



Chaminade University
O F H O N O L U L U

POLICY MANUAL

VOLUME III

**UNIVERSITY-WIDE
EMPLOYMENT POLICIES**

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Volume III

UNIVERSITY-WIDE EMPLOYMENT POLICIES

Institutional Policies Applicable to all Employees of the Institution

3.1 Employment Policies

3.1.1 Equal Employment Policy

Chaminade University provides an equal opportunity for all qualified persons and does not discriminate against an employee or applicant because of race, color, national origin, religion, sex, age, disability (mental or physical), genetic information, ancestry, marital status, arrest or court record status, National Guard participation, victim of domestic or sexual violence status, breastfeeding, or any other protected status. This policy applies to all terms and conditions of employment, including without limitation, hiring, promotion, training, transfer, retention, layoff, return from layoff, compensation, benefits, and termination.

3.1.2 Anti-Discrimination Policy

Chaminade University does not discriminate because of race, color, national origin, religion, sex, age, disability (mental or physical), genetic information, pregnancy, gender identity/expression, sexual orientation, ancestry, marital status, arrest or court record status, National Guard participation, victim of domestic or sexual violence status, breastfeeding, or any other protected status. This policy applies to all terms and conditions of employment.

If an employee believes he/she has been discriminated against, he/she should follow the procedures outlined in the “Procedures for a harassment, discrimination, or retaliation action” enumerated in this Policy Manual.

All allegations of discrimination are taken seriously. Retaliation for reporting discrimination is **prohibited**. However, individuals who intentionally make false reports of discrimination may be disciplined, up to and including termination.

3.1.3 Sexual Harassment, Sexual Misconduct & Anti-Retaliation Policies & Procedures Under Title IX for Faculty, Staff, Students, and Third Parties

Chaminade University of Honolulu recognizes the inherent dignity of all people. Chaminade University is committed to providing an educational and work environment that is free from sexual misconduct and harassment in any form including, but not limited to, sex or gender discrimination, including sexual misconduct such as sexual harassment and sexual assault, stalking, and domestic and dating violence. These behaviors are harmful to the well-being of our community members, the learning/working environment, and collegial relationships among our students, faculty, and staff. All forms of prohibited conduct under this policy are regarded as serious University offenses, and violations will result in discipline, including the possibility of

separation from Chaminade University. State and federal laws also address conduct that may meet Chaminade University's definitions of prohibited conduct, and criminal prosecution may take place independently of any disciplinary action instituted by Chaminade University.

This policy is not intended to inhibit or prohibit educational content or discussions inside or outside of the classroom that include relevant, but controversial or sensitive, subject matters protected by academic freedom. Definitions of the specific forms of harassment that this policy is intended to prohibit are provided below.

Title IX of the Education Amendments of 1972 and its implementing federal regulations prohibits discrimination on the basis of sex or gender in the University's programs and activities. Chaminade University will respond to complaints or reports about prohibited conduct with measures designed to stop the behavior, eliminate any such sex or gender discrimination, prevent the recurrence of the prohibited conduct, and remediate any adverse effects of such conduct on campus or in University-related programs or activities.

Some conduct that falls within this policy may also be punishable under state law. Individuals who feel that they are victims of conduct that may fall within the definitions of prohibited conduct under state law are encouraged to file a police report with outside law enforcement agencies. All individuals also have access to Confidential Resources both on-campus and off campus that they may use for support and guidance without initiating University action.

Chaminade University may have an obligation to make reasonable efforts to investigate and address complaints or reports of sex or gender discrimination, including sexual misconduct, when it becomes aware of such a complaint or report. Once made aware, the University must conduct an investigation, the extent to which is determined by the Title IX Coordinator based on the University's jurisdiction over the Respondent, regardless of how the information was brought to the University's attention or the extent to which the complainant (i.e., an individual who has been subjected to prohibited conduct, according to the complaint or report) wishes to participate or be involved.

3.1.3.1 Anti-Retaliation Policy

Retaliation against anyone involved in filing an internal complaint under this policy, filing an external complaint, participating in the internal or external disciplinary process, or opposing in a reasonable manner an act believed to constitute a violation of this policy, is strictly prohibited and will not be tolerated. Any employee found to have engaged in any retaliation prohibited by this Section will be subject to corrective and/or disciplinary measures.

Making an allegation or initiating a complaint of harassment or discrimination will not affect a complainant's employment, compensation, or work assignments. Initiating a false harassment or discrimination complaint or initiating a harassment or discrimination complaint in bad faith may result in disciplinary action. A finding for the accused that an allegation(s) is unsubstantiated does not constitute a finding the complaint was in bad faith.

If an employee believes he/she has been retaliated against, he/she should follow the procedures outlined in the "Procedures for a harassment, discrimination, or retaliation action" enumerated in this Policy Manual.

In light of these commitments, Chaminade University has adopted this policy, which includes investigation and disciplinary procedures that will be followed in response to allegations of sex or gender discrimination, including sexual misconduct such as sexual harassment and sexual assault, domestic and dating violence, stalking, cyber-bullying/harassment, and related retaliation. In a case of alleged sex or gender discrimination or sexual misconduct, this policy supersedes policies and procedures for other forms of misconduct.

3.1.3.2 Scope and Jurisdiction of Title IX-Related Activities

Matters involving allegations of sex-based discrimination, as well as allegations of sexual misconduct, are subject to review under Title IX and this policy. Depending on the circumstances, matters involving allegations of relationship violence or stalking may also be subject to review under this policy in accordance with Title IX and applicable civil rights laws. This policy governs the conduct of University students, faculty, and staff. Also included in this policy are third parties (i.e., non-members of the University community, such as vendors, alumni/ae, visitors, or local residents).

Third parties are both protected by and subject to this policy. A third party may make a complaint or report of a violation of this policy committed by a member of the University community. A third party may also be sanctioned, including being permanently barred from the University and its campuses for failing to comply with this policy.

This policy also applies to behaviors that take place off-campus and to actions online when the Title IX Coordinator determines that the off-campus or online conduct affects a substantial University interest on a case by case basis. A “substantial University interest” is defined to include:

- A. Any conduct that occurs on all University property and conduct that occurs off University property when the conduct is associated with a University-sponsored program or activity, such as travel, research, internship programs, field trips, retreats or when such conduct may have a continuing adverse effect or could create a hostile environment on campus;
- B. Any action that constitutes a criminal offense as defined by federal or state law or city ordinance whether the action takes place on the University campus or elsewhere;
- C. Any situation in which it appears that the accused individual may present a danger or threat to the health or safety of self or others;
- D. Any situation that significantly impinges upon the rights, property or achievements of self or others or significantly breaches the peace and/or social disorder;
- E. Any situation that is detrimental to the educational interests or mission of the University;
- F. All actions by a member of the University community that involve the use of the University’s computing and network resources from a remote location, including but not limited to accessing email accounts, will be deemed to have occurred on campus (See

Policy Manual 2.9), especially when those online behaviors cause or have potential to cause a substantial on-campus disruption; and

- G. Off-campus discriminatory or harassing communication that is directed at a protected class (or should reasonably be known to have a negative impact on a protected class) by an employee when such speech is made in an employee's official or work-related capacity.

3.1.3.3 Definitions

The sections below define the relevant terms within this policy.

1. Bullying

Bullying is defined as repeated, severe, and/or aggressive behavior likely to intimidate or intentionally hurt, control or diminish another person, physically or mentally on the basis of actual or perceived membership in a protected class. Bullying that falls outside of this policy (i.e., is not based on membership in a protected class) may nonetheless violate other University policies.

2. Complainant

The Complainant is defined as the person bringing the allegations(s) that this policy has been violated. The Complainant can be a victim or another person who has knowledge of the information of an alleged violation of this policy.

3. Respondent

The Respondent is defined as the person accused of violating this policy.

4. Sexual Harassment

Sexual harassment is a form of discriminatory harassment that can include unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, including sexual assault. Sexual harassment, including sexual assault, can involve persons of the same or opposite sex. Types of harassment under Title IX include: (1) Quid pro quo; (2) Hostile Environment; and (3) Retaliation/Retaliatory harassment.

a. Hostile Environment

Hostile environment is defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature which is sufficiently severe or pervasive so as to alter the conditions of an employee's workplace environment. The perpetrator may be an employee, fellow student or a visitor.

b. Quid Pro Quo

Quid pro quo is defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature, when submission to or rejection of such conduct is a bases for decisions affecting the employee's workplace. (e.g., submission to sexual conduct in exchange for a promotion, favorable performance evaluation, job recommendation, or a better grade.)

c. Retaliation/Retaliatory Harassment

Retaliation is defined as any adverse action taken against a person who is participating or participated in a protected activity (such as participating in or otherwise assisting with a University investigatory procedure); filing a complaint alleging prohibited discrimination (including harassment); or otherwise objecting to or reporting a practice that he or she reasonably and in good faith believed was in violation of the University's Anti-Discrimination Policy, where such adverse action is taken because of the person's participation in that protected activity.

