bias to determine whether or not the



identified individual(s) can fulfill their duties in an impartial way. If the Title IX Coordinator concludes that the facts and circumstances support the claim of conflict or bias, the pertinent individual(s) will not participate in the case.

### **Responsibility to Review Reports and Formal Complaints**

In order to protect the safety of the campus community, the Title IX Coordinator may review reports of violations of this policy even absent the filing of a formal complaint, or under certain circumstances, even if a formal complaint has been withdrawn. The Title IX Coordinator may need to file a formal complaint and proceed with an investigation even if a complainant specifically requests that the matter not be pursued. In such a circumstance, the Title IX Coordinator will take into account the complainant's articulated concerns, the best interests of the College community, fair treatment of all individuals involved, and the College's obligations under Title IX.

### **Presumption of Good Faith Reporting**

The College presumes that reports of prohibited conduct are made in good faith. A finding that the alleged behavior does not constitute a violation of this policy or that there is insufficient evidence to establish that the alleged conduct occurred as reported does not mean that the report was made in bad faith.

### **Presumption of Non-Responsibility**

The respondent is presumed to be not responsible for the alleged conduct unless and until a determination regarding responsibility is made at the conclusion of the grievance process.

### **Honesty and Cooperation during Grievance Process**

The College expects all members of the College community to be honest and cooperative in their official dealings with the College under this policy. In this regard, individuals are expected to acknowledge requests from College officials for information in a timely fashion and to make themselves available for meetings with College officials or any officials acting on behalf of the College; any student or member of the faculty or staff who fails to do so may be subject to discipline. However, parties and witnesses may choose not to attend the hearing or may choose not to participate in cross examination at the hearing.

### **Advisers**

Throughout the grievance process, each party may have an adviser of their choice; parties may change their adviser at any time during the grievance process. An adviser is an individual chosen by a complainant or a respondent to provide guidance during the grievance process. An adviser may be a member or non-member of the College community, and may be an attorney.

The role of the adviser is narrow in scope: the adviser may attend any interview or meeting connected with the grievance process, but the adviser may not actively participate in interviews and may not serve as a proxy for the party. The adviser may attend the hearing.

Any individual who serves as an adviser is expected to make themselves available for meetings and interviews throughout the investigation process, as well as the hearing, as scheduled by the College. The College (including any official acting on behalf of the College such as an investigator or decision maker) has the right at all times to determine what constitutes appropriate behavior on the part of an adviser and to take appropriate steps to ensure compliance with this policy.

## **Prior Sexual Behavior**

The complainant's predisposition and/or prior sexual behavior are not relevant and will not be used during the grievance process, unless offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

## **Consolidation**

The Title IX Coordinator has the discretion to consolidate multiple formal complaints of allegations of Title IX Sexual Harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of Title IX Sexual Harassment arise out of the same facts or circumstances.

## **Investigation of Allegations of Violations of Other College Policies**

### ***Allegations under the Sexual Misconduct Policy***

When an initial assessment or investigation under this policy identifies additional related possible violations of the Sexual Misconduct policy by the same party(ies), the grievance process set forth in the Title IX Sexual Harassment policy and procedures will apply to all allegations. Under such circumstances, the parties will be provided with written notice containing the following information: (a) the alleged prohibited conduct, and (b) the policy(ies) under which alleged prohibited conduct falls.

### ***Allegations under Other College Policies***

When an initial assessment or investigation under this policy identifies additional related possible violations of College policies (other than the Sexual Misconduct policy, as described above) by the same party(ies) that would normally be handled by another responsible office, the Title IX Coordinator may direct investigators under this policy to investigate such other possible violations at the same time that they investigate the allegations covered by this policy. Under such circumstances, the records from the investigation of the non-Title IX Sexual Harassment matter shall be provided to the Office of Student Life & Engagement in accordance with applicable College policies and procedures. Notwithstanding the foregoing, the Title IX Coordinator is authorized to provide limited immunity for other conduct violations that might otherwise be charged (e.g., violations of alcohol policy) so as not to discourage the reporting of sexual misconduct violations.

### ***Procedures Where One Party Is a Member of the College Community and the Other Party Is a Non-Member of the College Community***

When a third party, (i.e., a non-member of the College community, which could include, for example, alumni) is a party under this policy, the College will use disciplinary procedures that are generally consistent with the disciplinary procedures described in this policy, appropriately modified based on the particular circumstances of the case and taking into account privacy requirements and the like. In no case will a member of our community (i.e., current student, faculty member, or staff member) be afforded lesser rights or lesser opportunities to participate in the disciplinary proceeding than the non-member of the College community.

## **Investigation and Adjudication**

### ***Timing***

The College will seek to complete the investigation and adjudication within ninety business days after the investigators' first interview of the complainant. Timeframes for all phases of the grievance process, including the investigation, the hearing, and any related appeal, apply equally to both parties.

