Employee Handbook

September 1, 2023

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INTRODUCTION

Mission

The mission of Hiram College is to foster intellectual excellence and social responsibility, enabling our students to thrive in their chosen careers, flourish in life, and face the urgent challenges of the times.

Welcome to Hiram College

As a member of the faculty and staff of Hiram College, you join a collegiate community that strives to engender a spirit of respect and mutual understanding among all employees regardless of rank or title. The preeminent purpose of this community is to foster student success and to support students in making meaningful and timely progress toward a baccalaureate degree. Through effective communication, a spirit of collaboration, and a willingness to embrace the community's preeminent purpose and the changes necessary to keep that purpose alive, college employees contribute to the viability of the College and its future.

The purpose of this handbook is to provide Hiram College's professional staff, non-exempt staff, and faculty with information about the policies and practices of employment with the College. ***Professional staff*** refers to employees whose work is supervisory, administrative, or professional. Professional staff are exempt from overtime payment. ***Non-exempt*** employees at Hiram College are paid hourly and receive overtime pay in accordance with federal and state law. ***Faculty*** at Hiram College are full-time employees appointed to one of the following exempt academic ranks: ***Instructor***, ***Assistant Professor***, ***Associate Professor***, or ***Professor***. This handbook is designed to be a source of general information; it does not detail individual job or departmental responsibilities. However, all employees are expected to become familiar with the areas that apply to their employment.

If you are a new employee, welcome to Hiram; college officials look forward to your contributions in advancing Hiram's future. If you are a continuing employee, we appreciate your ongoing dedication to the College.

EMPLOYMENT

Relationship to the Faculty Academic Handbook

For employees covered by the Faculty Academic Handbook, the terms and conditions of the Faculty Academic Handbook supersede this handbook on any subject covered by the Faculty Academic Handbook.

Disclaimer, Reservation of Rights

The policies and procedures in this handbook supersede all previous written and unwritten college personnel policies, but they do not apply to the Faculty Academic Handbook. This handbook does not limit the College's right to direct its workforce. Unless restricted by law, the College reserves all rights to manage its workforce. The policies and procedures contained in this handbook do not reflect or represent every conceivable factual situation. It strives, however, to include those most often encountered. Situations may differ and will be handled as warranted by the circumstances and at the discretion of the College. The policies and procedures in this handbook are intended to be guidelines for employees, department heads, and managers. *The College retains the right to amend, add, or withdraw policies and procedures in this handbook at any time.* Within ten business days of any policy change, an update will be posted on the Human Resources tab on my.hiram.edu. In addition, the Office of Human Resources will email all employees to alert them to the policy change(s).

It is the policy of Hiram College that all employment decisions be made without regard to race, color, religion, national origin, ancestry, age, gender, sexual orientation, disability, military status, or any other characteristic protected by applicable law. Once employed, the College encourages faculty and staff to seek advancement through available opportunities on campus. Hiram College is committed to hiring the best-qualified individuals for job openings. The College will not tolerate discrimination against its students, faculty, or staff.

If an employee believes that the actions or words of a manager, supervisor, another employee, or a non-employee constitute discrimination, the employee has a responsibility to immediately report the suspected discrimination to the Executive Director of Human Resources, a department head, college officer, or any other management-level college employee with whom the reporting employee is comfortable addressing the issue. The College will investigate and address complaints of discrimination promptly. Employees are required to cooperate in any investigation. To the extent practical, the College will maintain confidentiality concerning the matter. Any employee found to have engaged in prohibited discriminatory conduct will be subject to disciplinary action up to and including discharge.

Retaliation against any employee for reporting an allegation of discrimination or participating in an investigation is prohibited. Any employee who retaliates against someone for doing so will be subject to disciplinary action up to and including termination of employment.

(See section ***Professional Conduct***)

Employment at Will

Hiram College adheres to the policy of "employment at will."

Employees may terminate their employment at any time and for any reason, with or without notice. (See Hiram College's ***Vacation Policy*** for notification requirements for an employee to receive a payout of accrued unused vacation.) Similarly, the College may terminate the employment relationship at any time and for any reason, with or without cause or notice.

No College employee or representative other than the President—in a signed written agreement authorized by the Board of Trustees—may modify the at-will nature of this policy for any employee or enter into any oral or written agreement contrary to this policy. This policy may not be modified by any statements contained in this

handbook or any other handbooks, employment applications, or other materials provided to applicants and employees in connection with their employment.

Neither this handbook, an employee's offer letter, nor any other verbal or written communication by a College representative is, or should be considered to be, an express or implied contract of employment for a definite period or any express or implied contract concerning any terms or conditions of employment. Similarly, Hiram College policies and procedures are not to be considered as creating any contractual obligation on the College's part or as instituting a requirement that termination will occur only for cause. Statements of specific grounds for termination set forth in the handbook or any other documents are examples only, not all-inclusive lists, and are not intended to restrict the College's right to terminate employees under this employment policy.

Salary and Compensation Goals

Hiram College will endeavor to create a compensation and benefits structure that rewards excellence, loyal service to the institution, and demonstrated support of the College's purpose. The College intends compensation and benefits to be a component of our talent attraction and retention strategy to employ a high-quality workforce.

The College uses the following service definitions for determining employee eligibility for specific compensation, benefits, and employee service purposes:

1. *Employee Service Recognition.* Service covers professional and non-exempt full-time staff and is based on full-time years of service with or without a break in service. Approved leaves without pay do not constitute a break in service, but such leave time does not count in calculating years of service.

2. *Compensation Plan*. When financial conditions allow, the following items may be a part of the College's compensation system:

    a) *Longevity*: A $2,000 increase to base salary for all full-time employees upon completing 20 years of full-time continuous service, and another $2,000 increase to base salary for all full-time employees after completing 25 years of full-time service.

    b) *Retirement Plan*: See Retirement Plan Summary Document for details.

General Compensation Policies

Newly hired employees are paid a salary commensurate with the responsibilities associated with their position. Subsequently, salary progress depends on job performance, aptitude, demonstrated commitment to the College's purpose, and financial capacity.

Overtime Compensation

Concerning overtime status, employees are classified according to the Fair Labor Standards Act (FLSA) requirements. Part-time and exempt employees are exempt from overtime payment. Exempt staff refers to employees whose work is supervisory, executive-level administrative, or professional, as provided in the criteria outlined in the Fair Labor Standards Act. All non-exempt employees (hourly paid employees) are eligible for overtime payment for approved hours that exceed 40 during a work week. Overtime will be paid at one and one-half (1½) times the employee's regular hourly pay rate. Employees may be expected to work reasonable overtime hours when directed. All overtime or hours worked in excess of an employee's regular schedule must be authorized in writing by a department head *before* being worked.

Time Records

The College utilizes timesheets to accurately record time worked for all part-time and non-exempt staff. Supervisors will explain the method of keeping daily time and attendance records. Employees should carefully

review each paycheck and promptly discuss discrepancies or errors with the employee's supervisor and the payroll manager. Under no circumstances may an employee record time worked for another employee or substitute time worked on one day for a time due on another. Fraudulently completing a time card is subject to immediate termination of employment.

Paydays and Direct Deposit

Depending on the position, part-time staff are paid biweekly (every other Friday) or monthly (the last business day of each month). Non-exempt staff are paid every other Friday. Professional staff are paid monthly on the last business day of the month.

Employees have their net pay directly deposited on payday into their checking or savings account in a financial institution per their direct deposit designation. Any bank, savings & loan, or credit union participating in the Automated Clearing House network throughout the country may be used. Employees can access an earnings statement each payday that provides a record of gross pay, deductions, and the amount of net pay deposited into their account. Changing banks or accounts can be done anytime by completing an authorization form posted online and in the Office of Human Resources and Payroll. Due to security concerns, direct deposit updates will ***not*** be implemented through an email request only. Confirmation will be required via in-person drop-off of the direct deposit form, or you may submit your form through encrypted email or secure fax after calling the payroll manager.

Resignation

Employees who desire to resign are asked to provide the College with an advance, ***written notice*** according to the schedule outlined below. The last day worked will be the date used to determine benefits eligibility and effective dates. The employee's final paycheck will include payment for any eligible, accrued, and unused vacation. An employee must reimburse the College or have an amount deducted from their final paycheck for vacation days that have been taken but not yet accrued at the time of termination. The Office of Human Resources Office will conduct an exit interview before the employee's last day to review all employment matters, obligations, and benefits or email the form to the employee if unable to perform the exit interview.

Notice of Other Employment

Within three (3) days of accepting employment elsewhere, Hiram faculty and staff are required to inform the Vice President in their area that they have been offered and accepted an outside position; they must also give the proper notice of departure as outlined below.

Notice for Staff Resignation

Non-exempt (hourly) staff employees must provide the College with a written notice at least two (2) calendar weeks before the last day they intend to work. Exempt staff employees must provide the College with notice of at least four (4) calendar weeks. Staff employees in a managerial or supervisory role must also provide notice of four (4) calendar weeks. Employees who do not give the appropriate amount of notice will not be compensated for accrued, unused vacation time. The College reserves the right to shorten the employee's required notice time.

Notice for Faculty Resignation

Except in the case of an emergency, no faculty member who is tenured, on tenure-track, or holds a multi-year contract should vacate a teaching role during the academic year. Given the hiring cycle in academia, faculty with such status should provide the Dean of the College with one semester's notice of a planned or confirmed resignation.

Adjunct faculty shall complete the term or semester in session before vacating any instructional post.

The College reserves the right to shorten the faculty's notice time.

Vacancies

When position vacancies occur, Human Resources typically sends a notice to campus to generate awareness about the opening and search process. Position openings are posted on the College's website (www.hiram.edu) under "Careers at Hiram." When a position is posted, internal candidates with relevant experience and requisite skills and credentials may apply for the opportunity. Such opportunities may afford internal candidates career advancement and increased compensation.

Performance Evaluations

Hiram College is dedicated to continuous feedback to promote the most effective and high-performing employment body. Therefore, performance evaluation is a developmental tool that hones skills and aptitude and measures progress toward employee and departmental goals. The performance evaluation process is designed to be interactive and communicative. The College encourages supervisors to incorporate weekly one-on-one meetings with their subordinates.

New nonexempt employees are evaluated at the 90-day work anniversary and exempt employees at the 6 months work anniversary so that they can see and hear official feedback from their supervisor. Afterward, the performance evaluation program unfolds according to the intervals and timelines set by Human Resources. In between formal evaluations, Hiram expects employees and supervisors to share feedback routinely. By giving and receiving real-time feedback, employees should be able to anticipate the strengths and weaknesses presented during the formal performance evaluation meetings.

Pregnant and Nursing Mothers' Accommodations

Per the Pregnant Workers Fairness Act (PWFA) of 2023 (an amendment to the Civil Rights Act of 1964), Hiram College will provide reasonable accommodations to employees and applicants for known limitations related to pregnancy, childbirth, and related medical conditions unless the accommodation would cause an undue hardship on the college. Possible reasonable accommodations include receiving closer parking, flexible work hours, additional break time to use the bathroom, eat, and rest, and being excused from strenuous activities, etc.

Per the Urgent Maternal Protections for Nursing Mothers Act (the PUMP Act) of 2022, the college will provide reasonable breaks for exempt and non-exempt employees to express breast milk for one year after the birth of their child. Additionally, the college will provide a location other than a bathroom shielded from view and free from intrusion from co-workers and the public to express breast milk. Requests for reasonable accommodations will be reviewed on a case-by-case basis, as some employees have their own offices, which may be sufficient.

Other legislation protecting pregnant employees and applicants is the Pregnancy Discrimination Act, also an amendment to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, as amended, and the Family and Medical Leave Act of 1993, as amended.

Employees with Disabilities

Hiram College, in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 ("ADA"), seeks to assure its employees that no individual will be discriminated against in the workplace due to a disability. Under the ADA, the term disability means: "(a) A physical or mental

impairment that substantially limits one or more major life activities of an individual; (b) a record of such an impairment; or (c) being regarded as having such an impairment."

A "Reasonable Accommodation" per the ADA may be provided to qualified employees with a disability. What constitutes a reasonable accommodation will vary from case to case, depending on the essential duties and responsibilities of the position and the needs of the qualified employee. There is no guarantee that a reasonable accommodation will exist for every situation.

The College seeks to ensure that individuals with a disability are hired and retained and have reasonable access to college-owned facilities and facilities occupied by the College under contract.

ADA Reasonable Accommodation Request Procedure

The ADA Reasonable Accommodation Request Procedure serves to verify the existence of a disability and the need for a workplace accommodation.

To request a reasonable accommodation, employees should contact Human Resources to request a copy of the required forms. Employees must return the documents to the Executive Director of Human Resources, who will then contact the medical provider for verification of disability information provided by the employee.

Upon receipt of the required medical information, the Executive Director of Human Resources will engage the employee in an interactive process to:

- ascertain the individual's precise job-related limitations and whether and how they can be assisted with a reasonable accommodation, and
- identify potential reasonable accommodations and assess the effectiveness of each.

Human Resources, with input from the employee, department management, and other necessary professionals, will determine whether or not a reasonable accommodation may be fashioned and, whenever possible, will recommend an appropriate accommodation. The reasonable accommodation need not be the one desired by the employee.

When a proposed reasonable accommodation exceeds a pre-defined amount determined by the Chief Financial Officer (CFO), Human Resources will forward a copy of the recommendation(s) to the CFO. Human Resources will inform the employee once the CFO approves the proposal. If the proposed reasonable accommodation will create an undue hardship for the college, Human Resources will open dialogue with the employee and the manager to determine if another option exists. When a reasonable accommodation is agreed to between the employee, their manager, and Human Resources, HR will monitor the situation to ensure that the agreed-upon reasonable accommodation is achieved and maintained as long as required.

Hiram College Service Animal Policy

Hiram College complies with the Americans with Disabilities Act ("ADA") in allowing the use of "service animals" and with Ohio law in allowing the use of "animal assistants" on Hiram College property to assist people (students, employees, and visitors) with disabilities in the activities of daily living. Hiram College also allows "support animals" (as defined below).

The Hiram College Service and Support Animal Policy was enacted on July 1, 2014. It defines "service animal" within ADA parameters and "animal assistant" within Ohio law parameters. Animals that qualify for either or both of these designations are officially trained to perform specific work or tasks that assist their human. Both "service animals" and "animal assistants" are reasonable accommodations recognized by federal and state law and thus recognized by the college.

A "support animal" is an animal that does not qualify as a service animal or animal assistant but provides emotional or other support to alleviate one or more identified symptoms or effects of a person's disability. Unlike the ADA-defined "service animals" or the Ohio-defined "animal assistants," "support animals" are not required to be trained to perform work or tasks, and they include additional species not defined for service animals. Support animals are *not* considered as potential ADA reasonable accommodations by the college, per federal and state law.

Policy Requirements

Employees who wish to utilize a service animal or animal assistant in a college office or other area of college property not open to the general public must meet the following requirements:

- An employee with a service animal or animal assistant must notify the Office of Human Resources and provide the appropriate documentation.

- The service animal or animal assistant must be trained to do specific tasks for the disabled employee.

The individual must comply with all applicable laws (including, without limitation, all applicable laws relating to the care of the service animal or the animal assistant) and the Hiram College Service Animal Policy.

Employees with pets on campus are not permitted to bring their pets into college buildings except for residences owned by the College. Pets must be on leash, and employees must be vigilant about waste clean-up.

Religious Accommodation

In accordance with federal and state laws and College policy, the College prohibits discrimination on the basis of religion. The College provides reasonable accommodations for sincerely held religious beliefs or practices unless doing so would impose an undue hardship on the College. A reasonable religious accommodation is an adjustment to the work environment, allowing employees to adhere to their religious beliefs. Employees seeking a religious accommodation should proactively approach their immediate supervisor ten (10) workdays before any requested accommodation to discuss the situation. If the employee is unsatisfied with their supervisor's response, they can forward their request to Human Resources for review. Human Resources will respond to the employee's request within three (3) business days.

Employment Records

The College maintains an employee personnel file for everyone employed at the institution. This file typically includes the resume and application the employee submitted at the time of hire. It often includes pertinent forms and records relating to the employee's employment, such as evaluations, promotion history, award letters, and other documents. The Office of Human Resources confidentially maintains the files and limits access to individuals who need to know, including, for example, the employee's supervisor. Employees may review and retain the contents of such personnel records upon written request. A copying expense may be charged to employees seeking to duplicate file materials. Both the College itself (via the Office of Human Resources) and the employee are responsible for keeping the information in its personnel files correct and current. Toward this end, employees are required to notify their supervisor and Human Resources of any change in their:

- name,
- address,
- telephone number,
- marital status,

- beneficiaries,
- dependents,
- emergency contacts, and
- education and training.

Medical Records

The College strives to maintain accurate medical records, including results from physical examinations and any other medical information required as a condition of employment (bona fide occupational qualification) or arising from a work-related injury or disease. These records are maintained as separate and confidential files in the Office of Human Resources. Upon written request, employees and their designated representatives have the right to see or copy the contents of such medical records. A copying expense may be charged to employees seeking this information.

Employment and Academic Review of Relatives

Employment

As a general practice, the College discourages the employment of relatives. It makes occasional exceptions, however, to this general practice if the exception is not harmful to the institution's interests. Relatives of employees may be employed if they are qualified and there is no supervisory relationship between related employees. The term "relative" means persons related by blood or marriage with a demonstrated long-term committed relationship or external business relationship. No individual may be assigned to a department supervised by a relative who has or may directly affect the individual's progress or performance. Relatives cannot work for the same immediate supervisor without prior written approval of the reporting Vice President.

Academic Review

In the context of student academic evaluation, employees are precluded from evaluating the progress or performance of relatives. Employees should refrain from having relatives enroll in a class where the employee is the instructor of record or would be instructed by the relative. If this is not possible, another employee with the appropriate expertise will serve in a support and evaluation role, as arranged with the approval of the Dean of the College.

Employee Conflict of Interest and Conflict of Effort/Commitment

Hiram College expects that work for and commitment to the institution will take precedence over all other work or service commitments. The following are examples rather than exhaustive list of potential conflicts:

- A conflict of interest may occur when an employee takes on any outside work that could jeopardize or influence, in any way, work sought, performed, prioritized, and assessed in the College's best interest. It may also occur when an employee influences or is in a position to influence college decisions for personal financial gain or benefit.

- A conflict of commitment or effort occurs when outside activities interfere with an employee's obligation to the institution. Conflicts of commitment arise from situations in which the loyalty and effort devoted to the College are in apparent conflict with other activities that detract from the obligation to the institution in terms of employee effort or loyalty. It is inappropriate for any employee to devote effort to an established or potential competitor of Hiram College.

It is understood that situations that carry the potential for conflict need not always lead to an actual conflict because of careful attention to ethics by the employee and the College. Each case is different, and many variations are possible. When in doubt, and even if the employee has no doubts but thinks that others may, they

are required to discuss potential plans or situations with the Vice President responsible for the area in which the employee works. Disclosure is the single most appropriate and acceptable method of addressing potential conflicts.

As a result of employment with the College, an employee may have access to and use information and knowledge that the College deems unique and private to the College and its employees. Employees may not use or share this information with students, alums, or anyone outside of the College in any detrimental way during or following termination of their employment. Additionally, employees may not disclose such information to any third party. Employees are not permitted to copy or remove, without express consent of the President, any confidential information of any type or description.

The use or disclosure of any non-public information, including that which the President or presidential designee has deemed as non-public, without the President's consent is not permitted. The use of such information could cause significant damage to the College. The College will hold responsible any employee who discloses such information and any third party to whom such information has been revealed to the extent permissible by college policy and applicable laws. When in doubt, employees should discuss any questions with the Vice President responsible for the area in which they are employed.

Interest in Creative Works

It is the policy of Hiram College not to interfere with the long-standing and traditional rights of the faculty and staff to write, create, produce, or otherwise generate works or products which are copyrightable, patentable, or of commercial value, on their own initiative. Any such materials written, created, produced, or otherwise generated by a faculty or staff member shall remain the exclusive property of the faculty or staff member. That person shall have the sole right of ownership and disposition unless the materials are written, created, produced, or otherwise generated "for hire." The College reserves the right to require a revocable, non-exclusive license to publish or re-publish written materials for the College's internal use.

Sales of Employee-Created Materials to Hiram Students

Materials created for a particular course shall be sold to students at cost. If materials sold to students or the College are materials for which an employee receives money, the employee must be sensitive to issues of conflict of interest as stated above.

Copyright Law Compliance Policy

All employees of the College, including but not limited to staff, faculty, and administrators, shall conduct their activities on behalf of the College, including but not limited to any research or writing activities, in compliance with all the requirements of the United States copyright laws and regulations.

As a condition of employment, each employee agrees to accept responsibility for reading and understanding the requirements of the copyright law and the policy statement and guidelines of the College.

If, however, an employee willfully, intentionally, negligently, or without good faith violates the copyright provisions, the employee shall be solely liable for all losses, damages, judgments, and costs of whatsoever kind or nature that may be incurred. Should the College be named in a legal or equitable action arising from such wrongful infringement, the employee agrees to save, hold harmless, and indemnify the College against all losses, damages, fees (including attorney fees), or other penalties, monetary or otherwise, that may be incurred as a result of such conduct.

College employees are referred to Section 107 of the Federal Copyright Law Revision of 1978 for the definition of "fair use" of copyrighted material.