Retaliation involves intentional adverse action taken by a respondent or allied third party, absent legitimate nondiscriminatory purposes, that harms the individual as reprisal for reporting a violation of the University's Anti-Discrimination Policy or participating or otherwise assisting in an investigation of an alleged violation of the policy. Taking intentional adverse action against a respondent where the investigation found that the respondent did not violate this policy is also impermissible.

5. Sexual Misconduct

Sexual misconduct, including sexual violence, is defined as sexual acts perpetrated against a person's will or where a person is incapable of giving effective consent. Acts of sexual misconduct may be committed by any person upon any other person, regardless of the sex, gender, sexual orientation and/or gender identity of those involved. Sexual misconduct could include, but is not limited to: sexual violence, bullying, stalking, and sexual harassment.

6. Sexual Violence

Sexual violence is defined as offenses of a sexual nature that may be reported to campus security and/or local law enforcement. Sexual violence could include, but is not limited to: non-consensual sexual contact, dating violence, domestic violence, stalking, and sexual exploitation.

a. Dating Violence

Dating violence is defined as a pattern of abusive behaviors used to exert power and control over a partner. This violence can be physical, sexual, emotional, spiritual, economic, or psychological.

b. Domestic Violence

Domestic violence is defined as 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, or by a person who is or has lived with the victim.

c. Non-Consensual Sexual Contact/Assault

Non-consensual sexual contact is defined as any non-consensual touching of the sexual or other intimate parts of a person, whether directly or through the clothing or other material intended to cover the sexual or other intimate parts. Non-consensual sexual contact also includes non-consensual intercourse that involves

the threat of force, violence, immediate and unlawful bodily injury or threats of future retaliation and duress.

d. Sexual Exploitation

Sexual exploitation occurs when a person takes sexual advantage of another person for his or her own advantage or benefit, regardless of whether such behavior constitutes one of the other sexual misconduct offenses. Examples include but are not limited to:

- i. Non-consensual recording—nonconsensual video or audio recording of sexual activity or nakedness (full or partial).
- ii. Voyeurism—when one individual engages in secretive observation of another for personal sexual pleasure or engages in nonconsensual video or audio recording of sexual acts or nakedness. This behavior violates the dignity of the affected person(s) even if the person(s) secretly viewed or recorded may be unaware of the observation or recording.
- iii. Exposure—the disrobing or exposure of oneself or another person without his or her consent.

e. Stalking

Stalking is defined as a pattern of persistent non-consensual contact that makes another person feel afraid, nervous, harassed, or in danger, including but not limited to pursuit, surveillance, or any other non-consensual contact upon a person on more than one occasion without a legitimate purpose.

- i. Non-consensual contact is defined as any contact that occurs without that person's express desire that the contact be avoided or discontinued and could include, but not limited to direct personal visual or oral contact and contact via telephone, facsimile, or any form of electronic communication including text message, email or posting on social networking sites.
- ii. Stalking with a sexual component—Stalking as defined above includes persistent calling, texting, or posting on social networking sites. When the content of the messages are of a sexual nature, then the conduct also falls within the definition of sexual misconduct.

7. Victim

The Victim is defined as the person who is the recipient of the alleged conduct which violates this policy. The Victim can also be the individual making the complaint.

3.1.3.4 Consent

Consent is knowing, voluntary and clear permission by word or action, to engage in mutually agreed upon sexual activity. Since individuals may experience the same interaction in different ways, it is the responsibility of each party to make certain that the other has consented before

engaging in the activity. For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct.

A person cannot consent if he or she is unable to understand what is happening or is disoriented, helpless, asleep, or unconscious for any reason, including due to alcohol or other drugs. An individual who engages in sexual activity when the individual knows, or should know, that the other person is physically or mentally incapacitated has violated this policy.

It is not an excuse that the individual respondent of sexual misconduct was intoxicated and, therefore did not realize the incapacity of the other. Incapacitation is defined as a state where someone cannot make rational, reasonable decisions because they lack the capacity to give knowing consent (e.g., to understand the “who, what when, where, why or how” of their sexual interaction). This policy also covers a person whose incapacity results from mental disability, involuntary physical restraint, and/or from the taking of incapacitating drugs.

Consent to some sexual activity (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous dating relationship is not sufficient to constitute consent. The existence of consent is based on the totality of the circumstances, including the context in which the alleged incident occurred and any similar previous patterns that may be evidenced. Silence or the absence of resistance alone is not consent. A person can withdraw consent at any time during sexual activity by expressing words or actions that he or she no longer wants the act to continue, and, if that happens, the other person must stop immediately.

3.1.3.5 Mandatory Reporting

Any member of the Chaminade community, employees, student workers, volunteers, and guests who believe that he or she has witnessed or has been the victim of sexual misconduct, harassment, or some other form of discrimination prohibited by this policy and wishes to make a complaint, should contact the Title IX Coordinator. It is also possible for employees to make a report to a supervisor or for students to notify an administrative advisor or a faculty member.

However, all employees, unless they are classified as a Confidential Resource as defined below, receiving a report of a potential violation of this policy are mandated reporters and are expected to promptly contact the Title IX Coordinator to report, any and all, direct or indirect disclosures of possible sex or gender discrimination, including sexual misconduct such as sexual harassment and sexual assault, domestic and dating violence, stalking, and related retaliation to the Title IX Coordinator.

3.1.3.6 Confidential Resource

Employees with a legal obligation to maintain confidentiality, such as counselors, doctors and clergy acting in those roles, are expected to maintain confidentiality consistent with their professional and legal obligations. These Confidential Resources are exempt from the reporting requirement of this policy. If anyone in the Chaminade community would like to discuss a

potential violation of this policy and not have it reported to the Title IX Coordinator, they can do so by speaking with any Confidential Resource identified below.

Confidential resources are available to students and employees both on-campus and off-campus. The Chaminade Counseling Department offers an on-campus confidential counseling service option to students. If a person who has experienced an incident of discrimination or harassment does not desire action by the University and would like the details of the incident to be kept confidential, but desires to confide in someone, the party may speak with the Chaminade Counseling Center (contact information below) and the following Confidential Resources:

For employees, the **Employee Assistance Program (EAP)** is available for confidential counseling services via online and 24-hour crisis line. The EAP contact information is:

Telephone: 888-893-6585 (24 hours/day, 365 days/year)

Online: www.eapbda.com

Login ID: northwestern

Password: eap4u

Mobile: BDA EAP application (available for download)

Password: EAPBDA

On-Campus Confidential Resources include:

Campus Chaplain: 739-8339

Chaminade Counseling Center: Student Support Services 808-735-4845

Off-campus confidential resources are available through the following community organizations:

The Sex Abuse Treatment Center

24 Hour Hotline

808-524-7273

<http://satchawaii.com/>

Domestic Violence Action Center Helpline

808-531-3771

<http://www.domesticviolenceactioncenter.org/>

3.1.3.7 The University Title IX Coordinator

The Executive Director for Compliance & Human Resources serves as the Title IX Coordinator and coordinates the University's compliance with Title IX. The University's Title IX Coordinator can be reached at the following:

Christine Denton
Executive Director for Compliance & Human Resources
Title IX Coordinator
(808) 739-8597
Christine.denton@chaminade.edu

The Title IX Coordinator will be informed of all complaints or reports of violations of this policy, and oversees the University's centralized response to ensure compliance with Title IX. The Title IX Coordinator's responsibilities include (but are not limited to):

- Communicating with all members of the University community regarding Title IX, and providing information about how individuals may access their rights;
- Reviewing applicable University policies to ensure institutional compliance with Title IX;
- Monitoring the University's administration of its own applicable policies, including record keeping, timeframes, and other procedural requirements;
- Conducting training regarding Title IX and prohibited conduct defined in this policy;
- Initiating and conducting a Title IX Administrative Review in order to assess safety risk to the community based on a pattern of behavior and directing intervention measures, as appropriate;
- Acting as the Final Appeal in the Investigatory Process as outlined below;
- Preparing recommendations for possible course of action for final decision-maker after the appeal process has been exhausted or the time for an appeal has lapsed;
- Coordinating efforts with other designated University individuals, who will be appropriately trained, to delegate responsibilities under this policy;
- Intake and responding to any complaint or report regarding conduct that violates this policy.
- Determining whether the complaint falls within the University's jurisdiction;
- Assigning an investigator if the complaint does fall within the University's jurisdiction; and
- Keeping data on all requirements needed to fulfill reporting requirements for Title IX.

