

# ALDERSON BROADDUS UNIVERSITY EMPLOYEE HANDBOOK

2018-19 Academic Year



### *Notice of Non-Discrimination*

Alderson Broaddus University is committed to equal employment opportunity and strives to employ the best qualified personnel in all areas of operation. Alderson Broaddus University is committed to providing and maintaining a learning and working environment that is free from any form of illegal discrimination or harassment in accordance with federal, state and local law, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Americans with Disabilities Amendments Act, the Age Discrimination in Employment Act, the West Virginia Human Rights Act, and their implementing regulations. Specifically, the University does not discriminate on the basis of sex, age, race, color, national origin, disability, religion, veteran status, or any other characteristic protected by federal, state and local law in recruitment, admission, educational programs, University activities or employment. There will be no retaliation against any individual who makes a good faith report of discrimination or harassment or participates in or cooperates with any investigation of alleged discrimination or harassment. The following person has been designated to handle inquiries regarding the University's non-discrimination policies:

Matthew Sisk, Director of Campus Safety, Title IX Coordinator  
101 College Hill Philippi, WV 26416  
304-457-6356  
[siskmr@ab.edu](mailto:siskmr@ab.edu)

Additionally, you may contact the United States Department of Education, Office for Civil Rights:

U.S. Department of Education, Office for Civil Rights  
Lyndon Baines Johnson Department of Education Bldg  
400 Maryland Avenue, SW Washington, DC 20202-1100  
Telephone: 800-421-3481 FAX: 202-453-6012; TDD: 877-521-2172  
Email: [OCR@ed.gov](mailto:OCR@ed.gov)

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## Mission Documents

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### Identity Statement

Alderson Broaddus University is an independent institution of higher learning, committed to serving the region as an academic, cultural, and religious resource, with programs based on a strong liberal arts foundation. The University is rooted in historic and continuing relationships with the West Virginia Baptist Convention and the American Baptist Churches in the U.S.A.

### Mission

The mission of Alderson Broaddus University is to provide our students with the highest quality education, striving to prepare students to succeed in their chosen disciplines and to fulfill their roles in a diverse society as well-rounded and responsible citizens.

### Church Relatedness Statement

Alderson Broaddus University affirms our commitment to our historical and continuing relationship with the American Baptist Churches USA and the West Virginia Baptist Convention. We fulfill our educational mission as a faith-based learning community through an ethically informed curriculum from a Christian perspective. Alderson Broaddus University seeks to provide a caring community, reflective of the diversity present in society and in the body of Christ, but united in mutual respect and understanding. We embrace Christian values, including moral integrity, service, trust, justice, and compassion, among others. Within a nurturing environment, we seek to support and empower all members of our community to explore and carry out these values. As part of this commitment, we support religious freedom and respect diverse expressions of faith.

### Vision Statement

#### ***Alderson Broaddus University will***

- prepare graduates for success and service to humanity;
- embody its Christian heritage by caring for each student in a faith-based learner-centered environment;
- be renowned as a leader in health-related and professional higher education;
- educate students in the tenets of civic engagement, communication, critical thinking, diversity, and ethics to provide the foundation of a liberal arts education;
- enhance the quality of life and economic viability of the region.

# HIRING POLICIES

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## Staff hiring procedure

Alderson Broaddus University is committed to equal employment opportunity and strives to employ the best qualified personnel in all areas of operation and prohibits unlawful discrimination. For all open positions, first consideration may be given to individuals within a department. Positions which, at the supervisor's discretion, can be filled from within a department do not need to be posted. All other open positions will be posted via email and/or the University's website. The University may also post positions through classified advertisements, posting on websites such as [www.higheredjobs.com](http://www.higheredjobs.com), or other means as deemed appropriate by the supervisor and Human Resources department. In order to expand the opportunities of our current employees for promotional growth, supervisors are encouraged to give priority consideration to current employees and may choose to hire a current employee before giving any consideration to outside candidates. Current employees may also be considered along with applicants from outside the University.

All job posting applications will be sent to the Human Resources Department. The Human Resources Department will receive all applications for open positions and forward applicants to the hiring supervisor. The hiring supervisor will interview all eligible candidates. If deemed appropriate, others may be included in the interview process which will be managed by the hiring supervisor. The supervisor will notify the Human Resources Department of his/her selection and the job offer will be made to the applicant by the hiring supervisor or the Human Resources Department. Those candidates interviewed but not selected will be notified by the hiring supervisor.

## New Hire Requirements

### *Background Checks*

Alderson Broaddus University performs pre-employment background checks on all new employees as a condition of employment. Alderson Broaddus University performs background checks on adjunct faculty as soon as possible after they have been appointed and before they commence working. Background checks are not required on current employees with the exception of those employees changing positions. For current employees changing positions, including those filling interim positions, a background check is only required when the new position increases the impact of the perceptible risk factor (contact with protected persons). If an employee experiences a position change within the same or greater perceptible risk factor, a new background check needs to be conducted if it has been five or more years since the last background check. Alderson Broaddus University performs background checks on all key students, camp counselors and program leaders prior to their performing the duties or participating in the activity qualifying them for this requirement. All third-party users of campus facilities, including summer camps, are responsible by contract for complying with these background check standards in regards to their employees, volunteers and subcontractors. All third-party contractors and vendors working on campus are responsible by contract for complying with these background check standards in regards to their employees, volunteers and subcontractors.

The University recognizes the need to conduct background checks on employees while protecting the privacy of staff members. University policy as well as state and federal laws recognize the individual's right to privacy and prohibits any University employee from unauthorized use or disclosure of personal information. Each employee for whom a background check is obtain will receive the following disclosure:

PLEASE BE ADVISED THAT Alderson Broaddus University may obtain a “background investigation report” (sometimes called a “consumer report” or an “investigative report”) about you as part of its pre-employment background check of your application for employment. Alderson Broaddus University obtains a background investigation report on final applicants for the position you have applied for to assist it in making its hiring decisions. Alderson Broaddus University has an outside investigation company conduct the investigation and prepares the report. This background investigation report may include, in whole or in part, information about your character, general reputation, personal characteristics, and mode of living, including information about the following subjects:

- Work history
- Educational history
- Court records, including criminal conviction records as permitted by law
- Diving history, if job related;
- Employment references from professional and personal associates, obtained from personal interviews; and
- Credit worthiness, credit standing and credit history, if job related

#### *Employment Eligibility Verification*

Alderson Broaddus University is required to comply with the rules issued by the Bureau of Citizenship and Immigration Services (BCIS, formerly known as Immigration and Naturalization Service) in 1987. All staff members are required to complete an I-9 form demonstrating their right to work in the US on or before their date of employment. Accurate documentation as required by the Department of Homeland Security must be provided.

#### *Orientation*

All new employees will complete an orientation process. All supervisors must allow adequate time at the start of employment for new employees to complete this process. The Human Resources director, in consultation with the hiring supervisor, will determine the orientation schedule. The orientation includes, but is not limited to, the following:

- Introduction to the University mission and organization
- Review of the Employee Handbook with Human Resources to familiarize the employee with the Universities policies and benefits
- Completion of all employment forms (state and federal tax forms, I-9, benefits, etc) with Human Resources
- Review of key University procedures and services
- Completion of mandatory training, including but not limited to FERPA, Title IX, and driver safety.
- Setup and orientation for all required technology software, hardware, and services

- Introduction to key personnel related to position
- Completion of a Campus tour
- Employment policies

## Employee Classifications

Each position at the University is categorized by one of the following employee classifications:

- Faculty – Employees with primary responsibilities for instruction. See the *Alderson Broaddus University Faculty Handbook* for specific guidance in matters regarding academic affairs, classroom instruction policies and procedures and faculty personnel and development information.
- Executive Staff – Employees with institutional leadership responsibilities, including but not limited to the President and Vice Presidents.
- Professional Staff – Employees with responsibilities including managerial duties, or require either an advanced educational degree or knowledge and experience in a specific field that is considered of a professional nature within the framework of the University.
- Support Staff – Employees with responsibilities for all functions outside of those stated in the other classifications.

## Personnel Files

The human resources office establishes and maintains all official personnel records concerning employment. When requested, this information may be made available to authorized persons. Authorized persons include a staff member's supervisor, department head, any vice president or the president of the University. All employees are permitted to inspect personnel records which pertain directly to themselves. An employee must submit a written request to inspect his/her personnel records. All records and files will be inspected by appointment in the Human Resources Office in the presence of the Director of Human Resources or designated employee. Members of the faculty may also have personnel records located in the office of academic affairs. A faculty member needs to make an appointment with the office of academic affairs to view the personnel files kept there. Items in the file may not be duplicated or photographed by any means, but an employee may take notes regarding the contents of the file(s).

## Personal Information

Employees must provide personal information, such as date of birth, Social Security Number, mailing address, phone number, dependent and withholding information, and beneficiary designations, to the human resources office. The University has a right to rely on the most recent information provided by the employee. It is the responsibility of the employee to notify the Human Resources Office of any change in such information. For the protection of individual staff members, this information will not be released by the Human Resources Office unless legally required or with written consent from the employee.

## Standard Work Week

The work week for full-time employees classified as professional or executive staff is considered to be 40 hours. Standard office hours are 8:00 a.m. to 4:30 p.m. Monday through Friday. Weekly schedules of office personnel will be arranged with supervisors in order to provide adequate staffing for these office hours. For employees working less than a normal week, regular hours

will be established. Support staff are scheduled a 37.5 work week and the work week begins at 12:01 a.m. Saturday. Meal breaks are provided to employees. All employees must take a minimum of one half hour unpaid meal break during any workday that exceeds 6 hours. Employees must take meal breaks in a manner that maintains their standard scheduled work week.

### *Alternate Work Schedules*

It is understood that the employees in certain departments, due to the nature of the work assigned to them, are on an alternate work schedule. Any alternate work schedules to the standard work week by a department or an individual staff member will be evaluated on a case by case basis. A temporary change to a staff member's regularly scheduled hours for a short period of time (two weeks or less) requires supervisor approval only. Changes to the work schedule that are longer term in nature require approval by the supervisor, the divisional vice president and the Director of Human Resources. The University reserves the right, with adequate notice, to rescind any alternate work arrangement and require the staff member to return to regularly scheduled hours.

### Alternative work arrangements

For the majority of positions at Alderson Broaddus, work must be performed on campus. Alternative work arrangements may be considered if special situations arise. Factors such as benefit to the department and University and the nature of the work will be used in considering such requests.

### Outside Employment

The fulltime staff member's position at the University is her/his primary employment and takes precedent over any outside employment. Therefore, an individual may be allowed to undertake outside employment, provided that the work would not conflict with obligations to the University. Staff members are prohibited from engaging in outside employment which would represent a conflict of interest or interfere with the preservation of the University's image. A staff member must have prior written approval by the individual's supervisor and divisional vice president before undertaking such employment.

Guidelines for outside employment for faculty are contained in the *Alderson Broaddus University Faculty Handbook*.