Use of the College Name and Seal

The College's name and seal are the exclusive property of the College and, consequently, may not be used in connection with goods or services offered by any outside organization without the prior permission of the President. No employee shall use the College's name and seal in printed, electronic, audio, or video materials in ways that disparage or shame the institution.

Faculty and staff members publish a considerable number of reports in the form of bulletins, circulars, scientific articles, monographs, and books, some of which are copyrighted and others which are not. Material from such recognized publications is, of course, quotable, and proper recognition should be given to both the individual author and the College in connection with such quotations.

Official stationery, logo, and college name may not be used in connection with "outside activities," including but not to consulting activities or expert witness reports without the written approval of the President. No oral or written report or statement relating to outside activities may have the name of Hiram College attributed to it. The use of official college titles for personal gain or publicity is prohibited without the written approval of the President.

Please refer to the College Relations Brand Identity Guide for details on proper logo, seal, font, and color usage.

Professional Liability

The College may defend, indemnify, and hold harmless (to the extent it deems appropriate) certain employees in circumstances considered to be in the College's best interest. Guidelines surrounding such indemnification may include the following:

Procedure for Indemnification

Any employee seeking defense or indemnification must deliver to the Office of the Vice President for Business and Finance any summons, complaint, notice, or demand they have received as soon as practical (but within ten (10) days after service of such document). The employee must grant the College the absolute and continuing right to direct any litigation, appoint counsel, and settle any and all claims in a manner deemed appropriate by the College. During the formulation of any settlement proposal, the College shall give the employee prior notification of the proposal, allow the employee the opportunity to comment upon the proposal, and give reasonable consideration to any comments provided. To the extent that it is within its control, the College shall maintain the confidentiality of all settlement proposals and agreements. The employee shall give the College and its counsel complete and continual assistance and cooperation throughout the defense process of any covered claim or litigation. Failure to cooperate shall result in withdrawal of indemnification. Indemnification for defense expenses may be in advance of the final disposition of the action, suit, or proceeding. The individual to be indemnified may be required to furnish a general, unsecured obligation to repay the College if it is ultimately decided by the College, wholly at its discretion, that the individual is not entitled to be indemnified.

Indemnified Conduct

For indemnification to be provided, the individual must have acted in good faith, within the scope of the employee's employment, and in a manner that the individual reasonably believed to be in the college's best interest.

Non-Indemnified Conduct

The College reserves the right not to defend or indemnify an employee when the injury or damage results from intentional wrongdoing, gross negligence, or willful violation or disregard of college policies and procedures. The College also will not defend or indemnify an employee (1) in the event that the action or proceeding on a claim is brought by, on behalf of, or in the right of the College or (2) in the event that the action or proceeding of the claim, the employee is aligned as a party adverse to the College. Acts or failures to act by employees rendering medical, dental, nursing, legal, or other professional services not within the scope of their employment or not part of authorized or assigned duties are not included herein.

No trustee, officer, or academic officer of the College shall be indemnified or held harmless with respect to any amounts which such person shall be required (either through judgment by compromise or settlement) to pay to or on behalf of the College. Indemnification will not take place for actions including, but not limited to:

- a breach of duty or loyalty to the College,
- an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law,
- a transaction from which the individual derived an improper personal benefit, or
- an act of omission that is grossly negligent.

PROFESSIONAL CONDUCT

Standards of Conduct

Hiram College values loyalty to the institution, respect for self and others, diversity, and civility. Employees are expected to uphold and model these values as community members. The College prohibits behaviors that erode a sense of community, including but not limited to the following: activities that negatively impact or disparage the institution or any priorities the Board of Trustees or the President identify, insubordination, theft, dishonesty, intoxication or substance abuse at work, discrimination, and harassment. Violating standards such as these and unacceptable work or attendance will result in disciplinary action ranging from reprimand to immediate discharge, depending upon the seriousness of the offense as the College determines.

Disparagement

Disparagement of the institution, its trustees, its officers, employees, or students erodes enrollment, fundraising, campus morale, and the College's overall reputation. Therefore, such behavior will not be tolerated by members of the community. Employees exhibiting this behavior are susceptible to disciplinary action, including termination of employment. If employees have questions, concerns, or complaints about the institution, its officers, employees, programs, etc., they should follow the process described later in the section “Grievance Procedure.”

Anti-Harassment Policy

Hiram College is committed to maintaining an environment that fosters tolerance, sensitivity, understanding, and respect while recognizing the rights of its community members to engage in a robust exchange of ideas. The College prohibits harassment based on race, color, creed, religion, gender, national origin, citizenship, ethnicity, marital status, age, disability, sexual orientation, gender identity and gender expression, veteran or military status, or any other status protected by applicable federal, state, or local law.

Title IX of the Education Amendments of 1972 (“Title IX”) protects people from discrimination based on sex in education programs or activities that receive Federal financial assistance. Title IX states:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

To comply with both the letter and spirit of Title IX's requirements, Hiram pays close attention to all areas addressed by Title IX, including but not limited to the following: access to higher education, career education, employment, math and science, standardized testing, athletics, education for pregnant and parenting students, learning environment, and technology, as well as freedom from sexual harassment.

Retaliation Prohibited

In addition to prohibiting unlawful harassment itself, the College also prohibits all forms of retaliation taken against any person who, in good faith, reports an allegation of prohibited harassment or who participates in the investigation of any allegation of harassment.

Other Standards of Conduct

The College's position on appropriate standards of behavior applies to all interactions between Hiram College employees, faculty, staff, graduate students, undergraduate students, and administrative personnel.

Romantic Relationships with Students

Relations with students include a power dynamic. It is incumbent on those with authority to neither abuse nor seem to abuse the power they are entrusted with. Consequently, no employee with direct or indirect professional or supervisory responsibility over a student may initiate or consent to a romantic or sexual relationship with a student.

Romantic Relationships Between Employees

No supervisor with direct professional or supervisory responsibility for another college employee may initiate or maintain a romantic or sexual relationship with that employee.

Reporting Wrongful Conduct

Hiram College complies with applicable federal and state laws, regulations, and internal policies and procedures. It expects its faculty, staff, and students to do the same as they assume their duties and responsibilities. To increase the adherence to the above, the College has designed a system of internal controls and operating procedures to detect, help prevent, and deter improper activities that include but are not limited to the following: theft or inappropriate use of cash or other college property, falsification of hours worked for payroll purposes, improper spending of money through the accounts payable process, and falsification of expense reports. This policy is not intended and may not be used for personal or employment grievances, general compensation and benefit complaints, opinions on policy, etc.

Reporting Wrongful Conduct

The College encourages all faculty, staff, and students to report, in good faith, suspected or actual wrongful conduct on a timely basis. To submit a report under this policy, a faculty member, staff member, or student must complete a written statement on a form located on the College's portal and submit it to Human Resources. If the alleged wrongful conduct involves a member of Human Resources, the written statement should be forwarded to the Vice President of Business and Finance.

Faculty, staff, and students filing a report of wrongful conduct acknowledge that such a filing will prompt an investigation if deemed necessary by the College.

Acting in Good Faith

Filers of a wrongful conduct report must act in good faith and have reasonable grounds for believing the disclosed information indicates wrongful conduct. Any employee or student who knowingly or with reckless disregard for the truth gives false information or willfully or in bad faith makes a false report of wrongful conduct, or a subsequent false report of retaliation will be subject to disciplinary action up to and including termination.

Protection from Retaliation

No employee who files, in good faith, a suspected violation of law or college policy will be subject to retaliation from other employees or the College, adverse employment consequences, or harassment. An employee who retaliates against someone who has reported wrongful conduct in good faith is subject to discipline up to and including termination of employment. Any employee who believes that they have been

retaliated against after making a good faith report should report this alleged retaliation to the Office of Human Resources unless the retaliatory conduct is alleged to have been that of an employee in the Office of Human Resources, in which case the report should be made to the Vice President of Business and Finance.

Confidentiality

Officials of the College strive to keep the reporter's identity in confidence to the extent practicable within the limitations of the law, college policy, and the legitimate needs of the investigation. In addition, employees submitting a report should be aware that their public testimony might be needed to prove the case against the suspected employee. Employees should not discuss allegations outside the reporting and investigation process, especially when an investigation concludes that the alleged employee's actions were lawful or within college policy. If an employee self-discloses their identity directly or indirectly through their actions outside the official investigation process, the College is not obligated to maintain confidentiality.

Handling of Reported Wrongful Conduct

The Office of Human Resources will promptly confirm receipt to the individual who filed the report unless such report was submitted anonymously. All reports of wrongful conduct will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation. The investigative team will include the Executive Director of Human Resources, the applicable Vice President, and the department head. If the result of the investigation is that the allegation is not satisfactorily established, the investigation will be deemed complete. If the investigation confirms that a violation of law, external regulation, or college policy occurred, the Executive Director of Human Resources, the Vice President for Business and Finance, and the Vice President who oversees that department will determine, with assistance from external counsel (if needed), the appropriate action the College will take. The investigation process and rationale for resolution will be documented and attached to the initial written statement; the Human Resources Office will maintain documentation. If the wrongful conduct included misuse of funds or financial breeches, a summary of all statements and status will be provided to the Chair of the Board of Trustees' Audit Committee.

Grievance Procedure

The College recognizes that, from time to time, problems with co-workers or work situations may arise. In such instances, the employee shall communicate concerns through the grievance process outlined below.

Generally, a grievance is an allegation by an employee or a group of employees that there has been a breach, misrepresentation, or misapplication of college policy relating to issues such as compensation, benefits, or administrative-related or work-related matters. The College encourages the informal and prompt resolution of grievances. If time elapses after an employee knows or reasonably should have known the facts or event giving rise to such matter, it may not be possible to utilize witnesses or evidence that may have been applicable if timely

notification had occurred. Hence, grievances not submitted promptly (typically within ten (10) working days) may limit the College's ability to make informed decisions about the concerns.

If an employee should have a problem, special request, or a work-related issue, there are several ways to seek a satisfactory resolution. The following steps outline the resolution-seeking protocol:

Step 1: Meet or talk with the direct supervisor–ordinarily, an employee should discuss the matter with their supervisor. The supervisor typically will respond to the employee within ten (10) working days.

Step 2: Meet or talk with the department head–as delineated above, an employee should discuss the matter first with their supervisor. If a discussion with the supervisor does not produce a satisfactory solution, an employee may request that the department head review the issue. The department head will generally give their answer to the employee within ten (10) working days. If the circumstances warrant, the employee may go directly to their department head to seek a solution.

Step 3: Meet or talk with the Executive Director of Human Resources–If the preceding steps do not resolve the problem, or if these avenues do not seem appropriate for the particular situation, an employee may contact the Executive Director of Human Resources to obtain assistance. The Executive Director of Human Resources will attempt to obtain a suitable answer to any question or resolve any conflict.

Step 4: Write to the Vice President–If the preceding discussions fail to produce a satisfactory resolution, an employee may submit, in writing, the complaint or concern to the Vice President with overall responsibility for the department in which the employee works. Such written report should contain the name of employee(s) involved, alleged violation(s), date(s) of alleged violation(s), facts of the case, name(s) of individuals involved in the above steps, date of report, and remedy sought. If desired, an employee may request assistance in preparing this report. A copy should also be submitted to the Office of Human Resources. The Vice President will usually write to such employee within ten (10) working days following receipt of such employee's written request. A copy shall also be submitted to the Human Resources Office.

Step 5: Write to the Vice President who oversees Human Resources–A final review may be sought from the Vice President to whom Human Resources reports. Employees must attach a copy of all prior written correspondence with a memorandum specifying why (s) such employee believes an unsatisfactory situation exists and the remedy sought. A copy normally should also be submitted to the Human Resources Office. The Vice President for Business and Finance, usually within 30 days of receipt, will issue a final determination. The final determination generally will be communicated in writing to the employee, the Office of Human Resources, and other appropriate personnel involved.

Grievance Against a Student

The College recognizes that, occasionally, the interactions between employees and students may result in conflict. The College has a Judicial Board and a process that pertains to student behavior that violates policies listed in the Student Handbook. If an employee alleges that a student has behaved in a way that violates the Student Code of Conduct, they should contact the Vice President and Dean of the College.

Dress Code Policy

Scope

This policy applies to all employees of Hiram College when working regular duties in the office or classroom. It does not apply to the following: Field Station employees, employees participating in field trips, and employees participating in casual-attire campus activities.

Purpose

Hiram College employees contribute to the culture and reputation of the College in the way in which they present themselves. A professional appearance is essential to a favorable impression with our students, potential students and their parents, co-workers, alumni, and other visitors to the College. Appropriate attire reflects employee pride and inspires confidence in all who work at Hiram College.

Policy

Hiram College follows a business casual dress code. We want faculty and staff to dress comfortably without sacrificing professionalism. There may be times when business casual attire is not appropriate. It is typically left to an employee's discretion when to dress in professional business attire. Supervisors may, at times, request professional business attire. If a supervisor deems an employee's attire to be inappropriate, the employee may be asked to go home to change clothes. Employees who violate this policy will be subject to progressive discipline. Questions regarding the appropriateness of attire should be addressed with the employee's supervisor.

The following describes what the College considers appropriate and inappropriate attire. This list is not intended to be all-inclusive.

Appropriate Business Casual includes:

- Shirts and sweaters: Collared shirts, business casual tops, crew neck or V-neck shirts and sweaters, blouses, golf shirts, and polo shirts
- Dresses: Business dresses, suits, or skirts
- Pants: Casual slacks/trousers and leggings (if paired with an appropriate-length top)

Inappropriate Business Casual includes:

- T-shirts, shirts with inappropriate slogans, sweatshirts, tank tops, muscle shirts, midriffs/tube tops, low-cut or tight-fitting shirts, blouses or sweaters
- Shorts, excessively short skirts or dresses, sweat pants, yoga pants
- Tennis shoes, construction or hunting boots, beach shoes, flip flops, or floppy sandals
- Gym clothes or tattered/torn clothing

Casual Fridays

Hiram College encourages employees to dress in College clothing on Fridays. On Fridays, the following clothing is permitted (unless job responsibilities that day require different attire):

- Hiram College t-shirts, sweatshirts, or hoodies
- Blue jeans without holes; cannot be tattered
- Casual t-shirts, blouses, or sweaters
- Tennis shoes or other casual shoes (no flip-flops)

Corrective Disciplinary Policy

Hiram College's progressive discipline policy and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. It has been developed to be consistent with the college's values, HR best practices, and employment laws.

Below are the steps of the college's progressive discipline policy and procedures. Hiram College reserves the right to combine or skip steps depending on each situation's facts and the offense's nature. The level of disciplinary intervention may also vary. Some factors that will be considered are whether the offense is repeated despite coaching, counseling, or training, the employee's work record, and the impact the conduct and performance issues have on the college.

Step One: Counseling and Verbal Warning

The supervisor should discuss with the employee the nature of the problem or the violation of college policies and procedures. The supervisor must describe expectations clearly and all steps the employee must take to improve performance or resolve the issue.

Step Two: Written Warning

A written warning involves documentation of the performance, conduct, or attendance issues and consequences. Management will outline the consequences for the employee of their continued failure to meet performance or conduct expectations. A formal Performance Improvement Plan (PIP) requiring the employee's immediate and sustained corrective action may be issued. The written warning will outline that the employee may be subject to additional discipline, up to and including termination, if immediate and sustained corrective action is not taken.

Step Three: Final Written Warning

A final written warning involves additional documentation of the performance, conduct, or attendance issues and consequences. Management will outline the consequences for the employee of their continued failure to meet performance or conduct expectations. A formal Performance Improvement Plan (PIP) requiring the employee's immediate and sustained corrective action will be issued if not already implemented in Step Two. A final written warning will outline that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken.

Step Four: Suspension

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state, and local wage-and-hour employment laws. Non-exempt (hourly) employees may not substitute or use a vacation or sick day instead of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of exempt employees is reserved for severe workplace safety or conduct issues. The Executive Director of Human Resources will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Step Five: Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, Hiram College will try to exercise the progressive nature of this policy by first providing a verbal warning, written warning, final written warning, and possible suspension from the workplace before proceeding to a recommendation to terminate employment. However, the college reserves the right to combine and skip steps depending on each situation's circumstances and the offense's nature. Furthermore, employees may be terminated with or without prior notice or disciplinary action.

Examples of violations or infractions can include but are not limited to:

Failure to perform their job function.
• Misconduct
•Harassment or violence towards co-workers
•Illegal behavior
•Dress code violations
•Inappropriate behavior with co-workers or customers
•Attendance and Punctuality Issues
•Violation of college policies
•Violations of the Lae
•Dishonesty
•Discrimination
•Tardiness
•Gross Insubordination
•Falsification of official documents
•Theft/Fraud

Please keep in mind that the cause for termination can significantly differ based on the violation and the stage an employee is in within the disciplinary process. Termination becomes a last resort if the employee fails to correct their behavior or if performance represents a severe, egregious or immediate issue that warrants immediate termination.

By implementing corrective actions and establishing transparent expectations, employees are provided the opportunities to enhance or rectify deficiencies. Additionally, this approach ensures the college's compliance with its policies and labor laws.

Documentation

The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. These documents will be placed in the employee's official personnel file. The employee will be given a copy of each document.

Important Note

Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Hiram College and its employees.

TITLE IX

Sexual Discrimination, Sexual Harassment & Sexual Misconduct Policy

Revised August 1, 2023

Introduction

Hiram College is committed to fostering a safe learning environment that supports the dignity of all members of the Hiram community. Since acts of sex discrimination, including sexual harassment and sexual misconduct disrupt and harm such an environment, the College offers educational programs aimed at reducing the likelihood that such acts occur. This policy and the procedures within are intended to ensure that all parties involved in a Title IX case receive appropriate support and fair treatment, and that allegations of sex discrimination, including sexual harassment and sexual misconduct are handled in a prompt, thorough, and equitable manner.

These procedures will be implemented by officials who receive annual training on the issues related to sexual misconduct, domestic violence, dating violence, and stalking, the scope of the College's education program or activity, and how to conduct an investigation and hearing process that promotes safety, fairness, and accountability.

Scope of Policy

Scope

This policy applies to all Hiram community members including students, faculty, administrators, staff, and any individuals regularly or temporarily employed, studying, living, visiting, conducting business, or having any official capacity with the College or on College property ("Hiram Community") related to any incident of alleged sex discrimination, including sexual harassment or sexual misconduct, hereinafter collectively referred to as "sex discrimination," that could impact any student's education opportunities at Hiram, any employee's work environment, or anyone else's opportunity to access the College's programs.

This policy is intended to protect and guide individuals who have been affected by sex discrimination, whether as a Complainant, a Respondent, or as a witness, and to provide fair and equitable procedures for investigation and resolution of reports.
Hiram College will provide all students, employees, and applicants for admission and employment of the name, title, office address, email address, and telephone number of our Title IX Coordinator. The College's website will contain this information as well as after-hours contact and emergency information.

Application of Policy

This policy shall apply to all Reports received on or after August 1, 2023. It shall not apply to Reports received prior to August 1, 2023 as the prior policy shall apply to those cases.

Overview of Policy & Key Definitions

Overview

Hiram College will investigate all Formal Complaints of sex discrimination received. Hiram is authorized to take certain actions to address or remedy sex discrimination even if the matter does not proceed to a Formal Complaint.

Hiram College will not tolerate sex discrimination, which is prohibited, and which includes, but is not limited to, sexual misconduct, domestic violence, dating violence, sexual assault, sexual exploitation, sexual harassment, and stalking. Hiram strongly encourages students to report instances of sexual misconduct immediately. Employees are required to report such instances. The Title IX Coordinator will initiate an investigation anytime a Formal Complaint is made, or where failure to investigate would be clearly unreasonable given the seriousness of the conduct and/or ongoing safety risks to students or staff.

In addition to addressing the health and well-being needs of those involved in an incident, the campus takes seriously its responsibility to initiate the appropriate investigation(s) and Campus Judicial System processes. Complainants who file a Formal Complaint with the College are not precluded from pursuing a criminal complaint simultaneously. It should also be noted that the College is required to notify local law enforcement of any reported incidents of considerable physical harm.

Hiram College will review, evaluate, and make revisions and amendments to this policy on an ongoing and as-needed basis.

General inquiries about the application of this policy should be directed to the College's Title IX Coordinator:

Judy West, Title IX Coordinator
Executive Director of Human Resources
Hiram College
Bates Hall
Hiram, OH 44234
330-569-6008
WestJ1@hiram.edu

Key Definitions

A "**Complainant**" refers to an individual who is alleged to be the victim of conduct that could constitute sex discrimination. A Complainant has certain rights under this policy, as discussed below.

A "**Report**" becomes a "**Formal Complaint**" when the Complainant or Title IX Coordinator files a written document describing an incident of sex discrimination.

A "**Respondent**" refers to an individual who has been accused of prohibited conduct under this policy. A Respondent has certain rights under this policy, as discussed below.

A "**third party**" refers to any other participant in the process, including a witness to the incident or an individual who makes a Report on behalf of someone else.

Jurisdiction

All Hiram College community members are required to follow College policies and federal, state, and local law. This policy applies to all members of the Hiram Community and applies to conduct occurring on Hiram College property; at College-sanctioned events or programs that take place off campus, including, for example, internship programs; or at events or programs hosted by College-recognized organizations that take place off campus. This policy may apply regardless of the location of the incident if it occurs as part of the College's "operations," the College exercised control over the situation and the Respondent, or the incident occurs in an off-campus building owned and/or operated by a recognized student group. The

College's "operations" include online systems, including but not limited to College email accounts, message boards, and course webpages. This policy applies only to Complainants who experience sex discrimination while physically present in the United States.