3.1.3.8 Privacy and Confidentiality

All activities carried out in response to the University's obligations under Title IX will be conducted with due regard for any privacy and reputational interests of those involved. Materials and information prepared or acquired under Title IX procedures will be shared only with those who have a need to know.

Disclosure of such information will also be made if it is required by law or if the University Title IX Coordinator determines in his or her judgment: (1) that such disclosure is necessary to protect the health, safety, or well-being of members of the Chaminade community; or (2) that such disclosure advances the interests of those involved in the process and/or the University and outweighs the interest in confidentiality.

While the University Title IX Coordinator and/or the assigned investigator will take into account any requests made by a grievant for confidentiality or that a Title IX matter not be investigated, the University Title IX Coordinator will respond to the matter consistent with the requirements of Title IX.

3.1.3.9 Procedures for Filing Complaint

A. Internal Informal Process

Pursuant to the University's current procedure, a person who believes that they have been harassed, discriminated against, or retaliated against has three options available to them in order to resolve the situation **internally**. Selection of less formal options never precludes the future utilization of more formal options, nor does an individual need to exercise less formal options before availing one's self of the more formal complaint process. The three options for internal reporting available to an individual are: "on notice" option given to the offender by the complainant; informal attempts at resolution through the complainant's supervisor, the Assistant Director of Personnel or the Dean of Students; or filing a formal **internal** complaint with the Title IX Coordinator/Executive Director for Compliance and Human Resources.

1. "On Notice" Option

Individuals who feel they have been harassed, discriminated against or retaliated against may choose to put the offender "on notice" that the offender's behavior is unwelcome either verbally or in writing. Often this direct communication by the individual brings a stop to the unwelcome conduct and no further action is necessary. Use of the "on notice" option is not a prerequisite to initiating the complaint procedure set forth in this policy, and the University will not refuse to investigate a complaint on the grounds that the victim did not have a discussion with the offender. In other words, the victim always retains the right to avoid direct interaction with the offender and to initiate the complaint procedure explained in this policy.

2. Informal Complaint Option

Individuals who believe they have been the victim of harassment, discrimination, or retaliation may seek an informal resolution of the problem. Use of the informal complaint procedures is not a prerequisite to initiating a formal **internal** complaint.

Informal complaints may be oral or written and directed to either the complainant's supervisor, the Dean of Students or the Manager of Human Resources. Informal resolution will generally involve the supervisor, the Dean of Students or the Manager of Human Resources serving as a mediator or as a team of mediators in an effort to resolve the complaint. The accused will be informed of the existence and nature of the informal complaint and will have an opportunity to respond. The person(s) hearing the complaint serving as an intermediary will seek a resolution

that both the complainant and the accused can agree upon. The person(s) serving as the intermediary has no authority to either draw unilateral conclusions or take one side or another in the matter. If no mutually satisfactory resolution can be found, the complainant can decide if further action is desired.

In all cases, even before mediation has been attempted, the complainant must be informed of the option of filing a formal **internal** complaint. However, nothing in this informal process should be construed as discouraging of more formal procedures. When concerns are resolved informally, all parties should be cautioned that if repetition of improper conduct is reported, formal investigation and sanctions may take into account behaviors addressed through this informal resolution process.

B. Filing of Formal Complaint

If a person does not want the situation to be handled informally and/or the situation cannot be resolved through the internal process, then a formal complaint can be initiated. A formal complaint can be filed with the Title IX Coordinator/Executive Director for Compliance and Human Resources. When a formal complaint is filed, the following process will be followed.

3.1.3.10 Formal Complaint and Investigatory Process

Once information alleging a violation of Title IX has formally been brought to the attention of the Title IX Coordinator or any employee of the University who is not designated as a Confidential Resource, the following is a description of the process from the intake of the complaint to the final disposition of a case.

Step 1: Intake of an Allegation

The first step in the process is submitting the information to the Title IX Coordinator. The Title IX Coordinator will review the allegation(s) and determine if the allegation affects a substantial University interest as defined above. If it appears from the initial information collected that the complaint alleges facts that warrant an investigation, the Title IX Coordinator will assign an investigator to conduct an investigation into the allegations.

After deciding that an investigation will be conducted into the allegation(s), the Title IX Coordinator will write a letter to the Complainant and the Respondent. The letter to the Complainant will provide information about the immediate next step which will be an interview of the Complainant/Victim. The letter to the Respondent will provide notice of the allegation and general information about the process.

If the Title IX Coordinator determines that the complaint does not fall within the jurisdiction of the University, then the Title IX Coordinator will make the appropriate referrals to on and off campus resources. The Title IX Coordinator will write a letter to the Complainant informing them of the decision that the complaint does not fall within the jurisdiction of the University and the contact of the appropriate resources.

Step 2: The Investigation

The Title IX Coordinator's responsibilities do not include conducting an investigation into allegations. The Title IX Coordinator's responsibility is to assign the task of investigating the allegations to a trained individual. The individual assigned as the Investigator is responsible for conducting a fair and impartial investigation, even absent the filing of a formal complaint, or its subsequent withdrawal. In addition, the Title IX Coordinator may proceed with assigning an Investigator to investigate a formal or informal complaint even if a complainant specifically requests that the matter not be pursued.

While the time it may take to investigate and resolve a Title IX matter will depend on a variety of factors, including the nature and scope of the allegations, the Title IX Coordinator will seek to resolve any complaint within 60 working days of receipt of the complaint. The Title IX Coordinator and/or the assigned Investigator will keep the participants informed of the status of the process. If a complainant chooses to report to law enforcement, an ongoing criminal investigation may delay the University Title IX investigation until such criminal investigation is completed.

The assigned Investigator will collect evidence including but not limited to written and/or audio recorded statements, physical evidence such as photographs, tape recordings of voice mail messages, copies of posting on social media, copies of text messages, and any other information brought to the attention of the assigned Investigator during the collection phase of the investigation.

An investigatory interview will occur with all witnesses. This interview should be an in-person interview. During the investigatory interview, the complainant and the respondent may have an individual of their choice present as their support person. Only one such person may be present during the investigatory interview. However, the complainant and respondent must speak for themselves; the support person is not permitted to speak on behalf of the complaining or responding party.

Upon conclusion of the investigation, the assigned Investigator will write and submit a Final Investigation Report that will include the following:

- A summary of the evidence collected.
- An analysis of the evidence collected.
- A conclusion as to whether or not there is sufficient evidence collected to substantiate the allegation(s) or not.
- If there is sufficient evidence to substantiate the allegation(s), the report will include a determination as to whether or not the factual conclusions are a violation of Title IX and/or any other University policies.
- If there is insufficient evidence to substantiate the allegation(s), there will be conclusion of no cause and the case will be closed.
- The standard of proof used will be by a preponderance of the evidence.

The Investigator will submit a copy of the report to the Title IX Coordinator and a summary of the findings of the investigation to the Complainant and Respondent. Either the Complainant or Respondent may appeal the *findings* of the Investigation to the Title IX Coordinator through the process discussed below. If either party wishes to appeal the sanctions imposed by the appropriate decision maker, that appeal will occur at a later stage using the already established grievance processes for students or employees.

Step 3: Right of Appeal of the Investigation Findings

Any appeal by the Complainant or Respondent must be made in writing within five (5) business days of the receipt of the summary of findings of the investigation. If a party to the matter elects to file an appeal of the findings made by the Investigator such an appeal must be based upon significant and relevant new evidence, which could not before have been presented to the Investigator during the investigation and has since surfaced after the conclusion of the investigation. All Title IX appeals are reviewed by the Executive Director for Compliance and Human Resources/Title IX Coordinator, whose decision shall be final.

Step 4: Review by Title IX Coordinator

When the Title IX Coordinator receives the Final Investigation Report from the assigned Investigator, the Title IX Coordinator will review the findings in the report. The Title IX Coordinator will determine after this review whether the findings and conclusions of the Investigation are sufficient or whether more information is needed.