### Termination of Employment

"Termination" and "dismissal" are not synonymous. "Termination" results from causes which are not personal to the individual concerned. The term "dismissal" is reserved for instances in which serious personal fault is deemed to exist, related either to an individual's moral turpitude or depravity, or to serious failure in professional performance. Policies guiding termination and dismissal for faculty are outlined in the *Alderson Broaddus University Faculty Handbook*.

### *Voluntary termination*

A support staff member who decides to terminate employment with the University should give written notification to the direct supervisor and to the human resources office at least two weeks prior to the final day of work. A professional or executive staff member who decides to terminate employment with the University should give written notification to the direct supervisor and to the human resources office at least four weeks before the final day of work. If

a staff member does not report to work and does not contact his or her supervisor for three consecutive work days, it is assumed that he or she has voluntarily terminated his or her employment at Alderson Broaddus University. *A staff member will not be paid for any sick days without medical certification, un-accrued vacation, or personal days during the final two weeks of employment.*

#### *Involuntary termination*

In the absence of a written employment agreement signed by the President of the University, all non-faculty employees are at an “employment-at-will” status, meaning an employee may resign at any time and the University may terminate employment at any time for any reason not prohibited by law. A support staff member who is subject to termination shall be given written notification from the director of human resources at least two weeks prior to the final day of work. At its sole discretion, the University may pay the support staff member for two weeks in lieu of notice. A professional or executive staff member who is subject to termination shall be given written notification at least four weeks prior to the final day of work. At its sole discretion, the University may pay the support staff member for two weeks in lieu of notice.

#### *Dismissal*

A staff member who is subject to dismissal may be terminated without prior written notice and may not receive pay in lieu of notice. Dismissed staff members will only be compensated for accrued vacation and for wages earned to the date of dismissal.

#### *Exit interviews*

The director of human resources will request to conduct an exit interview with a staff member leaving employment with the University. Information such as insurance and retirement options and arrangements for the final paycheck are covered during a typical exit interview.

#### *Return of University property*

The return of all property of the institution, including but not limited to keys, ID cards, University credit cards, and electronic equipment is required no later than the final day of employment. All technology access ends immediately after the staff member’s last date of employment.

### [Family Relationships with Respect to Employment](#)

The personnel policies of the University permit the employment of members of the same family, including husbands and wives, provided, of course, that the University has need for the services and that all such persons offered employment fully meet the qualifications for the positions to be filled. Except as approved by the President of the University, an immediate family member may not be hired or assigned to a position if such employment would create a conflict of interest or a direct or indirect supervisor/subordinate relationship with a family member.

For the purposes of this policy, “immediate Family” includes the following: the employee’s spouse, brother, sister, parents, children, step-children, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and any member of the employee’s household not otherwise designated herein.

# Compensation

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## Pay Procedures

Exempt employees, as defined by the Federal Fair Labor Standards Act (FLSA), are paid an annual salary amount and are expected to carry out their expressed responsibilities without overtime pay. Non-exempt employees, as defined by FLSA, qualify for paid overtime rates (time-and-a-half) for hours worked in excess of forty hours per week.

Annual salaries for faculty and exempt employees with 9-month or longer contracts are divided into 26 equal installments and paid bi-weekly. Remuneration for exempt employees contracted for less than 9 months will be pro-rated and paid in equal bi-weekly amounts over the period of service. All salary payments are made, either by check or, at the option of the employee, by direct deposit.

## Withholdings

Amounts withheld from the paycheck are normally deducted from the gross amount of the monthly salary, unless a salary reduction or redirection agreement is signed by the employee and accepted by the University. Payroll deductions include the following:

- West Virginia income tax
- Federal withholding tax
- F.I.C.A. tax
- Housing rentals (for employees residing in University housing)
- Retirement premiums (for those who choose to participate)
- Medical, dental, and vision premiums (for those who choose to participate)
- Flex Spending Account payments (for those who choose to participate)
- Charitable Contributions to the University (for those who choose to give through payroll deduction)

## Benefits

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### Eligibility for Fringe Benefits

#### *Full-Time Faculty*

Faculty will be considered to be full-time employees and therefore eligible for all fringe benefits except holiday and vacation benefits if their contracts are for at least 9 months and they consistently teach at least 9 credit hours per semester, which is currently three-quarter time of a full load.

#### *Part-Time Faculty*

Part-time faculty will be considered eligible for participation in some fringe benefit programs as described below, on a pro-rated basis, if they teach at least 12 credit hours per year or have equivalent responsibilities.

#### *Staff Personnel*

“Seasonal employees” are defined as employees scheduled to work fewer than 120 days. Seasonal employees are not eligible for benefits.

After one year of service, employees who are scheduled to work at least 32 hours per week over a 12-month period are eligible for long-term disability benefits.

Non-seasonal employees who are scheduled to work on average at least 20 hours per week are eligible for health insurance and life insurance benefits.

Employees who are scheduled to work at least 20 hours per week in a 12-month period are eligible for short-term disability and vacation benefits. For employees in a 12-month period working less than a normal full-time week but at least 20 hours per week, short-term disability and vacation benefits will be pro-rated based on a percentage of the normal full-time work week. However, persons who are initially employed at age 65 or over are not eligible for short-term disability benefits.

Professional staff and executive officers who work at least a 10-hour week in a 12-month period are eligible for TIAA-CREF participation at the time of employment. Employees hired on an interim appointment are not eligible for this benefit.

#### *Retired Personnel*

Employees who retire with at least 10 years of continuous service are eligible for certain benefits as described in the sections that follow.

### Health Insurance

#### *Eligibility*

Full-time faculty and staff employees are eligible for health insurance benefits. Part-time faculty who teach at least 12 credit hours per year or have equivalent responsibilities and staff employees scheduled to work at least 20 hours per week over a 12-month period are eligible for

health insurance benefits at a higher rate of employee contribution compared to full-time faculty and non-faculty employees.

#### *Election and Premiums*

The University provides a comprehensive plan of health insurance. Employees may elect coverage at the time of employment or during a period of open enrollment offered annually. Enrollment or changes in coverage may also be made in the event of certain life events experienced by the employee (e.g., change in marital status, change in employment of a spouse, having a baby, adopting a child, loss of dependent's eligibility).

Details of the plan, including coverage, options, and employee contribution will be made available by the human resources office to the employee at the time of employment or enrollment. The University plan is annually renewed in January at which time the plan's coverage, options, and/or employee contribution are subject to change.

#### *Flexible Spending Plan*

Before the start of each Plan Year (January 1), employees can elect to have some of their upcoming pay contributed to the Flexible Spending Plan. The money will be placed in special funds or accounts out of which employees may pay for medical expenses not covered by insurance. The portion of the employee's salary that is paid to this Plan will not be subject to income or social security taxes, allowing employees to use pre-tax dollars to pay for medical expenses which are normally paid for with taxable dollars. Expenses for which this money may be used include such items as insurance deductibles, co-pay amounts, eye exams, dental work, and dependent care. Portions of the fund that are not used by the end of the Plan year are NOT returned to the employee. Employees who receive reimbursement through this Plan may not claim an income tax credit or deduction for the expense.

Except in certain limited situations as described in the Plan document, employees cannot change their election to participate or their contribution amounts until the beginning of the next Plan Year.

NOTE: Employees do not have to enroll in the University's health insurance plan in order to participate in the Flex Spending Plan. Employees who meet the conditions for participation the health insurance plan may enroll in the Flex Spending Plan even if they do not enroll in the health insurance plan.

#### *Coverage and Long-Term Disability*

During Long-Term Disability Leave, the employee's health benefits shall continue at the same contribution rates as if the employee were working full-time.

#### *Medicare Supplement*

Current employees who reach 65 years of age and are participating in the University's health insurance plan must coordinate their coverage with Medicare. If these employees register with Social Security, they are automatically covered under Medicare-Part B. In regard to Medicare-Part A, employees have two options:

- Make Medicare-Part A primary and the University's health plan secondary at age 65
- Make the University's health plan primary and Medicare-Part A secondary age 65
- Unless otherwise notified, Medicare will assume the University's health plan is primary and Medicare-Part A secondary. The University recommends this option.

*Employees on Long-Term Disability* – Employees age 65 and older who are on long-term disability are subject to different laws regulating health care provided by employers. For these employees, the University’s health care administrator will inform the University of Medicare requirements and give instructions to be followed. The University will then inform the employee of the guidelines he or she must follow.

#### *Discontinuation*

The University will discontinue employees and any of their covered dependents from the health insurance plan at the conclusion of employment. Employees and/or their dependents may continue on the plan for up to 18 months as COBRA participants if they elect to do so within 60 days of being discontinued from the plan, and if they continue to pay premiums on time.

#### *Dental and Vision Insurance*

The University offers optional dental and vision insurance separately from the health insurance plan. Employees eligible for health insurance benefits are also eligible for dental and vision insurance. The plan year, enrollment and changes in coverage criteria are identical to those defined for health insurance benefits.

## Retirement Benefits

#### *Social Security*

For all employees, the University participates in the Social Security and Medicare Programs of the federal government. As required by law, the University deducts a percentage of the employee’s wages and contributes a like amount from its own funds to the employee’s credit with the Social Security Administration. Both the percentage deduction and the benefits are fixed by law and are subject to legislative changes. Benefits are paid upon retirement, at age 62 or later.

Ministers who contribute to Social Security on a “self-employed” basis are required to file for and receive benefits under the “self-employed” regulations.

#### *TIAA*

The primary University retirement program is provided under a Contract with Teachers Insurance and Annuity Association (TIAA). Participation is at the option of the employee.

#### *Eligibility*

Full-time faculty under a 9-month or longer contract, part-time faculty who teach at least 12 credit hours per year or have equivalent responsibilities, and all professional and executive staff who are scheduled to work at least a 20-hour week in a 12-month period, and support staff who are scheduled to work at least 30 hours per week in a 12 month period are eligible for TIAA-CREF at the time of employment. Employees holding interim appointments and temporary or seasonal employees are not eligible for this benefit.

#### *Contributions*

For all eligible employees the employee contributes 6% of salary and the University contribution is determined by the Board of Trustees on an annual basis.

### *Basis for Calculating University Contributions*

The basis for determining the University's contribution will be the base 9 and 12-month salary, excluding teaching or other overload pay, summer contracts, and stipends for divisional or departmental chairpersons.

### *Cash Withdrawals from TIAA Accounts*

Persons no longer employed by the University may withdraw 100% of TIAA premiums and accumulations, subject to fund restrictions.

### *Tax-Deferred Annuities*

On March 10, 1973, the Board of Trustees approved the plan of Tax-Deferred Annuities as established in Section 403 (B) of the Internal Revenue Code. This optional plan is offered to any employees eligible for TIAA and is administered through TIAA. Persons interested in this optional retirement benefit should contact the Human Resources Office for information and contracts.

### *American Baptist Ministers and Missionaries Benefit Board (M & M)*

The University participates in the Ministers and Missionaries Benefit Board (M& M) retirement plan of the American Baptist Churches, U.S.A., for those employees who are eligible for TIAA and who were members of the M&M plan at the time of their initial employment with the University. Following are the provisions of this participation.