Hiram, through the Title IX Coordinator, has jurisdiction over and the authority to receive, investigate, hear, and resolve Reports brought by or against any member of the Hiram Community that invoke Title IX. The Title IX Coordinator is ultimately authorized to enact procedures that include specific instructions for reporting, investigating, and resolving Title IX Reports, including those that are received during the non-academic year or that extend into the non-academic year.

Title IX Coordinator

The Title IX Coordinator for Hiram College is Judy West, Executive Director of Human Resources.

Judy West will coordinate the investigation of any Title IX complaint in which the Respondent is a student.

Judy West has designated Deborah Pineau, Assistant Director of Human Resources, to coordinate the investigation of any Title IX complaint in which the Respondent is a College faculty or staff member.

Title IX & Non-Discrimination

Title IX is a comprehensive federal law that prohibits discrimination on the basis of sex in any federally funded education program or activity. Title IX prohibits use of federal money to support sex discrimination in education programs and provides individuals effective protection against such practices. Title IX applies, with a few specific exceptions, to all aspects of federally funded education programs and activities. In addition to the traditional education institutions such as colleges, universities, and elementary and secondary schools, Title IX also applies to any education or training program operated by a recipient of federal financial assistance.

Title IX reads as follows: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance."

Consistent with Title IX, Hiram College prohibits all unlawful discrimination, harassment and retaliation on the basis of sex or gender in any employment decision, education program, or educational activity. This policy applies to all members of the Hiram Community.

As part of its commitment to maintaining a community free of discrimination, and in compliance with Title IX's mandate, Hiram College will address allegations of sexual discrimination a timely and effective way, provide resources as needed for affected persons (Reporters, Complainants, Respondents, and third parties within the Hiram Community), and will not tolerate retaliation against any person who reports sex discrimination.

Any individual designated by Hiram to have the authority to address or duty to report sexual discrimination and/or retaliation (known as a "Mandatory Reporter") and who fails to report such conduct may be subjected to sanctions by the College.

General inquiries about the application of Title IX should be directed to the College's Title IX Coordinator, Judy West, at WestJ1@hiram.edu.

Retaliation, Misuse of Confidential Information, and False Accusations

Hiram College expressly prohibits retaliation against anyone who: 1) in good faith, reports sex discrimination, 2) participates in any investigation or proceeding under this policy, or 3) opposes conduct that they believe to

violate this policy. Retaliation includes intimidation, harassment, threats, or other adverse action or speech against the person who reported the discrimination, the parties, and their witnesses. Hiram will not only take steps to prevent retaliation; it will take strong corrective action if it occurs.

Consistent with FERPA's prohibition on re-disclosure of confidential information, parties, witnesses, advisors, and supporters are prohibited from using or disclosing other people's confidential information, learned as a result of participation in any investigation or proceeding under this policy, outside of such forums, without express consent or for any improper purpose. Hiram College will never use or attempt to use questions or evidence that is protected by a legally recognized privilege, unless the person holding the privilege waives the privilege. Additional privacy protections include records made or maintained by a physician, psychiatrist, or other recognized professional and made for the purpose of providing treatment. These records will only be accessed with the party's voluntary, written consent.

Anyone who believes they have been the victim of retaliation should immediately report it to the Title IX Coordinator, who shall treat it as a Report. Any individual found to have retaliated against another individual will be in violation of this policy and will be subject to disciplinary action, up to and potentially including termination of employment for employees and expulsion for students.

Anyone who knowingly makes a false accusation of unlawful sexual harassment or retaliation of any form will be subject to an investigation for a potential violation of this policy and may be subject to disciplinary action, up to and potentially including termination of employment for employees and expulsion for students.

Time Considerations for Reporting Sex Discrimination

There is no time limit for reporting incidents of sex discrimination under this policy, although Hiram encourages reports to be made as soon as possible. Any individual who has been subjected to, or who knows of or has witnessed, an incident of sex discrimination is encouraged to report the incident or file a Report immediately to maximize the College's ability to obtain information and conduct an adequate, thorough, prompt, and impartial investigation into the incident. A delayed Report of alleged sex discrimination may result in the loss of relevant information, evidence, and reliable witness testimony, and may impair the College's ability to fully investigate the incident.

If an individual wishes to file a claim with the U.S. Department of Education's Office for Civil Rights, they must do so within 180 days of the incident based on the time limits for adjudication set by that agency.

Available Resources for Students, Faculty and Staff

Emergency (Assault)	
Hiram College Campus Safety, Cell	330-469-4119
Hiram Village Police	9-1-1
Health (Assault)	
Hiram College Health Center (Students only, Mandated Reporters)	330-569-5418
Hillcrest Emergency Department, SANE	440-312-7890
Akron General PATH Program, SANE	330-344-1148
Mental Health/Advocacy (Assault and/or Harassment)	
Hiram College Counseling Services (Students only, Free, Confidential)	330-569-5952
Townhall II (Rape Crisis Center and Advocates)	330-678-4357
Portage County Prosecutor's Victim's Assistance	800-201-3857
Hiram College Title IX Coordinator	
Judy West	330-569-5109
Hiram College Title IX Deputy	
Deborah Pineau	330-569-6008

Recommended Immediate Steps Following an Incident of Sexual Misconduct

The College is acutely aware that an individual who has been subject to, or who knows of or who has witnessed a sex offense may experience physical, mental, and emotional trauma as a result of the incident. A victim of sexual violence (e.g., sexual assault, dating violence, domestic violence, stalking) is encouraged to follow these procedures immediately following the occurrence, when possible:

- Get to a safe place immediately and call someone you trust.
- **Call Asha Goodner, Director of Student Health Services, at 330-569-5418.**
- If sexual contact or penetration occurred, do not wash, shower, bathe, use the toilet or change clothing. Preserve any evidence as would be necessary to prove the offense, or in obtaining a judicial protective order, restraining order, and/or no- contact order. Examples of such evidence include:
    - Clothing worn during the incident, including but not limited to undergarments.
    - Sheets, bedding, and condoms, if used.
- You are encouraged to call the appropriate law enforcement agency. To contact Hiram Village Police, call 911 or 330-569-3236. Hiram College Campus Safety, 330-469-4119, can assist any student with reporting a crime to the Hiram Village Police.
- Get medical attention. Campus Safety will assist you in calling Emergency Medical Services (911) if you ask them to. The College also encourages you to go, or have someone else take you, directly to a medical facility or medical provider of your choice.
- The College will assist an individual who has been subjected to, who knows of, or who has witnessed an incident of sexual discrimination, in obtaining the services of counseling professionals, if requested. The College encourages you to seek support services. For on-campus counseling services, contact Counseling Services at 330-569-5952. The College will provide you with off-campus counseling and advocacy service contacts, but the College cannot assume financial responsibility for such services.
- All members of the campus community are encouraged to seek resources and support related to sexual discrimination proceedings, including Respondents, witnesses, and bystanders.
- Make a list of witnesses with contact information.
- Retain text messages, emails, call history, and digital media posts.
- Take pictures of any injuries.

Options and Procedures for Reporting Sex Discrimination

Options for Reporting to Hiram Under this Policy

Anyone can report an incident of sex discrimination to Hiram. A Report can be made by any individual who is a victim of sex discrimination or who has knowledge of sex discrimination happening to or affecting someone else. A Report may be made anonymously (see Section XI). The College strongly encourages all individuals to report incidents of potential sex discrimination even if the individual does not intend to pursue a Formal Complaint. No person should assume that an incident has already been reported by someone else or that the College already knows about a particular situation.

Hiram will investigate all Reports and may implement remedial steps as needed, but that does not mean every Report will become a Formal Complaint or that the College will pursue a formal resolution.

To make a Report to Hiram, a reporting individual may do one or more of the following:

1. When sexual assault occurs, report the incident as soon as possible to the Director of Student Health Services.

   The director can assist in securing any medical attention that may be needed and, as a mandatory reporter, will notify the Village of Hiram Police Department and the Title IX Coordinator that an incident has occurred.

   Asha Goodner
   Director of Student Health Services,
   Julia Church Health Center
   330-569-5418

2. If the victim, witness, friend, or family member is reporting an incident after normal business hours, please notify any Residential Education staff member (off-hours duty phone: (330-569-4025) or a Campus Safety Officer (330-469-4119 or ext. 6107 on campus). This staff member will put you in direct contact with the Director of Health Services as soon as possible.

3. Report the incident to the Title IX Coordinator via email at WestJ1@hiram.edu, or by calling 330-569-5109.

4. Report the incident to any Resident Assistant, faculty, or staff member.

5. The Hiram's Counseling Center and Health Center are considered "confidential resources" staff.

It is important to know that, except for the "confidential resources" staff listed below, the College considers all Hiram faculty and staff to be Mandatory Reporters and they are therefore required by the College to report any knowledge they receive of possible violations of this policy to the Title IX Coordinator. Mandatory Reporters must relay all known information about any reported policy violation, including but not limited to, the names of involved individuals, the nature of the incident, and the time and location of the incident. (See Section XI for information about confidential and anonymous reporting.)

All Resident Assistants are also Mandatory Reporters and are required to report any knowledge of possible violations of the policy to the Title IX Coordinator. No other students are obligated to report knowledge they may have of sex discrimination, including student employees of Hiram who are considered students and not staff for the purposes of this policy and are not Mandatory Reporters.

Once the Title IX Coordinator learns of any incident of sexual discrimination from a Mandatory Reporter, they will initiate an investigation into the alleged incident.

After making a Report, an individual may choose to end involvement in the process, may choose to be involved or not be involved in the College's investigation and any related proceedings, or may choose to file or request a Formal Complaint.

Options for Utilizing Confidential Resources

Rather than making a Report, individuals can confidentially discuss incidents of sex discrimination with one of the following College "confidential resources" staff:

- Hiram College Counseling Services: 330-569-5952
- Hiram Chaplain, Christopher McCreight: 330-569-6094

Disclosures made to these confidential resources will be held in strict confidence and will not constitute a Report to Hiram under this policy. These confidential resources may assist individuals with reporting incidents or filing reports if, and only if, they are requested to do so by the individual who has reported the sexual discrimination.

Specific and personally identifiable information given to one of these confidential resources will not be disclosed to the Title IX Coordinator without consent. However, to assist the College in collecting data and identifying patterns or systemic problems related to sexual violence on and off campus, the confidential resources staff will convey general information about crimes reported to them (i.e., nature, time, and location of incident) to the Title IX Coordinator. In such cases, the College will protect confidentiality and avoid disclosing personally identifiable information about individuals involved in the incident.

Options for Notifying Off-Campus Law Enforcement Authorities

Individuals can notify off-campus law enforcement authorities about any incident of alleged sexual discrimination by dialing 911 or by calling the Hiram Village Police at 330-569-3236. Individuals can also contact other law enforcement agencies, depending on the location of the incident. Notifying off-campus law enforcement authorities will not constitute a Report to Hiram under this policy, but it may or may not result in such authorities reporting relevant information back to Hiram which the College may investigate.

Individuals can request assistance from Hiram faculty and staff in notifying appropriate law enforcement authorities, which the College will provide. Requesting such assistance from a Mandatory Reporter will constitute a Report as described above.

Option to Not Report

Individuals who are not mandatory reporters can choose ***not*** to notify Hiram or any law enforcement authorities about an alleged incident of sex discrimination.

Procedure for Filing a Sex Discrimination Complaint

Under Title IX, Hiram College must respond promptly in a manner that is not deliberately indifferent to any incident where Hiram College has actual knowledge of sex discrimination. Hiram College will treat both the Complainant and Respondent equitably by offering supportive measures to the Complainant and by following a grievance policy before the imposition of disciplinary sanctions or other actions that are not supportive measures against the Respondent. Supportive measures are available to the Complainant regardless of whether a Formal Complaint is filed.

If an individual wishes to pursue an investigation of Title IX sex discrimination beyond simply reporting it, they may file a Formal Complaint. The filing of a Formal Complaint means that the

individual is asking the College to take further steps beyond instituting supportive measures, including conducting an investigation and holding a Formal Live Hearing to resolve the alleged issue. A Formal Complaint also triggers options for informal resolution that are not available before a written complaint is filed. Any Complainant may file a Formal Complaint, and Hiram will treat it as such. Any Third-Party Reporter may request that Hiram treat their Report as a Claim, but that would not make the Third-Party Reporter into a Complainant.

To meet its Title IX obligations to provide a safe and nondiscriminatory environment for the broader Hiram Community, the College may also convert any Report into a Formal Complaint if the College determines that it must take further steps to protect the Hiram Community.

To the extent possible, information reported to the Title IX Coordinator will be shared only with a limited circle of other College employees who "need to know" to assist in assessing, investigating, and resolving the reported incident.

Formal Title IX Complaints

A Formal Complaint is a document filed by a Complainant or signed by the Title IX Coordinator alleging sex discrimination against a Respondent. A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail. A form to assist in filing a Formal Complaint will be provided, if needed. At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in an education program activity of Hiram College. Upon receiving a Formal Complaint, the Title IX Coordinator or their designee will do the following:

- Treat Complainants and Respondents equitably by providing remedies to a Complainant where a determination of responsibility for sexual discrimination has been made against the Respondent and by following a grievance policy before the imposition of any disciplinary sanctions that are not supportive measures. The Respondent is presumed not responsible for the alleged conduct until a determination is made at the conclusion of the grievance process.
- Require an objective evaluation of all relevant evidence.
- Provide a reasonably prompt time frame for conclusion of the grievance process.
- Describe the range of possible disciplinary sanctions and remedies.
- Describe the range of supportive measures available to Complainants and Respondents.
- Advise parties that a preponderance of evidence will be the evidentiary standard used.

Both the Complainant and Respondent will receive written notice of how the investigation process will unfold, and they will also receive relevant updates throughout the review process. All individuals reporting sex discrimination will be protected from retaliation. Any allegations of retaliation will be addressed by the College.

At the party's request, the college will provide interim measures to either or both the reporting and responding parties involved in an alleged incident of sexual discrimination. This may include changing academic, transportation, work, or living situation if options to do so are reasonably available (and only to the extent that the College has control over these environments). Such changes may be available regardless of whether the individual chooses to report the crime to campus safety or local law enforcement, or a Formal Complaint under this policy. Requests to change an academic, living, transportation, or work situation, or for any other protective measure, should be made to the Title IX Coordinator. In the event such a measure is implemented, the College will maintain it as confidential to the extent that maintaining confidentiality would not impair the College's ability to provide it. The Title IX Coordinator will

communicate with each party throughout the investigation to ensure interim measures remain necessary and effective. Failure to comply with the terms of any interim measures or protections that have been implemented may constitute a separate violation of this policy.

If a Complainant has obtained an order of protection, temporary restraining order or other no contact order against the Respondent from a criminal, civil, or tribal court, the Complainant should provide such information to the Title IX Coordinator. The College will take all reasonable and legal action to implement the order.

If the Title IX Coordinator determines the allegations fall within Title IX's reach, the College will initiate a formal investigation. The Title IX Coordinator, or their designee, in conjunction with a designated investigator, will work through various steps.

Confidentiality and Anonymous Reporting

Individuals can confidentially discuss incidents of sex discrimination with the College confidential resources staff.

Beyond that, a Reporter can make a Report disclosing their name but requesting confidentiality. An affected person who is the subject of a Third-Party Report can also request confidentiality. The College recognizes that, in some instances, an individual who has been subjected to, or who knows of or has witnessed, an incidence of sex discrimination may request that their name not be disclosed or that no investigation or disciplinary action be pursued to address the alleged sex discrimination. In such instances, the Title IX Coordinator will respect the request for confidentiality; however, that request must be weighed against the College's obligation to provide a safe, non-discriminatory environment for all students, considering many factors, including:

- The seriousness of the alleged discrimination;
- Whether there have been other reports of sexual discrimination against the Respondent known by the College;
- Whether the Respondent has allegedly threatened further discrimination or violence;
- Whether the alleged discrimination was committed by multiple perpetrators;
- Whether the alleged discrimination involved the use of a weapon;
- Whether the College possesses other means to obtain relevant evidence of the alleged discrimination;
- Whether the Report reveals a pattern of discrimination at a particular location or by a particular individual or group of individuals; and
- The accused individual's right to receive information about the allegations if the information is maintained by the College as an "education record" under the Family Educational Rights and Privacy Act (FERPA), if applicable.

In all cases of alleged sex discrimination, Title IX allows Hiram to investigate and take reasonable corrective action. Further, Title IX permits Hiram to deny requests for confidentiality if the Title IX Coordinator determines, subject to the factors listed above, that the College must do so to meet the College's Title IX obligations to provide a safe and nondiscriminatory environment for the broader

Hiram Community. These instances will be evaluated on a case-by-case basis. **Please note that the College's ability to investigate and respond fully to an incident may be limited because of requests for confidentiality or to not proceed with disciplinary action.**

Pursuant to Title IX and the Clery Act, as amended by the Violence Against Women Act, Hiram is required to provide equal access to the Complainant and Respondent to any information related to allegations of sexual assault, dating violence, domestic violence or stalking that will be used during formal or informal disciplinary meetings or hearings.

When Hiram determines it must deny a request for confidentiality, the Title IX Coordinator will inform the requesting individual before making the disclosure to anyone beyond necessary school officials. Any such disclosure will be limited to only individuals with a need to know such information. Consistent with FERPA's prohibition on re-disclosure of confidential information, any recipient is prohibited from using or disclosing other people's confidential information, learned as a result of participation in any investigation or proceeding under this policy, outside of such forums without express consent or for any improper purpose. In all instances, members of the Hiram Community should understand that Title IX prohibits retaliation against anyone reporting a potential Title IX incident, and that College officials will not only take steps to prevent retaliation, but also take strong responsive action if it occurs.

Investigation and Resolution Process

This section describes Hiram's investigation and resolution processes. There is to be a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the process. The burden of gathering evidence and burden of proof remains on the College, not on the parties. The College will not restrict the ability of the parties to discuss the allegations or gather evidence (e.g., no "gag orders").

Investigation

The Complainant and Respondent will receive written notice that an investigation has been initiated. The notice of investigation will include the name of the investigator, a list of participants (Complainant, Respondent, potential witnesses), a summary of the alleged conduct, and examples of potential policy violations.

The written notice will include the following statements:

- All parties may have an advisor of their choice, which may or may not be an attorney.
- All Respondents are presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process.
- All parties are prohibited from knowingly making false statements or knowingly submitting false information during a grievance process.

The Investigator shall conduct an objective evaluation of all relevant evidence, inculpatory and exculpatory, and avoid credibility determinations based on a person's status as a Complainant, Respondent, or witness. The potential or initial charges may be amended as the investigative process unfolds and more information becomes available. If additional allegations are added, all parties must be notified. Investigators used by the College must have specific training in regard to investigations.

- The Investigator will be impartial and free of any demonstrable conflict of interest.
- The Investigator will interview the Complainant and the Respondent to understand

the details of the reported incident. Questioning about the Complainant's sexual history with anyone other than the alleged perpetrator will not be permitted. Further, the College recognizes that the mere fact of a current or previous consensual dating or sexual relationship does not itself imply consent or preclude a finding of sexual discrimination.

- The Investigator, at his/her discretion, will initiate other fact finding and/or discussions with individuals who may have information relevant to the determination.
- The Investigator will also gather any available physical evidence, including documents, communications between the parties, and other electronic records as appropriate.
- The Complainant and Respondent will have an equal opportunity to be heard; submit information and evidence; and identify witnesses who may have relevant information. Witnesses must have observed the acts in question or have informed evidence obtained as part of the investigation that is directly related to the allegations relevant to the incident and cannot be participating solely to speak about an individual's character. All parties will have the opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint.
- Both Complainants and Respondents may utilize Advisors and Supporters throughout the investigation process, including accompanying them to any hearing, conference, or related disciplinary proceeding.
- The Complainant and Respondent will receive written notice in advance of all interviews, meetings, or hearings regarding the investigation. The Complainant and Respondent will also receive all evidence directly related to the investigation and will be given at least 10 days to respond to it before the investigator finalizes their report.

  Note: A person's medical and counseling records are confidential documents that a Complainant or Respondent will not be required to disclose to investigators. However, if a party chooses to provide medical and counseling records as part of the investigation, the records will be shared with the other party.

The Investigator and the Title IX Coordinator have the discretion to consolidate multiple reports against a Respondent into one investigation and report if the evidence related to each incident would be relevant and probative in reaching a determination on the other incident(s).

Informal Resolution Conference

The College may facilitate the use of informal means of resolution, such as mediation, in lieu of the formal investigation and determination procedure, when a Formal Complaint is filed. However, the following standards apply to any information resolution method that is utilized:

- Informal means may only be used with both parties' voluntary, informed, written consent to participate after receiving a full disclosure of the allegations and their options for formal resolution , and with the involvement of the Title IX Coordinator. No party will be made to waive use of the formal investigation and hearing process.
- The Complainant will not be required to work out the problem directly with the Respondent.
- Either party may terminate any such informal means at any time and continue with the formal resolution process.
- With the agreement of the parties involved and the College, a complaint may be informally resolved at any stage of these procedures.