Once the Title IX Coordinator accepts the Final Investigation Report, the Title IX Coordinator will write a letter to the Complainant and the Respondent informing each of the start and end date of the five (5) day appeal period. In the event that no appeal is filed and the appeal period has lapsed, the Title IX Coordinator/Executive Director of Compliance and Human Resources will issue a Memorandum of Findings (Memorandum) which will include the following information:

- Confirmation of the receipt and review of the Final Investigation Report by the Title IX Coordinator.
- The decision as to whether the Title IX Coordinator accepts the findings and conclusions in the report.
- If the findings are accepted, the Title IX Coordinator will make recommendations for possible course of action for the final decision-maker.

A copy of the Title IX Coordinator’s Memorandum will be sent to the Complainant and Respondent. It will also be sent with a copy of the Final Investigation Report to the appropriate decision maker. The following table shows who will receive the report in each situation:

VICTIM/COMPLAINANT	RESPONDENT	FINAL DECISION MAKER
Student	Student	Dean of Students
Student	Faculty	Provost
Student/Staff Member	Student Worker	Dean of Students
Faculty/Staff Member	Faculty/Staff Member	Provost or PLC Member
Faculty/Staff Member	Student	Dean of Students

Once the Final Decision Maker receives the Final Investigation Report, the Final Decision Maker will determine what course of action will be taken (e.g., counseling, reprimand (oral or written), community service, or discipline up to and including termination or expulsion, etc.) in consultation with the Title IX Coordinator and/or the Assistant Director for Personnel Services. The Final Decision Maker will inform the Respondent and Complainant of the discipline/sanction imposed.

If the Respondent disagrees with the discipline/sanctions imposed, the Final Decision Maker will provide the Respondent an opportunity to meet with the Final Decision Maker. The sole purpose of this meeting will be to give the Respondent an opportunity to be heard on the sole issue of the discipline/sanction imposed. The Respondent will not be allowed to bring up disagreements concerning the findings in the Final Investigation Report. Any disagreement the Respondent had with the findings of the Final Investigation Report shall be made to the Title IX Coordinator during the initial five (5) day appeal period.

After meeting with the Respondent, the Final Decision Maker may keep their original discipline/sanction or change the discipline/sanction based upon the information presented by the Respondent. The Final Decision Maker will issue a letter with his/her final decision. If the Respondent still disagrees, the grievance process in Policy Manual, Volume V, Section 5.12 for staff, Policy Manual, Volume IV, Section 4.14 for Faculty or Policy Manual, and the procedures in the Student Handbook for students will be followed.

3.1.3.11 PERSONS IN POSITIONS OF AUTHORITY

Policy Expectations with Respect to Consensual Relationships

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as faculty and student, supervisor and employee). These relationships may be less consensual than perceived by the individual whose position confers power. The relationship also

may be viewed in different ways by each of the parties, particularly in retrospect. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to a romantic or sexual involvement, this past consent may not remove grounds for a later charge of a violation of applicable sections of this policy. The University does not wish to interfere with private choices regarding personal relationships when these relationships do not interfere with the goals and policies of the University. For the personal protection of members of this community, relationships in which power differentials are inherent (faculty-student, staff-student, administrator-student) are generally discouraged.

SUPERVISOR-SUPERVISEE AMOROUS RELATIONSHIPS

Consenting romantic relationships between a supervisor and a person he or she supervises are discouraged and deemed very unwise. When a supervisor enters an amorous relationship with an employee, he or she must realize that a significant institutional power differential exists. Therefore, if a charge of sexual harassment is subsequently lodged, it will be difficult for the supervisor to rely on the premise that the relationship was entered into by mutual consent.

FACULTY-STUDENT AMOROUS RELATIONSHIPS

Amorous relationships that might be appropriate in other circumstances are inappropriate when they occur between a member of the faculty and any student for whom he or she has a professional responsibility. Such relationships frequently undermine the atmosphere of trust and objectivity on which the educational process depends. Codes of ethics of most professional associations forbid professional-client sexual relationships.

The respect and trust accorded a professor by a student, as well as the power exercised by the professor in giving praise or blame, grades, recommendations for further study and future employment, etc., greatly diminish the student's actual freedom of choice should the desire for an amorous relationship be included in addition to a professor's legitimate expectations. Even when no professional relationship currently exists between a student and a member of the faculty, faculty members should appreciate the constant possibility that they may be unexpectedly placed in a position of responsibility for the student's instruction or evaluation. Graduate assistants should be especially aware of these cautions because, at times, their similarity in age and/or status may cause them to fail to appreciate that when serving as a teaching assistant they are acting as an extension of the faculty.

STAFF-STUDENT AMOROUS RELATIONSHIPS

A situation similar to that for faculty members holds for members of the staff of the University whose responsibilities include the application or enforcement of policies which may affect a student's status at the University (e.g., award of financial aid, application of disciplinary regulations). All such employees should recognize that an amorous relationship with a student for whom he or she currently has a professional responsibility is inappropriate. Even when no professional relationship currently exists between a student and a member of the administration, such persons should appreciate the constant possibility that they may be unexpectedly placed in a position of responsibility for the student or the student may incorrectly believe that due to the position one holds, one is able to affect the student's status at the University.

3.1.4 Mandated Reporting of Child Abuse and Neglect

- Employees of higher education institutions are mandatory reporters of child abuse and neglect.
- Higher education employees include all Chaminade University faculty and staff, student workers, graduate teaching fellows and temporary employees.
- A “child” is any “unmarried person who is under 18 years of age.” Some Chaminade students qualify under this definition and are covered by the mandatory reporting law.
- Your obligations as a mandatory reporter are specific to you as an individual and are not limited to a time period, location, or your role at the Chaminade – It is a 24/7 responsibility.
- You must immediately report to the State of Hawaii Department of Human Services (DHS) or the Hawaii Police Department if you have “reasonable cause to believe” that any child with whom you come into contact has suffered abuse or that any person with whom you come into contact has abused a child.
- For instances that are related to Chaminade-authorized activities, Chaminade employees are required to make the report immediately to the Chaminade Security Department (735-4792) and/or the Office for Compliance and Human Resources (739-8597).

3.1.5 Reasonable Accommodation For Employees With Disabilities

The procedures contained in this policy also apply to employees needing reasonable accommodations due to pregnancy, religion, victims of domestic or sexual violence, or any other protected category.

3.1.5.1 Policy

The University is committed to the fair and equal employment of all persons. Reasonable accommodation is the key to this non-discrimination policy. While many individuals with disabilities can work without accommodation, other qualified applicants and employees face barriers to employment without the accommodation process. It is the policy of the University to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship. In accordance with local and federal laws, accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to performing the essential functions of a job, competing for a job, or enjoying equal benefits and privileges of employment. This policy applies to all applicants, employees, and employees seeking promotional opportunities.

3.1.5.2 Procedure

1. The employee shall inform his/her supervisor or the Manager of Human Resources of the need for an accommodation;
2. A University representative may request documentation to support the request.
3. When a qualified individual has requested an accommodation, the University will, in consultation with the individual:
 - Discuss the purpose and essential functions of the particular job involved. Completion of a step-by-step job analysis may be necessary;

- Determine the precise job-related limitation;
 - Identify the potential accommodations and assess the effectiveness each would have in allowing the individual to perform the essential functions of the job;
 - Select and implement the accommodation that is the most appropriate for both the individual and the University. While an individual's preference will be given consideration, the University is free to choose among equally effective accommodations and may choose the one that is less expensive or easier to provide.
4. If an accommodation cannot overcome the existing barriers or if the accommodation would cause an undue hardship to the University, the employee and the University designee will work together to determine any other options, if possible.

3.1.5.3 Appeals

Employees or applicants who are dissatisfied with the decision(s) pertaining to his/her accommodation request may file a written appeal with the President of the University within fifteen (15) calendar days of receipt of the decision. The President of the University will review the record of the matter and will reach a final determination, generally within ten (10) calendar days of receipt of the appeal.

3.1.6 Pre-Employment Drug Screening

Candidates who are offered positions at the University will be screened for five substances: Amphetamines, cocaine, marijuana, phencyclidine, and opiates. Drug Screening will be arranged by Diagnostic Laboratory Services, Inc., a licensed testing laboratory. Employees are advised that certain over-the-counter medications or prescribed drugs may result in a positive test result.

Drug-testing results are monitored for both non-negative results as well as for any abnormal finding that may indicate adulteration. Upon identification of non-negative or abnormal findings, the donor is contacted for an inquiry into possible explanations for the presumptively positive results. With the donor's written permission, the donor's primary care physician will be contacted regarding possible explanations. If it is determined that a confirmed, medically prescribed drug would cause the initial non-negative findings of the test, the medical record officer will release the report as a negative finding. Re-testing of all positive donors will be done.