The University contribution is at the same level as employees who elect to participate in TIAA benefits. The employee contributes the difference between the University contribution and the amount required for participation in M & M.

The University will assume full monetary responsibility for an employee's premium payments during periods of total disability.

## [Life Insurance](#)

### *Eligibility*

Full-time faculty, part-time faculty who teach at least 12 credit hours per year or have equivalent responsibilities, and non-faculty employees who work at least 20 hours per week in a 12-month period are eligible for life insurance benefits. Coverage begins at the time of employment, and the University underwrites all basic premiums. Additional coverage is available at the employee's expense.

### *Amounts of Insurance*

The minimum amount of insurance is \$5000. Employees whose annual salary is more than \$5000 per year will receive an additional \$1000 of coverage for each additional \$1000 in salary, to the nearest \$1000. These amounts apply separately to Term Life and Accidental Death-Dismemberment.

At age 65, and every 5 years thereafter, an employee's life insurance and accidental death and dismemberment benefits will be reduced by 35% of the amount of the then current salary.

#### *Termination*

For employees who have resigned, have been terminated, or have retired with fewer than 10 years of continuous employment, life insurance coverage will terminate either on the date of termination of employment or on the date last worked of any school term, whichever is earlier. Employees who retire after 10 years or more of continuous employment may continue the life insurance policy with \$1000 coverage

#### *Conversion*

Upon termination of employment, but no later than 31 days from the date of termination of employment, the employee may contact the life insurance company and request that his or her coverage be converted to an individual policy. This individual insurance shall become effective at the end of the 31st day following the day of termination of employment, provided the premium is paid to the insurance company by the effective date.

### Tuition Remission

#### *Dependents of Current, Deceased and Retired Employees*

Dependents of all full-time employees (except for the short-term and interim Employees described below) and dependents of all deceased or retired employees (who retire with at least 10 years of continuous service) who were full-time employees of the University at the time of death or retirement, and who qualified for these benefits at the time of death or retirement, are eligible for tuition remission benefits at the rate at which the employee qualified for these benefits at the time of death or retirement. For the purpose of determining the eligibility of dependents for tuition remission benefits, full-time faculty on at least a 9-month contract, non-faculty employees who work at least 35 hours per week in a 12-month period, and full-time professional staff on a 10-month contract will be considered full-time employees. Dependents of deceased or retired employees must provide documentation that verifies that they were dependents of the deceased or retired employee at the time of the employee's death or retirement, and that the employee was a full-time employee of the University at the time of death or retirement. IRS tax forms and payroll records of the deceased or retired employee that indicate dependency status and full-time employment will be accepted as appropriate documentation. Persons seeking this benefit must enroll at Alderson Broaddus University before their 25th birthday, or within two (2) years of the death or retirement of the deceased or retired employee, whichever comes last. In order to maintain this benefit, the student must maintain continuous enrollment at Alderson Broaddus University through the graduation of the student. These benefits apply only to tuition costs. If the dependent is also a full-time employee of the University, the full-time employee benefit supersedes the dependent benefit.

Full-time executive staff and full-time faculty at the rank of Assistant Professor or above are eligible for tuition 100% tuition remission for dependents at the time of initial employment. All other full-time employees are eligible for 100% tuition remission for dependents after one year of service.

To be eligible for tuition remission benefits, the employee or the dependent must demonstrate that appropriate applications have been submitted for state and federal assistance, and that any additional supporting documents have been completed and submitted for assistance from state and federal grant programs. Employees and dependents must also be in compliance with the University's Satisfactory Academic Progress Policy to be eligible for the tuition remission award.

If the dependent student receives state and/or federal grant assistance (for example, The WV Higher Education Grant or the Federal Pell Grant) or other grant assistance from sources external to the University (for example, Veterans Benefits, Vocational Rehabilitation), the amount of such assistance will be deducted from the dependent student's tuition cost before the remission benefit amount is determined. For those receiving a WV Higher Education Grant, West Virginia Promise Scholarship, Federal Pell Grant, Academic Competitiveness Grant (ACG), and/or National SMART Grant, 75% of the Pell Grant, ACG Grant, and National SMART GRANT and 100% of the WV Grant and WV Promise Scholarship will be deducted from the tuition cost before the remission benefit amount is determined.

If the appropriate applications and documentation are not submitted, the University will determine the amount that the dependent student would have received if application and proper documentation had been submitted and will then deduct that amount from the dependent's tuition cost before the remission benefit amount is determined. For those students who would have been eligible for a Pell Grant, ACG Grant, National SMART Grant, WV Higher Education Grant and/or a WV Promise Scholarship, 75% of the Federal Pell Grant, ACG Grant, and/or National SMART Grant and 100% of the WV Higher Education and/or WV Promise Scholarship the dependent would have received will be deducted from the tuition cost before the remission benefit amount is determined.

The dependents of employees may also be eligible to receive University grants and scholarships. However, the amounts of such University grants and scholarships (with the exception of University Work: CWS or CWI) will be deducted from the tuition remission benefit amount.

When dependency status between the employee and the student ceases, the tuition remission fringe benefit also terminates at the end of the then current semester. Dependency status is determined at the time of enrollment each semester using the standards applied by the Internal Revenue Service for determining dependency for tax purposes.

Tuition remission for dependents is not available to employee dependents beyond the first baccalaureate degree earned at any college or university. Nor will the tuition remission benefit be available to dependents who have used four years of tuition exchange benefits at a college or university participating in the Council of Independent Colleges' Tuition Exchange Program or the American Baptist Tuition Exchange Program. The benefit is not available for any graduate courses offered by the University.

#### *Short-Term and Interim Employees*

Employees who work at the University only because they or their dependents are students at the University, and employees holding interim or acting appointments will not qualify for the tuition

remission benefit for dependents. However, the employee will be eligible for the tuition remission benefit to employees, as described below.

### *Full-Time Employees*

Full-time employees may enroll for up to 15 semester hours during the academic year (May through the following April) without paying tuition, subject to the following provisions:

An employee may register for only one course per semester or term. With special permission of the supervisor, however, for one (and only one) term or semester of an academic year, the employee may register for two courses. This limitation does not apply to employees on leave or vacation during the semester or term in question.

An employee may be away from work for only one course during each work day. All arrangements for time away from work must be approved in advance, in writing, by the supervisor.

Time away from the job during the work day must be made up on a schedule approved in advance, in writing, by the supervisor. Hourly employees must clock out when they attend classes.

### *Part-Time Employees*

For part-time employees working at least 20 hours per week in a 12-month period, the tuition remission benefit is available for dependents at one-half the rates stated in section A above. In addition, part-time employees working at least 20 hours per week in a 12-month period may enroll for up to 7 semester hours during the academic year (May through April) without paying tuition, subject to the provisions outlined in section C above.

### *Arrangements for Tuition Remission Benefits*

Eligibility for tuition remission benefits will be determined by the Director of Human Resources. Sufficient credentials should be provided by the employee to validate eligibility. Arrangements for tuition remission benefits should be made with the Director of Financial Aid prior to registration. Tuition remission is made on the basis of the tuition charge as listed in the current Alderson Broaddus University Catalog.

### *Tuition Exchange Programs*

Tuition remission at certain other colleges is available through the University's memberships in the Council of Independent Colleges' Tuition Exchange Program and in the American Baptist Tuition Exchange Program. For both these programs, anyone eligible for tuition remission at Alderson Broaddus University is eligible for similar consideration at other member colleges. The Vice-President for Enrollment Management coordinates arrangements for such benefits.

## Sick Leave and Short-Term Disability

### *Sick Leave*

After thirty (30) calendar days of continuous eligible employment, full-time faculty and non-faculty employees covered by this handbook who are scheduled to work at least twenty (20)

hours per week in twelve month period and who are unable to work because of sickness, or bodily injury, or pregnancy, can be paid by the University for up to fifteen (15) days of sick leave at their regular rate of pay.

Sick leave accumulates at the rate of one day per month beginning with the first day of employment, not to exceed fifteen (15) days of accumulation at any time. Sick leave will not be paid in less than half day increments.

Absences of more than three consecutive days must be supported by a medical certificate documenting the need for the absence in order to be eligible for sick leave pay. Absences resulting from work-related injuries that are awarded Worker's Compensation income replacement pay will not be eligible for sick leave pay. Sick leave may be paid for absences of not more than three consecutive days resulting from a family member requiring the employee's personal care.

Unused accumulated sick leave will not be paid upon termination of employment with the University.

Sick leave is to be reported to the division/department chair or immediate supervisor as soon as possible in order to make arrangements for the department. Currently, staff is to report the sick leave on the leave form provided with each pay voucher. For staff persons paid on a monthly basis the form is to be signed by the employee and supervisor and returned to human resources by the 10th of the following month. Hourly personnel are requested to have the form turned in every two weeks. Division/department chairs should keep a record of the sick leave taken by faculty.

#### *Short-term Disability*

After one (1) year of continuous, eligible employment, full-time faculty and non-faculty employees covered by this handbook who are scheduled to work at least twenty (20) hours per week in a twelve-month period and who are unable to work because of sickness, or bodily injury, or pregnancy, for more than seven (7) consecutive work days, can be paid by the University at 100% of their regular pay as a short-term disability benefit for up to four (4) weeks of continuous leave resulting from the same disability plus two (2) weeks for each full year of eligible service the employee has provided the University. In no instance, however, will the period of time for which short-term disability benefits are payable for any one disability exceed twenty-six (26) weeks.

Successive periods of disability separated by less than four (4) weeks of full-time work shall be deemed one period of disability unless the later disability is due to a cause or causes not related to the prior disability.

Short-term disability pay will commence on the eighth work day of consecutive absence or, if later, the end of accumulated sick leave. However, persons initially employed at age 65 or over are not eligible for short-term disability benefits.

Short-term disability benefits will not be paid in less than one day increments.

Disability for these purposes is defined as being completely unable to perform the material and substantial duties of the employee’s regular job due to sickness, or bodily injury, or pregnancy and not performing any other occupation for which the employee is reasonably qualified by education, training, or experience. The employee must be under the regular care of a physician, other than him or herself or a member of his or her family. The University reserves the right to require the employee utilizing this benefit to the above definition.

Employees receiving at least six weeks of short-term disability benefit will be expected to begin the application process for long-term disability coverage with our provider of that benefit.

Absences resulting from work-related injuries that are awarded Worker’s Compensation income replacement pay will not be eligible for short-term disability benefit.

When sick leave is expected to be longer than eight (8) days, employees should report to the division/department chair or immediate supervisor. The division/department chair or immediate supervisor should notify the human resources department as this is needed to begin the process of short term disability and possibly long-term disability. The human resources department will contact the employee if further information is necessary, which may include documentation from the attending physician.

### Long-term Disability Benefits

After one year of service, full-time faculty and non-faculty employees who work at least 32 hours per week in a 12-month period are provided with long-term disability insurance at no cost to the employee.