If an informal resolution is reached, it will be documented in writing and signed by both parties. An

informal resolution cannot be appealed.

The informal resolution process may not be used in situations involving allegations that an employee sexually discriminated against a student.

THE TITLE IX COORDINATOR SHALL HAVE DISCRETION TO RESOLVE OR DISMISS A FORMAL COMPLAINT *WITHOUT* A FORMAL LIVE HEARING IN THE FOLLOWING CIRCUMSTANCES:

1. If Hiram lacks jurisdiction;
2. if the allegations could not constitute a policy violation under any alleged circumstances;
3. if the Formal Complaint was requested by a Third-Party Reporter who reported witnessing sexual discrimination happening to or affecting someone else, the Title IX Coordinator shall have discretion to resolve the Formal Complaint to account for the alleged victim's wishes (e.g., if they do not wish to pursue the Formal Complaint as a first-party Complainant);
4. if the Complainant and Respondent both consent to an alternative resolution, with such consent obtained independently from each person by the Title IX Coordinator to avoid a risk of coercion;
5. for matters that do not involve Hiram employees (faculty, staff member or contract services employee), if either Complainant or Respondent, or both, are not Hiram students, or cease to be Hiram students prior to final resolution of the Formal Complaint (i.e., student withdrawal), the Title IX Coordinator shall have discretion to resolve the Formal Complaint.

In the above circumstances, the Title IX Coordinator shall have the authority to impose interim and remedial measures and take other measures consistent with the Hiram College Student Handbook. For employee matters, the Executive Director of Human Resources or the Vice President for Academic Affairs and Dean of the College shall have authority to take action consistent with the Hiram College Employee Handbook.

Timeframe

The College will seek to complete the investigation within ninety (90) calendar days from the notice of investigation. This time frame may be extended for good cause with written notice to the parties of the delay, citing the reason for the delay. Good cause may include the complexity of the allegations, the number of witnesses involved, the availability of the parties or witnesses, the effect of a concurrent criminal investigation, any intervening school break or vacation, or other unforeseen circumstances. Best efforts will be made to complete the process in a timely manner by balancing principles of thoroughness and fundamental fairness with promptness.

Formal complaints will be dismissed during the investigative process if either of the following statements are true:

- The investigation determines the allegations, even if true, do not constitute sex discrimination.
- The allegations did not occur in Hiram College's education program or activity, otherwise as part of the College's "operations," or the Complainant was not physically in the United States when the incident occurred.

Withdrawal of Complaint

Formal complaints may be dismissed if:

1. The Complainant files a request in writing to the Title IX Coordinator to withdraw the Formal Complaint;
2. The Respondent is no longer enrolled or employed by Hiram College; or
3. Specific circumstances prevent the Investigator from gathering sufficient evidence to reach a determination.

Initial Investigative Report

At the conclusion of the investigation, the Investigator will prepare a preliminary written investigation report. This report will summarize the relevant information gathered, synthesize the areas of agreement and disagreement between the parties, and describe any supporting information or accounts such as police

reports or witness statements. In preparing the report, the Investigator will review all facts gathered to determine whether the information is relevant given the allegation.

Hiram College will provide each party and each party's advisor, a hard or electronic copy of all evidence and a copy of the preliminary report. Parties will have ten (10) days to submit a written response which the Investigator will consider prior to completion of the investigative report.

The final report will be shared with a Sexual Discrimination Hearing Board (Hearing Board). Sex Discrimination Hearing Boards consist of three members, chosen from trained faculty and staff. The Hearing Board will review all the materials presented in the Investigator's final report.

Live Hearing

All formal investigations under Title IX will include a live hearing before a Hearing Board. The Hearing Board may not include the Title IX Coordinator, nor the Investigating Officer. For cases in which the Respondent is a student, the Assistant Dean of Students shall be the presiding member of the Hearing Board; for cases in which the Respondent is an employee, the Vice President for Academic Affairs and Dean of the College shall be the presiding member.

1. <u>Participation in Hearing</u>

Participants in the hearing (including parties, witnesses, and the decision- maker), may appear in-person or virtually. If either party requests, the College will configure the hearing so the parties may be in separate rooms, but able to see and hear each other via videoconference technology.

2. <u>Verbatim Record</u>

The College shall arrange for a verbatim recording to be made of the hearing. Said recording may be in the form of a stenographic record, an audio recording, or an audio/video recording.

3. <u>Representation</u>

If a party participating in a live hearing does not have an advisor, the College will provide one to the party for the hearing. The College will bear the cost of the advisor. The advisor may be an attorney but is not required to be.

4. <u>Standard of Review and Presumption of Non-Responsibility</u>

Hearings shall be conducted using a preponderance of the evidence standard and shall presume the Respondent is not responsible unless the preponderance of evidence demonstrates otherwise.

5. Cross-Examination and Relevancy

Each party's representative shall be permitted to cross-examine the other party and all witnesses via direct, oral cross-examination. Cross-examination shall be limited to relevant questioning. If the Presiding Member disallows a question as irrelevant, the Presiding Member will explain why the disallowed question was not relevant. No questions or evidence will be permitted regarding the Complainant's sexual history unless such questions/evidence are offered to prove someone other than the Respondent committed the alleged act, or to prove consent. If an individual does not testify but previously made statements regarding the issues at hand, the Hearing Board will not rely on the previous statements to determine responsibility and will draw no inferences about responsibility based on the individual's failure to testify.

Determination of Responsibility

The Hearing Board will make a determination, by a preponderance of the evidence, whether there is sufficient information to support a finding of responsibility. The preponderance of the evidence is the standard whereby the relevant and admissible information is found to support, more likely than not, the allegations. When using the preponderance standard, the *nature* of the evidence (e.g., whether it is convincing and seemingly true or accurate) matters more than the *amount* of evidence. This determination must be in writing and include the following:

- Identification of the allegations potentially constituting sex discrimination;
- Description of all procedural steps taken;
- Findings of fact supporting the determination;
- A statement of, and rationale for, determination of responsibility;
- Disciplinary sanctions imposed on Respondent (if any); and
- Remedies offered to the Complainant (if any).

This written determination will be provided to all parties simultaneously along with information regarding how to appeal the Hearing Board's determination.

If the Hearing Board determines, by a preponderance of evidence, that there is insufficient information to find the Respondent responsible for violating this policy, the case will be dismissed.

If the Hearing Board determines, by a preponderance of evidence, that there is sufficient information to find the Respondent responsible for violating this policy, the Board will determine appropriate sanctions for the Respondent.

When a Respondent is found responsible, remedies will be provided to the Complainant. These remedies will be designed to maintain the Complainant's equal access to the College's programs. Remedies may include, but are not limited to, the following:

- Change Complainant's class/classes
- Provide Academic Support
- Retake a class without penalty
- Change Complainant's dorm
- Provide counseling

- Issue a "No Contact" order to Respondent
- Require training for the Respondent or the broader student or staff population.

Disciplinary Sanctions

In determining the appropriate sanctions, the Board will:

- Consider a disciplinary sanction(s) designed to eliminate the prohibited conduct, prevent its recurrence, and remedy its effects while supporting the College's educational mission and Title IX obligations.
- Impose any disciplinary sanction deemed appropriate after a consideration of all of the relevant information.
    - Disciplinary sanctions vary from a verbal or written warning up to termination of employment or expulsion from the College.

The Hearing Board will impose a disciplinary sanction based upon the consideration of the following factors: (1) the Respondent's prior conduct history (2) the type of sanctions imposed in similar incidents; (3) the nature and violence of the conduct at hand; (4) the impact of the conduct on the Complainant; (5) the impact of the conduct on the community, its members, or its property; (6) the extent to which the respondent has accepted responsibility for his/her actions; (7) the perceived likelihood of the Respondent to engage in similar conduct in the future; (8) the need to deter similar conduct by others; and (9) any other mitigating or aggravating circumstances, including the College's values.

The imposition of disciplinary sanctions will typically take effect immediately. Still, it may be stayed at the discretion of the Dean of Students or the Vice President for Academic Affairs and Dean of the College in consultation with the Title IX Coordinator. A Respondent who separates from the College under any circumstance after a determination of responsibility under this policy is not eligible for re-admittance or re-employment until they have successfully completed the terms of any sanctions imposed.

Appeals

There are three conditions under which parties may appeal findings/sanctions imposed:

1. To present substantive new information or evidence likely to affect the outcome of the hearing which was not presented at the time of the original hearing.
2. To provide substantive evidence that shows there was a failure to follow published procedures likely to have affected the outcome of the hearing.
3. If the Title IX Coordinator, investigator(s), or decision-maker had a conflict of interest or bias against any party.

Each party will have one opportunity to appeal.

Appeals must be submitted:

a. In writing by the party making the appeal.
b. In a way that clearly specifies the grounds for the appeal (See 1, 2 and 3 above).

c. Within ten (10) business days of written receipt of the decision of the hearing.
d. To the Title IX Coordinator who will convey the appeal to the appropriate appellate review official.

Important Definitions

Actual Knowledge means notice of sexual harassment or allegations of sexual harassment to a recipient's Title IX Coordinator or any official of the recipient who has authority to institute corrective measures on behalf of the recipient. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only College official with actual knowledge is the Respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the recipient.

Advisor refers to an attorney or a non-attorney advisor who can provide assistance to the Complainant or Respondent at any stage of the process covered by this policy. The College will provide a list of faculty and staff who have received training to serve as Advisors.

Clery Act: Refers to the Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act, 20 U.S.C. Section 1092(f); 34 C.F.R., Part 668.46. It requires colleges and universities, both public and private, participating in federal student aid programs to disclose campus safety information, and imposes certain basic requirements for handling incidents of sexual violence and emergency situations.

Consent is the affirmative, unambiguous, and voluntary agreement to engage in a specific sexual activity during a sexual encounter. To meet the standard of consent in the policy, each participant is expected to give and obtain consent for each separate sexual activity. Hence, even within a single encounter, consent for one form of sexual activity does not mean consent for other forms of sexual activity. This also means that past consent does not imply present or future consent.

Under this definition:

- An individual who is asleep; mentally or physically incapacitated, either through the effect of drugs or alcohol or for any other reason; or who is under duress, threat, coercion, or force is not able to consent.
- One cannot infer consent under circumstances in which consent is not clear, including but not limited to, the absence of a verbal "no" or "stop." Silence cannot be assumed to indicate consent. While consent can be given by words or actions, non-verbal consent is more ambiguous than explicitly stating one's wants and limitations. Since non-verbal communication can lead to misunderstandings, students should not rely on that form of communication as a signal of consent. According to this policy, a person who does not physically resist or verbally refuse sexual activity is not giving consent to that activity. If there is confusion during the act, all parties should stop and clarify.
- A verbal "no" constitutes lack of consent, even if it sounds insincere or indecisive. A verbal "yes" constitutes consent only when it is voluntarily and knowingly given by an individual who has the capacity to give consent.
- The existence of a prior or current relationship or sexual activity does not guarantee consent. Even in the context of a relationship, there must be clear communication from both parties that indicates a willingness to engage in sexual activity each time.

- Consent can be granted or withdrawn at any time. Any party may withdraw their consent prior to the completion of the act. Withdrawal of consent should be outwardly demonstrated by words or actions. Once consent is withdrawn, sexual activity must cease.

Dating Violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the alleged victim. The existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship; the type of relationship; and the frequency of interaction between the persons involved in the relationship. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

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

Education Program or Activity includes locations, events or circumstances over which the College exercised substantial control over both the Respondent and the context in which the sex discrimination occurs, and also includes any building owned or controlled by a student organization that is officially recognized by the institution.

FERPA stands for the Family Educational Rights and Privacy Act of 1974 which is a federal law that governs the access to educational information and records by public entities such as potential employers, publicly funded educational institutions, and foreign governments.

Formal Complaint means a document filed by a Complainant or signed by the Title IX Coordinator alleging sex discrimination against a respondent and requesting that the recipient investigate the allegation of sex discrimination. At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the College. A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator. As used in this paragraph, the phrase "document filed by a Complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the recipient) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a Formal Complaint, the Title IX Coordinator is not a Complainant or otherwise a party.

Incapacitation: Means the lack of the ability to make rational, reasonable judgments as a result of alcohol consumption, other drug use, sleep, the taking of any so-called "date-rape" drug, unconsciousness, or blackout. An individual unable to make informed judgments is physically helpless. An incapacitated person cannot make rational, reasonable decisions because that person lacks the ability to fully understand the who, what, where, or how of their sexual interaction. Incapacitation is a state beyond drunkenness or intoxication, in which alcohol, drugs, or other factors render one unable to make fully informed judgments or have an awareness of consequences. Evaluating incapacitation also requires an assessment of whether a Respondent knew or should have known of the other individual's incapacitated state. While incapacitation may be caused by drugs or alcohol, it also includes the state of being asleep, during which time a person is unable to provide affirmative consent.

Informal Resolution Conference: Is intended to allow the Claimant and the Respondent to provide information about the alleged incident(s) of harassment or non- violent sexual misconduct, and to reach a mutually agreeable resolution. This process aims to assure fairness, to facilitate communication, and to maintain an equitable balance of power between the parties.

Investigator: Refers to an official(s) desginated by the Title IX Coordinator to conduct an investigation of alleged Sex Discriminaiton, and who acts as a witness in the event of a Formal Hearing. The Investigator will be a trained individual who objectively collects and examines the facts and circumstances of potential violations of this policy and documents them for review. The Investigator will be neutral, free from conflicts of interest or bias for or against Complainants or Respondents.

Mandatory Reporter: Refers to an individual who is obligated to report any knowledge they may have of Sex Discrimination. Hiram College defines all faculty and staff as Mandatory Reports except certain "confidential resources" staff. The only students who are designated as Mandatory Reporters are Resident Assistants.

Non-Consensual Sexual Penetration: "Sexual penetration" is defined as sexual intercourse, cunnilingus, fellatio, anal intercourse, or any other intrusion, however slight, of any part of a person's body or of any object into the genital or anal openings of any other person's body. Such contact is deemed non-consensual if done without the other person's affirmative consent.

Preponderance of Evidence: Refers to the standard by which it is determined at a hearing whether or not a violation of this policy has occurred and means that an act of sexual misconduct is "more likely than not" to have occurred.

Report: Refers to any communication that puts a Hiram Mandatory Reporter on notice of an allegation that sexual misconduct occurred or may have occurred. Hiram will investigate all Reports it receives of sexual misconduct. After making a Report, an individual may choose to end their involvement in the process, may choose to be involved or not be involved in the College's investigation and related proceedings, or may choose to file a Formal Complaint and pursue Formal Resolution or an Informal Resolution Conference. The College strongly encourages all individuals to report incidents of sexual misconduct even if the individual does not intend to pursue a Formal Complaint.

Reporter: Refers to an individual who notifies a Hiram Mandatory Reporter of an alleged violation of Sexual Misconduct policy. A Reporter can be any individual who reports to Hiram that they are a victim or survivor of sexual misconduct; that they have knowledge of sexual misconduct happening to or affecting someone else.

Respondent: Refers to an individual who has been reported to be the perpetrator of alleged conduct that could constitute sexual harassment.

Sexual Assault: Is an offense that meets the definition of rape, fondling, incest or statutory rape. A sex offense is any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.

> **Rape:** The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.
> **Fondling:** The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable

of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.
Incest: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
Statutory Rape: Sexual intercourse with a person who is under the statutory age of consent.

Sexual Discrimination Hearing Board is convened by the Title IX Coordinator. Sex Discrimination Hearing Boards consist of three members, two chosen from trained faculty and staff, and with either the Dean of Students or the Vice President for Academic Affairs and Dean of the College presiding. The Board reviews all of the materials presented in the final investigative report and hears live testimony from the parties and witnesses.

Sexual Exploitation: Occurs when a person takes non-consensual or abusive sexual advantage of another for their own advantage or benefit, or the benefit of anyone other than the one being exploited. Examples of sexual exploitation include, but are not limited to:

- Non-consensual video or audio-taping of sexual activity or other private activity, even if that activity occurs in a public or semi-public place;
- Non-consensual dissemination of video, photographs, or audio of sexual activity or other private activity, including dissemination by a third party or a person not involved in the original conduct;
- Exceeding the boundaries of consent (such as, permitting others to hide in a closet and observe consensual sexual activity, videotaping of a person using a bathroom or engaging in other private activities);
- Engaging in voyeurism, exposing one's breasts, buttocks, or genitals in a non- consensual circumstance or inducing another to expose their breasts, buttocks, or genitals without affirmative consent;
- Prostituting another person;
- Engaging in consensual sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or other sexually transmitted disease or infection (STD or STI,) and without informing the other person of such disease or infection; and
- Sexually-based stalking and/or bullying.

Sexual Harassment means conduct on the basis of sex that satisfies one or more of the following:

a) An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct **quid pro quo)**;
b) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity;
c) "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or
d) "Stalking" as defined in 34 U.S.C. 12291(a)(30).

Sexual Misconduct Is a broad term that encompasses sexually-motivated misconduct as described in this policy, including conduct of an unwelcome and/or criminal nature, whether such conduct occurs between strangers, acquaintances, or intimate partners. For the purposes of this policy, the following terms are collectively referred to as "Sexual Misconduct" and as defined within: Dating Violence,

Domestic Violence, Nonconsensual Sexual Contact, Nonconsensual Sexual Penetration, Sexual Assault, Sexual Exploitation, Sexual Harassment, Sexual Violence, and Stalking.

Sexual Violence: Consists of physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent). A number of different acts fall into the category of sexual violence, including, but not limited to, rape, sexual assault, sexual battery, sexual abuse, and sexual coercion.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety, the safety of others, or any conduct that would cause a reasonable person to suffer substantial emotional distress. This includes stalking that occurs online or through messaging platforms, commonly known as cyberstalking when it occurs in an education program or education activity.

Types of stalking could consist of, but are not limited to:

- Following the targeted person;
- Approaching or confronting that person in a public place or on private property;
- Persistent and unwelcome attempts to contact the person by phone, electronic communication (including via the internet and cellphones), or regular mail, either anonymously or non-anonymously;
- Vandalizing the person's property or leaving unwanted items for the person;
- Persistently appearing at the person's classroom, residence, or workplace without that person's permission or other lawful purpose;
- Cyber-stalking, in which a person follows, observes, monitors, or surveils another person through the use of electronic media such as the Internet, digital media networks, blogs, cell phones, texts or other similar devices; and
- Using visual or audio recording devices or hidden or remote cameras used without the subject's consent.

Supportive Measures mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after filing a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient's educational environment or deter sexual misconduct. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The recipient must maintain as confidential any supportive measures provided to the Complainant or Respondent to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide the supportive measures. The Title IX Coordinator is responsible for effectively implementing supportive measures.

DRUGS, ALCOHOL, SMOKE- & TOBACCO-FREE, WEAPONS

PROHIBITION, & FITNESS FOR DUTY POLICIES

Drugs and Alcohol Policy

The College seeks to provide a safe, healthy, and productive educational and working environment for all students and employees. With these principles in mind, the College has established policies regarding drugs and alcohol.

No employee may distribute, dispense, possess, or be under the influence of any alcoholic beverage on campus while performing work-related duties, or manufacture, distribute, dispense, possess, or use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid, or any other controlled substance before, during, or after college hours on campus or in any other college location. "College location" refers to any college building or on any college premises; in any college-owned vehicle used to transport students to and from campus or college activities; off college property at any college-sponsored or college-approved activity or function, such as a field trip or athletic event where students are under the jurisdiction of the College; or during any period of time such employee is supervising students on behalf of the College or otherwise engaged in college business.

Employees who attend college-sponsored events, such as dinners, award ceremonies, and receptions that include alcoholic beverages may consume alcohol in moderation as long as it does not result in intoxication or impairment. The abuse of alcohol or other substances is contradictory to the purpose and goals of the institution. Each member of the community is expected to obey state law, to comply with college policies, and to take full responsibility for their conduct as a member of the college community whether under the influence of substances or not. Per the Department of Education directive, drug and alcohol prevention information is distributed annually to all employees.

Drugs

The possession, sale, use, or manufacture of any illegal substance defined as "controlled" by federal or state law is strictly prohibited other than personally prescribed medications. The introduction and/or possession of drug paraphernalia are also prohibited.

Violators are subject to college disciplinary action and may be subject to arrest by the Hiram Village Police Department for criminal prosecution, which can result in a fine and/or imprisonment.

Prescription drugs obtained without a doctor's prescription are banned substances. Their possession and use are prohibited. It is also prohibited to use prescription drugs in a way other than what they were intended.

Smoke & Tobacco Free Policy

Scope

This policy applies to all faculty, staff, students, clients, contractors, and visitors. This policy is in effect during and after campus hours.

Purpose

Hiram College acknowledges and supports the findings of the Surgeon General that tobacco use in any form, active and passive, is a significant health hazard. Hiram College further recognizes that environmental tobacco smoke has been classified as a Class-A carcinogen. Therefore, in consideration of these health risks, and in support of a safe and healthy learning and working environment, on January 1, 2022, Hiram College implemented a 100 percent smoke-free and tobacco-free campus policy.

Definitions

For the sake of clarity in this policy, the following definitions are provided:

A. "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that a person can use in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, vape pen, or under any other product name or descriptor.

B. "Hookah" means a water pipe and any associated products and devices used to produce fumes, smoke, and/or vapor from burning material including, but not limited to, tobacco, shisha, or other plant matter.

C. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or any form. "Smoking" also includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device to circumvent prohibited smoking in this policy.

D. "Tobacco Product" means any substance containing tobacco leaf, including but not limited to, cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, bidis, blunts, clove cigarettes, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body by inhalation; but does not include any cessation product specifically approved by the U.S. Food and Drug Administration for use in treating nicotine or tobacco dependence.

Policy

In light of the research-based evidence of the harm created by tobacco use, the Hiram College campus shall be entirely smoke and tobacco-free.

The Smoke-Free and Tobacco-Free Policy applies to all Hiram College facilities, property, and vehicles, owned or leased, regardless of location. Smoking and the use of tobacco products shall not be permitted in any enclosed place, including, but not limited to, all offices, classrooms, hallways, waiting rooms, restrooms, community areas, performance venues, and private residential spaces within Hiram College housing. This includes, but is not limited to, lectures, conferences, meetings, and social and cultural events held on Hiram College property or grounds. Smoking and the use of tobacco products shall also be prohibited outdoors on all Hiram College campus property, including, but not limited to, parking lots, sidewalks, paths, fields, sports/recreational areas, and the stadium, as well as in all personal vehicles while on campus.

The sale of tobacco products or tobacco-related merchandise (including items that display tobacco company logos) is prohibited in and on all College property and at all College-sponsored events, regardless of the vendor.

The free distribution or sampling of tobacco products and associated products is prohibited on all college-owned or leased property and at Hiram College-sponsored events, regardless of the venue. Tobacco industry and related company sponsorship of campus events, including athletic events and athletes, is prohibited.

Campus officials, staff, or other persons representing the campus, including campus organizations, shall not accept money or gifts or enter into any arrangement, association, or partnership with representatives of tobacco companies, including:

a. Sponsorship of campus events by organizations that promote tobacco use and/or allowing them to distribute free, reduced price, or fully priced tobacco products (shirts, hats, etc.) on campus.
b. All tobacco advertising, such as billboards and signs in the sports stadium owned and operated by Hiram College.

All tobacco promotion, advertising, marketing, and distribution are prohibited in and on Hiram College property, including college-run publications and athletic facilities owned or operated by the college.

Tobacco waste management products such as ashtrays, snus trays, and spittoons are not to be placed inside or outside of any college-owned building or property.

Hiram College will provide cessation resources information, including the following:

a. Tobacco treatment programs should be publicized regularly in staff and employee publications, posted in residence halls and academic buildings, throughout Student Services, the Health Center, and other appropriate means.
b. EAP (Employee Assistance Program) for all employees
    a. LifeWorks through MetLife
    b. 888-319-7819 available 24/7/365
    c. EAP website at MetLife/Lifeworks EAP
        i. Username: metlifeeap
        ii. Password: eap
c. Ohio Quitline number 800-QUIT-NOW (800-784-8669).
d. Ohio Tobacco Quit information at Ohio Cessation Home Page
e. Portage County information at Portage County Tobacco Cessation or 330-296-9919, ext. 129
f. For those who want to quit, recently quit, want to say quit, or want to help others quit:
    a. Resources and chat feature at SmokeFree.gov
g. American Lung Association Call Center at 800-548-8252
h. Centers for Disease Control and Prevention's Quit Smoking Resources Page
    a. Strategies to Quit Smoking at Build Your Quit Plan

Implementation and Compliance

All students, faculty, and staff are responsible for adhering to and enforcing this policy.

The Office of the Dean of Students is responsible for overall student compliance. Residential Education and Commuter Services are responsible for enforcement in campus student residences, per the Hiram College Student Handbook. Human Resources will address faculty and staff violations.

This policy will be included in the student and employee handbooks, new employee and student onboarding documentation, and other campus documents where appropriate. In addition, Hiram College will provide a comprehensive marketing and signage effort to ensure that all college visitors, vendors, guests, and other people arriving on property owned or leased by the institution, are aware of this policy.

Policy violations will be treated in a manner congruent with offenses to the Student Code of Conduct (students) and the Employee Handbook (faculty/staff). Campus Security Officers may enforce this policy.

Violations may be reported by emailing a complaint to TobaccoFree@hiram.edu. Complaints should be filed within five (5) days of observing a potential violation to be facilitated promptly. Complaints may also be filed with Campus Safety.

The success of this policy will depend upon the thoughtfulness, consideration, and cooperation of all students, faculty, and staff.

Employees who violate the above policies are subject to disciplinary action up to and including termination of employment.

Weapon-Free Workplace Policy

Employees are prohibited from bringing firearms, explosives, or weapons of any kind onto college property, including parking lots. Examples of items not permitted on college premises include, but are not limited to, handguns, firearms, crossbows, compound or recurve bows, shotguns, knives, fireworks, arrows, explosives, ammunition, or any other substance, weapon, or device which could cause harm or induce panic. Prohibited weapons also include any object that gives the appearance of being an actual weapon, such that a reasonable person would believe it to be an actual weapon that poses a threat. This policy also includes firearms for which an employee has a permit or license. Finally, this policy is in effect while employees are performing college business away from the College or attending college-sponsored functions that are held off campus.

Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

Drug and Alcohol Testing-Fitness for Duty

In accordance with its Drug Free Workplace Policy, the College has established the following Fitness for Duty/Drug and Alcohol Testing Program.

Reasonable Suspicion

If a supervisor or department manager/director has a reasonable suspicion that an employee may be under the influence of drugs and/or alcohol during work activity, the supervisor shall immediately:

- Contact Human Resources if the observation occurs during regular business hours (8:00 a.m. – 5:00 p.m.), or
- Contact either Human Resources or Campus Safety if the observation occurs before or after regular business hours.

A Human Resources staff member will come to the worksite and evaluate the situation. If Human Resources, in consultation with the department management, determines that a drug and/or alcohol test is warranted, the employee's immediate supervisor and another member of department management will be required to sign a *Reasonable Suspicion Form*.

The employee will then be asked whether they are willing to submit to a drug and/or alcohol test. If the employee refuses, the employee will be treated as having tested positive and will be referred to and disciplined in accordance with the Fitness for Duty Program.

If the employee agrees to the drug and/or alcohol test, they will be escorted by either a Human Resources or Campus Safety representative to an approved testing site. If the employee leaves the testing site at any point prior to being tested, the employee will be treated as having tested positive and will be referred to and disciplined in accordance with the Fitness for Duty Program. Upon conclusion of the test, Human Resources will determine whether the employee will be taken back to their worksite or their residence. During the testing and findings period, the employee will be placed on the leave status determined appropriate by Human Resources in light of the particular circumstances of the case.

If the employee's test results are positive, the employee will be referred to and disciplined in accordance with the Fitness for Duty Program. If the employee's test results are negative, the investigation may be closed by Human Resources or referred to other mental health or health care services.

Vehicle Accident

Employees involved in a vehicle accident while driving for Hiram College business must follow the reporting procedures outlined above in Fitness for Duty. Upon being notified of a vehicle accident by the employee's supervisor and/or Campus Safety, Human Resources will consult with the appropriate parties and determine whether a drug and/or alcohol test is appropriate.

If a Human Resources representative determines that a drug and/or alcohol test is appropriate, a Human Resources or Campus Safety representative will meet the employee at the accident site and take them directly to an approved testing facility. If the employee needs immediate medical attention, the Human Resources representative will attempt to contact the medical facility where the employee seeks treatment to arrange for a drug and/or alcohol test.

If the employee refuses to submit to the test or leaves the testing site at any point prior to being tested, the employee will be treated as having tested positive and will be referred to and disciplined in accordance with the Fitness for Duty Program. Upon conclusion of the test, Human Resources will determine whether the employee will be taken back to their worksite or residence. During the testing and findings period, the employee will be placed on the leave status determined appropriate by Human Resources in light of the particular circumstances of the case.

If the employee's test results are positive, the employee will be referred to and disciplined in accordance with the Fitness for Duty Program. If the employee's test results are negative, the investigation will be closed by Human Resources.

Employees involved in a non-vehicle-related accident on work time may be required to submit to a drug and/or alcohol test pursuant to the College's Workers' Compensation Procedures. The results of the drug and/or alcohol test or the employee's refusal to submit to the test may affect the employee's eligibility for compensation and benefits.

Commercial Driver License

In accordance with rules issued by the U.S. Department of Transportation, the Ohio Department of Transportation and the College's Drug-Free Workplace Program, employees who are required by the College to have a Commercial Driver License (CDL) are subject to drug and alcohol testing.

Fitness for Duty Program

New-hires who have been employeed by the College less than 90 days are not eligible to participate in the Fitness for Duty Program. If a new-hire employee tests positive for drugs or alcohol under any of the above-cited testing procedures, their employment will be terminated immediately.

Employees who are employed more than 90 days and test positive for drugs and alcohol pursuant to a "reasonable suspicision" or "post-accident" test will be offered the opportunity to enroll in a "Last Chance Agreement" through the Fitness for Duty Program. Refusal to enroll in the program will result in immediate termination of employment. If the employee enrolls in the program, they must complete the program or they will be subject to immediate termination of employment.

Employees enrolled in the Fitness for Duty Program will be required to submit to intensive outpatient treatment through the College's EAP. The employee will also be subject to periodic, unannounced drug/alcohol tests for the duration of the program. If the employee complies with all requirements of the program and does not test positive during the period, they will return to regular status. If the employee tests positive for drugs and/or alcohol at any time during that period or refuses to submit to a random test, the employee will be considered in violation of their last chance agreement and will be terminated from college employment. Employees who refuse or neglect to seek treatment will be in violation of the terms of their Fitness for Duty Agreement and will be terminated from College employment.

An employee who is concerned about a substance abuse problem may voluntarily enroll in the Fitness for Duty Program at any time. Employees who voluntarily enroll, however, will not be required to sign a "last chance agreement" unless they test positive for drugs or alcohol while in the program.

An employee whose performance is below standard or who has violated a work rule cannot avoid discipline by enrolling in a treatment program or by enrolling in the Fitness for Duty Program.

Physical and Mental Health-Fitness for Duty

The College may require that an employee submit to a Fitness for Duty Examination if the College has reasonable cause to believe a physical or mental health condition is preventing the employee from performing required job duties or is causing an employee to engage in disruptive or potentially dangerous behavior. If a department director, in consultation with Human Resources, determines that an employee's behavior and/or condition warrants a Fitness for Duty Examination, the department director shall complete a Medical Examination Request Form and submit it to Human Resources. Upon receipt of the Medical Examination Request Form, the employee will be scheduled for an examination with an appropriate licensed practitioner. The employee will be notified of the date and time of their examination. At the sole discretion of the Executive Director of Human Resources, the employee may be placed on administrative leave pending the results of the examination. The employee will be required to adhere to all requirements of employees on paid administrative leave.

An employee's refusal to submit to an examination or the unexcused failure to appear for an examination amounts to insubordination, which may result in discipline up to and including termination of employment.

An employee will be responsible for the costs associated with an unexcused failure to appear at a scheduled examination.

Upon completion of the examination, the College will receive a report outlining the physician's opinion regarding the employee's fitness for duty. The employee will also receive a copy of the physician's report unless the physician determines that the disclosure of the information is likely to have an adverse effect on the employee, in which case the information shall be released to a physician, psychiatrist, or psychologist who is designated by the person or by the person's legal guardian. If the physician determines that the employee is fit for duty, the employee shall return to work on the day immediately following the day they are notified of the physician's findings or as soon as practicable. Failure to return to work will subject the employee to discipline pursuant to the Attendance Policy.

If the physician determines that the employee is not fit for duty, the employee will not be returned to work, will be taken off administrative leave, and will be required to use their accrued paid leave (sick days first, then vacation days) or go on an unpaid leave. The employee will remain off work while the medical conditions identified by the physician remain unresolved. The employee should submit medical documentation from their treating physician to the Fitness for Duty physician. The Fitness for Duty physician will determine whether the treatment provided renders the employee fit for duty and able to return to work in their job classification.

APPROPRIATE USE OF INFORMATION, TECHNOLOGY & SOCIAL MEDIA

Confidential and Proprietary Information

Employees of Hiram College will receive and have access to confidential and proprietary information regarding the College, faculty, students, and vendors. Protecting confidential information and trade secrets is vital to the interests and success of the College. Such information includes, but is not limited to, the following examples:

- student information,
- compensation data,
- customer lists,
- financial information, and
- business strategies.

Employees are not to disclose any such confidential or proprietary information to:

- Any other person in the organization unless there is a legitimate business reason for doing so, or
- Any person outside the organization, unless management has expressly stated that the information can be disclosed to that person.

This obligation exists even after the employee has left the College.

The College protects confidential and proprietary information by restricting employees' and visitors' access to designated areas and documents to those with legitimate reasons to view them.

Employees who improperly use or disclose trade secrets or confidential information will be subject to disciplinary action up to and including termination of employment, even if they do not benefit from the disclosed information.

Acceptable Use of Technology

Hiram College provides technology resources, including a campus network, as a service to students, faculty, staff, and other members of the Hiram community. Maintained by the Hiram College Information Technology Department, the network and associated systems support the instruction and operations of the College.

This policy applies to students, faculty, and staff of Hiram College as well as contractors, consultants, temporaries, and other support personnel at Hiram College to ensure the adequate protection of individual users, equitable access, and proper management of those resources. The purpose of this policy is to outline the acceptable use of electronic equipment and services provided by Hiram College. Inappropriate use exposes Hiram College to risks, including virus attacks, legal liability issues, and the compromise of network systems, data, and services. Using college systems and resources signifies understanding and agreement with these terms.

Hiram College owns Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, enterprise systems, software, operating systems, storage media, network accounts providing electronic mail, World Wide Web browsing, file transfer protocol (FTP), mobile tablets, and college-

provided cellular telephones or smartphones. These systems are to be used for academic and business purposes that serve the best interests of the College. Since the College provides all of the aforementioned technology, communication, and computing equipment and systems to serve the College's interest and purpose, it may monitor, restrict, or revoke these resources for reasons it deems necessary.

All official communications, including emergency notifications, are distributed via college-sanctioned email accounts. It is the responsibility of all individuals to monitor their Hiram College-provided email account regularly. While employees may, at times, receive and send email communication that is personal in nature, neither the email system nor other technologies are provided to serve personal use. Hence, employees shall not use their Hiram email to sell or advertise the sale of personal items, to promote any activity that is not related to their employment at the College, to solicit support of any political candidate or issue, or to send mass email notices to others, including employees, on any matter unrelated to Hiram College business.

In addition to resources and services provided directly by the College, users may have access (through their college affiliation) to third-party sourced technologies. The Acceptable Use Policy, plus any applicable policy or restriction issued by the third-party provider, is in effect in these circumstances.

Effective data security requires a wholesale community effort. This means that every Hiram College student, faculty, staff member, and affiliate dealing with information or information systems must familiarize themselves with policies delineated here and elsewhere and comply fully.

Individual Responsibilities

Hiram College strives to provide fair and distributed access to computing and network facilities for the entire community of users. Hiram College intends to make information on the Internet available to the college community. Members are responsible for selecting, viewing, and utilizing resources.

To foster trust and intellectual freedom, users must practice courtesy, common sense, and restraint in using shared resources. Improper use of Hiram facilities may prevent others from gaining fair access to those facilities.

Furthermore, users must remember that networks or systems outside of Hiram College (including those in other countries) may have distinctive policies and procedures. Users are advised to learn and abide by the policies and procedures of these external networks.

All college community members should contribute to the system's security by conscientiously protecting their access privileges. For example, users must select a secure password and change it every 90 days. Users should never share their username and password with anybody, nor should they ever use another person's login credentials. Likewise, the computer system administrators will act promptly when evidence of severe compromises to the system's security is detected.

Below are the personal responsibilities of each user regarding their account, network resources, technology equipment, and any other college-owned technical resources.

- Users should keep passwords secure and not share accounts. Authorized users are responsible for the security of their passwords and accounts.

- All PCs, laptops, mobile devices, and workstations should be secured with a password-protected screensaver or security code.

- All system devices should be locked or logged out when unattended.

- Because information on portable computers is especially vulnerable, users must always exercise special care when working from such a device. Protect laptops, external data storage, and other mobile devices in accordance with good judgment and best practices in protecting college-owned equipment.

- All faculty and staff Apple iPad devices should enable a passcode for data security.

- Postings by employees from a Hiram College email address to external groups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of Hiram College unless posting is in the course of business duties.

- All computing equipment used by the employee connected to the Hiram College Internet/Intranet/Extranet, whether owned by the employee or Hiram College, should be protected by a current antivirus program where applicable.

- Employees must use extreme caution when opening email attachments from unknown or external senders, which may contain viruses, email bombs, or other malware. When in doubt, call or email the IT Helpdesk before opening a suspicious email.

- We do not guarantee email is private. Use your best judgment when sending sensitive information.

- Like email, maintaining personal storage locations is the user's responsibility. The user should:
    - conserve server disk space by removing outdated or unnecessary files, and
    - not keep anything that the user considers private in the network storage area (files in network storage may be accessible by persons with system privileges).

Conduct

All users of the Hiram College Network must comply with all state and federal laws. Activities that violate the Acceptable Use Policy include, but are not limited to, those in the following list:

- Propagating unsolicited email messages, including sending "junk mail" or other promotional material regarding any item, activity, or event unrelated to the employee's duties at Hiram College. This includes sending or forwarding mass mailings with the intent of flooding ("spamming" or "bombing") the accounts of others or creating or forwarding "chain letters," "Ponzi," or other "pyramid schemes" of any type.

- Using electronic mail, telephone, or other Information Technology resources to abuse, harass, or intimidate college community members based on any protected characteristics, including race, ethnic origin, creed, gender, or sexual orientation. This can be determined by, but is not limited to, the language, frequency, and size of messages to community members. Any sexually suggestive materials displayed in public places, classrooms, or workplaces may constitute sexual harassment.

- Using college email, telephone, or other Information Technology resources to communicate real or perceived information, opinions, or observations that erode enrollment efforts, friend or fundraising efforts, or other operations undertaken in the College's best interest.
- Unauthorized use, or forging, of email header information.

- Solicitation of email addresses for use by external persons or entities with the intent to harass or to collect replies.

- Using unsolicited email originating from within Hiram College's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Hiram College or connected via Hiram College's network.

- Forging the identity of a user or another Information Technology resource that does not rightfully belong to you.

- Violating copyright laws and their fair use provisions through inappropriate reproduction, distribution, or peer-to-peer file sharing of copyrighted files (including movies, music, computer software, text, and images).

- Using the College's network to download or store inappropriate materials (example: pornographic or illegally obtained copyright materials).

- Using the College's infrastructure to gain unauthorized access to other computer systems.

- Unauthorized connecting of equipment to the campus network (including personal hubs/switches/routers and wireless routers in rooms).

- Attempting to break into the system by circumventing data protection schemes or uncovering security loopholes. This includes the wrongful use of programs that are designed to identify security loopholes and/or decrypt intentionally secure data.

- Knowingly or negligently performing an act that will interfere with the normal operation of computers, peripherals, or networks.

- Attempting to damage or to place excessive load on a computer system or network by using programs, such as (but not limited to) computer viruses, Trojan Horses, and worms.

- Deliberately wasting or overloading computing or printing resources or deliberately using excessive bandwidth on the network.

- Violating terms of software licensing agreements.

- Using college resources for non-academic commercial activity such as creating products or services for sale without express the College's approval.

- Transmitting or reproducing materials that are slanderous or defamatory, or that otherwise violate existing laws or College regulations.

- Attempting to wrongfully monitor or tamper with another individual's use of the College's Information Technology infrastructure (such as reading, copying, changing, or deleting another user's files or software) without the knowledge and agreement of the owner.

Authorization

- An employee's supervisor determines the personal use of Hiram College computing resources by staff employees during and beyond the workday.

- Use of college computing and network facilities for non-academic commercial monetary gain requires the approval of the College and may require a written contract that gives full details of any financial obligation or charge for use, if any.

- Connecting network devices, such as "network hubs, switches, or wireless routers," to the campus system requires authorization from the Executive Director of Information Technology or their designee.

- Setting up a domain on a computer located on the Hiram College network requires authorization from the Executive Director of Information Technology or their designee.

Enforcement of Policies

Failure to comply with any of the above policies may result in termination of network privileges, college disciplinary action, and/or criminal prosecution.

Users may unwittingly create problems for others by employing, for example, programs that monopolize the network bandwidth. In such cases, the Executive Director of Information Technology (or designee) will contact the user and explain why and how the user needs to modify their electronic behavior. A policy clarification letter may be written. In cases of repeated problematic behavior, the Executive Director of Information Technology may recommend to the appropriate Dean or supervisor that a formal disciplinary process be initiated.

Access to computing resources may be suspended temporarily at any time by the Executive Director of Information Technology (or designee) if there is clear evidence to suggest that the resource(s) are being used in a manner that violates the Acceptable Use Policy. In such a case, the owner of the account will be sent notification of this action.

Upon suspension, a user can appeal the issue with the Executive Director of Information Technology (or designee) in order to reestablish an account. The Executive Director of Information Technology (or designee) may also choose to refer the case for disciplinary action in accordance with established procedures.

Criminal and Civil Liability

Persons who are found to promote or engage in these infringements may be held liable for any damage fees, attorney fees, and criminal penalties that may apply. Penalties can vary depending on the number and value of infringed and/or exchanged material. Some offenses range from one (1) to three (3) years prison sentence and substantial fines.