Pursuant to Hawaii state law, the use of medical marijuana is not authorized on any school ground or in the workplace of one's employment. Under federal law, the use of marijuana for any purpose *is prohibited*, including for medical reasons. Therefore, any non-negative or abnormal finding of marijuana will disqualify a candidate for employment at the university.

3.1.7 Pre-Employment Background Screening

Pre-employment screening is required of all employees. All offers of employment are contingent on the acceptable completion of required background screenings. The required screening components are outlined in Sections 3.1.24.2 to 3.1.24.5 Companies to which we have outsourced services will be required to incorporate background screening in their hiring procedures.

3.1.7.1 Consent

A signed consent form is required of all candidates, who are selected for employment, consenting to the following background checks.

3.1.7.2 Social Security Number Check

The purpose of this is to verify that the person is who they say they are. This report also gives a history of name and address changes.

3.1.7.3 National Criminal Database and Sexual Offenders Database

This criminal check yields federal convictions and some state and county criminal records. It provides multi-jurisdictional information from multiple sources including County Records, State Department of Corrections, Sexual Offenders Lists and Administrative Office of Courts.

3.1.7.4 State and County Criminal Background Check

This is a more extensive criminal check which includes state and county searches. This screen performs Criminal Background searches for felonies and misdemeanors. The check is done by suitable state and county offices.

3.1.8 Employment and Education Verification

Chaminade University completes the Employment and Education Verification without the aid of an outside agency. Such verification is the responsibility of the hiring supervisor.

3.1.9 Substance Abuse

Chaminade University of Honolulu (CUH) strives to provide students and employees a drug-free campus and work environment. Drug abuse affects all aspects of American life: it threatens the student's educational development and the workplace, as well as the community. In order to promote a safe and efficient educational and work environment, this policy has been adopted.

CUH expects its employees and students to carry out their responsibilities free of intoxication by any illegal drugs or alcohol. Employees and students are not permitted to manufacture, distribute, possess, use, dispense or be under the influence of illegal drugs as prohibited by state and federal law, at University-sponsored or approved events or on University property or in buildings owned, leased, or used by the University for education, research and recreational programs or activities. The University expects lawful behavior by employees and students, during their presence on University premises and at University-sponsored events on or off campus. The University will cooperate with law enforcement agencies in enforcing statutes regarding the use of illegal drugs.

CUH also prohibits the possession, use, and distribution of medical marijuana on its campus, in any of its buildings, including its Resident Halls, and at any campus-sponsored event that is held on or off campus. The State of Hawaii authorized the use of medical marijuana. However, Hawaii State law does not authorize the use of medical marijuana on any school ground or in the workplace of one's employment. The possession of marijuana, including marijuana for medical purposes, is prohibited under federal law. Any employee or student found to be possessing,

using, or distributing marijuana on University property or at any University-sponsored event, for any reason, including medical marijuana, will be subject to disciplinary action for violation of this policy prohibiting the possession, use, and distribution of illegal drugs and controlled substances. Further, using marijuana for medical purposes is not an allowable defense for violation of University policies and/or misconduct.

Drug paraphernalia of any type is strictly prohibited on any University property, including the Resident Halls, or at any University-sponsored event that is on or off campus. This includes items that are altered to become paraphernalia of any type. This prohibition includes instances when paraphernalia is not used to ingest illegal substances. Students found in possession of paraphernalia will be subject to disciplinary action which can include dismissal from the Resident Halls and/or the University.

Public intoxication is expressly prohibited. Use, possession, manufacturing or distribution of alcoholic beverages by any person under 21 years of age is expressly prohibited.

For a full copy of the University's Drug-Free Workplace policy, you can access it by clicking on this link [Chaminade University Drug Free Workplace & Campus Policy](#) or going to the Student Consumer Information Page on the Chaminade University Website.

All Chaminade University employees are required to complete the online tutorial provided for Substance Abuse. The tutorial can found on the University's web portal.

3.1.10 Workplace Violence

Chaminade University is committed to preventing workplace violence and providing a safe work environment. The University prohibits and does not tolerate violent acts or threats against employees, students, visitors, guests or other individuals within its facilities or during any University-related activity (including off duty periods).

Violence may be described as verbal or physical threats, intimidation, and / or aggressive physical contact. Prohibited contact includes, but is not limited to the following:

- Intimidation, harassment, assault, battery, stalking, or conduct that causes a person to believe that he or she is under a threat or death or serious bodily injury.
- Inflicting or threatening injury or damage to another person's life, health, well-being, family or property.
- Possessing a firearm, explosive, hazardous device or substance or other dangerous weapon on University premises or using an object as a weapon.
- Abusing or damaging University, employee, or student property.
- Using obscene or abusive language or gestures in a threatening manner.
- Raising voices in a threatening manner.

Because of the potential for misunderstanding, joking about any of the above conduct is also prohibited. Employees are also expected to refrain from fighting, "horseplay" or other conduct that may be dangerous to themselves or others. Chaminade University will promptly and thoroughly investigate all report of threats of (or actual) violence and of suspicious individuals or activities.

The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, Chaminade University may suspend employees, either with or without pay, pending investigation.

Violators of this policy are subject to disciplinary action, up to and including discharge, for any violation reasonable believed to have been committed. Violations of this policy may also result in arrest and / or prosecution.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to their supervisor or the Manager of Human Resources. This includes threats by employees, as well as threats by students, vendors, solicitors, or other members of the public. Threats of violence should be reported with specifics and as much detail as possible.

3.1.11 Weapons

Chaminade University prohibits, forbids, and does not tolerate weapons on University property, or during any University-related activity.

Weapons include visible and concealed weapons, including those for which the owner has the necessary permits. Weapons can include firearms, knives with a blade longer than three inches, explosive materials or any other objects that could be used to harass, intimidate, or injure another individual, employee, student, manager, or supervisor.

3.1.12 Immigration Status Policy

All employees hired by the University must present documentation establishing their identity and employment authorization in accordance with the immigration laws of the United States prior to hire and upon request of the University at any time after hire.

Any employees failing to provide proper documentation as specified above, upon request, shall be ineligible for hire or continued employment with the University. Such failure shall be just cause for discharge of any employee, regardless of contract rights. Faculty members must present a completed I-9 Form, together with appropriate documentation, to the Manager of Human Resources for verification prior to the first day of class.

3.1.13 Employment of Relatives

In accordance with general University policy, the basic criteria for appointment and promotion of all University employees shall be appropriate qualifications and performance. Relationship by family or marriage shall constitute neither an advantage nor a deterrent to appointment by the institution, provided the individual meets and fulfills appropriate institutional appointment standards.

No person shall be assigned to a department or unit under the supervision of a relative who has or may have a direct effect on the person's progress or performance, nor shall relatives work for the same immediate supervisor, without prior written approval of the administrative head of the organizational unit (Dean, Director, etc.) and the office of the President, Executive Director for Compliance and Human Resources or the Manager of Human Resources, as appropriate. If two current employees are related or become related (typically by marriage or a relationship substantially similar to marriage) one of the employees may be transferred to another open position suitable under this policy. If such a position is not available, one of the two may be

asked to seek other employment. The employees will be given the opportunity to determine which of them will transfer or terminate, if possible.

In any event, in accordance with general University policy, there shall be no discrimination based on relationship by family or marriage in appointment, promotion, wages, hours, or other conditions of employment.

For the purpose of clarification, “relative” is defined as the spouse, son, daughter, mother, father, brother, sister, guardian, any form of step relations, or live-in companion. This definition is not to be construed to exclude the possibility of questions of nepotism in the case of other relationships.

For the purpose of this policy, nepotism is defined as appointment and/or promotion bestowed in consideration of family or personal relationship and not merit.

3.1.14 On the Job Injury

In case of work-connected injury or illness, the employee’s supervisor and the Office of Human Resources must be notified immediately and the employee must seek medical care if necessary.

3.1.15 Proper Attire

The nature of the employee’s position with the University will determine the type of attire that will be appropriate for work. All University employees are expected to dress in a manner which will present a favorable image of the University to the community. Any specific attire requirements for particular positions will be reviewed with the employee by the employee’s supervisor.

3.1.16 Outside Activities

Employees are required to conduct their activities on behalf of the University with the utmost good faith and loyalty. Employees may not compete with the University or convert business opportunities of the University to their personal gain or advantage or the gain or advantage of another. Employees may not convert confidential information or trade secrets of the University to their personal gain or advantage or the gain or advantage of others.