Total disability is defined as “you are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury and you have a 20% or more loss in your indexed monthly earnings due to the same sickness or injury.”

After 6 months of total disability, the plan pays 60% of base salary up to a maximum benefit of \$4500 per month, less the sum of the benefits from other sources, for as long as the total disability continues, with the limitations following age or time limits:

<u>Age When Disability Starts</u>	<u>Age or Time Limit</u>
Less than 60	To age 65
60 but less than 65	4 ½ years
65 but less than 68 ½	to age 70
68 ½ or over	1 year

Under the provisions of the long-term disability insurance policy, individual premium payments to TIAA retirement policies can be waived during periods of total disability. For eligible employees who hold retirement policies with the Ministers and Missionaries Benefit Board (M&M), the University will assume full monetary responsibility for such premium payments during periods of total disability.

The above benefits are coordinated with Social Security and/or Workers' Compensation and are not in addition those payments. This inclusion may not apply to actively employed personnel aged 70 and above.

## Vacation

### *Eligibility*

Employees who work at least 20 hours per week in a 12-month period are eligible for vacation benefits. For employees in a 12-month period working less than a normal full time week but at least 20 hours per week, vacation benefits will be pro-rated based on a percentage of the normal full-time work week.

Less than 12-month contract employees, temporary employees, and employees scheduled to work less than 1,040 hours per year do not accumulate paid vacation.

Faculty normally do not accumulate vacation pay but are granted academic holidays and recesses as announced, unless otherwise designated by their contract. Academic recess periods do not apply to employees eligible for paid vacations.

All vacation time taken must be approved in advance by the employee's supervisor.

### *Accumulation of Paid Vacation*

Full-time, 12-month executive and professional staff employees accumulate paid vacation at the rate of 2 days per month up to 24 days per year.

Support staff accumulate paid vacation as follows:

- First five years of service (1-60 months): 1 day per month up to 12 days per year.
- Over five through ten years of service (61-120 months): 1 ½ days Per month up to 18 days per year.
- Over 10 years of service (121 months or more): 2 days per month up to 24 days per year.

Regular, part-time employees accumulate vacation in proportion to their annual schedule (i.e. ¾ time staff accrue ¾ days). Employees with two appointments that fall under different classifications will be granted the vacation benefits associated with the position which is considered to be the primary position, as determined in consultation with the supervisors involved.

Vacation time accumulates during time worked and during absences covered by paid sick leave and paid vacation.

Vacation days shall not be accumulated in excess of twice the annual accumulation and shall not be taken in less than full-day amounts. When an employee's accumulation of vacation days reaches twice the annual amount, no additional days will accumulate in addition to that amount.

Employees may not be granted pay in lieu of taking vacation time except upon retirement, resignation, termination, or partial reduction in hours of appointment. If the hours of an employee's appointment are reduced, payment is made for all vacation time accumulated in excess of the maximum accumulation allowed for the reduced appointment.

Accumulated vacation time is first available for use during the calendar Month following the one in which it is accumulated, except that paid vacation may not be taken during the first 3 months of employment.

### *Scheduling Vacations*

Each department is responsible for scheduling vacation so as not to interfere with the operation of the department and so as to allow each employee to receive his or her accumulated vacation time each year. Departments that experience "slack" periods may require that vacations be taken during these times. If possible, employees should be informed in advance of constraints on vacation scheduling. Within these constraints, every effort should be made to satisfy the employee's request for particular dates.

### Holidays

Holidays are designated by the University on an annual basis and usually include the following:

- Martin Luther King
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the Friday after Thanksgiving
- Christmas Eve Day through New Year's Day

When these days fall on Sunday, the following Monday will be considered the holiday. When these days fall on Saturday, the preceding Friday will be considered the holiday.

Holidays will be paid to those staff who are on duty or on pre-approved paid leave immediately prior to and following the holiday.

An institutional holiday falling during a scheduled period of vacation is NOT charged against accumulated vacation.

If an employee is approved to be on short-term disability or on sick leave during a designated holiday, the employee shall be paid for short-term disability or sick leave, and not in addition to the holiday. If an employee is on approved leave due to a workers' compensation claim and the employee is paid by Workers' Compensation for medical leave, the employee will not be paid for the medical leave in addition to the holiday.

## Leaves of Absence

Sabbatical leaves of one semester are at full salary. Sabbatical leaves of one year are at half salary. Sabbatical leaves for employees who are one-half time for full year are granted full salary. Other leaves of absence may be granted either with or without salary.

### *Fringe Benefits for Salaried Leaves*

For eligible Faculty-Staff on salaried leaves (not to exceed 24 months, with guarantee to return), the University will continue normal contributions to fringe benefits. The employee must arrange with the Business Office and Human Resources Office to continue his or her personal contributions to the various benefit programs.

### *Fringe Benefits for Leaves without Salary*

For unsalaried leaves with no guarantee of return, the employee may elect to participate in fringe benefit plans by contributing the full premium cost. The exception to this is the life insurance policy, which will be terminated during the leave.

## Maternity Leaves

Women on maternity leave because they are unable to work due to complications of pregnancy or the aftermath of childbirth are eligible for short-term disability as described in the section on short-term disability benefits. All fringe benefits are maintained during the leave. Normal delivery without complications to the mother will be considered to warrant 6 weeks of disability benefits. Extensions beyond the 6 weeks must be supported by a medical certificate from the attending physician.

The total length of job protected leave (combined paid and unpaid) available for the birth of a child is up to 12 work weeks as required by the Family Medical Leave Act (FMLA) Please see the Human Resources Office to discuss extended leave for the birth of a child.

## Family Medical Leave Act

### *Definitions*

“Eligible employee” means any employee who has been employed for at least 12 months and worked not less than 1250 hours over the previous 12-month period.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition which requires in-patient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provided.

### *Interpretation*

If there are inconsistencies between the policies and procedures enumerated below and the Family Leave Act, the Act will prevail.

### *Leave Requirement*

An eligible employee is entitled to 12 weeks of leave during the 12-month period measured forward from the first date the employee takes FMLA leave for the following reasons: birth, adoption, or assumption of foster care of a child; serious health condition of an employee’s son, daughter, spouse, or parent; an employee’s own serious health condition.

The right to take a leave after the birth, adoption, or assumption of foster care of a child expires at the end of the 12-month period following the birth or placement and may not be taken intermittently or on a reduced leave schedule unless the employee and the University agree otherwise. Leave to care for a family member with a serious health condition for one's own serious health condition may be taken intermittently or on a reduced leave schedule when medically necessary, with proper certification.

Leave may be unpaid. The employee or the University may elect to substitute accrued paid vacation leave or paid personal leave for a family leave due to the birth or placement of a child or to care for a family member with a serious health condition. The University will substitute any accrued sick leave and/or short-term disability for a family leave due to an employee's own serious health condition. Such substitute leaves will be considered part of the total required family leave; that is, will be deducted from the 12-week total required by the law.

When the need for a leave is foreseeable, the employee must provide reasonable prior notice. When a medical treatment or supervision is planned, the employee must make a reasonable effort to schedule leave so as not to unduly disrupt the University's operations, subject to the approval of the health care provided of the employee or employee's family member.

#### *Certification*

Before granting leave, the University requires medical certification stating the date on which the serious health condition commenced, the probable duration of the condition, and medical facts regarding the condition. For purposes of medical leave, such certification must also confirm that the employee is unable to perform the functions of his or her position. For purposes of leave to care for a family member, the certification must include an estimate of the amount of time that the employee is needed to provide care. The University may require, at its own expense, a second medical opinion. Should first and second opinions differ, the University may require at its own expense the opinion of a third health care provider, jointly approved by the University and the employer. This third opinion shall be binding. The University may also at its own expense require periodic recertification during the leave.

#### *Leave types for employees who are relatives of "service members"*

*Qualifying Exigency Leave:* an eligible employee is entitled to take up to 12 work weeks of leave during any 12-month period for a "qualifying exigency" (as defined under regulations to be issued by the DOL) arising because the employee's spouse, son, daughter, or parent is on active duty (or has been notified of a call or order to active duty) in the Armed Forces in support of a contingency operation" (a specified military operation).

*Service Member Care Leave:* an eligible employee who is the spouse, son, daughter, parent, or next of kin (i.e., nearest blood relative) of a covered service member is entitled to take up to 26 work weeks of leave during a 12-month period to care for the service member.

#### *Employment and Benefits Protection*

The Family Leave Act entitles any employee upon return from leave to be restored to the same or equivalent position. The University may require periodic reporting on the employee's intention to return to work.

Taking leave will not result in the loss of any benefits earned before the leave. The employee's pre-existing health benefits will be maintained during any leave, and employee health insurance will be maintained at the same levels and at the same contribution rates as if the employee were working full-time. Life insurance coverage will continue to be maintained by the University. However, University payments to the retirement plan will cease during periods of unpaid leave.

### Funeral Leave

All full-time employees will be granted a total of 3 paid funeral leave days per year. This leave is non-cumulative and is to be used for leave associated with the death of immediate members of the family, including spouse, parents, children, siblings, parents-in-law, and grandparents. Any days taken beyond 3 days will be considered as sick leave. The funeral leave allotment will roll over on September 1 and may not be accumulated from one year to the next. No reimbursement will be made if the leave is not taken.

### Jury Duty Leave

All regular (not temporary) employees, whether full- or part-time, will be granted Jury Duty Leave if called for duty and if approved for the leave by their supervisor. This leave will be compensated by the University if the employee is scheduled to be at work on the days called for duty. The pay will be reduced by any Jury Duty fee received for that day other than reimbursement for Jury Duty expenses.

## Performance and Conduct Policies

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### Expectations for Conduct and Performance

Employees at Alderson Broaddus University are expected to exemplify personal integrity, honesty, and respect while maintaining a commitment to quality service to all of its constituencies as they conduct themselves in their professional activities. Implementation of these standards and expectations is both an individual and a community responsibility.

Although each employee is expected to strive to live out these virtues and to perform the tasks of his or her position in a satisfactory or exemplary manner, directors and supervisors are responsible for maintaining standards of performance and conduct, communicating and defining expectations and following the appropriate procedures for review and resolution.

In the event it is necessary to take disciplinary action for misconduct or poor performance against a staff member, the following procedures will be followed (disciplinary procedures for Faculty are outlined in the Faculty Handbook):

- The employee will be given three (3) warnings. The first will be verbal. The second and third will be written.
- If the improper behavior continues, the employee will be terminated.
- Appeals of termination will be heard first by the President of the University. If resolution is not reached, the procedures are as follows:
  - An appeal in writing by the individual concerned to the Chairperson of the Board of Trustees.
  - Review by the Chairperson of the Board, who will decide
    - If authorized and established procedures have been followed, that the matter requires no further investigation, or alternately,
    - That the matter should be referred to the Personnel Committee of the Board for investigation and decision.

Notwithstanding the above, an employee will be immediately terminated if there is evidence of gross misconduct. Non inclusive examples of gross misconduct are harassment, breaches of security, theft, moral, and sexual misconduct and falsification of information.