Acceptable Social Media Use

The use of social media has grown significantly in popularity over the past decade and has transformed how the College communicates at an individual and an institutional level. Hiram College respects and

embraces the power of social media and the opportunity it offers to communicate within the Hiram College community (students, faculty, staff, alums, partners, vendors, and trustees) and beyond.

This surge in usage makes it necessary for the College to recognize and remind all stakeholders that using social media at Hiram College or concerning the College is governed by the same laws, regulations, policies, rules of conduct, and etiquette that apply to all other campus activities. Activities that are conducted in a private nature but in a way that reflects poorly on the College or interferes with the College's business can be subject to disciplinary action.

Scope

This policy applies to all use of social media by Hiram College students, faculty, and staff when representing or discussing matters concerning the College and/or members of the College community, regardless of whether such use involves the College's network, hardware distributed through the Tech & Trek program, or other computer resources.

For the purpose of this policy, social media includes but is not limited to written, audio, and visual content distributed through the following channels: texting; blogs; podcasts; webcasts; and proprietary platforms such as Facebook, Flickr, Google+, Instagram, LinkedIn, Snapchat, Twitter, and YouTube.

Purpose

This policy is intended to provide students, faculty, and staff with guidance concerning the appropriate use of social media and to set forth rules for the administration of Hiram College's social media sites. The College recognizes that proper use of social media for college purposes consistent with other college policies and utilizing internet tools for personal social media purposes can effectively demonstrate expertise and cultivate relationships that can support the individual and the College. This policy is intended to ensure that college or personal use of social media does not interfere with the business of the College, including the College's business relationships and its relationships with its students, the public, and the community.

Usage Guidelines

Individuals utilizing Hiram College social media sites, communicating with the Hiram College community, or discussing the College on any site, whether through the college network and/or equipment or through a personal account, using a personal phone, computer, or other device, must adhere to the following:

- Do not use social media to make false claims about Hiram College programs or services; spread gossip, rumors, or unverified information about the College; or insult, disrespect, or defame the College. This includes attempts to mask one's personal identity or attribute comments to another individual (real or fictitious).

- Personal participation in any social networking medium may not in any way reflect that the individual is representing the views of the College. The employee must clearly disclaim that the views expressed by the employee are not those of the employer.

- Use of social networking is subject to the same confidentiality, non-disclosure, privileged information, and intellectual property protections that are present in all of the College's communications and transactions. Special care must be taken to protect confidential information of all of the College's students and to protect the security of the College's proprietary information. Be sure to obtain permission and signed talent releases from anyone who appears in a photo or video.

Blank release forms are available from College Relations and should be returned to College Relations after they are signed.

- References to any of the College's business partners, vendors, donors, or supporters are not permitted without the express written consent of the individual or entity.

- Communication regarding co-workers must be respectful, civil, and non-derogatory. The use of social media to insult, bully, harass, defame, or threaten another person, entity, or organization is prohibited. Communications that are disruptive to the College's operations or business relationships or otherwise violate the College's policies, including but not limited to policies prohibiting workplace discrimination and harassment, violate this policy and are subject to disciplinary action.

- Personal social networking activities cannot interfere with work commitments or otherwise violate the College's Acceptable Computer Use policy and procedures.

- Copyright laws will apply to social networking communications; references or sources should be cited. Keep in mind that information widely available to the public may be subject to copyright restrictions prohibiting unauthorized duplication or dissemination. Refrain from posting trademarked content (logos, names, brands, symbols) without express permission from the trademark owner.

- College logos and trademarks may not be used without written consent of the College.

- Any employee who participates in any social networking medium is responsible for their postings and may be personally liable for any legal violations. The College will not assume any responsibility or liability for such activities and will not defend the employee in the event of any legal action. If applicable, observed online conduct that appears to violate the law may also be reported to law enforcement authorities.

A violation of this policy may result in disciplinary action up to and including termination of employment.

Social Media Site Approval, Registration, Administration, and Requirements

Approval. Hiram College social media sites may be administered on behalf of the College as an institution, individual schools, programs, faculty members in connection with a specific course, and student organizations. Unauthorized use of the Hiram College name, logo, and trademarks without an authorized official's permission is strictly prohibited.

Any faculty, staff, or function within the College who seeks authorization for a new social media site will be expected to define an appropriate purpose for the site and present a clear and viable plan for managing its content.

To ensure adherence to brand guidelines, the naming of pages or accounts and the selection of profile pictures or icons are subject to the review and approval of College Relations. While College Relations is not responsible for monitoring or pre-screening content posted on non-institutional-level sites, the department reserves the right to remove, without notice, any content that it determines to be harmful, offensive, commercial, or otherwise in violation of law or this policy. If you observe questionable content, please promptly notify College Relations.

All Hiram College-related sites that represent the institution, schools, programs, departments, and sponsored by faculty, staff, or students must be approved by College Relations.

Registration. Administrators of all Hiram College social media sites shall register their sites annually with College Relations. While College Relations is not required to monitor content of these sites, it may, in its own discretion, review site content periodically to ensure policy is followed and the site remains active. College Relations reserves the right to remove or deny renewal of a site that is not maintained or does not abide by the rules detailed in this policy.

Administrators. Each authorized Hiram College social media site must have a designated administrator. College Relations must be notified of any changes or additions to designated administrators, and a representative from College Relations must be added as an administrator to each account.

Site Requirements. Terms of Use: Sites should include rules by which users agree to abide to follow or comment on posts.

Privacy Policy. Sites on which personally identifiable information is recorded must include either a link or text detailing Hiram College's Privacy Policy.

Disclaimer. Sites should include a statement of denial or disavowal of legal claims related to material or comments posted on the site.

ATTENDANCE, REMOTE WORK & FLEXIBLE WORK SCHEDULES

Attendance

All employees are expected to maintain regular, punctual attendance at work on campus and remotely. While there may be times when conditions require an employee to leave early, arrive late, or be absent, unsatisfactory attendance will not be permitted. Work schedules may vary depending on the department's needs, function, or circumstances.

When it is necessary to be absent from work for planned medical reasons or personal reasons, including vacation, employees must obtain advanced permission from their supervisor explaining why they will be absent and when they expect to return to work. Ideally, written notice should be given two (2) weeks prior to an anticipated vacation or planned leave of absence. If an unexpected illness or circumstance occurs, staff employees should make every effort to notify their supervisor via phone, text, or email no less than one (1) hour before their start time. Supervisors should instruct their employees as to which method of notification they prefer to be informed for non-emergency absences. In emergencies, it is permissible for a family member to notify an employee's supervisor of their absence. When it is necessary for a faculty member or instructional employee to be absent, they should consult the Faculty Academic Handbook.

Campus Emergencies

As a residential college, Hiram College rarely closes due to inclement weather. When weather conditions are so extreme that it becomes necessary to close the College, employees will be notified at the earliest possible time as follows:

- Campus-wide voicemail (Hiram extensions only)
- Campus-wide email (Hiram email accounts),
- Special notice on www.hiram.edu,
- By calling 330-569-5959 (recorded message on the status of the College),
- Text messages to employees' cell phones, and
- Local television and radio stations.

The College does not expect employees to take unnecessary risks to report or remain at work. In cases where an employee decides, due to personal circumstances, that it is best not to report to work or to leave early because of adverse weather conditions and where the College has not issued a closing, late opening, or early dismissal, the employee is expected to use available paid personal, vacation hours/days, or leave without pay.

There may be occasions when the College will determine that certain employees, due to their job functions and the operation of the College, will be required to report to work despite a college closure.

Remote Work Policy

Scope

The Remote Work Policy applies to all full-time and part-time employees of Hiram College and faculty to the extent provided in Section IV(C)(1) below.

Purpose

The purpose of this Policy is to allow employees an alternate work location for all or part of their workweek. Remote work arrangements can improve productivity and job performance, promote administrative efficiencies, reduce parking congestion and transportation costs, and support continuity of operations. Remote work can also sustain the recruitment and retention of a highly qualified diverse workforce by widening our demographic base and increasing employee engagement by enhancing the work/life balance.

Definitions

Alternate work location: An approved location other than the Hiram College campus, where official college business is performed. The most common alternate work location is an employee's home, subject to the approval described in this Policy.

Central workplace: Hiram College campus.

Remote work: A work arrangement where the employee enters into a formal agreement with the College to perform their usual job duties at least one day per week in an alternate work location.

Policy

Remote work is a voluntary alternative appropriate for some employees and some jobs but not all employees and positions. No College employee is entitled to or guaranteed the opportunity to work remotely. For positions eligible for remote work (see Section A below), whether an employee may work remotely is a decision made on a case-by-case basis, taking into consideration an evaluation and the likelihood of the employee succeeding in a remote work arrangement and an assessment of the supervisor's ability to manage the remote worker. Remote work arrangements are most commonly for partial remote work, for example, working remotely two or three days per week.

Remote work may also be considered case-by-case as a reasonable accommodation for qualified employees with disabilities.

Employees approved for remote work must sign a *Remote Work Agreement* with the College consistent with this Policy.

All remote employees perform the same work they would in the central workplace according to their job performance expectations and other agreed-upon terms. Remote Work Agreements may be established for a long-term or short-term period.

An employee's classification, compensation, and benefits will not change if the employee is approved for remote work.

Hiram College may establish remote work as a condition of employment based on the College's business needs. When applicable, this information will be included with all job advertisements and correspondence offering employment.

A. Eligible Positions and Employees

In consultation with the Executive Director of Human Resources, supervisors will analyze the nature of a position and how the work is performed to determine which positions are appropriate to designate or approve for remote work. Several factors will be considered in determining the feasibility of remote work and whether duties require specific equipment or tools that cannot be replicated at a remote location. Other critical considerations include whether:

- In-person interaction with colleagues, clients, or customers is necessary;
- There is a need for face-to-face interaction and coordination of work with other employees;
- The position requires the employee to have immediate access to documents or additional information only located in the workplace;
- The remote work arrangement will impact service quality or College operations or increase the workload of other employees;
- The position can be structured to be performed independently of others with minimal need for support and little face-to-face interaction; and
- Performance can be measured by quantitative or qualitative results-oriented standards, not time spent doing the job.

A position designated as remote work-eligible will often indicate that partial rather than full-time remote work is feasible. The Office of Human Resources, in consultation with College departments, will identify broad categories of positions that are not eligible for remote work, including, but not limited to, direct service and place-specific positions. The Office of Human Resources and supervisors reserve the right to identify other positions that are not eligible for remote work.

If an employee in an eligible position requests approval for remote work, the supervisor will determine whether the request is approved in consultation with the Office of Human Resources. Generally, the following conditions must be met to approve an employee for a remote work arrangement:

- The employee has completed new hire training and the probationary period set by their department;
- The employee has no active formal disciplinary actions on file for the current or immediately preceding review period;
- The employee has demonstrated the ability to work productively independently and is self-motivated and flexible.

B. General Expectations and Conditions

1. ***Compliance with Policies***. Employees must agree to comply with College rules, policies, practices, instructions, and understand that violation of such may result in the termination of the remote work arrangement and/or disciplinary action, up to and including dismissal. Employees who work remotely will be subject to the same policies as other employees, including information security and data protection policies.

2. ***Hours of Work***. The number of hours that remote work employees are expected to work will not change, regardless of work location. The College also expects the same level of productivity from remote work employees expected from employees at the central workplace. Remote work employees who are not exempt from overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the College. Hours worked in excess of those specified in the Remote Work Agreement will require the supervisor's advance approval.

Remote work is not intended to serve as a substitute for child or adult care. If children or adults needing dependent care are in the alternate work location during the employee's work hours, another person must be present to provide the care.

Supervisors may require remote work employees to report to the central workplace as needed for work-related meetings or other events to discuss work progress or other work-related issues.

3. ***Use of Leave***. Employees cannot use remote work in place of sick leave, Family and Medical Leave, Short-term or Long-term Disability Leave, Workers' Compensation leave, or other types of leave. However, the College may determine it may be appropriate to offer remote work as an opportunity for partial or complete return-to-work based on the College's return-to-work policies following an injury or illness and the criteria generally applied to decisions regarding the approval of remote work.

4. ***Safety***. Employees approved for remote work must maintain a worksite environment suitable for accomplishing their job duties during scheduled work hours. All remote work employees are required to complete and sign the *Remote Work Location Checklist.*

5. ***Liability***. The College assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed-upon work hours or for injuries that occur during working hours but do not arise out of and in the course of employment. The College also assumes no liability for damages to the remote work employee's real or personal property resulting from participation in the remote work program.

   The employee will agree to hold the College harmless for injury to others at the alternate work location. Employees may not conduct in-person work-related meetings at the alternative work location.

   Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations. Employees agree to practice the same safety habits they would use at the College and maintain safe conditions in their alternate work locations. Employees must follow standard procedures for reporting illness or injury.

6. ***Equipment and Materials.*** The College provides equipment and materials needed by employees to perform their duties effectively at the central workplace. However, the College will not duplicate resources between the main workplace and the alternate work location.

   Remote work employees may use College-owned equipment only for legitimate College purposes. Remote work employees are responsible for protecting College-owned equipment from theft, damage, and unauthorized use. The College will maintain, service, and repair College-owned equipment used in the normal course of employment. The College will stipulate who is responsible for transporting and installing equipment and returning it to campus for service or repairs.

   The Remote Work Agreement may also permit employees to use their own equipment. When employees are authorized to use their own equipment, the College is not responsible for the cost, repair, or service of the employee's equipment unless otherwise expressly agreed to in advance in the Remote Work Agreement.

7. ***Costs of Remote Work*.** The College is not obligated to assume responsibility for operating expenses, home maintenance, or other costs incurred by employees using their homes as remote work alternate locations.

The College may use appropriated funds for remote work expenses if there are business needs and funding permits for mobile phones, internet access, and related services at the remote work location.

8. ***College Information and Records.*** Employees must safeguard College information and records used or accessed while working remotely in accordance with Hiram College's Data Protection Policy. Employees must be granted permission, according to College procedures, to work on restricted-access information or material at alternate work locations. Remote work employees must agree to follow College-approved security procedures to ensure the confidentiality and security of data.

C. Remote Work Agreement

Remote work must be documented as approved through a *Remote Work Agreement.* The Remote Work Agreement establishes the specific conditions for employees working in alternate locations. The Remote Work Agreement must be approved by the department Vice President, the employee's supervisor, and the Executive Director of Human Resources.

An Agreement will typically be for one year with a renewable term, but an Agreement may be made for a shorter period. Renewal is not guaranteed; the supervisor will consider the remote work arrangements, employee performance, and other circumstances to determine whether to renew the Agreement.

1. ***Exceptions to the Remote Work Agreement Requirement.*** It is an accepted practice for teaching and research faculty to carry out their work with varied schedules on campus and at alternate locations. Typically, a formal Remote Work Agreement will not be required for faculty unless the regular work assignment is consistently at an alternate work location (i.e., not the standard assigned office).

   Occasionally, a department may determine that employees may need to work at alternate worksites for a short time to accommodate unusual circumstances, such as a brief office closing for renovations, an electrical outage, or inclement weather. In such cases, a formal Remote Work Agreement is not required. However, the supervisor should document by email to their employees and specify work expectations and the anticipated duration of the remote work.

2. ***Modification or Termination of the Remote Work Agreement.*** In consultation with the Office of Human Resources, the supervisor may modify or terminate the Remote Work Agreement early or before the end of the specified term for performance concerns, changing operational needs, or any other non-discriminatory reason. The employee may also terminate the Remote Work Agreement at any time unless it is a condition of employment. Agreement termination should be made with at least two weeks' advance notice.

Enforcement, Complaints, Grievances, or Appeals

Employees who disagree with a denial of a request to work remotely or any other action relating to this Policy are encouraged to discuss the concern with their supervisor. If the discussion with the supervisor does not resolve the issue, an employee may request an informal review of the remote work decision by the Office of Human Resources. Remote work decisions may be grievable under the existing Grievance Procedure as described in the Employee Handbook.

Flexible Work Policy

Scope

Full-time exempt and non-exempt staff of Hiram College are eligible for consideration of flexible work arrangements.

Purpose

The purpose of this Policy is to allow employees flexible work alternatives for all or part of their workweek. Flexible work arrangements can improve productivity and job performance, promote administrative efficiencies, and support the continuity of operations. Flexible work arrangements can also sustain the recruitment and retention of a highly qualified diverse workforce by widening our demographic base and increasing employee engagement by enhancing work/life balance.

Definitions

Flexible work schedule (Flextime): Fluctuating start and end times during the workday or workweek.

Compressed workweek: Working the equivalent of a full-time week in less than five (5) days.

Policy

Flexible work arrangements will be considered on a case-by-case basis. Flexible work may be appropriate for some employees and jobs but not all employees and positions. No College employee is entitled to or guaranteed the opportunity for flexible work arrangements.

Supervisors are in the best position to understand the work demands and the staff member's capacity to succeed in a flexible work arrangement. Supervisors are responsible for managing flexible work arrangements.

Flexible work arrangements will generally be based on mutual agreement. However, the College may establish flexible work as a condition of employment based on the business needs of the College. In such cases, the flextime requirement will be included when the position is advertised and in the offer of employment.

Flexible work arrangements may also be considered case-by-case as a reasonable accommodation for qualified employees with disabilities.

An employee's classification, compensation, and benefits will not change if the employee is approved for a flexible work arrangement.

Employees approved for flexible work schedules must sign a *Flexible Work Agreement* with the College consistent with this Policy.

A. Requirements for Approval

Staff members must meet the following criteria before being approved for a flexible work arrangement:

- The employee has completed new hire training and the probationary period set by their department;

- The employee meets deadlines, produces quality work, and has sustained acceptable levels of work performance, conduct, behavior, and attendance;
- The employee has no documented disciplinary actions in the preceding 12 months.

B. Schedule

It is assumed staff approved for a flexible work arrangement will work scheduled weekly hours. However, staff may also be required to work additional time (with supervisor approval) to handle short-term projects and satisfy weekly work requirements.

C. Flextime

1. Scheduled

Flextime work arrangements allow staff to choose their daily starting and ending hours within certain limits. Staff must work the agreed upon flextime scheduled hours each day (i.e., 8 hours for full-time employees unless approved for a compressed work week). Scheduled flextime must meet department operational and College needs.

a. Federal and state laws do not require exempt or non-exempt employees to take lunch breaks. Therefore, a short lunch break or no lunch break may be worked into a flexible work arrangement.

b. **Flextime work arrangements require a three-month trial period before implementing a 12-month agreement**.

2. Occasional

Occasional flextime allows staff to work extra time on one day to be able to work a shorter day on another day within one work week to meet personal or family obligations. Additionally, occasional variations in lunch schedules are acceptable. These occasional variations in schedules do not require an Agreement. However, occasional flextime must meet department operational and College needs.

D. Compressed Work Week

A compressed workweek allows staff to work longer days for part of the week in exchange for one day off each week. Compressed workweeks are most appropriate when an employee does not have to keep pace with incoming daily work or when several staff members perform the same job. The compressed workweek option available to staff is a 4-day workweek.

Four-day Workweek (assuming 40 hours/week) – Staff utilizing this scheduling will work four 10-hour days and take off one (1) workday per week if this option is available to them and their position. This schedule must be fixed for the term of the Agreement, is typically a minimum of three (3) months, and the day off cannot vary from week to week or month to month.

Compressed workweek schedules require a three-month trial period before implementing a 12-month agreement.

E. Procedure

Staff interested in being considered for a flexible work arrangement should discuss the options with their supervisor. Requests must be approved according to the procedure below.

1. The staff member completes a *Flexible Work Schedule Request Form* and submits it to their supervisor.
2. The supervisor will review the request and may need additional follow-up with the staff member to discuss how specific duties and responsibilities will be covered.
3. The supervisor submits the *Flexible Work Schedule Request Form* to their VP.
    a. If the supervisor does not report directly to their VP, they should discuss the request with their supervisor and obtain their approval before submitting the form to their VP.
4. If approved, a *Flexible Work Schedule Agreement* is to be signed by the employee and their supervisor. The *Agreement* is located at the bottom of the *Flexible Work Schedule Request Form*.
5. The *Flexible Work Schedule Request* form is to be submitted to Human Resources via HR@hiram.edu.
6. If the approved request was for a compressed workweek, upon conclusion of the trial period, the supervisor should have appropriate discussions with the employee to determine if the compressed workweek should continue, be modified, or terminated.
7. Flexible work arrangements and compressed work week hours are to be entered into an employee's Outlook signature line and posted on or next to their office door or workstation.

A flexible work arrangement will typically be for one year with a renewable term, but an agreement may be made for a shorter period. Renewal is not guaranteed; the supervisor will consider employee performance, the needs of the department, and other circumstances to determine whether to renew the flexible work arrangement.

Modification or Termination of a Flexible Work Arrangement

In consultation with the Office of Human Resources, the supervisor may modify or terminate a Flexible Work Arrangement early or before the end of the specified term for performance concerns, changing operational needs, or any other non-discriminatory reason. The employee may also terminate the Flexible Work Arrangement at any time unless it is a condition of employment. Any such termination to a Flexible Work Arrangement should be made with at least two weeks' advance notice.

Enforcement, Complaints, Grievances, or Appeals

Employees who disagree with a denial of a request for a Flexible Work Arrangement or any other action relating to this Policy are encouraged to discuss the concern with their supervisor. If the discussion with the supervisor does not resolve the issue, an employee may request an informal review of the flexible work schedule decision by the Office of Human Resources. Flexible work decisions may be grievable under the existing Grievance Procedure as described in the Employee Handbook.