There may be circumstances that require the extension of time frames for good cause. Time frames may be extended to ensure the integrity and completeness of the investigation or adjudication, comply with a request by external law enforcement, accommodate the absence of a party, adviser, or witness, or for other legitimate reasons, including the complexity of the investigation and the severity and extent of the alleged misconduct. The College will notify the parties in writing of any extension of the time frames for good cause, and the reason for the extension.

The College will review requests for language assistance and accommodation of disabilities throughout the investigation and adjudication process.

Although cooperation with law enforcement may require the College to temporarily suspend the fact-finding aspect of an investigation, under such circumstances, the College will promptly resume its investigation as soon as it is notified by the law enforcement agency that the agency has completed the evidence gathering process. The College will not, however, wait for the conclusion of a criminal proceeding to begin its own investigation and, if needed, will take immediate steps to provide supportive measures for the complainant or respondent. Neither a decision by law enforcement regarding prosecution nor the outcome of any criminal proceeding will be considered determinative of whether a violation of this policy has occurred.

### ***Investigation***

If the Title IX Coordinator has determined, following an initial assessment, that an investigation is appropriate under this policy, the Title IX Coordinator will refer the matter for investigation to a panel of investigators, typically composed of two or three individuals.

### **Notice of Investigation**

Following the receipt and review of the formal complaint by the Title IX Coordinator, and it being determined that the matter properly falls under this Title IX Sexual Harassment policy, the parties will be informed in writing of the initiation of the investigation. The written information shall include:

- The identities of the parties, if known.
- A concise summary of the alleged conduct at issue (including when and where it occurred, if known).
- Notice of the allegations potentially constituting Title IX Sexual Harassment.
- A statement that the respondent is presumed not responsible and that a determination regarding responsibility is made at the conclusion of the grievance process.
- A statement informing the parties that they may have an adviser of their choice, who may be, but is not required to be, an attorney.
- A statement informing the parties that they may request to inspect and review evidence.
- Information regarding the applicable grievance procedures, including the informal resolution process.

If, during the investigation, additional information is disclosed that may also constitute prohibited conduct under this policy, the respondent and complainant will be informed in writing that such additional information will be included in the grievance process.

### **Collection of Evidence**

The investigators will collect information from each party. While the complainant and the respondent are not restricted from gathering and presenting relevant evidence, the investigators are responsible for gathering relevant evidence to the extent reasonably possible. However, each party will be given an equal opportunity to suggest witnesses; provide other relevant information, such as documents, communications, photographs, and other evidence; and suggest questions to be posed to the other party or witnesses. Parties and witnesses are expected to provide all available relevant evidence to the investigators during the investigation. If a party or witness fails to provide available relevant evidence during the investigation, such evidence may, at the discretion of the Decision Maker, be excluded from consideration at the hearing. While parties are not restricted from presenting information attesting to the parties' character, such evidence generally is not considered relevant.

The investigators will provide to a party written notice of the date, time, location, participants, and purpose of all investigative interviews to which they are invited or expected, with sufficient time (generally no less than three business days, absent exigent circumstances) for the party to prepare to participate.

Parties will be interviewed separately and will be interviewed by the investigators. The investigators will interview witnesses as necessary. The investigators will record all interviews, or notes of the interviews will be taken by the investigators. Any other recording of interviews is prohibited and violations may result in discipline.

In general, a party's medical and counseling records are confidential. The investigators will not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the investigators obtain that party's voluntary, written consent to do so.

The investigators will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege (e.g., attorney-client, doctor-patient), unless the individual holding such privilege has waived the privilege.

### **Case File**

After each party has been interviewed and had the opportunity to identify witnesses and other potentially relevant information and evidence, and the investigators have completed any witness interviews and any gathering of evidence, the investigators will prepare a case file. The case file will include all collected evidence that is directly related to the allegations raised in the formal complaint, including the evidence upon which the College does not intend to rely in reaching a determination regarding responsibility and any inculpatory or exculpatory evidence, whether obtained from a party or other source as part of the investigation. The case file may include, as applicable, transcripts or summaries of party and witness interviews and other collected documents and evidence. The investigators will provide the case file to each party and their adviser in electronic form or hard copy. In all cases, any information relied on in adjudicating the matter will

be provided to the parties and their advisers. The investigators will also provide an updated Notice of the Allegations, as appropriate.

Within ten business days of receiving the case file, each party may respond in writing, which may include a request that the investigators collect additional evidence. If the investigators believe that further information is needed following receipt of any responses from the parties, the investigators will pursue any additional investigative steps as needed. The parties and their advisers will be provided with each party's written responses to the case file, if any, as well as any additional information collected by the investigators, in electronic format or hard copy.

### **Investigative Report**

Following their review of the parties' responses (if any) to the case file, the investigators will create a written investigative report that summarizes all relevant evidence; the report will not contain irrelevant information.

At least ten (10) business days prior to the hearing, the investigative report will be provided to the parties and their advisers via electronic format.