3.1.17 Parking

All employees are required to register their cars with the Office of Human Resources on the first day of hire. A parking permit will be issued, free, to regular full-time and part-time employees, upon presentation of a valid registration certificate and valid driver’s license. All employees are required to abide by the parking regulations, which are issued at the time the permit is received. See the Policy Manual Volume II Section 2.1.14.

3.1.18 Key Policy

All requests for keys should be sent to the Office of Human Resources. Replacement requests for keys should have a departmental account number to which time and material should be charged.

Generally, keys will be issued within 24 hours after a request is received. The individual who has been issued the keys must go to the Office of Human Resources to sign for the key. When no longer needed, keys must be returned to the Office of Human Resources. They should not be

given to another individual even if that individual has a right to the key. University keys are for the assigned individual's use only. Keys shall not be loaned to students, family members, or friends. If for any reason a key(s) is lost or stolen, employees should report it promptly to the immediate supervisor. Disciplinary action may be taken if the loss of a key is deemed to be the result of negligence or irresponsible behavior on the part of the employee.

Upon termination of employment, all keys must be returned to the Office of Human Resources.

3.1.19 Mileage

Mileage reimbursement, for the use of personally-owned vehicles on University business, is reimbursable. A Travel Expense Reimbursement Voucher, approved by the department supervisor, must be submitted for reimbursement. Check with the Business Office for the approved current rate per mile.

3.1.20 Moving Expenses

The University offers a non-accountable plan for moving expenses to a new employee provided the following conditions are met:

1. The moving expense is part of an employment agreement approved by either the President or the Provost.
2. The payment received by the employee for moving expenses is included in the employee's gross income and is subject to payroll withholdings and taxation.

The employee may be able to deduct qualified deductible moving expenses in an annual income tax return. However, the University does not provide tax advice on deductibility of moving expenses. For further tax guidance, the employee may consult a tax professional.

3.1.21 Photocopying

The University provides photocopying machines for the convenience of faculty and administrative personnel. Charges related thereto are assigned to users according to an account system, whereby users log copies they have run.

Students and individuals employed by the University may not use campus photocopiers for personal materials except the pay photocopiers in the Library.

In all instances, individuals who use photocopy machines are required to follow applicable copyright laws.

3.1.22 Solicitation

In order to minimize personal inconvenience and interference with orderly operations, no employee shall sell, solicit, or promote subscriptions, pledges, memberships, or other types of support for any drives, campaigns, courses, or organizations on institutional property. Distribution or circulation of leaflets, pamphlets, circulars, cards or literature is not permitted unless specifically authorized by the appropriate division head.

3.1.23 Travel Advances

Travel arrangements for all University travel must be approved in advance by the authorized supervisor. See Volume II Section 2.12.5 for travel policies and procedures.

University personnel may obtain advances from the Business Office for University-related travel. An Itemized Expense Voucher must be completed and returned with itemized receipts to the Business Office upon return.

3.1.24 Electronic Communications Systems (ECS) Policy

See Policy Manual Volume II Section 2.9 for details of the Chaminade Technology Use Policy.

Electronic communications, including the contents of Chaminade University owned computers, telephones, and facsimiles are the properties of the University.

Chaminade University treats all computer files, including e-mail sent or received, as University-related information. Chaminade University has the capability and reserves the right, with or without notice, to access, monitor, review, copy, and/or delete any computer files, including e-mail sent or received, and all web site communications and / or transactions. If employees make incidental use of the computer system for personal files or e-mail, employees should not expect personal files or e-mail to be protected from review by the University. **Accordingly, employees should not use computer systems to create or transmit any information they wish to keep private.** Because Chaminade University is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in a respectful manner.

The Internet, e-mail, phone mail, or any other communication or information system of Chaminade University is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. Violators of this policy will be subject to disciplinary action, up to and including discharge, for any violation reasonably believed to have been committed.

Use of the computer system to engage in any communications that are in violation of University policy as expressed here or in Volume II Section 2.9 is strictly prohibited.

3.1.25 University Stationery

All offices must use the official Chaminade University logo and specified layout design on University stationery. The official stationery should not be used for intercampus mail. University letterhead and logo must not be used for any publication or correspondence that is not the official responsibility of the University office involved. In particular, University stationery may never be used to communicate a personal opinion that is not the official position of the University or clearly the responsibility of the office.

3.1.26 Conflict of Interest

An individual's status as an employee takes precedence over the employee's status as a student. There may be instances where policies or laws for students on a particular subject will differ from policies or laws for employees on that same subject. In those instances, employees must follow the policy as it applies to employees and may not claim that they are exempt from an employee policy due to their additional status as a student. In order to avoid conflicts of interest, employees may not seek or hold a student office, either elected or appointed. An employee may

not work on school assignments during work hours, unless the employee has obtained special permission from the appropriate supervisor.

In cases where an employee has a work-related issue, the employee must utilize the policies and procedures applicable to employees. Issues arising as a result of an employee's status as a student must be resolved according to policies and procedures applicable to students.

Individuals who are employees and students of the University are responsible for their conduct in both arenas.

3.1.27 Bulletin Board

Special notices and other information employees may want to know about are posted on the Office of Human Resources bulletin board. From time to time important notices are made concerning policy, organization, and procedures. The bulletin board is the customary place for posting these notices as well as job openings and government regulations. Each employee is encouraged to look at the bulletin board regularly. In the interest of neatness and fairness, the bulletin board is used solely and exclusively for personnel matters. Employees other than those working in the Office are not authorized to post anything on the Office of Human Resources bulletin board.

3.1.28 Lost or Stolen Personal Items

The University is not responsible for any personal items that are lost or stolen including those which are damaged by flood, fire, etc.

3.1.29 Individual Use of University Property

University property assigned for individual use is intended for University business. The University reserves the right of access to such property, e.g. desks or computers, by authorized personnel at the Division Head or Director level. See Section 3.1.18 for the Electronic Communications Systems Policy.

3.1.30 University Identification Cards

University Identification (ID) cards are required to aid security and first responders in a variety of situations ranging from the regular monitoring of persons on campus to the need for quick identification during a natural disaster or a violent situation on campus. Chaminade employees (faculty and staff) and students are required to carry Chaminade ID cards. The one general exception is for employees and students who only participate in off-campus programs.

To encourage the use of ID cards, the cards will be required to access most University services. Personnel will require the ID card for all personnel services including issuing parking passes. Security will require faculty and staff ID cards for any service including opening office doors. If you are on campus, Security will be expecting you to be carrying a Chaminade ID card.

Faculty, staff, day and evening students can obtain an ID card at the Client Services office located on the bottom floor of the Sullivan Library.

3.2 Personnel Records

3.2.1 Policy

The University maintains personnel records for employees, and past employees in order to document employment related decisions, evaluate and assess policies, and comply with government record keeping and reporting requirements.

3.2.2 Procedure

The University strives to balance its need to obtain, use, and retain employment information with each individual's right to privacy. To this end, it attempts to restrict the personnel information maintained to that which is necessary for the conduct of its business or which is required by federal, state, or local law.

3.2.2.1 Personnel Records May Contain:

- Employment application and resume;
- Reference checks;
- Criminal background check;
- Hire letter and acceptance;
- College Transcripts;
- Skill test documents used by an employer to make an employment decision;
- Fair Credit Reporting Act (FCRA) permission forms for background checks – criminal, financial, driving records;
- Job Applicant Conviction Record Inquiry;
- Job Descriptions;
- Emergency contact information (will not include medical information);
- Records relating to hiring, promotion, demotion, transfer, layoff, rates of pay, other forms of compensation;
- Driver's license and verification of auto insurance for applicable personnel;
- Education and training records;
- Verification of orientation completion;
- Issued equipment forms;
- Letters of recognition / Commendation;
- Disciplinary notices or documents (i.e., warnings, reprimands, suspensions, etc.);
- Performance evaluations;

- Internal application documents and results;
- Personnel Policy acknowledgement forms;
- Other acknowledgement forms (i.e., electronic communication, substance abuse, etc.);
- Documents related to job changes or transfers;
- Employment contracts;
- Non-disclosure and / or Non-compete agreements;
- Signed confidentiality agreements;
- Training records (including in-services);
- Leave of absence information (non-medical related);
- Documentation required by state or federal regulatory agencies;
- Summary reports of internal investigations and grievances **if** disciplinary action results; and
- Termination records.

3.2.2.2 A Separate Medical File May Contain:

- Employment related physical examinations;
- Medical leave and return to work documents – Family Medical Leave Act (FMLA), Fitness for Duty, physician sign-off; and
- Drug and alcohol testing.