LEAVES OF ABSENCE, SICK & VACATION DAYS, HOLIDAYS, VPTO

Family Medical Leave Act (FMLA)

Pursuant to the Family and Medical Leave Act (FMLA), the College provides a leave of absence, with or without pay, to eligible employees for the following reasons:

- Birth of a child to an employee or the placement of an adopted or foster care child with the employee;
- An employee's documented responsibility to care for their child, step-child, foster child, or a spouse or parent with a serious health condition[1];
- An employee's own serious health condition that makes the employee unable to perform the functions of their position; and
- A qualifying armed forces exigency involving the spouse, son, daughter, or parent of the employee on active duty in the Armed Forces or has been notified of an impending call to active duty status in support of a contingency operation.

Employees who have been employed with the College for at least 12 months and who have worked at least 1,250 hours in the year preceding the leave are eligible to apply for FMLA. Eligible employees may take a maximum of 12 work weeks of leave in a 12-month period for covered reasons such as those delineated above. In addition, eligible employees may take a maximum of 26 work weeks of leave in a 12-month period to care for a covered service member with a serious injury or illness if the covered military member is a spouse, child, parent, or next of kin.

The 12-month period in which the 12 or 26 weeks of leave entitlement occurs is a rolling 12-month period, measured backward from the date an employee uses any family or medical leave. Thus, each time an employee takes FMLA, the remaining leave entitlement would be any balance of the 12 or 26 weeks, as applicable, which has not been used during the immediate 12 months.

No combination of FMLA shall exceed these maximum limits. If an initial period of absence proves insufficient, consideration will be given to a written request for an extension utilizing a Personal Leave of Absence (PLOA). Such requests are evaluated on an individualized basis.

While on FMLA, employees must use available paid leave, beginning with sick days and then vacation days, if necessary. FMLA runs concurrently with sick or vacation days. Married employees are restricted to a combined total of 12 weeks of leave within any 12-month period for childbirth, adoption, or placement of a foster child or to care for a parent with a serious health condition, and a combined 26 weeks of leave in any 12-month period for leave to care for a covered military member. In the case of a child with a serious health condition, 12 workweeks of leave will be provided to each spouse of a married employee couple.

Eligible employees are to email requests for FMLA to the Executive Director of Human Resources (and copy their supervisor) at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable circumstances. Failure to comply with the notice requirements may result in denial of leave or a deferral of leave until notice is given.

The College will continue to provide health insurance benefits for the entire period of the approved leave. However, all other company-sponsored benefit accruals will be suspended during the leave and will resume upon return to regular employment.

So that an employee's return to work can be scheduled appropriately, an employee is requested to provide advance notice of the date the employee intends to return to work. Any changes to the anticipated return date must be documented by the treating medical provider and shared with the Executive Director of Human Resources within 72 hours of the appointment/consultation. When leave ends, the employee will be reinstated in accordance with applicable law.

Medical Certification–Self
An employee requesting leave because of their own serious health condition must provide medical certification of the condition issued by their health care provider to both the supervisor and Human Resources Office.

The medical certification must state:

- name, address, telephone number, and fax number of the health care provider and type of practice/specialization;
- date the medical condition started;
- probable duration of the medical condition or need for treatment;
- whether the employee's condition qualifies under the definition of "serious health condition";
- whether the employee is unable to perform work of any kind or is unable to perform one or more of the essential functions of the position; and
- essential functions of the employee's position as provided by the Human Resources Office.
- If the employee is seeking intermittent leave or a reduced work schedule, the medical certification must include:
    - that it is medically necessary for the employee to be on such a schedule, and
    - an estimate of the number and duration of the treatments.

The College may require that the employee periodically obtain subsequent recertification regarding the employee's serious health condition, particularly if additional leave is requested and approved by the Human Resources Office. Employees should consult with the Human Resources Office regarding specific procedures for continued communication.

The College may require, at its own expense, examination by an independent second health care provider. If the opinion of the second provider differs from the employee's health care provider, the employer may require, at its own expense, a third opinion. The third opinion will be final and binding.

Medical Certification–Child/Spouse/Parent
An employee requesting leave to care for a child, spouse, or parent must provide medical certification of the serious health condition of the individual requiring care. The medical certification must state:

- name, address, telephone number, and fax number of the health care provider and type of practice/specialization;
- date the condition started;
- probable duration of the medical condition or need for treatment;
- whether the patient's condition qualifies under the definition of "serious health condition";
- whether the patient requires assistance for basic medical, hygiene, or nutritional needs; safety; or transportation;

- whether the patient's condition warrants the assistance of the employee; and
- estimate by the medical care provider of the period of time during which the employee's presence would be beneficial.
- Additionally, if the employee is seeking intermittent leave or a reduced work schedule, the medical certification must include:
    - a statement that it is medically necessary for the employee to be on such a schedule and an estimate of the number and duration of the treatments, and
    - a statement by the employee of the care they will provide, an estimate of the period during which the care will be provided, and a proposed schedule.

The College may require, at its discretion, that the employee periodically obtain subsequent recertification regarding the serious health condition of the employee's child, spouse, or parent, particularly if additional leave is requested. Employees should consult with the Human Resources Office regarding specific procedures for continued communication.

Medical Certification–Covered Military Member
An employee requesting leave to care for a covered military member must obtain a certification completed by an authorized healthcare provider.

The medical certification must include:

- Name, address, and appropriate contact information of the health care provider, the type of medical practice, the medical specialty, and whether the health care provider is one of the following:
    - a Department of Defense health care provider;
    - a Veteran's Administration health care provider;
    - a Department of Defense TRICARE network authorized private health care provider; or
    - a Department of Defense non-network TRICARE authorized private health care provider.
- whether the covered military member's injury or illness was incurred in the line of duty on active duty; and
- the approximate date on which the serious injury or illness commenced and its probable duration.

Any employee wishing to take a medical leave associated with a covered military member's medical condition must supply a statement or description of appropriate medical facts regarding the covered military member's health condition. The medical facts must sufficiently support the employee's need for leave. The summary of medical facts must include information on whether the injury or illness may render the covered military member medically unfit to perform the military member's office duties, grade, rank, or rating and whether the military member is receiving medical treatment, recuperation, or therapy.

If an employee requests leave on an intermittent or reduced schedule basis to care for a covered military member for planned medical treatment appointments for a covered military member, the certification must include:

- whether there is medical necessity for the covered military member to have such periodic care, and
- an estimate of the treatment schedule of such appointments.

If an employee requests leave on an intermittent or reduced schedule basis to care for a covered military member other than for planned medical treatment (e.g., episodic flare-ups of a medical condition), the certification must include:

- whether there is a medical necessity for the covered military member to have such periodic care, which can include assisting in the covered military member's recovery; and
- an estimate of the frequency and duration of the periodic care.

Certification for Qualifying Exigency–Covered Military Member
If requesting leave because of a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military. The document must indicate that the covered military member is on active duty or call to active duty status in support of a contingency operation and the dates of the covered military member's active duty status.[2]

The employee must also provide a certification which includes:

- a statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which leave is requested. The facts must be sufficient to support the need for leave and must include:
    - type of qualifying exigency for which leave is requested and
    - any written documentation which supports the request for leave.

- approximate date on which the qualifying exigency commenced or will commence;

- estimate of the frequency and duration of the qualifying exigency (if an employee requests leave because of a qualifying exigency on an intermittent or reduced schedule basis); and

- appropriate contact information for the individual or entity with whom the employee is meeting (such as name, title, organization, address, telephone number, fax number, and e-mail address) and a brief description of the purpose of the meeting (if the qualifying exigency involves meeting with a third party).

Personal Leave of Absence Policy (PLOA)

Scope

Exempt and non-exempt staff of Hiram College, full-time and part-time, who have been employed for a minimum of 90 days are eligible to request a Personal Leave of Absence (PLOA) when they do not qualify for leave through the Family Medical Leave Act (FMLA), or when the scope of FMLA does not cover their circumstance. Exceptions to the ninety days of employment requirement will be made to comply with the Pregnancy Discrimination Act of 1978 (PDA).

Purpose

The purpose of this Policy is to provide a leave of absence for employees who are not eligible for FMLA because they have not yet been employed at Hiram College for one year, have not worked 1,250 hours during the previous 12 months, or when the scope of FMLA does not cover the need for a leave of absence. Additionally, the purpose of this Policy is to comply with the PDA.

Policy

Eligible employees may request a PLOA when they are ***not*** eligible for FMLA or when the scope of FMLA does not cover the reason for a leave of absence. A PLOA may not be used in place of FMLA.

If an employee becomes eligible for FMLA during the timeframe of an approved PLOA, they must then utilize FMLA. For example, if an employee reaches one year of employment after four weeks of an approved PLOA, they must apply for FMLA. The request for FMLA and approval process remains unchanged.

A PLOA will not interfere with an employee's rights under FMLA.

A PLOA may be approved for a maximum of 12 weeks in a "rolling" 12-month period measured from the first day of PLOA leave.

A PLOA does not provide the job protections afforded through FMLA. Hiram College will attempt to hold an employee's position open during PLOA; however, it is not guaranteed.

Requests for PLOA will be reviewed on an individual basis in consideration of the needs of Hiram College and federal and state law. PLOA's must be approved by the employee's supervisor and the Executive Director of Human Resources.

Accepting employment and working outside Hiram College is not a qualified reason for PLOA.

A. Process to Request PLOA

- An employee who wants to request a PLOA must complete the ***Personal Leave of Absence Request Form (Non-FMLA)*** and return it to the Office of Human Resources.
    - If the request for PLOA is for an employee's own serious health condition, the employee must provide their health care provider with a ***Certification of Health Care Provider for Employee's Serious Health Condition (Non-FMLA)*** to complete and return to Human Resources within three weeks of the request for PLOA.
    - If the request for PLOA is due to the serious health condition of a family member, the employee must provide the family member's health care provider with a ***Certification of Health Care Provider for Family Member's Serious Health Condition (Non-FMLA)*** to complete and return to Human Resources within three weeks of the request for PLOA.
        - If an employee fails to obtain a completed Certification form from the applicable health care provider and return it to Human Resources within three weeks of the written request for PLOA, the request for PLOA will be considered withdrawn.
        - Employees may request a written extension of the date for the health care provider to complete and return the Certification.
        - PLOA requests will be processed ***after*** completed medical Certifications are received.
    - If the request for PLOA is due to "other," the employee must complete a ***Statement of PLOA Purpose*** and return it to the Office of Human Resources when they submit their ***PLOA Request Form***.
        - If an employee fails to submit a completed ***Statement of PLOA Purpose***, the request for PLOA will not be processed.
        - The College reserves the right to request additional documentation.

- The College reserves the right to request an employee to provide reasonable documentation or a statement to establish the relationship between themselves and the family member, including *in loco parentis* relationships. If requested, the employee may provide a simple statement of the relationship or provide documentation such as a child's birth certificate, a court document, or documents regarding foster care or adoption-related activities. Official documents submitted for this purpose will be returned to the employee after examination.

B. Use of Sick Days and Vacation Days During PLOA

- Employees are required to use available sick days and vacation days during PLOA. The following applies:
  - Sick days and vacation days will not accrue during PLOA.
  - Paid Time Off of any kind will run concurrently with the PLOA.
    - Available sick days will be applied first.
    - Available vacation days will be applied second.
    - If available, an employee may apply their two personal days and the floating holiday.
- After eligible sick and vacation days are exhausted, the PLOA becomes unpaid leave.

C. Employee Benefits

Employee benefits, including health, dental, vision, group life insurance, short-term disability, long-term disability, flexible spending account (FSA), and voluntary retirement plan contributions, must be maintained during any period of PLOA under the same conditions as if the employee had continued to work. During any portion of PLOA in which the employee receives sick or vacation pay, the share of premiums will continue to be deducted from the employee's paycheck(s).

During any unpaid portion of PLOA, the employee must continue to make regular contributions to the cost of their insurance premiums. To make arrangements to continue to make these premium payments, the employee must contact the Payroll Manager.

Employees will have a minimum grace period of 30 days to make premium payments. If payment is not made timely, benefits in which the employee is enrolled, including health coverage, may be canceled, provided the College notifies the employee in writing at least 15 days before the date that the coverage will lapse.

D. Status Reports and Return-to-Work

If an employee's PLOA is scheduled for longer than two weeks (10 business days), they will be required to furnish their supervisor and the Office of Human Resources with periodic status reports of their intent to return to work. This status notification must be emailed to the employee's direct supervisor ***and*** HR@hiram.edu.

Failure to provide the required status update may result in a determination of job abandonment. Additionally, unless an extension to an employee's PLOA has been granted in writing, failure to return to work on the expected return date may result in a determination of job abandonment.

Faculty Leaves of Absence

Faculty Short-Term Disability

A faculty member who is unable to work because of illness or disability for one or two days must notify, by phone or email, both the Vice President/Dean of the College's Office and the School Director's office as soon as possible to minimize inconvenience for students and other members of the community. It is expected that, as a matter of professional courtesy, faculty colleagues will substitute for the absent member in their teaching assignments whenever possible. Where this is not possible, the faculty member will be expected to make up any missed classes upon returning to work as soon as possible. It is expected that the faculty member will exercise the benefit described in this section with discretion so that there be minimal disruption to the academic program or inconvenience to their students and faculty colleagues.

Faculty Medical Leave

Any absence from work due to personal illness or injury that extends beyond four (4) work days must be covered by a medical leave of absence. A faculty member who becomes ill or disabled must request, as promptly as possible, a medical leave from the Vice President of Academic Affairs and Dean of the College, who will make arrangements with the Human Resources Office to initiate a medical leave. A physician's certificate indicating the date of inception, nature, and estimated duration of the illness or disability shall be provided to the Vice President and Dean of the College within ten (10) calendar days.

The 10-day notification period cited above may be modified in emergency or unusual situations at the discretion of the Vice President of Academic Affairs and Dean of the College. When a faculty member knows in advance of an expected absence due to temporary disability, they shall notify their School Director of this fact at once, and they may continue to work provided they are physically able to perform their duties adequately and safely. The School Director shall transmit such notification received to the Dean upon receipt. Please refer to the Family and Medical Leave Act Policy (FMLA) provisions. This medical leave provision is administered concurrently with any provision covered by FMLA.

To initiate or continue a request to go out on medical leave, faculty must show evidence of disability that is satisfactory to the College. Faculty and academic personnel leave will be reviewed periodically by the Vice President and Dean of the College.

Full salary continuation will be available for all substantiated faculty medical leaves for up to six (6) months at the faculty's current salary. At its discretion, the College may ask for documentation showing continued disability status.

The status of being on "indefinite medical leave with recall rights" shall apply to tenured members who are medically disabled and who have exhausted medical leave privileges. Such members shall have the right of reinstatement to full-time status with their last rank and tenure, provided an authorized vacancy exists in their program and they comply with return-to-work medical documentation requirements, for up to two (2) years. The status of being on "medical leave" shall apply to non-tenured members who are medically disabled and who have exhausted medical leave privileges. Such members may be reinstated at their last rank if: 1) such reinstatement is recommended by the School Director and the Appointment, Tenure, and Promotion Committee (ATP); 2) such reinstatement is approved by the Vice President of Academic Affairs and Dean of the College; and 3) they comply with return-to-work medical documentation requirements.

Faculty who are disabled and unable to work for more than six (6) months may become eligible for Long-Term Disability (LTD) benefits under the insurance program. Faculty who remain off work for more than six (6) months because of personal illness or injury, upon written request and evidence of disability, may

be granted an extended medical leave of absence without pay for a period of up to an additional six (6) months or up to a maximum of one (1) year from their last day worked. Faculty who return to work following an approved medical leave of absence will, provided that business conditions permit and to the extent required by applicable law, return to the same or equivalent job and compensation. If business conditions do not permit, or if the position has been filled permanently, a faculty member may be offered a job opportunity based on qualifications and availability within the College.

The College will continue medical, dental, life, and LTD premiums for up to the first six (6) months of medical leave of absence, with the College paying its portion of the premium and the faculty member continuing to pay their portion of the premium. These premiums will continue for up to an additional six (6) months based on one (1) month for each full, continuous year of the faculty member's service to date. Faculty who do not return to work within one (1) year of their last day worked will have their employment relationship with the College terminated. The Human Resources Office will review and provide COBRA benefit continuation options at that time.

Staff Sick Leave

Paid sick hours are granted to help all professional, exempt, and non-exempt regular full-time staff employees, including staff on a 10-month work schedule, avoid a loss of income due to excused absences, as defined below.

Staff employees accumulate sick leave to cover excused absences. The College requires employees who take leave under the Family and Medical Leave Act or our Personal Leave of Absence Policy to use sick leave during their absence. When an employee takes FMLA (continuous or intermittent), sick days must be taken and will run concurrently with FMLA. Likewise, when an employee takes a PLOA, sick leave must be taken and will run concurrently with PLOA.

New Hires - Staff Sick Leave

New full-time staff employees hired after July 1, 2023, including those on a 10-month work assignment, will begin accumulating sick leave on the first day of the month following their hire date. For the 2023-2023 academic year, newly hired staff employees will earn three and one-third (3.34) ***days each month*** for exempt employees and 26.72 ***hours each month*** for non-exempt (hourly) employees. For the 2024-2025 academic year and following, newly hired staff employees will earn two and one half (2.5) days each month for exempt employees and 20 hours each month for non-exempt employees.

Current Staff Sick Leave

Current full-time staff employees, including those on a 10-month work assignment, received 40 new sick days (320 hours for non-exempt) on July 1, 2023, for the 2023-2024 academic year. For the academic year 2024-2025 and the following academic years, current full-time staff employees will receive 30 new sick days (240 hours for non-exempt) every July 1st.

Sick "Bank" Accumulation

Starting with the academic year 2023-2024, earned unused sick days/hours may be carried over from the current academic year to the new academic year for a maximum of 100 sick days for exempt employees and 800 sick hours for non-exempt employees.

Employees who need to use sick leave beyond the days/hours accumulated may request to go up to two (2) weeks in the red with their days/hours. Please contact the Office of Human Resources to request approval to go in the red with sick leave.

No accumulated sick leave will be paid out upon cessation of employment from Hiram College (voluntary or involuntary).

Sick Leave Tracking

Exempt employees must record all sick leave on a quarterly *Staff Vacation & Sick Leave Tracking* form. Employees are to keep their tracking forms up-to-date. The first week of every new quarter, employees are to submit their completed and signed forms to their supervisors for signature. Supervisors are to scan/email signed forms to HR@hiram.edu. Failure to follow this process may lead to disciplinary action. ***No*** tracking information of remaining sick leave (or vacation) for exempt employees is on the Hiram Portal, as Banner does not track sick or vacation days for salaried employees.

Non-exempt employees (hourly) must record sick leave *hours* on their bi-weekly timesheets signed by their supervisors. Sick leave hours are tracked through the Banner payroll system. The remaining sick hours can be found in the Hiram portal.

Sick Leave Pay Rate

In utilizing excused sick leave, a full-time staff employee will be paid 100% of their daily pay rate for the number of sick days/hours used against those accumulated. Additionally, if an employee is on a *Compressed Work Schedule*, for example, working four ten-hour days, a sick day will be paid at the rate of 1.25 days for an exempt employee and 10 hours for a non-exempt employee.

Excused Sick Leave

Sick leave may be used and is authorized as excused for the following instances:

- Employee illness (contagious or otherwise) or injury
- Employee medical and ancillary health appointments
- Illness or injury of a family member
    - Includes: spouse, partner, children, stepchildren, foster children, parents, parents-in-law, and brothers/sisters-in-law
- Medical and ancillary health appointments for a family member as listed above
- Employee or family emergency

Examples of Unexcused Sick Leave

- Sick leave may not be taken to enhance an employee's vacation time
- Sick leave may not be used in place of personal or vacation time
    - i.e., Parent-student conferences or school-related activity
- Sick leave may not be used for late arrival to or early departure from work

Supervisor Notification of Sick Leave

Employees must notify their immediate supervisor to take an excused absence. When possible, we ask that employees provide advance notification. When advance notification cannot be provided, employees must

notify their supervisor as early in the day as possible, preferably *before* the employee's start time. In addition, employees must provide daily notice of their intent to take a sick day if multiple sick days are needed. The following methods are acceptable methods of notification. (Please check with your supervisor to learn their preferred notification method.)

Notification Methods

- Email supervisor
- Call supervisor
- Text supervisor
- Immediate family members may call your supervisor when there is an emergency.

Verification/Documentation

Under the circumstances listed below, written verification of an excused absence may be required. This verification does not apply to continuous or intermittent FMLA or PLOA.

- After a sick leave of four (4) or more days;
- If an employee takes sick leave immediately before or after a paid holiday;
- If there is a frequent or patterned use of sick leave;
- At a supervisor's discretion, or
- At the request of Human Resources.

Long-Term Disability

Employees who are disabled and unable to work for more than six (6) months may become eligible for Long-Term Disability benefits under the insurance program. Employees who remain off work for more than six (6) months because of personal illness or injury, upon written request and evidence of disability, may be granted an extended medical leave of absence without pay for a period of up to an additional six (6) months or up to a maximum of one year from their last day worked. Employees who return to work following an approved medical leave of absence will, provided that business conditions permit and to the extent required by applicable law, return to the same or equivalent job and compensation. If business conditions do not permit, or if the position has been filled permanently, an employee may be offered a job opportunity based on qualifications and availability within the College.