### Alderson Broaddus University's Policy Prohibiting Discrimination and Harassment

Alderson Broaddus University is committed to providing and maintaining a learning and working environment that is free from any form of illegal discrimination or harassment in accordance with federal, state and local law, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Americans with Disabilities Amendments Act, the Age Discrimination in Employment Act, the West Virginia Human Rights Act, and their implementing regulations. Specifically, the University prohibits discrimination or harassment on the basis of sex, age, race, color, national origin, ancestry, blindness, disability, religion, veteran status or any other characteristic protected by federal, state and local law.

Such discrimination or harassment will not be tolerated from anyone, including faculty members, staff members, students, visitors, contractors, vendors or any other individuals providing services to the University. Any student or employee of the University who has a complaint of discrimination or harassment prohibited by this policy should use the complaint procedure set forth in this document.

## **Definitions**

*Unlawful Discrimination* – Unlawful discrimination includes treating an individual differently than another individual with respect to the terms and conditions of employment or education on the basis of the individual’s sex, age, race, color, national origin, ancestry, blindness, disability, religion, veteran status or any other characteristic protected by federal, state and local law.

*Harassment* – Harassment includes any type of unwelcome conduct, whether written, verbal or physical, that has the effect of creating a hostile, intimidating or offensive environment based upon a person’s sex, age, race, color, national origin, ancestry, blindness, disability, religion, veteran status or any other characteristic protected by federal, state and local law.

*Sexual Harassment* – Sexual harassment is defined as sexual advances, requests for sexual favors, and other inappropriate verbal, written or physical conduct of a sexual nature where (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment or education; (2) submission to or rejection of such conduct by an individual is used as the basis for employment or education decisions affecting the individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual’s academic or professional performance or creating an intimidating, hostile or offensive work or educational environment. This includes any form of sexual violence or misconduct.

*Sexual Misconduct* – May include, but is not limited to, rape, forcible sodomy, forcible oral copulation, sexual assault with an object, sexual battery, forcible fondling, threat of sexual assault, sexual violence, domestic violence, dating violence and stalking.

*Sexual Violence* – Physical sexual acts engaged without the consent of the other person or when the other person is unable to consent to the activity. Sexual violence includes sexual assault, rape, battery, and sexual coercion, domestic violence, dating violence, and stalking.

*Domestic Violence* – Abuse committed against an adult or a minor who is a spouse or former spouse, cohabitant or former cohabitant, a person similarly situated under domestic or family violence law, anyone else protected under domestic or family violence law, or someone with whom the abuser has a child, has an existing dating engagement relationship, or has had a former dating or engagement relationship.

*Dating Violence* – Violence committed by a person 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 party’s statement and with consideration of the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

*Stalking* – Defined as behavior in which a person repeatedly engages in conduct directed at a specific person that places that person (1) in reasonable fear of his or her safety or the safety of others; or (2) to suffer substantial emotional distress.

*Complainant* – The individual who was allegedly subject to unlawful discrimination or harassment.

*Respondent* – The individual who is accused of subjecting the Complainant to unlawful discrimination or harassment.

*Business Days* – Includes days when the University is open and excludes weekends and holidays when the University is closed.

### Title IX Policy and Procedures

In accordance with the requirements of Title IX, the University does not discriminate on the basis of sex in its education programs and activities. Questions regarding Title IX may be referred to the University's Title IX Coordinator or to the Office of Civil Rights of the United States Department of Education. The University's Title IX Coordinator can be contacted as follows:

Matthew Sisk, Title IX Coordinator  
101 College Hill Rd.  
Philippi, WV 26416  
304-457-4356  
[siskmr@ab.edu](mailto:siskmr@ab.edu)

### **Confidentiality**

In order to comply with Family Educational Rights and Privacy Act (FERPA), Title IX, other state and federal laws and to provide an orderly process for the presentation and consideration of relevant information without undue intimidation or pressure, the investigation process is not open to the general public. Accordingly, documents prepared during the investigation may not be publicly disclosed, except, as may be authorized/required by law or per the terms of these procedures and/or if necessary to provide for the defense of the University.

The Title IX/AA/EEO Coordinator attempts to balance the needs of the parties for privacy with the institutional responsibility of ensuring a safe educational environment and workplace. Confidentiality is an aspiration, but is not always possible or appropriate. An individual's request regarding the confidentiality of reports of discrimination or harassment, including, but not limited to, sex offenses, will be considered in the dual contexts of the institution's need to conduct a thorough investigation and ensure a working and learning environment that is free from discrimination, harassment or sexual misconduct and the rights of the accused to be informed of the allegations and their source. Some disclosure will be necessary to ensure a complete and fair investigation and to insure that the institution meets its obligation under Title IX. The institution may be limited in response and investigation if confidentiality is requested.

### **Complaint Procedure**

Any suspected incidents of discrimination or harassment should be immediately reported in writing to the University's Title IX Coordinator. If the complaint involves the Title IX Coordinator, or if the person raising the complaint does not feel comfortable addressing it to the Title IX Coordinator, the complaint should be reported in writing to the Vice President for Administration. Any questions regarding Title IX compliance should be directed to the Title IX Coordinator.

If a Complainant fears for his or her safety on campus, the Complainant should notify the Title IX Coordinator. The Title IX Coordinator will assess the necessity of any interim remedies or accommodations to protect the safety of the Complainant or the community, including changing class schedules or living arrangements, or more serious measures such as interim suspensions or no-contact orders.

### **Informal Resolution**

Alderson Broaddus University allows informal resolution options when the parties desire to resolve the situation cooperatively, or when inappropriate behavior does not rise to the level of violation of University policy as determined by the Title IX Coordinator, but nonetheless is adversely affecting the workplace or educational environment. Informal resolution may include an inquiry into the facts, but typically does not rise to the level of an investigation.

Informal resolution includes, but is not limited to, options such as referral to another campus office or program, mediation, separation of parties, referral of the parties to counseling programs, or conducting targeted educational and training programs. Situations that are resolved through informal resolution are usually subject to follow-up after a period of time to ensure that resolution has been implemented effectively. Steps taken by the Title IX Coordinator to help the parties achieve informal resolution will be documented. A Complainant has the right to end the informal resolution process at any time and request a formal investigation. Allegations of sexual misconduct cannot be resolved through the informal resolution process.

### **Investigation**

If informal resolution is unsuccessful or if the Complainant opts not to participate in informal resolution, the Title IX Coordinator or the Vice President for Administration shall conduct a prompt, thorough and impartial investigation into the complaint allegations. The investigation shall include interviewing the Complainant, the Respondent and any witnesses who are likely to have knowledge regarding the allegations. The investigator shall also review any documents or other tangible forms of evidence relating to the complaint allegations. Both the Complainant and Respondent may present any witnesses or other forms of evidence to be considered by the investigator. This investigation shall be completed within 60 business days of receiving the complaint, unless extenuating circumstances exist which make this timeframe unreasonable. In the event of such extenuating circumstances, to be determined in the sole discretion of the investigator, the Complainant and Respondent shall be informed in writing of the need for an extension of time to complete the investigation, not to exceed an additional 10 business days. Upon the conclusion of the investigation, the investigator shall issue a written determination stating that either the information gathered through the investigation does indicate that it is more likely than not that discrimination, harassment or other inappropriate misconduct occurred OR that the information gathered through the investigation does not indicate that discrimination,

harassment or other inappropriate misconduct occurred. A copy of this determination shall be provided to both the Complainant and the Respondent within the same 24-hour period.

If the investigator determines that there was a violation of the University's Policy Prohibiting Discrimination and Harassment, the investigator shall make a recommendation to the Provost/Executive Vice President of Academic Affairs for appropriate corrective and disciplinary action to be taken, with the exception of discrimination cases involving third-party companies, in which case the investigator will make a recommendation to the President of the University. The Provost/Executive Vice President of Academic Affairs or the President, as applicable, shall decide the appropriate corrective and disciplinary action to be taken within five business days of receipt of the recommendation from the Title IX Coordinator. Refer to the Student Handbook for a list of possible sanctions.

### **Retaliation**

There will be no retaliation against any individual who makes a good faith report of discrimination or harassment or participates in or cooperates with any investigation of alleged discrimination or harassment.

### **Appeal**

If either the Complainant or Respondent objects to the findings of the investigator, he/she may file a written appeal to the Vice President of Administration or the Title IX Coordinator, whomever did not investigate the complaint, within 10 business days of receiving the written findings. After receiving the written appeal, the Vice President of Administration or the Title IX Coordinator shall convene a Hearing Committee comprised of the following persons: Vice President of Administration or Title IX Coordinator (whomever was not involved in the underlying investigation), Hearing Committee Chairperson; two faculty members to be appointed annually by the University President to serve on the Hearing Committee; and two staff members to be selected by the University President. The Hearing Committee Chairperson shall schedule a hearing on the appeal within ten business days of receiving the written appeal. At the hearing, both parties will be given an opportunity to make an opening statement, present witnesses, submit documents or other forms of tangible evidence and make a closing statement. Within five business days of the conclusion of the hearing, the Hearing Committee shall submit a written determination to the University President reflecting the Committee's determination that either (1) the evidence presented does indicate that it is more likely than not that discrimination, harassment or other inappropriate misconduct occurred; (2) that the evidence presented does not indicate that it is more likely than not that discrimination, harassment or other inappropriate misconduct occurred; or (3) that the sanctions imposed were disproportionate to the scope of the discrimination. If the Hearing Committee determines that there was a violation of the University's Policy Prohibiting Discrimination and Harassment, the Committee shall make a recommendation to the University President for appropriate corrective and disciplinary action to be taken. The University President shall make the final decision as to the appropriate corrective and disciplinary action to be taken, if any, within 10 business days of receiving the Hearing Committee's recommendation. Both parties will receive written notification of the Hearing Committee's decision within the same 24-hour period.

Where a violation of this policy is found, the University will take necessary action to prevent further discrimination and/or harassment. The University will also remedy any discriminatory effects on a Complainant and others, as appropriate.

### Sexual Misconduct Policy

Sexual misconduct is unacceptable and will not be tolerated at Alderson Broaddus University. Accordingly, Alderson Broaddus University urges an individual to make a formal report if that individual is the victim of sexual misconduct, has knowledge of another person being the victim of sexual misconduct, or believes in good faith that he/she has witnessed a possible warning sign of sexual misconduct. A report of sexual misconduct will be dealt with promptly. Confidentiality cannot be guaranteed, but will be maintained to the greatest extent possible.

All members of the Alderson Broaddus University community, including but not limited to students, faculty (including adjunct faculty), staff, volunteers and independent contractors, are subject to this policy.

Violators will be subject to disciplinary action that may include termination, expulsion, suspension, removal from campus, cancellation of contract, other appropriate institutional sanctions or any other means necessary to address the behavior. Prosecution by local authorities may also occur.