The parties may choose to provide a written response to the investigative report, which must be submitted at least five business days prior to the start of the hearing. The response may consist of a written statement not to exceed 2500 words. At least 48 hours prior to the hearing, the parties and their advisers will be provided with the other party's written response to the investigative report, if any, in electronic format.

### **Hearing**

A panel of three individuals ("Hearing Panel") will hear every case. One of the individuals on the Hearing Panel will be the Student Conduct Officer and shall serve as the Presiding Hearing Panelist, and two of the individuals on the Hearing Panel will be members of the College community (often trained investigators that are not associated with the case).

The Presiding Hearing Panelist will have absolute discretion with respect to administering the hearing. The Presiding Hearing Panelist will decide whether evidence and witnesses are relevant or irrelevant, with the understanding that the introduction of relevant evidence and witnesses will always be permitted. The Presiding Hearing Panelist will be responsible for maintaining an orderly, fair, and respectful hearing and will have broad authority to respond to disruptive or harassing behaviors, including adjourning the hearing or excluding the offending individual, including a party, witness, or adviser.

Prior to the hearing, the Hearing Panel will be provided with the case file, investigative report, and any responses to the investigative report. All members of the Hearing Panel shall review the case file (including the parties' responses), ask questions during the hearing as they deem appropriate, and participate in the deliberations leading to the Presiding Hearing Panelist's adjudication of responsibility.

At least five (5) business days prior to the hearing, the parties and their advisers will be notified of the hearing date, time, and location (or relevant electronic information, if the hearing will be conducted remotely).

In advance of the hearing, parties will be required to identify witnesses to be called at the hearing, as well as to provide a brief written explanation of the information each witness would be asked

to provide, such that the Presiding Hearing Panelist can determine their relevance. The Presiding Hearing Panelist has the discretion to exclude from the hearing evidence/witnesses/questions deemed irrelevant.

At the Presiding Hearing Panelist's discretion, pre-hearing meetings may be scheduled with each of the parties and their advisers to explain the hearing protocol.

### **Standard of Proof**

The standard of proof under this policy is preponderance of the evidence. A finding of responsibility by a preponderance of the evidence means that it is more likely than not (50% plus a feather), based on all the relevant evidence and reasonable inferences from the evidence, that the respondent violated this policy.

### **Expectation regarding the Complainant, the Respondent, and the Witnesses regarding the Hearing**

In all proceedings under this policy, including at the hearing, the complainant, the respondent, and the witnesses and other individuals sharing information are expected to provide truthful information.

If the complainant, the respondent, or a witness informs the College that they will not attend the hearing (or will refuse to respond to the panel's questions), the hearing may proceed, as determined by the Title IX Coordinator. The Hearing Panels may not, however:

- a. rely on any statement or information provided by that non-participating individual in reaching a determination regarding responsibility; or
- b. draw any adverse inference in reaching a determination regarding responsibility based solely on the individual's absence from the hearing (or their refusal to be cross-examined).

Each party may make requests related to the format or the nature of their participation in the hearing. The Presiding Hearing Panelist will accommodate requests by either party for the hearing to occur with the parties located in separate locations with technology enabling the Hearing Panel and the parties to simultaneously see and hear the party answering questions. As appropriate and/or at the discretion of the Presiding Hearing Panelist, hearings may be conducted in person or by video conference or any other means of communications by which all individuals participating are able to see and hear each other.

### **Case Presentation**

While the hearing is not intended to be a repeat of the investigation, the parties will be provided with an equal opportunity for questions to be posed to the other party through the hearing panel, as well as to relevant witnesses. A typical hearing may include brief opening remarks by the Presiding Hearing Panelist; questions posed by the Hearing Panel to one or both of the parties; questions posed by the Hearing Panel to any relevant witnesses; and any questions by either party, submitted to the Hearing Panel, to be posed to the other party by the Hearing Panel, with the Hearing Panel having ultimate discretion over which if any questions are posed. Before a party or witness answers a question posed by the other party through the Hearing Panel, the Presiding Hearing Panelist must first determine whether the question is relevant and explain any decision to exclude a question as not relevant.

Other administrators may attend the hearing at the request of or with the prior approval of the Presiding Hearing Panelist, but the parties will be notified in advance of anyone else who will be in attendance.

### **Record of Hearing**

The College shall create an official record in the form of a recording or transcript of any live (or remote) hearing and make it available to the parties for inspection and review. Any other record of the hearing or any other recording is prohibited and violations may result in discipline.