3.2.2.3 Payroll Files May Include:

- W-4 Form;
- Time Records and Pay Records;
- Salary change forms – anything related to pay; and
- Writ of Garnishment.

3.2.2.4 Separate Files also kept for:

- Workers Compensation Claims;
- Immigration Forms (I-9's);
- EEO documents;
- Unemployment Forms; and
- Exit Interviews.

3.2.3 Responsibilities for Record Keeping

3.2.3.1 Office of Human Resources

The Office of Human Resources is responsible for overseeing the record keeping for all personnel information and will specify what information should be collected and how it should be stored and secured. All personnel files are the property of the University.

3.2.3.2 Employees

Employees have a responsibility to make sure their personnel records are up to date and should notify the Office of Human Resources in writing of any changes in at least the following:

- Name
- Address
- Telephone Number
- Marital status (for benefits and tax withholding purposes only)
- Number of dependents
- Beneficiary designations for any of the University's insurance, disability, and retirement plans
- Persons to be notified in case of emergency

Where an official University Personnel File is requested for faculty members, it consists of the Faculty Personnel File and parts of 1-6 of the Human Resources Office file. Administrative staff files are in the Office of Human Resources only.

Employees may inspect their own personnel records and may copy, but not remove, documents in the file. Such an inspection must be requested in writing to the Office of Human Resources and will be scheduled at a mutually convenient time. Records deemed to contain sensitive or confidential University plans or information may be excluded from the inspection, and all inspections must be conducted in the presence of a designated staff member of the Office of Human Resources. A reasonable charge will be made for any copies of records made by the employee.

Employees who feel that any file material is incomplete, inaccurate, or irrelevant, may submit a written request to the Office of Human Resources that the files be revised accordingly. If such a request is not granted, the employee may place a written statement of disagreement in the file.

Only supervisory and management employees who have an employment related need-to-know for information about another employee may inspect the files of that employee. Such an inspection must be approved by the Office of Human Resources and should be recorded in the file inspected.

Employees are to refer all requests from outside the University for personnel information concerning employees and past employees to the Office of Human Resources. The Office of Human Resources normally will release personnel information only in writing and only after obtaining the written consent of the individual involved. Exceptions may be made to cooperate with legal, safety, and medical officials who have a need to know specific employee information.

In addition, exceptions may be made to release limited general information, such as the following:

- Employment dates;
- Position held;
- Location of job site.

3.3 Pay Periods

Salary payments are disbursed on the 15th and the last day of each month through direct deposit to a financial institution designated by the employee. Should these dates fall on a weekend, salary payments will be disbursed on the preceding Friday or following Monday.

3.4 Employee Benefits

3.4.1 Paid Holidays and Leave

3.4.1.1 Holidays

A holiday schedule is approved and promulgated on a yearly basis and is published by the Office of Human Resources. The following holidays that are recognized by the University are:

Martin Luther King, Jr. Day/	Labor Day
Father Chaminade Day	Discoverer's Day
President's Day	Veteran's Day
Prince Kuhio Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Afternoon of Christmas Eve Day
Kamehameha Day	Christmas Day
Independence Day	New Year's Day

Additionally, the period between Christmas Day and New Year's Day is observed as a holiday by the University and eligible employees will be paid accordingly. If an employee is required to work during the period of time between Christmas Day and New Year's Day, the following policies will apply to that employee as if the employee was required to work on any of the holidays listed above.

Chaminade employees that work in programs that have schedules different from the University follow the vacation and holiday guidelines of the program, not the guidelines in this University Policy Manual.

When a scheduled holiday is observed, Chaminade provides paid time off to all regular and full-time employees. Eligible regular, full-time employees receive eight (8) hours pay at their regular rate for each of the scheduled holidays. Employees who are on suspension or layoff or on a leave of absence when a designated holiday occurs will not receive holiday pay. If a holiday occurs while an employee is on approved vacation or sick leave, that day is not to be charged as vacation or sick leave, and all records are to reflect that the holiday was taken. Part-time, on-call, and temporary employees are not eligible to receive holiday pay.

Non-exempt employees otherwise eligible for holiday pay who perform work on a holiday will, in addition to holiday pay, receive their regular hourly rate for all hours worked. Holiday pay received for time not worked shall not be considered when computing overtime pay. Exempt employees who are unable to take the holiday on the celebrated day may take it at a later date as approved by the supervisor. Exempt employees must take their holiday within 90 days following the holiday date or the benefit will be forfeited. All accrued holidays will be forfeited when employment is terminated.

3.4.1.2 Jury Duty

The University will reimburse regular full-time employees the difference between income from jury duty or duty as a summoned witness and regular pay for those hours involved, should a difference exist. Compensation received by full-time faculty for jury duty will belong to the faculty member. Supervisors are to be notified immediately if an employee is summoned to jury duty. If the employee is excused from jury duty or is released early, that employee is required to report to work. The employee will be required to secure a statement from the clerk of the court for allowances paid for jury duty.

3.4.1.3 Compassionate Leave

Five (5) days leave with pay is authorized for regular full-time employees upon the death of an immediate family member (father, mother, spouse, child, sister, brother, mother-in-law, or father-in-law and grandparents). This benefit is provided even if the death in the family occurs while the employee is on vacation.

3.4.1.4 Shutdowns

When the University is officially shut down because of electrical outages, water outages, inclement weather, pandemics, etc., the resulting absence of personnel during scheduled work time is considered as administrative leave with pay on the day of the shutdown. Anyone required to work during such shutdowns is not eligible for extra pay or compensatory time off.

Hourly employees are not compensated when they do not work during a shutdown.

Only the President of the University or a designated representative may make the decision to close the University. (See the University's Emergency Manual.)

3.4.2 Unpaid Leaves

3.4.2.1 Leaves of Absence

Approval must be obtained from the Division Head and the Manager of Human Resources *prior* to taking any leave of absence. Employees are required to notify their supervisor prior to being absent for any reason. Employees are also required to notify their supervisor if they are unable to return at the end of the specified leave. Failure to make such notification may be interpreted by the University that the employee has resigned.

For faculty, leaves of absence do not break the continuity of service for tenure purposes, but they do delay consideration for tenure. Exceptions are decided by the Provost.

When approved by the appropriate Division Head and the Human Resources Manager, an employee may be granted leave without pay for justifiable personal reasons. Unused vacation or, if applicable, unused sick leave must be exhausted prior to an employee being placed on leave without pay. Leave due to disability because of pregnancy or related conditions will be granted in accordance with state and federal law and regulations. The employee must state a reason for the leave, beginning and ending date, and the date returning to work. Benefits will continue for the month in which leave begins. Thereafter, the employee will be required to pay the full share of their benefits to cover the leave period before their leave begins. It is the responsibility of the employee to make these arrangements to keep their medical and dental plan from lapsing.

Employees are not permitted to accept employment with another employer during a leave of absence without forfeiting all re-employment rights, unless otherwise approved by the Division Head and Human Resources Manager. If an employee engages in other gainful employment without the University's approval during the leave of absence, or if the employee does not return to work on the agreed date, it will be considered to be a voluntary termination of employment by the University.

Leaves of absence without pay for the purpose of advanced study, research, exchange teaching or any other reason of advantage to the University may be granted for a period normally not exceeding one year. In such cases, the payment for benefits referred to in the first paragraph may be negotiated.

3.4.2.2 Temporary Military Duty

Regular full-time employees who are in the National Guard or Reserves and who are called to temporary annual duty of two weeks with their units will be granted leave without pay for that period. The employee may use earned vacation time for the period of leave if the employee wishes.

Chaminade University prohibits discrimination against employees on the basis of military duty, affiliation or status and requires reinstatement of an employee following military leave to the same position or a position of like seniority, status and pay, as dictated by federal and state laws. Generally, an employee will be reinstated if he or she is still qualified to perform the job duties and circumstances do not make it impossible, unreasonable or against public policy to reemploy the individual.

All employees must give advance written notice to Chaminade University that military leave is necessary. Upon completion of military service, employees must report back to the University in a timely manner or make a timely application for reemployment or reinstatement.

3.4.2.3 Family and Medical Leave

In accordance with the Family and Medical Leave Act (FMLA) of 1993, eligible employees are entitled to a maximum of twelve (12) weeks of unpaid, job protected leave for certain family and medical reasons during a twelve month period.

In accordance with the Hawaii Family Leave Law (HFLL), eligible employees are entitled to a maximum of four (4) weeks of unpaid, job-protected leave for certain family reasons during a calendar year.