### **Sexual Misconduct**

For purposes of this policy, “sexual misconduct” is defined as any attempted or actual act of non-consensual or forcible sexual touching at the expense of another such as inducing fear, shame, or mental suffering. This would include, but is not limited to, fondling, kissing, groping, attempted intercourse (whether oral, anal, or genital), penetration or attempted penetration with a digit or any other object. The victim of sexual misconduct may be anyone, including but not limited to, adults, adolescents, minors, the developmentally disabled, and vulnerable individuals regardless of age.

Sexual misconduct may include, but is not limited to, rape, forcible sodomy, forcible oral copulation, sexual assault with an object, sexual battery, forcible fondling, threat of sexual assault, sexual violence, domestic violence, dating violence and stalking. Below are additional definitions.

*Sexual Violence* – Physical sexual acts engaged without the consent of the other person or when the other person is unable to consent to the activity. Sexual violence includes sexual assault, rape, battery, and sexual coercion, domestic violence, dating violence, and stalking.

*Domestic Violence* – Abuse committee against an adult or a minor who is a spouse or former spouse, cohabitant or former cohabitant, a person similarly situated under domestic or family violence law, anyone else protected under domestic or family violence law, or someone with who the abuser has a child, has an existing dating engagement relationship, or has had a former dating or engagement relationship.

*Dating Violence* – Violence committed by a person 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 party's statement and with consideration of the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

*Stalking* – Defined as behavior in which a person repeatedly engages in conduct directed at a specific person that places that person (1) in reasonable fear of his or her safety or the safety of others; or (2) to suffer substantial emotional distress.

*Consent* - Silence does not in and of itself constitutes consent. "Consent" requires speech or conduct indicating a freely given, un-coerced agreement to engage in sexual contact. Consent may not be inferred from silence or passivity alone and a current or previous relationship is not sufficient to constitute consent. Consent may be withdrawn at any time prior to or during a specific sexual act by either person.

To be valid, the person giving consent must be physically and mentally able to:

- understand the circumstances and implication of the sexual act;
- make a reasoned decision concerning the sexual act; and
- communicate that decision in an unambiguous manner.

There are a number of factors which may limit or negate a person's ability to consent to a sexual act. These include impairment due to the influence of alcohol or drugs (illegal or prescription), a person's mental or physical impairment of which the other person is aware or should reasonably have been aware, unconsciousness, and fear or coercion. Victims of sexual misconduct should not be discouraged from coming forward due to illicit drug use or alcohol consumption. The University's first priority in these cases is to investigate and resolve complaints.

This policy does not address acts of sexual harassment, which may also be considered sexual misconduct, but are dealt with in a separate, but related, policy titled "Alderson Broaddus University's Policy Prohibiting Discrimination and Harassment."

### **Background Checks**

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

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

Alderson Broaddus University performs pre-employment background checks on all new employees as a condition of employment.

Alderson Broaddus University performs background checks on adjunct faculty as soon as possible after they have been appointed and before they commence working.

Background checks are not required on current employees with the exception of those employees changing positions. For current employees changing positions, including those filling interim positions, a background check is only required when the new position increases the impact of the perceptible risk factor (contact with protected persons). If an employee experiences a position

change within the same or greater perceptible risk factor, a new background check needs to be conducted if it has been five or more years since the last background check.

Alderson Broaddus University performs background checks on all camp counselors and program leaders prior to their performing the duties or participating in the activity qualifying them for this requirement.

All third-party users of campus facilities, including summer camps, are responsible by contract for complying with these background check standards in regards to their employees, volunteers and subcontractors.

All third-party contractors and vendors working on campus are responsible by contract for complying with these background check standards in regards to their employees, volunteers and subcontractors.

## **Definitions**

### **Camp Counselors and Program Leaders**

This policy defines Camp Counselors and Program Leaders as those students, faculty, staff and volunteers who in the course and scope of their employment or service to Alderson Broaddus University conduct activities at or on behalf of Alderson Broaddus University and come in contact with protected persons.

### **Protected Persons**

This policy defines Protected Persons to include minors, developmentally disabled individuals, regardless of age, and vulnerable individuals, regardless of age. Vulnerable individuals include those who are mentally incapacitated, whether temporarily or permanently, for any cause including, but not limited to, intoxication, drugs, or mentally incompetence.

### **Minors**

A person aged 17 and younger.

### **Confidentiality of Information**

Alderson Broaddus University will make every effort reasonably possible to preserve the privacy of an individual who makes a report under this policy. However, confidentiality cannot be guaranteed. The degree to which confidentiality can be protected depends upon Alderson Broaddus University's duty to respond to the information reported and the professional role of the person being consulted, under FERPA, Title IX, and other state and federal laws.

Confidentiality is an aspiration, but is not always possible or appropriate.

Further, information may need to be provided to an accused individual to afford that person an opportunity to meaningfully respond. The University official being consulted should make these limits clear before the disclosure of any facts.

If a student is involved, the case will be heard by the Title IX Coordinator, unless there is a conflict with the Title IX Coordinator, in which the case will be heard by the VP of Business &

Finance. If a faculty/staff member is involved, the case will be heard by the VP of Business & Finance, unless there is a conflict, in which the case will be heard by Title IX Coordinator.

As required by law, all disclosures to any Alderson Broaddus University employee of an on-campus act of sexual misconduct are tabulated for statistical purposes without personal identifying information. Further information regarding disclosure can be found on page 6.

### **Training**

A sound sexual misconduct prevention training program prioritizes awareness directly tied to prevention, along with strategies for a proactive response once a warning sign emerges.

1. Sexual misconduct prevention training is required for members of the Alderson Broaddus University campus community according to the following schedule:
2. New faculty and staff, within six months of hire;
3. All faculty and staff - annually.
4. Camp counselors and program leaders prior to their performing the duties participating in the qualifying activity.
5. All individuals who participate in a sexual misconduct investigation or resolution.
6. New Students – annually.
7. Current Students – annually.
8. Campus Safety – biennially.

### **Options Following an Act of Sexual Misconduct**

A member of Alderson Broaddus University's community who is the victim of sexual misconduct, has knowledge of another person being the victim of sexual misconduct, or believes in good faith that he/she has witnessed a possible warning sign of sexual misconduct as defined by this policy is urged to make a formal report to the police. Additionally, or alternatively, a complaint should be immediately reported in writing to the University's Title IX Coordinator. If the complaint involves the Title IX Coordinator or the person raising the complaint does not feel comfortable addressing it to the Title IX Coordinator, the complaint should be reported in writing to the Vice President for Business and Finance.

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

### **Resources for Persons affected by the Sexual Conduct Policy**

#### ***On-Campus***

- Director of Counseling Services
- Campus Chaplain
- Chief Student Affairs Officer
- Residence Directors and other Residence Life Staff
- Campus Safety
- Title IX Coordinator
- Student Conduct Coordinator

\*Director of Counseling Services and Campus Chaplain can maintain confidentiality.

### *Off-Campus*

- Broaddus Hospital, Davis Memorial, or United Hospital Center, Emergency Departments
- Police Department
- FRIS (West Virginia Foundation for Rape Information and Services)
- Women's Aid in Crisis (WAIC)
- 24 Hour Crisis Lines
  - WAIC - 1-800-339-1185
  - National Sexual Assault Hotline – 1-800-656-HOPE
  - National Domestic Violence Hotline - 1-800-799-7233 | 1-800-787-3224 (TTY)

### **Medical Treatment**

A person who is the victim of sexual misconduct is urged to seek appropriate medical evaluation as promptly as possible. The following medical options near or on the campus are available:

- For life-threatening conditions, call 911
- Student Health Services at Myers Clinic
- Broaddus Hospital, Davis Memorial or United Hospital Center, Emergency Departments
- Medical-Legal Evidence Collection

A person who is the victim of sexual misconduct is encouraged to request collection of medical-legal evidence during evaluation at an emergency department. Collection of evidence entails interaction with police and a police report. Prompt collection of physical evidence is essential should a person later decide to pursue criminal prosecution and/or a civil action. The victim can collect evidence at the time of incident without deciding whether to file official police report.

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

A person who is the victim of sexual misconduct is encouraged to obtain information, counseling, and support. Counselors at a variety of agencies, both on and off-campus, can help a person decide what steps to take, such as seeking medical attention, preserving evidence, obtaining counseling, or filing a report with authorities. **These services are available to members of the campus community regardless of whether a formal report of sexual misconduct is made.**

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

The degree to which confidentiality can be protected depends upon whether Alderson Broaddus University can maintain confidentiality while conducting a thorough investigation and the professional role of the person consulted. . The scope of confidentiality should be addressed by that professional person before specific facts are disclosed. On-Campus Services are available via the Director of Counseling Services

### **Formally Reporting an Act of Sexual Misconduct**

See reporting policy under the Harassment and Discrimination Policy.

## **Policy Enforcement**

### **Disciplinary Action**

All reported allegations of sexual misconduct will be reviewed and properly investigated pursuant to the complaint procedure contained in the University's Policy Prohibiting Discrimination and Harassment. For third parties and vendors, the University President will decide appropriate action to be taken, including, but not limited to, removal from campus, cancellation of contract or any other means necessary to address the behavior.

### **Non-Retaliation**

Alderson Broaddus University prohibits retaliation against any individual who in good faith reports an incident of sexual misconduct or the possible witnessing of the warning signs of sexual misconduct. Alderson Broaddus University also prohibits retaliation against any individual who cooperates with an investigation regarding any matter covered by this policy.

### **Improper Conduct during an Investigation**

Any member of Alderson Broaddus University's community who provides knowingly false information or who refuses to cooperate in an investigation related to this policy will be subject to disciplinary action, up to and including expulsion, suspension, termination, removal from campus, cancellation of contract or any other means necessary to address the behavior.

## **Institutional Responses**

### **Public Information**

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

### **Public Notification of Incidents**

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

\*See also the University's Policy Prohibiting Discrimination and Harassment."

## **Consensual Romantic or Sexual Relationships Between Faculty, Staff and Students**

When individuals involved in a consensual romantic or sexual relationship are in positions of unequal power at the university, there is the potential for a conflict of interest, favoritism, and exploitation. In order to protect the integrity of the university academic and work environment, this policy outlines limitations on consensual romantic or sexual relationships between faculty, staff and students at Alderson Broaddus University.

### *Definitions*

For the purpose of this policy, *consensual romantic or sexual relationships* means relationships of a romantic, dating, and/or sexual nature entered into with consent of both parties. For the

purpose of this policy, *supervisory or evaluative authority* is the power to control or influence another person's employment, academic advancement, or extracurricular participation, including but not limited to, hiring, work conditions, compensation, promotion, discipline, admission, grades, assignments, supervision of dissertations, recommendations, financial support, or participation in extracurricular programs.