### **Written Determination**

Following the hearing, the Hearing Panel will consider all of the relevant evidence and deliberate regarding responsibility. The Presiding Hearing Panelist shall make a determination, by a preponderance of the evidence, whether the respondent has violated the policy. The Presiding Hearing Panelist shall write a written determination, which will contain:

1. the allegations potentially constituting Title IX sexual harassment;
2. a description of the procedural steps taken from the receipt of the formal complaint through the determination (including any notifications to the parties, interviews with parties and witnesses, site visits (if any), methods used to gather other information, and the hearing);
3. findings of fact supporting the determination;
4. conclusions regarding the application of this policy to the facts;
5. a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility (i.e., whether a policy violation occurred), any disciplinary sanctions imposed by the Sanction Officer if there has been a finding of responsibility, and whether any remedies designed to restore or preserve equal access to the College's education program or activity or working environment will be implemented; and
6. relevant appeal information for the parties. Disciplinary sanctions and remedies will be determined in accordance with the procedures listed below, and the information will be provided to the Presiding Hearing Panelist for inclusion in the written determination.

The parties and their advisers will simultaneously be provided with the written determination via electronic format.

### ***Disciplinary Sanctions and Remedies (to be included in the Written Determination)***

If a party is found to have violated this policy, before finalizing the written determination, the Presiding Hearing Panelist will refer the matter to the appropriate College official(s) to determine sanctions and remedies. Sanctions being imposed will be included in the written determination.

Sanctions will take into account the seriousness of the misconduct as compared to similar cases in the past, the respondent's previous disciplinary history (if any), and institutional principles. Remedies, which may include supportive measures, will be designed to restore or preserve equal access to the College's education program or activity. Specifically, sanctions will be set by the following Sanction Officers:

- If an **undergraduate or graduate student** is found responsible for violating the policy, the case record (consisting of the case file and responses, investigative report and responses, hearing recording, and written determination relating to the finding of responsibility) will be provided to the dean of campus life, who will determine sanctions and remedies in consultation with appropriate College administrator. In the event that the dean of campus life is unavailable, the dean of students will serve as the substitute. Any sanctions and remedies will be included in the Presiding Hearing Panelist's written determination, and sanctions will be subject to appeal under this policy.
- If a **faculty member or other individual appointed through the Office of the Academic Affairs** is found responsible, the case record (consisting of the case file and responses, investigative report and responses, hearing recording, and written determination relating to the finding of responsibility) will be forwarded to the Provost, who will determine sanctions and remedies in consultation with appropriate College administrators. In the event that the Provost is unavailable, a designee will be assigned. Should the Provost propose a sanction of suspension or dismissal, the Provost will issue a recommendation, in accordance with applicable College policy. Any sanctions (and/or recommendation of sanctions) and remedies will be included in the Presiding Hearing Panelist's written determination, and sanctions (and/or recommended sanctions) will be subject to appeal under this policy.
- If a **staff member** is found responsible, the case record (consisting of the case file and responses, investigative report and responses, hearing recording, and written determination relating to the finding of responsibility) will be forwarded to the Senior Director of the Office of Human Resources, who will determine sanctions and remedies in consultation with appropriate College administrators. In the event the Senior Director of the Office of Human Resources is unavailable, an appropriately trained College official will serve as the substitute. Any sanctions and remedies will be included in the Presiding Hearing Panelist's written determination, and sanctions will be subject to appeal under this policy.

## Appeal

Appeals under this policy will be heard by the Vice President of Student Affairs and Success (The Appeal Officer). The decision rendered during the appeal is final and any further action must be taken to the Office of Civil Rights (OCR).

Both parties have equal rights to an impartial appeal at the following junctures:

- Upon the dismissal of a formal complaint or any allegations therein, **OR**
- Upon receiving the Presiding Hearing Panelist's written determination regarding responsibility and, when applicable, sanction and remedies.

Appeals may be submitted on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made which could affect the outcome of the matter;
3. The Title IX Coordinator or their staff, investigator(s), any member of the Hearing Panel, or Sanction Officer had a conflict of interest or bias for or against complainants or



respondents generally or the individual complainant or respondent that affected the outcome of the matter; and/or

4. The sanctions (or recommended sanctions) are not commensurate with the violation.

To appeal, a party must electronically submit a written appeal statement to the Vice President of Student Affairs and Success within five (5) business days of receipt of the written determination or dismissal. The Appeal Officer may deem a late submission reasonable only under extenuating circumstances, and the Appeal Officer may decide in their sole discretion what constitutes valid extenuating circumstances. The appeal shall consist of a written statement not to exceed 2500 words, outlining the basis for appeal and the relevant information to substantiate the appeal. The non-appealing party will be provided with a copy of the appealing party's written statement and may submit a written response, not to exceed 2500 words, to the Vice President of Student Affairs and Success within five (5) business days of receipt of the appealing party's written statement. The non-appealing party's statement will be provided to the appealing party. No further appeal submissions from the parties shall be permitted.

An appeal is limited in scope. The purpose of an appeal is not to initiate a review of substantive issues of fact or a new determination of whether a violation of College rules has occurred.

In deciding an appeal, the Appeal Officer may consider the case file and any responses, investigative report and any responses, the hearing record, the written determination, and any written appeal(s) or statements by the parties. The Appeal Officer also may consider any other materials the College deems relevant and that have been shared with the parties.