The College will continue medical, dental, life, STD, and LTD premiums for up to the FMLA-mandated timeframe of medical leave of absence, with the College paying their portion of the premium and the employee continuing to pay their amount of any premiums. Employees who do not return to work within one year of their last day worked will have their employment relationship with the College terminated. The Human Resources Office will review and provide COBRA benefit continuation options at that time.

Staff Vacation

Vacation for 12-Month Full-Time Staff

Newly hired, full-time staff (both exempt and non-exempt on a 12-month work schedule) will earn a pro-rated amount (1.67 days) of vacation, beginning with the first month following their month of hire, for each

whole month of employment during their first year of employment through the end of the fiscal year (June 30th). Vacation time will then be calculated on a fiscal year basis (July 1st through June 30th).

Full-time, 12-month staff employees are eligible for 20 vacation days each fiscal year. Employees are vested (for purposes of payout of unused vacation days upon termination of employment) for vacation eligibility beginning each fiscal year according to the following schedule, although all 20 days are available for immediate use:

Vesting Dates	Vacation Eligibility
July 1	5 days
October 1	5 days
January 1	5 days
April 1	5 days
Total	**20 days**

All vacation days must be taken within the fiscal year earned. Up to ten (10) days may be carried over into the next fiscal year. The days carried over must be used within the first 90 days of the new fiscal year unless extended by the Vice President of the area where the staff employee works. Upon cessation of employment, vacation is paid out according to the vesting schedule above. It is calculated on an employee's base salary if the employee gives the appropriate resignation notice (see " Resignation " section).

Vacations must be scheduled with and approved by the employee's supervisor. Choice of vacation time is subject to the approval of the employee's supervisor in accordance with work requirements. Vacations will, so far as practical, be granted as requested by the employee, with preference given to employees with seniority if there is a scheduling conflict. Minimum increments of one-half (½) day will be granted.

Full-time employees are eligible for personal hours based on their annual work schedule. After completing four (4) months of full-time continuous employment, an employee is eligible for two (2) paid personal days per fiscal year, which must be taken in increments of no less than one-half day. The employee's supervisor must approve requests for personal time. Personal hours cannot carry over from one fiscal year to another, and employees are not paid for unused personal hours upon termination of employment.

Vacation for 10-Month Full-Time Staff

Full-time staff employees on a 10-month work schedule are eligible for 17 vacation days. Newly hired employees will earn a prorated vacation accrual of 1.42 days, beginning with the first month following their month of hire, for each month of employment during their first year through the end of the fiscal year (June 30th). Employees are vested (for purposes of payout of unused vacation days upon termination of employment) for vacation eligibility beginning each fiscal year according to the following schedule. However, all 17 days are available for immediate use:

Vesting Dates	Vacation Eligibility
July 1	4.25 days
October 1	4.25 days
January 1	4.25 days
April 1	4.25 days
Total	**17 days**

Holidays

The College observes the following holidays:

Independence Day
Labor Day
Thanksgiving
The day after Thanksgiving
Holiday Break
- (Varies from year-to-year, but no less than Christmas Eve through New Year's Day)
- In 2023: Monday, December 18, 2023, through Monday, January 1, 2024

Martin Luther King, Jr. Day
President's Day
Memorial Day
Juneteenth
Floater Day

Holiday observance dates and work schedules are communicated to employees each year. Certain offices must remain open for business with sufficient staff on holidays when students will be on campus and when classes are in session. Employees required to work on a paid holiday will be granted an alternate work day off with pay within the same month.

Volunteer Paid Time Off Policy (VPTO)

Scope

Full-time exempt and non-exempt employees of Weltman who have been employed for at least 90 days are eligible to participate. Employees on any corrective disciplinary action are not eligible.

Purpose

The purpose of this policy is to encourage all eligible employees to utilize Volunteer Paid Time Off (VPTO) to make a positive difference in their community by supporting non-profit organizations.

Policy

Eligible employees may receive up to two days (16) hours) of Volunteer Paid Time Off each academic year to perform volunteer services through non-profit organizations (including Hiram College) as defined under this policy. Volunteer Paid Time Off will not be charged to an employee's regular vacation.

Volunteer Paid Time Off may be taken in full-day (8 hours) or half-day increments (4 hours) ***only*** during regularly scheduled work hours with advance notice and approval from the employee's supervisor.

Volunteer Paid Time Off must be used in the academic year in which it is granted. If VPTO is not used, it will not be paid out upon termination of employment. Unused VPTO may ***not*** be carried over into the following academic year.

To ensure consistency in managing time off approvals under this policy, Hiram College employees may use their VPTO to serve any charity or organization registered as a 501(c)(3) with the Attorney General in the state of Ohio.

Process

Employees requesting VPTO must complete Section I of the *VPTO Form*. The form must be submitted to your supervisor for approval with reasonable advance notice of the proposed date and time off. Reasonable notice is defined as at least five (5) business days.

- The decision to approve a request is within the discretion of the supervisor and is based upon the operational needs of the department and the college.
- If the time proposed conflicts with business needs, the supervisor may suggest alternative times that the employee may use to volunteer.

Upon completion of volunteer service, the employee must request a representative from the charity or organization complete Section II on the *VPTO Form*.

- The *VPTO Form* is to be returned to the employee's supervisor seven business days before monthly salary payroll for exempt employees to receive the compensation in the upcoming paycheck. For non-exempt employees, the form must be turned in no later than the day timecards are due to receive the compensation in the upcoming paycheck.
- Failure to return the completed form will result in non-payment of the time off.

Military Leave

A military leave of absence will be granted to employees absent from work because of service in the U.S. uniformed services per the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required unless military necessity prevents such notice or it is otherwise impossible or unreasonable. The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible. Paid time off and holiday benefits will continue to accrue during a military leave of absence.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on more extended military leave must apply for reinstatement per USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one, depending on the length of military service, in accordance with USERRA. They will be treated as though they were continuously employed to determine benefits based on length of service.

Jury Duty Leave & Subpoenas

Employees who are summoned for jury duty or subpoenaed as a witness (other than in connection with another job or business of such employee) will be excused from work and will continue to receive their regular salary or regular daily rate while absent for such service for up to two (2) weeks unless an exception is made by the Vice President of the employee's area of employment or the Executive Director of Human Resources. Employees must notify their supervisor when they receive a summons and submit documentation as evidence to the Human Resources Office for record-keeping.

Employees are expected to return to work if released or excused from duty on any day or portion thereof. Employees must present written verification of the day(s) served as a juror or subpoenaed witness upon returning to work. Instructional faculty are strongly encouraged to request a rescheduling of jury duty if the duty conflicts with a time when classes are in session.

Employee Death & Condolences

Given the sense of community that marks Hiram College, faculty and staff bond and draw strength from one another in times of sorrow. In the event of the death of an employee, the College generally makes payment to the employee's estate equal to one month's pay in addition to an amount equal to any unused paid vacation. The College also seeks to support an employee when a spouse, domestic partner, parent, child, sibling, grandparent, mother- or father-in-law, or son- or daughter-in-law passes away. In these events, the Human Resources Office should be notified and provided with the name of the deceased and the funeral arrangements so that condolences can be sent on behalf of the Hiram College community.

Bereavement (Funeral) Leave

If an employee's spouse, partner, parent, child, sibling, or mother- or father-in-law should die, the employee can take up to five (5) working days off with pay to plan and attend the funeral arrangements. If an employee's grandparent, brother- or sister-in-law, son- or daughter-in-law, aunt, uncle, niece, nephew, or cousin should die, the employee can take up to three (3) working days off with pay to attend the funeral arrangements and funeral. The College recognizes that a family death is very stressful and emotional, and estate needs vary from family to family. An employee may find that they need additional time away from work. If this need should arise, an employee may use paid personal or vacation hours. If the deceased is not in the above category, an employee may use vacation or personal time to attend the funeral.

BENEFIT PLANS

After study and consultation, the President approves benefit plans upon the recommendation of the Executive Director of Human Resources and the CFO. Benefit plans are analyzed, revised, discontinued, or added periodically to meet changing needs, objectives, and available resources and at the College's sole discretion. Benefit plans are not to be construed as a contractual obligation of Hiram College.

Separate plans and contracts often cover employee benefits. The policies below are meant to summarize the plans' features and requirements, but to the extent that anything stated in this handbook deviates from the terms of the plans, the plans will supersede the handbook.

Group Insurance Plans

Hiram College's insurance plans include a variety of benefits for which all full-time employees are eligible. These include medical, dental, and optional group life insurance, accidental death and dismemberment insurance, and short and long-term disability coverage. Eligible dependents or a spouse may be enrolled at the employee's expense in the medical, dental, and optional life insurance plans provided in the group insurance program. The costs of each plan vary and are reviewed annually. The College reserves the option to change a plan when it sees fit. Flexible Spending Accounts are available, which permit employees to contribute via pre-tax salary reduction per IRS-documented medical and dependent care expenses that are not reimbursed by other insurance coverage.

Medical, Dental, & Vision Insurance

Medical coverage provides comprehensive medical benefits, including hospitalization, physician fees, lab work, prescription drugs, etc. Dental coverage provides preventative and corrective dental coverage. Vision includes coverage for annual routine eye exams and savings on eyewear or contact lenses. Full-time employees may enroll in medical, dental, vision, and other insurance coverage beginning the first of the month following their month of hire or immediately if hired on the first working day of the month.

Life Insurance and Accidental Death and Dismemberment Insurance

Term life insurance and accidental death and dismemberment insurance is provided for each employee by the College in an amount equal to one time the employee's annual base salary rounded up to the nearest $1,000. New employees are eligible on the first of the month following their month of hire or immediately if hired on the first working day of the month.

The College also offers employees the option of purchasing additional group term life insurance for the employee, spouse, and dependent children.

Short-Term Disability Income

To help employees replace a portion of income during the first six months of a disability, the College provides employees with an option to purchase short-term disability insurance. The College shares the cost of short-term disability with employees 50/50. Generally, you are considered disabled and eligible for short-term benefits if, due to sickness, pregnancy, or accidental injury, you are receiving appropriate

care and treatment and are complying with the requirements of the treatment and are unable to earn more than 80% of your pre-disability earnings at your occupation. After a 14-day elimination (wait) period, the benefit amount is 60% of the employee's pre-disability base earnings up to the plan's maximum weekly benefit of $1,000 (less any amounts received from Social Security, Workers' Compensation, or any other disability program).

Long-Term Disability Income

The College provides employees with a basic disability benefit equal to 50% of the employee's base monthly salary (less any amounts received from Social Security, Workers' Compensation, or any other disability program). The College pays 100% of the basic long-term disability insurance. Employees may purchase additional disability coverage.

Flexible Spending Accounts

Flexible Spending Accounts (FSA's) are available for employees who wish to take advantage of the tax laws while being reimbursed for particular medical and dependent care expenses (as defined by the Internal Revenue Service). One account can be established for eligible medical, dental, and vision expenses of the employee, spouse, and the employee's dependents, which are not reimbursed by other insurance coverage. A second account may also be established for eligible expenses for caring for a dependent child under age 13 or a spouse or other dependent who is physically or mentally incapable of self-care while the employee works.

Employees designate the amount they wish to contribute to their account(s), up to the allowable limits, on a pre-tax basis. The College will deduct the selected amount from each pay over the designated 12-month period. Throughout this consecutive 12-month period, employees may submit claims for payment to a third-party administrator and be reimbursed up to the amount of money allocated to their account. Careful planning is required on the part of each employee. Any money left over at the end of the 12-month designated period cannot be refunded or carried over (except in some instances) to an individual employee. Employees must decide if they wish to participate and, if so, the amounts, which may not change until the beginning of a new 12-month period (unless there is a change in family status).

An FSA is optional. All full-time employees may participate at the time they are eligible for benefits. The College pays the administrative and participation fees associated with this plan. Employees should remember that reducing taxable income may also reduce future Social Security benefits.

Employee Assistance Program (EAP)

Employee Assistance Program (EAP) services assist employees in resolving personal and family issues that may adversely affect work, relationships, and quality of life. EAP services also help identify strategies to maintain health and well-being.
Participation in the program may be voluntary or mandated (under certain circumstances) by management with approval from Human Resources. The EAP is available to all employees. The College pays the costs related to EAP enrollment. EAP services include:

- assessment of problem areas,
- short-term counseling, if necessary, and
- referral to additional support services for more comprehensive treatment.

If extended treatment or counseling is required, an employee's health plan is typically activated to cover allowable services.

All communications with the EAP are confidential, and employees who participate are assured that their job, future, and reputation will neither be jeopardized nor benefited by utilizing the EAP program. It is the responsibility of the employee to follow through with referrals for assessment of a problem and to follow recommendations of the diagnostician or counseling agent.

Employees interested in using the EAP services or who have questions regarding the program should contact Human Resources or the employer's EAP provider.

Retirement Plan

All employees employed for at least 12 months and have completed 90 days of service may participate in the College's Retirement Plan. A Hiram College employee will earn a Year of Eligibility Service only if they are credited with 1,000 or more hours of service in the 12-month period beginning with their hire date. If an employee does not satisfy the eligibility requirements during that first measuring period, eligibility will be calculated based on a 12-month period beginning with the anniversary of the hire date. The plan involves mutual participation–the employee contributes a percentage of their regular salary, and the College contributes a percentage of the employee's regular salary. See the Retirement Plan document for additional details. This is provided to all participants on an annual basis. In 2023, the College eliminated mandatory contributions. Relative to the retirement plan features and policies, the Plan Document is the ruling document.

Eligible employees contribute to and receive contributions from the College as follows:

Years of Service	Employee Contribution	College Contribution
91 days to 3 years	up to 2% annual base salary	100% up to 2% annual base salary
4 or more years	up to 3% annual base salary	100% up to 3% annual base salary

The current investment vehicle of the retirement plan is the Teachers Insurance Annuity Associate (TIAA) and the College Retirement Equities Funds (CREF). TIAA-CREF offers several annuity and investment options for plan contributions. TIAA-CREF will provide details about annuity and investment options directly to plan participants.

Employees may also participate in the Supplemental Retirement Annuity Plan (SRA) to set aside tax-deferred funds over and above amounts accumulated under the College's retirement plans. SRAs are available only for premiums remitted on a tax-deferred basis that do not exceed certain limits of the Internal Revenue Code. All full- and part-time employees may contribute to the SRA Plan upon hire. SRAs can also be used by employees who wish to contribute more than 5% to the retirement plan. SRAs have the additional advantage of an attractive loan feature, which is available prior to termination of employment. SRA funds consist of employee contributions only. The current investment vehicle of the supplemental retirement plan is the Teachers Insurance Annuity Associate (TIAA) and the College Retirement Equities Funds (CREF).

Please refer to the summary plan description booklet for the Hiram College Retirement Plan for a detailed explanation of the eligibility requirements and benefit provisions.

Tuition Waiver Benefits

The College offers a tuition waiver plan that allows employees to pursue personal and professional growth opportunities related to their present position and future opportunities they may want to explore at the College.

Full-time employees or employees with an annual work schedule of at least 1,560 hours per year, their dependent children, and their spouses may enroll in up to 136 credit hours as part of the College's tuition exemption plan. Tuition benefits will be equivalent to current tuition, less any non-need-based financial aid funding, including, but not limited to, Hiram Merit Scholarships and Hiram grants of circumstance (Alumni Grants). To participate in the program, employees must meet all admissions requirements, and there must be space in the courses the employee wishes to enroll in. Before an employee can take or register for classes scheduled during the employee's work day, the employee must gain the consent of their supervisor and agree to an alternate work schedule that ensures that they can make up work missed during class sessions.

Employees in the Traditional College are charged for fees and room and board if utilized. A per-credit-hour fee is charged for all Weekend College coursework taken. The fee is charged whether the student takes the course for credit or auditing. Any applicable fees will also be charged.

The employee must complete a *Tuition Waiver Form*, available through Human Resources and the Hiram portal, for ***each semester*** they are registered for courses. The completed form must then be submitted to HR@hiram.edu at least 60 days before the semester starts to apply the tuition benefit to the employee's billing account.

For an employee to qualify their child as a "dependent" and eligible for this benefit, the child must 1) be the employee's biological or legally adopted child or the biological or legally adopted child of the employee's spouse; 2) have been claimed as a dependent on the employee's taxes or for which the employee is obligated to provide child support in the year before entering college and each year while enrolled in college; and 3) be under the age of 26 if a full-time student or be permanently or totally disabled at any time during the year.

Employees who voluntarily terminate their employment while their dependent children or spouses are enrolled in courses at Hiram College will be eligible to receive a prorated amount of tuition waiver based on the number of weeks completed in the school term before their termination. A spouse or eligible dependent child who is also enrolled in courses when they lose eligibility due to a change in the employee's employment or dependent status will also receive a prorated tuition waiver on the same basis described above.

In the event of an employee death, the dependent and/or spouse of the deceased employee can finish the academic year on tuition exchange or tuition waiver, whichever program the dependent or spouse was enrolled at the time of the employee's death. The tuition benefit will cease at the end of that academic year.

Full-time employees may enroll in masters-level course work at Hiram College provided there is space in the course and the admissions requirements are satisfied. No more than 40 semester hours of instruction may be obtained through the Master of Arts in Interdisciplinary Studies graduate degree program. The credit hour charge for eligible employees will be 50% of the regular per credit hour cost. Whether the student is taking or auditing the course, this tuition will be charged. All applicable fees will also be charged. Before an employee can take or register for classes scheduled during the employee's work day, the employee must gain consent from their supervisor and agree to an alternate work schedule that ensures they can make up work missed during class sessions.

All eligible employees must apply through the Center for Adult Studies. Enrollment is selective and limited. The Graduate Studies Counsel must approve admission.

The employee must complete a *Tuition Waiver Form*, available on the Hiram portal or through Human Resources, for ***each semester*** they are registered for courses. The employee must submit the completed form to HR@hiram.edu to apply the tuition waiver to the student billing account.

Tuition Exchange Scholarship Program

Hiram College is a member of the Tuition Exchange Scholarship Program. The program enables dependent, unmarried child(ren) of full-time faculty and staff members to attend other exchange colleges and universities at reduced tuition costs. The annual number of tuition exchange scholarships is limited.

For this benefit, "full-time" is defined as faculty or professional staff employees with an annual work schedule of at least 1,560 hours per year. For more information, consult with Human Resources.

COLLEGE FACILITIES AND SERVICES

Every employee of the College is encouraged to use their Hiram College identification card as admission to college-sponsored events such as athletic contests, plays, concert and artist series, and musical events. This privilege does not include events sponsored by organizations outside the College. Identification cards for dependents should be obtained from the Campus Safety Office. The Office of Human Resources has a form that must be submitted to the Campus Safety Office for a dependent to receive a College identification card.

Library

Employees are invited to utilize the facilities of the College Library. Books, CDs, and other material may be borrowed, subject to the same rules and regulations as student borrowers, by presenting a staff/faculty identification card.

Bookstore

The Hiram College Bookstore carries a wide array of school supplies, clothing, gifts, magazines, greeting cards, and textbooks. Faculty and staff members, including their immediate family, receive a discount on all books and supplies. Employees may place monies on their staff/faculty identification card for personal purchases in the Bookstore. Please see the Financial Services Specialist in the Business Office to deposit funds on your ID.

Athletic Facilities

Employees and immediate family members with proper identification are permitted to use the College's athletic facilities during times and with the conditions specified by the Athletic Department. The department reserves the right to issue and enforce regulations regarding the use of its facilities, including restrictions that apply to minors. Details are online regarding a Sports Center Club membership.

Dining Services

Employees may purchase various foods and beverages at reasonable prices in the Bistro inside the Kennedy Center. The Dining Hall offers a variety of meal selections in an all-you-can-eat venue. Employees of the College may purchase a meal card at a reasonable cost to the employee, which allows them to eat in the Dining Hall and Bistro. Employees can purchase meal cards at the Dining Hall.

Parking

Parking is available on a first-come, first-served basis. Employees, their family members, and guests are expected to heed all parking instructions, including those that prohibit parking in any type of reserved area, including but not limited to those reserved for the disabled, special visitors, and vehicles in repair. The College will not be liable for fire, theft, damage, or personal injury involving employees' automobiles. Employees should protect their property by locking their vehicle doors.

Employees are expected to drive safely and exercise care, especially when entering and exiting lots and spaces where the line of vision is obstructed. Employees must register their vehicles and receive a

staff/faculty parking identification card. Human Resources provides instructions for new employees to obtain parking ID cards. Should you lose your vehicle ID card, please contact the Campus Safety Office.

Charitable Contributions

The College supports employees who choose to make charitable contributions to organizations of their choice. Hiram offers payroll deductions to United Way, Community Shares, and Hiram College.

CONCLUSION

This Employee Handbook outlines many policies, expectations, services, and resources, but it is neither an exhaustive nor immutable document. Hiram officials routinely review and revise the policies and procedures contained herein. The College, at its option, may change, delete, suspend, or discontinue any part or parts of information contained in this handbook at any time without prior notice. A "living" version of this handbook is maintained on the Hiram portal for easy access for all employees.

This handbook supersedes any prior handbooks and policies.

We hope employees will find this handbook to be a valuable tool in developing their understanding of the policies, practices, and protocols in place at Hiram College.