#### *Consensual Romantic or Sexual Relationships and Evaluative Authority*

When individuals involved in a consensual romantic or sexual relationship are in positions of unequal power at the university, such as faculty-student, graduate assistant-student, supervisor-supervisee, advisor-advisee, coach-student, senior faculty-junior faculty, senior staff-junior staff, or faculty-staff, there is the potential for a conflict of interest, favoritism, and exploitation. These relationships may be less voluntary than the person with greater power perceives, or circumstances may change and conduct that was once welcome may become unwelcome. The fact that a relationship was initially consensual does not insulate the person with greater power from a claim of sexual harassment. Further, a party's professional or academic reputation may suffer due to perceptions of favoritism or exploitation. Moreover, such relationships may lead to restricted opportunities, or a perception thereof, for others in the work or academic environment.

To protect the integrity of the university academic and work environment, Alderson Broaddus University requires that when a consensual romantic or sexual relationship exists or has existed between people in positions of unequal power at the university, the person with the greater power must not hold any Page 3 supervisory or evaluative authority over the other person in the relationship, except as provided below. A special rule applies for faculty-student and coach-student relationships (see 2.0 below). If such a consensual relationship exists or develops, the person in the position of greater power must immediately report the relationship to his or her department chair, dean, or the Vice President of Academic Affairs (in the case of a faculty member), or the Director of Human Resources (in the case of a staff member). It is the responsibility of both the person with the greater power in the relationship and the individual to whom the relationship is reported to ensure that the party with the greater power is removed from any supervisory or evaluative authority over the other party to the relationship. In extraordinary circumstances where removal of supervisory or evaluative authority is not practicable, the parties must work with the department chair, dean, and the Office of the Provost (in the case of a faculty member), or the Office of Human Resources (in the case of a staff member) to determine whether a written management plan can be developed to manage the conflict of interest. Failure to comply with the notification, removal, or management plan requirement is a violation of this policy.

#### *Consensual Romantic or Sexual Relationships Between Faculty and Students and Coaches and Students*

Consensual romantic or sexual relationships between faculty and students or coaches and students, even absent any supervisory or evaluative authority, may lead to unanticipated conflicts of interest since a teacher's or coach's influence and power may extend beyond the classroom, department, or team. There is always the possibility that the faculty member or coach may unexpectedly be placed in a position of power over the student. Due to the institutional power differential in faculty-student and coach-student relationships, there is the inherent risk of coercion and the perception by others of exploitation.

**When undergraduate students are involved, the difference in institutional power and the inherent risk of coercion are so great that no faculty member or coaching staff member shall enter into a romantic, dating, or sexual relationship with a Alderson Broaddus University undergraduate student, regardless of whether there is a supervisory or evaluative relationship between them.**

Romantic or sexual relationships between faculty and graduate/professional students are also problematic. No faculty member shall enter into a romantic, dating, or sexual relationship with an Alderson Broaddus University graduate/professional student under his/her supervision. Should such a relationship begin, the department chair must be notified promptly so that arrangements for alternative supervision and removal of evaluative authority can be made.

If the faculty member and graduate/professional student are in the same department or affiliated with the same graduate or professional program, the possibility exists that the faculty member may influence evaluation or academic or career advancement of the student even if the faculty member does not directly supervise the graduate/professional student. Relationships between a faculty member and a current student within the same department or affiliated with the same graduate or professional program as the faculty member must be disclosed by the faculty member to his/her department chair promptly upon the beginning of the relationship. Management of such relationships will be considered on a case-by-case basis, and, when possible, will lead to development of an appropriate plan in consultation with the department chair, dean, and the Vice President for Academic Affairs.

Accommodations for pre-existing relationships between a faculty member and a prospective student will also be considered on a case-by-case basis, and, when possible, will lead to development of a management plan in consultation with the department chair, dean, and the Office of the Provost. Failure to comply with the required notification, removal of evaluative authority or management plan is a violation of this Policy.

#### *Consequences of Violations of this Policy*

If any faculty, staff, or student of Alderson Broaddus University violates the terms of this Policy, disciplinary action will be taken in accordance with relevant disciplinary procedures contained in the relevant handbooks, policies, procedures, practices, or contracts. Violations of this policy will result in disciplinary actions, which can include, but are not limited to, written warnings, loss of privileges, mandatory training or counseling, probation, suspension, demotion, exclusion, expulsion, and termination of employment, including revocation of tenure.

#### **Confidentiality Policy**

The work performed at Alderson Broaddus University often involves sensitive or restricted information. Therefore, all employees are expected to respect the confidentiality of information entrusted to them. Disclosure of restricted/confidential information may be considered gross misconduct and as such may result in formal disciplinary action up to, and including, termination.

## Conflict of Interest Policy

The University recognizes the importance of protecting the agency while preserving the rights of employees to participate as private citizens in the life of the community. However, situations may arise where the employee or an organization or company in which he/she maintains an interest, has a direct or indirect competing interest with the Universities activities. The conflict of interest may result in the employee being in a position to benefit from the situation or in the University not being able achieve a result that is in its best interest.

Conflict of interest includes, but is not limited to situations

- Where an employee's private affairs or financial interests are in conflict with their work duties, responsibilities and obligations, or result in a public perception that a conflict exists;
- Which could impair the employee's ability to act in the best interest of the University;
- Where the actions of an employee or volunteer would compromise or undermine the trust that the public places in the University.

An employee is required to disclose to the University through his/her supervisor any situation which may represent a conflict of interest between the employee and the University.

## Tobacco Policy

The use of all forms of tobacco, including but not limited to cigarettes, cigars, pipes, water pipes (hookahs), bidis, kraters, vaporizers, electronic cigarettes, smokeless tobacco, snuff, and chewing tobacco are prohibited in the residence halls and in all other buildings on the campus of Alderson Broaddus University.

In order to promote smoke-free areas at the entryway of University facilities and to recognize the rights of smokers to participate in smoking activities outdoors, individuals who wish to participate in smoking related activities must be at least 25 feet away from all University facilities.

Alderson Broaddus University is committed to the education of students, faculty and staff regarding tobacco use through the periodic offering of programming aimed at prevention and early intervention.

## Alcohol and Drug Policy

Alderson Broaddus University Special Notice to Students and Employees The following information must be provided annually to each student and employee under the auspices of the Drug Free Schools and Communities Act Amendments of 1989 (Public Law 101-226). This information is a summary of more complete documents concerning student conduct in general and alcohol and drug abuse in particular. For more detailed information, see the human resources director or the University counselor

## Philosophy

Alderson Broaddus University is concerned with both the welfare of the entire University community and for educational reasons as a church-related institution of higher education, prohibits the possession, use, distribution, and sale of alcoholic beverages, controlled substances, and illegal drugs as defined by State Law and Federal Code on University premises and at all

University-sponsored activities. The University strives to create a healthy environment where the use of alcohol or drugs does not interfere with learning, performance, or development. The abuse of alcohol and/or drugs disrupts the University environment and places the well-being of the members of the University community at risk. It is important for all members of the community to take responsibility for preventing the illegal and/or improper use of alcohol or drugs from adversely affecting the community's learning environment and the academic, physical, spiritual, and emotional well-being of its students and employees.

The Regulation Briefly stated, Alderson Broaddus University as an entity supports the laws and regulations of the United States, the State of West Virginia, Barbour County, and the City of Philippi. Each employee as a responsible member of the University community is expected to do the same. As a part of these laws and regulations, the unlawful possession, use or distribution of alcohol, illicit drugs, or any other controlled substance on campus or as a part of any University-related employment or activity is prohibited.

The Risks Alcohol and drug abuse are prohibited not simply because they are in violation of the law, but because of the demonstrated health risks associated with their use.

#### *Substance & Potential Hazards of Use Alcohol*

Alcohol use causes a loss of concentration and judgment, slowed reflexes, and disorientation leading to higher risks of accidents and dangerous or problem behavior. Alcohol use also creates a risk of liver and heart damage, malnutrition, cancer and other illnesses. Some people may be more susceptible to alcohol addiction than others.

#### *Alcohol Policy*

The possession, use, distribution, or sale of alcoholic beverages on University premises or at University-sponsored activities is strictly prohibited.

#### *Drug Policy*

The possession, use, distribution, or sale of illegal drugs and drug paraphernalia is strictly prohibited. Employees found to be involved in possession, use, distribution or transportation, on or off campus, will be subject to consequences as described below. The University counselor and University chaplain are available to discuss in confidence matters concerning drug use.

If convicted of violating criminal laws or found in violation of campus regulations concerning alcohol or drugs, you may be subject to both civil and University disciplinary action.

#### *Drug and Alcohol Free Workplace*

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol is prohibited in the workplace. As part of the terms of employment, each employee is required to abide by this prohibition. Violations of the University alcohol policy will be referred to an employee's immediate supervisor and/or the member of the President's Staff responsible for the area of University operation involved.

#### *Violation of the Drug Policy*

Each employee is required to notify the President of Alderson Broaddus University of any criminal drug statute conviction for a drug violation occurring in the workplace. This notification must occur within five days of the conviction. Any employee who has been convicted of violating a drug-related statute is automatically subject to the sanctions that would apply to an employee found to have violated the University's workplace drug policies.

The University will initiate disciplinary action against any employee found to have violated the University's drug-free workplace policies regardless of whether any criminal proceedings are in progress. Furthermore, the University will cooperate fully with appropriate law enforcement officials, including the reporting of any drug violation that comes to the attention of University officials.

#### *Penalties for Violation*

The employee will, at a minimum, be required to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, or local health, law enforcement, or any other appropriate agency.

The employee may, at the discretion of the administration, be dismissed from employment.

#### [Computing and Networking Resources Acceptable Use Policy](#)

The Alderson Broaddus University Acceptable Use Policy (AUP) promotes the efficient, ethical, and lawful use of Alderson Broaddus University's computing and networking resources. The University's computing systems, networks and associated facilities are intended to support the University's mission and to enhance the learning environment. Alderson Broaddus University's policy regarding the appropriate use of University computing and networking facilities and the ethics of personal behavior apply to the use of all forms of electronic communication and access.

Email is the University's official form of communication. Students are expected to check their email daily.

#### **Rights and Responsibilities**

Faculty, staff, and students may use University-owned computing equipment for instructional, research, or administrative purposes. Access to and use of Alderson Broaddus University computer facilities, campus telephone and data networks, electronically stored data, software, and the internet shall comply with all federal and West Virginia state laws as well as the rules and regulations of the University. Misuse of these computer facilities, networks, software, and the internet are violations of law and may be charged as such. By using Alderson Broaddus University's computing facilities, resources, networks, and the internet, all users agree to the rules, regulations, and guidelines contained in this Acceptable Use Policy.

Computers and networks can provide access to resources on and off-campus, as well as the ability to communicate with other users worldwide. Such open access is a privilege, and requires that individual users act responsibly. Users must respect the rights of other users, respect the integrity of the systems and related physical resources, and observe all relevant laws, regulations, and contractual obligations. The University's computers and networks are a shared resource, for

use by all faculty, staff and students. ***Any computer or network use that inhibits or interferes with the use of this shared resource by others is prohibited.*** The University will routinely scan access logs, collect and analyze traffic data, and monitor network utilization to ensure reasonable use. Violations will result in immediate loss of computer and/or network privileges.