The parties and their advisers will simultaneously be provided (via electronic format) with the written decision describing the result of the appeal and the rationale for the result.

- If the Appeal Officer finds that the earlier decision should stand, the parties will be so informed and the Title IX process is concluded.
- If the Appeal Officer finds that there was procedural irregularity that affected the outcome of the matter, the matter will be remanded to the Presiding Hearing Panelist to determine appropriate further action.
- If the Appeal Officer finds that new evidence is available which was not reasonably available at the time of the determination regarding responsibility or dismissal, and such evidence could alter the outcome of the matter, the matter will be remanded to the Presiding Hearing Panelist for appropriate further action.
- If the Appeal Officer finds that the Title IX Coordinator or their staff, investigator(s), member of the Hearing Panel, or Sanction Officer had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter, the Appeal Panel will take appropriate measures to address and remediate the impact of the bias or conflict consistent with the general procedures of this policy.
- If the Appeal Officer finds that the sanctions (or recommended sanctions) are not commensurate with the violation, the matter will be remanded to the Sanction Officer for reconsideration.

The Appeal Officer will seek to complete the appeal review within twenty (20) business days of receipt of the appealing party's written statement.

Unless further proceedings are necessary the determination regarding responsibility becomes final either on the date that the parties are provided with the written determination of the result of an appeal if an appeal is filed (at which point the Title IX Sexual Harassment grievance process is concluded), or if an appeal is not filed, the date on which an appeal would no longer be considered timely (at which point the Title IX Sexual Harassment grievance process is concluded).

## **Training**

The College will provide appropriate training to College officials with responsibilities under this policy, including the Title IX Coordinator, employees in the Office of Student Life & Engagement, investigators, Hearing Panel members, Sanction Officers, Appeal Officer, and any individual who facilitates the informal resolution process. Such training will cover the definition of Title IX Sexual Harassment, the scope of the College's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes under this policy, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

The College will ensure that Hearing Panel members receive training on any technology to be used at a hearing and on issues of relevance of questions and evidence, including questions and evidence about the irrelevance of complainant's sexual predisposition or prior sexual behavior.

The College will ensure that investigators receive training on issues of relevance in order to create an investigative report that fairly summarizes relevant evidence. These training materials are publicly available on the College's Sexual Misconduct & Title IX website and will be made available for in-person review upon request. In addition, College officials with responsibilities under this policy will receive training related to intersectionality.

## **Record Retention**

The College will maintain for a period of seven (7) years records of the following:

- Each Title IX Sexual Harassment grievance process conducted under this policy, including any determination regarding responsibility and any audio or audiovisual recording or transcript from a hearing, any disciplinary sanction imposed on the respondent, and remedies provided to the complainant designed to restore or preserve access to the College's education program or activity;
- Any appeal and the result therefrom;
- Any informal resolution and the result therefrom; and
- All materials used to train Title IX Coordinators, investigators, Hearing Panel members, Sanction Officers, Appeal Panel members, and any individual who facilitates the informal resolution process with regard to Title IX Sexual Harassment;
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of Title IX Sexual Harassment. In each instance, the College will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the College's educational and working program or activity. If the College does not provide a complainant with supportive measures, then the College will document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

## **Modification and Review of Policy**

Ferrum College reserves the right to modify this policy to take into account applicable legal requirements or extraordinary circumstances. At regular intervals, the College will review this policy to determine whether modifications should be made.

## **Available Resources**

### ***Emergency Resources and Law Enforcement***

Emergency medical assistance and law enforcement assistance are available both on and off campus. Individuals are encouraged (but not required) to contact law enforcement and seek medical treatment as soon as possible following an incident that poses a threat to safety or physical well-being or following a potential criminal offense. For more information about filing a criminal complaint with law enforcement, please contact:

- **Emergency Services** You can reach county emergency services by dialing 9-1-1.
- The **Ferrum College Police Department** has officers available 24 hours a day, 7 days per week who can be reached by calling 540-365-4444 or 911.
- **Carilion Franklin Memorial Hospital** is located at 180 Floyd Avenue in Rocky Mount. The Emergency Department can be reached by calling 540-483-5277.
- **Carilion Roanoke Memorial Hospital** is located at 1906 Belleview Avenue, SE, in Roanoke. The Emergency Department can be reached by calling 540-981-7000.

### ***Title IX Coordinator***

Ferrum College's **Title IX Coordinator** is Mr. Todd S. Hill, J.D., whose office is located in Roberts Hall, Room 15. Mr. Hill may be contacted from 8:30 a.m. to 5:00 p.m Monday through Friday at 540.365.4287 OR anytime by email at [tshill@ferrum.edu](mailto:tshill@ferrum.edu) or cell at 540-4420-1976.

### ***Residence Life Coordinators***

The **Residence Life Coordinators** are highly skilled young professionals, and one is always on call 24/7. They can be reached during business hours by emailing [studentlife@ferrum.edu](mailto:studentlife@ferrum.edu) or calling 540-365-4461, or after hours by contacting your RA. You do not need to disclose to the RA or PD why you need them, simply tell them it is urgent and ask if they can call them for you.

### ***Confidential Resources***

Information shared with Confidential Resources (including information about whether an individual has received services) will be disclosed to the Title IX Coordinator or any other individual only with the individual's express written permission, unless there is an imminent threat of serious harm to the individual or to others, or a legal obligation to reveal such information (e.g., if there is suspected abuse or neglect of a minor). For more information about confidentiality and Confidential Resources.

Campus Confidential Resources include:

- The **Student Counseling Center** is located in lower Roberts by phone at 540-365-4219 or email at [counseling@ferrum.edu](mailto:counseling@ferrum.edu). Hours are 8:30 a.m. to 5:00 p.m., Monday through Friday.
- The **Employee Assistance Program (EAP)** is available to all Ferrum College employees. They offer short-term, confidential counseling to help you understand your

options for virtually any issue or problem that may arise. Call 1-800-992-1931 to schedule an appointment.

## Other Available Resources

Any individual may also access resources located in the local community. These organizations can provide crisis intervention services, counseling, medical attention and assistance in dealing with the criminal justice system. If accessing these resources, individuals are encouraged to clarify whether the resources are confidential.

- **Franklin County Family Resource Center** may be contacted at 540-483-1234. Their website address is <https://www.fcfamilyresourcecenter.com/790/Family-Resource-Center>.
- **Sexual Assault Response and Awareness, Inc. (SARA)** runs a 24-hour hotline that can be reached at 540-981-9352. You can also visit them online at <https://sararanoke.org>.
- **Piedmont Community Service Board**, Franklin County is located at 30 Technology Drive in Rocky Mount and can be reached by calling 540-483-0582.
- **Contact Listen Line** is a 24-hour counseling hotline that can be reached at 1-877-WEHELP6 or 1-877-934-3576.
- **Tri-Area Community Health Center** which is located at 180 Ferrum Mountain Rd, Ferrum, VA 24088. Appointments may be made by calling 540-365-4469.
- **U.S. and VA Government** website <https://www.dcjs.virginia.gov/victims-services/external-resources> offers links for additional information and resources.

## Long-Term Care

Options for long-term medical and mental health care are:

- **Tri-Area Community Health Center** which is located at 180 Ferrum Mountain Rd, Ferrum, VA 24088. Appointments may be made by calling 540-365-4469.
- **Piedmont Community Service Board, Franklin County** is located at 30 Technology Drive in Rocky Mount and can be reached by calling 540-483-0582.

These providers may be able to make referrals to resources in other cities if needed.

## Informal Resolution Process

The informal resolution process is a voluntary, remedies-based process designed to provide members of the Ferrum College community with an option to resolve certain disputes with other members of the Ferrum College community in a forum that is separate and distinct from the College's formal grievance processes under the Title IX Sexual Harassment Policy or the Sexual Misconduct Policy. Subject to approval by the Title IX Coordinator (see below), the informal resolution process is available in matters involving a student complainant and a student respondent as well as in matters involving a faculty/staff complainant and a faculty/staff respondent; the informal resolution process is not available in matters involving a student and an employee. The purpose of the informal resolution process is to eliminate the conduct which has been reported by the complainant (and prevent its recurrence), and place both individuals in a position to pursue their academic, working, and non-academic interests in a safe, respectful, and productive educational and working environment. Under this process, there will be no disciplinary action taken against a respondent, and the resolution will not appear on the respondent's disciplinary record.

Prior to participating in the informal resolution process, parties will be notified in writing of the information contained in this Appendix B.

The following are features of the informal resolution process:

- Participation in the informal resolution process is completely voluntary.
- No party will be required to participate in the informal resolution process and the College will not require, encourage, or discourage the parties from participating in the informal resolution process.
- All parties must consent in writing to participation in the informal resolution process.
- The College may offer the informal resolution process only under the following circumstances:
  - A report or formal complaint has been filed by the complainant;
  - The Title IX Coordinator has determined, through an initial assessment, that the alleged conduct reported, if substantiated, would constitute Title IX Sexual Harassment or Sexual Misconduct;
  - The Title IX Coordinator has determined that the informal resolution process is appropriate for this matter.
- All parties will be provided with a written notice disclosing the allegations, the requirements of the informal resolution process, and any outcomes resulting from participating in the informal resolution process.
- At any time prior to signing an informal resolution agreement, any party has the right to withdraw from the informal resolution process and resume the formal grievance process pursuant to the applicable policy (i.e., Title IX Policy or Sexual Misconduct Policy).
- Under the informal resolution process, there will be no disciplinary action taken against a respondent, and the resolution will not appear on the respondent's disciplinary record. If a formal complaint is filed against the respondent in a subsequent matter under the Title IX Sexual Harassment policy or the Sexual Misconduct policy, the respondent's participation in a prior informal resolution process will not be considered relevant and will not be taken into account in the resolution of the subsequent complaint.
- Parties may be accompanied by a member of the College community who will serve as a support person to any meeting related to the informal resolution process. However, the support person may not actively participate in meetings and may not serve as a proxy for the party. Any individual who serves as a support person is expected to make themselves available for meetings as scheduled by the College. The College has the right at all times to determine what constitutes appropriate behavior on the part of a College support person and to take appropriate steps to ensure compliance with this policy.
- Any agreements reached as part of the informal resolution process must be approved by the Title IX Coordinator in order to ensure consistency with the College's federal obligations. If the Title IX Coordinator determines at any time prior to the signing of the informal resolution agreement that the informal resolution process is no longer appropriate, the Title IX Coordinator may terminate the process.
- Upon signing the informal resolution agreement, the parties are bound by its terms and cannot opt for a formal grievance process based on the conduct alleged in the report or formal complaint.