Students and employees may have rights of access to information about themselves contained in computer files stored in University-owned systems, as specified in federal and state laws. In addition, system administrators may access user files stored on University-owned systems as required to protect the integrity of the computer systems. Following organizational guidelines, system administrators may access or examine files or accounts that are suspected of unauthorized use or misuse, or that have been corrupted or damaged.

Students and employees shall be responsible for the backup and security of all user-created files. The Office of Information Technology (OIT) will regularly backup all files stored on designated file servers allowing for recovery of most lost or damaged files. However, the University will not be responsible for any user-created files that are unrecoverable.

It is a violation of this policy to:

- Intentionally and without authorization, access, alter, interfere with the operation of, damage or destroy all or part of any computer, computer system, computer network, computer software, computer program, or computer database.
- Give or publish a password, identifying code, personal identification number or other confidential information about a computer, computer system, computer network or database.
- Willfully exceed the limits of authorization and damage, modify, alter, destroy, copy, disclose, or take possession of a computer, computer system, computer network or any other University computing facility.
- Willfully, fraudulently and without authorization gain or attempt to gain access to any computer, computer system, computer network, or to any software, program, documentation, data or property contained in any computer, computer system or computer network.
- Use another person's name, password, identifying code or personal identification to access a computer system, network, or to send electronic mail.

### **University Provided Computer Resources**

The following guidelines apply to anyone using computing resources provided by the University, including but not limited to computer labs, campus network, and Internet access:

- Loading of third-party software on any University owned computer system is subject to authorization by the OIT
- The transfer of copyrighted materials to or from any system, or via the University network without the express consent of the owner of the copyrighted material may be a violation of Federal Law, and is classified as a felony under State Law.
- University developed or commercially obtained network resources may not be re-transmitted outside of the University. Examples include newsgroups and Library databases such as ProQuest.

- It is the responsibility of each individual to protect his/her login and password for any computer related account. The account holder is responsible for all activities to and from his/her account. The account holder may not share his/her account with anyone else and should never disclose his/her password to anyone for any reason.
- Any attempt to circumvent system security, uncover security loopholes, guess other passwords or access codes, or in any way gain unauthorized access to local or network resources is strictly forbidden and violation is grounds for immediate expulsion from the University.
- Under no circumstances will any individual be permitted to use their network connection or computing privileges for commercial purposes. You may not advertise any commercial products. Any commercial use of University facilities is explicitly prohibited by the University and is grounds for the loss of network privileges.
- Inappropriate mass mailing is forbidden. This includes multiple mailings to newsgroups, mailing lists, or individuals, e.g. “spamming,” “flooding,” or “bombing.”
- Displaying obscene, lewd, or sexually harassing images or text (those without serious literary, artistic, political, or scientific value) in a public computer facility or location that can be in view of others is forbidden. Access to sexually explicit and other materials will be limited to no greater degree than access to print and visual materials found in most academic library collections.
- Interfering with, interrupting, or obstructing the ability of authorized users to use the University’s computer or networking systems is prohibited.
- Networking equipment such as routers, switches, wireless access points, etc., or any computers serving as such devices may not be connected to the network without the explicit permission of OIT.

### **Private Computers Connected to the University Network**

The following guidelines apply to anyone connecting their private computer to the University network.

- You, the owner of the computer, are responsible for compliance with all of the guidelines in the AUP as well as the behavior of all users on your computer, and all network traffic to and from your computer, whether or not you knowingly generate the traffic.
- A private computer connected to the network may not be used to provide access to the network for others who are not authorized to access the University systems. The private computer may not be used as a router or bridge between the University network and external networks, such as those of an Internet Service Provider.
- Should the networking staff of the University have any reason to believe that a private computer connected to the University network is using network resources inappropriately, network traffic to and from that computer will be monitored. If justified, the system will be disconnected from the network, and action taken by the appropriate authorities.
- Any residential student, with an authorized network account may use their Residence Hall connection for scholarly purposes, for official University business, and for personal use, so long as the usage: (1) does not violate any law or this policy, (2) does not involve extraordinarily high utilization of University resources, or substantially interfere with the performance of the University network, and (3) does not result in commercial gain or profit.

- Due to the possibility of a breach in the University’s computer network security, students and employees are not permitted to connect a computer to the University’s network and an external Internet Service Provider **AT THE SAME TIME**. Students who prefer to use an external ISP must notify OIT prior to connecting their computer to the external ISP network.
- Users are responsible for the security and integrity of their systems. In cases where a computer is compromised, it is recommended that the system be either shut down or be removed from the campus network as soon as possible in order to localize any potential damage and to stop the attack from spreading. **If you suspect electronic intrusion or hacking of your system and would like assistance contact OIT immediately.**
- The following types of servers should never be connected to the University network: DNS, DHCP, BOOTP, WINS, or any other server that manages network addresses. In addition, computers or devices providing web, FTP or other services designed to share files and/or content may be connected to the University network only with the permission of OIT.
- The University will not be responsible for any damage to private computers, including hardware systems, software systems, files, and/or data that may result from connecting to the University Network
- In addition to all the guidelines contained in the AUP, users of the Residence Hall Network must comply with the following regulations:
  - Use of a connection shall be limited to one computer at a time. Insuring proper use of the connection shall be the sole responsibility of the student to whom the connection has been assigned.
  - Software which allows “sniffing” of network packets is explicitly prohibited.
  - The student is responsible for defense against any and all viruses which may be propagated via the network, and it is recommended that an anti-virus program be loaded for protection. Problems with network connections should be reported immediately to OIT.

### **Cooperative Use**

The Alderson Broaddus University computing environment is a shared resource. As such, all users of the University computer and network resources are urged to follow some basic guidelines to help enhance the work and learning of all who are a part of the University community.

- Users should refrain from overuse of information storage space, printing facilities, processing capacity, and/or bandwidth
- Users should refrain from overuse of interactive network utilities (video conferencing, gaming, etc.)
- Users should refrain from use of sounds and visuals, or any other activity, which might be disruptive to others
- Users should refrain from use of any computing resource in an irresponsible manner

### **Legal and Ethical Use**

It is important that members of the University community be aware of the intellectual rights involved in the unauthorized use and copying of computer software. Alderson Broaddus University endorses the following statement of Software and Intellectual Rights that was

developed through EDUCAUSE, a non - profit consortium of Universities and universities committed to the use and management of information technology in higher education.

“Respect for intellectual labor and creativity is vital to academic discourse and enterprise. This principle applies to works of all authors and publishers in all media. It encompasses respect for the right to acknowledgment, right to privacy, and right to determine the form, manner, and terms of publication and distribution.”

“Because electronic information is volatile and easily reproduced, respect for the work and personal expression of others is especially critical in computer environments. Violations of authorial integrity, including plagiarism, invasion of privacy, unauthorized access, and trade secret and copyright violations, may be grounds for sanctions against members of the academic community.”

Computer facilities and files owned by others should be used or accessed only with the owner’s permission. Viewing or using another person’s computer files, programs or data without authorized permission is unethical behavior and will not be tolerated. Such behavior, if used for personal gain, is plagiarism. Ethical standards apply even when the material appears to be legally unprotected. Improper use of copyrighted material may be illegal. The unauthorized copying of any software that is licensed or protected by copyright is theft.

Illegal uploading and downloading of copyrighted works through peer-to-peer (P2P) file sharing and other means of sharing and distribution are **STRICTLY PROHIBITED**.

A list of acceptable legal sites for downloading and using content is maintained by EDUCAUSE at <http://www.educause.edu/legalcontent>.

### **Summary of Civil and Criminal Penalties for Violation of Federal Copyright Laws**

Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement.

Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or “statutory” damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For “willful” infringement, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys’ fees. For details, see Title 17, United States Code, Sections 504, 505.

Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense.

For more information, please see the Web site of the U.S. Copyright Office at [www.copyright.gov](http://www.copyright.gov), especially their FAQ’s at [www.copyright.gov/help/faq](http://www.copyright.gov/help/faq).

## **Electronic Communications**

The University provides e-mail (Gmail) and other communication tools through its learning management system (LMS). Users should note that e-mail systems are not private secure communications. As such, e-mail users cannot expect privacy. By using the University LMS, each user acknowledges:

- The use of the LMS and electronic mail is a privilege not a right. The LMS is for University communication, research, or campus business. Transmitting certain types of communications is expressly forbidden. This includes chain letters, pyramids, and other messages of a similar nature; the use of vulgar, obscene or sexually explicit language and messages; sending harassing or threatening material; sending derogatory, defamatory or sexual or other harassment via electronic mail; or the use of the electronic mail for discriminatory communication of any kind; or the use of e-mail for commercial or political purposes; or the use of e-mail in conjunction with or as part of any criminal activity.
- Under the Electronic Communications Privacy Act, tampering with electronic mail, interfering with or intercepting the delivery of mail and the use of electronic mail for criminal purposes may be felony offenses, requiring the disclosure of messages to law enforcement or other third parties without notification.
- E-mail messages and other electronic communications should be transmitted only to those individuals who have a need to receive them. Distribution lists should be constructed and used carefully. E-mail distribution lists should be kept current and updated regularly. Spamming is strictly forbidden.

## **Waiver of Rights**

All users that access AB University computing resources, waives any right to privacy and consents to access and disclosure by authorized University personnel of any electronic files, email, or any other transmissions created, stored, or transported using University computing resources. The University reserves the right to monitor and, if necessary, disclose the contents on a need-to-know basis of any electronic transmission, file, or communication for the purposes of troubleshooting, preventing system misuse, assuring compliance with policies, and complying with legal and regulatory requests for information. Users should recognize that under some circumstances, as a result of investigations, subpoenas or lawsuits, the University might be required by law to disclose the contents of electronic communications.

## **Disclaimer**

The University may adopt further rules and regulations to implement this policy provided that no such rules or regulations shall be inconsistent with policy set forth above.

## **Reporting Violations of Computer Use Regulations**

Violations of these regulations should be reported immediately to the Director of Information Technology Services, ext. 6331. The University will make every effort to maintain confidentiality to the extent possible consistent with other obligations.

## **Disciplinary Action**

Violations of these regulations will result in the appropriate disciplinary action, which may include loss of computing privileges, suspension, termination, or expulsion from the University, or legal action.

### Office Pet Policy

Alderson Broaddus University is responsible for assuring the health and safety of all employees, students, and visitors. In keeping with this objective, Alderson Broaddus University does not permit employees to bring their household pets to the work environment, specifically offices and other indoor locations. Animals may pose a threat of infection and may cause allergic reactions in others. Some employees may feel threatened or be distracted by the presence of animals, particularly dogs. In addition, Alderson Broaddus University wishes to prevent pets from fouling the office space or damaging university property.

### The University and Political Issues

As a private educational institution, Alderson Broaddus University has both freedom and responsibility. It has specific moral, religious, and instructional objectives set forth in its statement of purpose. The University reserves the privilege of speaking out when its wellbeing is at stake.

The University also protects the right of its Faculty-Staff members to engage in political activity with the understanding that they participate as individual citizens and not as representatives of the University.