- Failure to comply with the signed agreement may result in disciplinary action for either party.
- If the parties' circumstances change significantly, they may request a supplemental agreement; the Title IX Coordinator will determine whether it is appropriate to proceed. For example, if both parties joined the same eating club subsequent to signing the agreement or participated in the same study abroad program, either party could request a supplemental agreement to address the changed circumstances, provided that both parties agreed to any such revisions. Under such circumstances, the above conditions would apply.

### ***Initiation of the Informal Resolution Process***

If the complainant files a formal complaint pursuant to the Title IX policy or otherwise reported conduct that would be subject to the Sexual Misconduct policy, and requests to engage in the informal resolution process, the Title IX Coordinator will consider whether the informal resolution process is appropriate in the particular matter. In making this determination, the Title IX Coordinator will consider the following factors:

- The disciplinary record (or past conduct) of the respondent relating to sexual misconduct, physical violence, failure to comply with a No Contact Order, and/or other relevant conduct;
- The nature of the alleged conduct, whether allegations involve multiple victims and/or a pattern of conduct, or other evidence-informed factors indicative of increased risk to campus safety;
- Whether the circumstances warrant the Title IX Coordinator filing a formal complaint (e.g., if there is sufficient evidence to proceed with an investigation/adjudication even absent participation by the complainant);
- Whether proceeding with the informal resolution process is in accordance with the principles and objectives of the College's Title IX Sexual Harassment policy or its Sexual Misconduct policy, as determined by the Title IX Coordinator; and/or
- Whether proceeding with the informal resolution process in matters involving faculty and staff members is in accordance with College employment practices.

If the Title IX Coordinator determines that a case is not appropriate for the informal resolution process, the Title IX Coordinator will inform the complainant that the informal resolution process is unavailable.

If the formal grievance process has already begun, either party may seek to initiate the informal resolution process up until five business days prior to the hearing. If both parties agree to participate in the informal resolution process and the Title IX Coordinator approves of the informal resolution process, the formal grievance process will be adjourned while the informal resolution process is pending; if an agreement is not reached, the formal grievance process will be resumed.

Upon initiation of the informal resolution process, the College Title IX Coordinator will refer the matter to a trained informal resolution facilitator ("facilitator"). The facilitator will consult (separately) with each party in an effort to reach a resolution that best meets the interests and needs of the parties. Unless they mutually choose to do so as part of an agreement, the parties will not meet together in person as part of the process.

### ***Potential Outcomes of the Informal Resolution Process***

Depending on the nature and circumstances of the particular situation, parties may agree to outcomes such as:

- Long-term extension of a mutual No Contact Order or No Communication Order;
- Imposition of a “skewed” No Contact Order, placing the burden on the respondent to limit the respondent’s physical proximity to the complainant;
- Restrictions on the respondent from participation in particular organizations or events;
- Changes to on-campus housing, subject to availability;
- Participation by the respondent in a College-provided educational program;
- Participation by the respondent in a local or national educational program;
- Provision to the respondent of an “impact statement” written by the complainant (describing the impact(s) that the respondent’s conduct had on the complainant);
- Conversation between the parties facilitated by a trained individual appointed by the Title IX Coordinator;
- Other measures deemed appropriate by the Title IX Coordinator.

### ***Failure to Comply with the Informal Resolution Agreement***

Failure to comply with the signed agreement may result in disciplinary action for either party, consistent with disciplinary procedures.

### ***Records Relating to the Informal Resolution Process***

The records relating to the informal resolution process will be maintained in accordance with section XVI.

Prior to participating in the informal resolution process, parties will be notified in writing that any information gathered in the informal resolution process may be used in the Title IX Sexual Harassment or Sexual Misconduct formal grievance processes if the informal resolution process ends prior to a written agreement being signed by the parties. However, the College will not draw any adverse inference based on a respondent’s participation in the informal resolution process, nor will such participation be considered an admission by the respondent.

Even if the parties enter into a written informal resolution agreement, if information related to the violation of other College policies (i.e., policies other than the Title IX Sexual Harassment policy or the Sexual Misconduct policy) comes to light through the informal resolution process, such information may be used in other student accountability processes, subject to the Amnesty policy.

### ***Retaliation***

The protections against Retaliation described in section V apply to individuals participating in the informal resolution process. Disciplinary consequences may result for those found responsible for Retaliation.

### ***Time Frame for the Informal Resolution Process***

The time frame for completion of the informal resolution process may vary, but the College will seek to complete the informal resolution process within thirty business days of completion of the initial assessment. Should the time period extend beyond this time frame, the parties will be notified.

## **Suggested Actions and Resources for Victims of Sexual Misconduct**

Any type of Sexual Misconduct is inappropriate and is taken seriously by the College. If you are the victim of Sexual Misconduct, the College's priority is to help you take steps to address your safety, medical needs, and emotional wellbeing. You are strongly encouraged to seek assistance regardless of whether or not you decide to pursue criminal or College disciplinary charges.

### **1. Ensure Your Physical Safety**

Please do not hesitate to call the Ferrum College Police Department (540-365-4444) or dial 911. College Police officers are on duty 24 hours a day, 7 days a week and can provide you with both on- and off-campus resources.

### **2. Seek Medical Assistance and Treatment.**

Local options for emergency medical care and collection of personal evidence include Carilion Franklin Memorial Hospital in Rocky Mount (540-483-5277) or Carilion Roanoke Memorial Hospital, located in Roanoke (540-981-7000).

It is crucial that you obtain medical attention as soon as possible after a Sexual Assault to determine the possibilities of physical injury, to prevent or treat sexually transmitted diseases, and/or to screen for the presence of sedative drugs such as Rohypnol or GHB (date-rape drugs). College staff can help you contact a support person, such as a family member, friend, or roommate.

If you choose to have an evidence collection kit (or "rape kit") completed, it is important to do so within 72 hours of an assault. Even if you have not decided to file charges, it is advisable to have the evidence collection kit completed so that you can preserve the options of obtaining a protective order and/or filing criminal charges at a later date.

In order to best preserve evidence for an evidence collection kit, it may be advisable to avoid showering, bathing, going to the bathroom, or brushing your teeth before the kit is completed. You should also wear (or take with you in a paper – not plastic – bag) to the hospital the same clothing that you were wearing during the assault. An evidence collection kit can still be completed even if you have showered or bathed.

### **3. Obtain Emotional Support.**

The staff in the Student Counseling Center can help victims sort through their feelings and begin the recovery process as they are trained to provide confidential crisis intervention on short-term and emergency issues. They can also provide referrals for outside providers and law enforcement.

Counseling is free of charge to all students. In some instances, the law may require the disclosure of information shared by students with counselors; however, absent a legal mandate to the contrary, counseling services are confidential, are not part of students' College records, and will not be reported to other College personnel.

### **4. Obtain Information and Report Misconduct.**

Even if you have filed a report directly with law enforcement, you are encouraged to report incidents of sexual misconduct to the College's Title IX Coordinator or a responsible



employee. These College personnel can help you access resources and can provide you with support and additional information.

## **Suggested Actions and Resources for Individuals Accused of Sexual Misconduct**

Any type of sexual misconduct is inappropriate and is taken seriously by the College. If you have been accused of Sexual Misconduct, the College encourages you to take steps to address your emotional wellbeing. You are strongly encouraged to seek assistance and support through this process.

### ***Obtain Emotional Support***

The staff in the College Student Counseling Center can help you sort through your feelings as they are trained to provide confidential crisis intervention on short-term and emergency issues. They can also provide referrals for outside providers. Short-term counseling is free of charge to all students. In some instances, the law may require the disclosure of information shared by students with counselors; however, absent a legal mandate to the contrary, counseling services are confidential, are not part of students' College records, and will not be reported to other College personnel.

## **Sex Discrimination Regulations**

The U.S. Department of Education (DOE) may require schools and colleges to take remedial action for discriminating on the basis of sex or otherwise violating the DOE's Title IX regulations.

In response to any claim of sex discrimination under Title IX, schools and colleges are never required to deprive an individual of rights guaranteed under the U.S. Constitution.

Schools and colleges are to account for the interplay of Title IX, Title VII, and the Family Educational Rights and Privacy Act (FERPA).

Schools and colleges are to designate and identify a Title IX Coordinator, disseminate their non-discrimination policy and the Title IX Coordinator's contact information to ensure accessible channels for reporting sex discrimination (including sexual harassment), and notify students, employees, parents, and others of how the school or college will respond to reports and complaints of sex discrimination (including sexual harassment).

An institution controlled by a religious organization is not required to submit a written statement to the DOE to qualify for the Title IX religious' exemption.

*Although Ferrum College is a liberal arts institution founded on Christian principles and related to the United Methodist Church. Ferrum College is not controlled by the United Methodist Church.*