3.4.2.3.1 Reasons for Leave

An eligible employee may request either family or medical leave under FMLA for one or more of the following reasons:

(A) Family leave may be requested for:

To care for an employee's newborn child during the first twelve weeks after birth.

The placement of a son or daughter with the employee for adoption or foster care.

The care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a "serious health condition."

"A qualifying exigency" arising out of the fact that the spouse, son, daughter or parent of the employee is on active military duty, has been notified of an impending call to active duty status or the deployment of a son, daughter or parent who is a member of the armed Forces.

To care for a spouse, son, daughter, parent or next of kin who is recovering from serious illness or injury sustained in the line of duty on active military duty.

(B) Medical leave may be requested for:

A "serious health condition" that makes the employee unable to perform the functions of the position of such employee.

A "serious health condition" is a health problem which requires either inpatient care, or continuing treatment by a health care provider. These are serious conditions which impair on a chronic basis the employee's or family member's ability to engage in daily activity without assistance or to perform the functions of a position.

The term "serious health condition" is not intended to cover short-term conditions for which treatment and recovery are very brief.

An eligible employee may request either family or medical leave under HFLL for one or more of the following reasons:

- *Birth of the employee's child;*
- *Adoption of a child by the employee;*
- *Care for the employee's child, spouse, or reciprocal beneficiary, or parent with a serious health condition [Note: does not include employee's own serious health condition.]*

3.4.2.3.2 Eligibility for Leave

To be eligible for leave under FMLA, an employee must:

(A) Have worked for the University for at least twelve months; and

(B) Have worked for at least 1,250 hours during the year preceding the start of the leave.

To be eligible for leave under HFLL, an employee must have worked for at least six (6) consecutive months.

3.4.2.3.3 Leave Entitlement

An eligible employee is entitled to take up to 12 weeks of family or medical leave in a twelve month period. *The twelve month period shall be measured forward from the date the family or medical leave begins.*

In the case of an eligible employee caring for a spouse, son, daughter, parent or next of kin recovering from serious illness or injury sustained in the line of duty on active military duty the entitlement is twenty-six (26) weeks in a single 12 month period.

With respect to requests for leave for the birth or placement of a child for adoption or foster care with the employee, the employee's entitlement to obtain leave expires twelve months after the birth or placement.

3.4.2.3.4 Procedures for Family and Medical Leave

For FMLA:

- (A) Employees are required to provide thirty days advance leave notice, when the leave is foreseeable. If thirty days' notice is not given, the leave may be denied.
- (B) If the leave is not foreseeable, then notice must be given as soon as practicable.
- (C) An employee requesting leave to care for a seriously ill spouse, son, daughter, or parent, or due to the employee's own serious health condition which makes the employee unable to perform the functions of the position, must provide a medical certification issued by the health care provider of the employee or the employee's ill family member, unless such certification is otherwise restricted by law.
- (D) Spouses who are both employed by the University are entitled to a *combined total* of 12 weeks of family leave during any twelve month period (versus 12 weeks each) for the birth, adoption, or foster care of a child.
- (E) An eligible employee who requests family leave for the birth, adoption, or foster care of a child or for the care of a child, spouse, or parent who has a "serious health condition" may exhaust paid vacation leave for part of the 12 weeks of leave to which the employee may be entitled under this policy. An employee shall not substitute paid sick leave when the family leave is requested for the birth, adoption, or foster care of a child or for the care of a child, spouse, or parent who has a "serious health condition." Any period before and after birth where a mother is not able to work for medical reasons will be considered leave for a serious health condition.
- (F) An employee who requests medical leave because the employee is unable to work due to a "serious health condition" shall utilize paid sick leave with Temporary Disability Insurance (TDI) upon the onset of the leave, which then becomes a part of the 12 weeks of leave which the employee is entitled to under this policy.
- (G) All leaves requests shall be to the Human Resources Manager. The Human Resources Manager will provide the employee with the required FMLA forms.

The employee shall submit the FMLA forms to their health care provider or the provider caring for the employee's family member. Medical leave requests must include a medical certification issued by the health care provider of the employee or the employee's ill family member unless such certification is otherwise restricted by law.

- (H) An employee may take intermittent or reduced leave to lessen the usual number of hours per day or work week. Intermittent or reduced leave schedules are subject to University approval unless medically necessary.

For HFLL:

Generally, employees should follow the procedures for notification provided under the FMLA policy. However, employees desiring to take leave pursuant to the HFLL must be advised of the following:

- (1) Accrued and available vacation or compensatory time off may be substituted for unpaid leave;*
- (2) The employee may elect to substitute up to ten (10) days of accrued and available sick leave for unpaid leave;*
- (3) All leave taken pursuant to the HFLL is counted towards the employee's leave entitlement under FMLA;*
- (4) Spouses who are both employed by the University are each entitled to four (4) weeks of leave during any twelve month period;*
- (5) Verifying documentation may be requested by the University;*
- (6) Leave may be taken intermittently*

3.4.2.3.5 Return from Leave

- (A) Upon return from leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, the University may deny restoration to certain highly compensated employees. If the University notifies such an employee of its intent to deny reinstatement at the completion of the family or medical leave, the University will offer the key employee a reasonable opportunity to return to work from family or medical leave after receipt of such notice.
- (B) The use of family or medical leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- (C) An employee who requested leave for the employee's own serious health condition that made the employee unable to perform the employee's job, is required to obtain and present certification from the health care provider that the employee is medically able to resume work.

3.4.2.3.6 Benefits while on Family or Medical Leave

- (A) For the duration of family or medical leave, the University will maintain the employee's medical insurance coverage at the same level as provided to the employee prior to the leave.

- (B) Employees who are granted approved family or medical leaves of absence are responsible to arrange to pay for their portion of the premium for the family medical plan prior to leaving.
- (C) Holiday pay, bereavement pay, or jury duty pay is *not* paid while on a family or medical leave of absence.
- (D) Except as otherwise set forth in this paragraph 3.4.2.3, vacation and sick leave is *not* accrued during family or medical leave. Accrual will commence upon reinstatement from the leave of absence.

3.4.2.3.7 Failure to Return to Work Following FMLA Leave

- (A) If the employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned.
- (B) Chaminade University may recover health insurance premiums that the University paid on behalf of the employee during any unpaid FMLA leave except that the University share of such premiums may not be recovered if the employee fails to return to work because of the employee's or a family employee's serious health condition or because of other circumstances beyond the employee's control. In such cases, Chaminade University may require the employee to provide medical certification of the employee's or the family member's serious health condition.
- (C) Except as otherwise set forth in this paragraph 3.4.2.3, vacation and sick leave is *not* accrued during family or medical leave. Accrual will commence upon reinstatement from the leave of absence.

3.4.2.4 Victims of Domestic or Sexual Violence Policy

Chaminade is committed to protecting employees who have been victimized by domestic or sexual violence. Chaminade protects employees and prospective employees who are victims of domestic or sexual violence, as well as those who have a minor child who is a victim of domestic or sexual violence. A victim of domestic or sexual violence means a victim of domestic abuse, sexual assault, or stalking.

If an employee or an employee's minor child has been victimized and the employee is in need of a reasonable accommodation, the employee should contact the Human Resources Manager. The Human Resources Manager may request one of the following:

- A signed written statement from one of the following persons, from whom the employee or the employee's minor child has sought assistance in relation to the domestic or sexual violence:
 - an employee, agent, or volunteer of a victim services organization;
 - the employee's attorney or advocate;
 - the attorney or advocate for the employee's minor child;
 - a medical or other health care professional; or
 - a member of the clergy.
- A police or court record supporting the occurrence of the domestic or sexual violence.

The employee is entitled to take up to thirty (30) days of *unpaid* leave to seek medical attention, obtain services from a victim services organization, obtain psychological or other counseling services, temporarily or permanently relocate, or to take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

Should the employee need additional or alternative accommodations pursuant to this policy, the employee should follow the steps outlined in the University's Reasonable Accommodation Policy.

3.4.3 Insurance Benefits

3.4.3.1 Medical and Dental

Chaminade University provides all regular full and part-time (20 or more hours per week) employees with medical and dental coverage. This coverage becomes effective one month after the date of hire. The University pays all but 1.5% of the base wages for the cost of the base plan, plus half of the cost of family coverage. Employees are charged 1.5% of base wages as their share of the cost, plus the difference between the cost of the base plan and the selected plan, if the base plan is not selected and 50% of the family coverage.

The cost of the medical and dental coverage will be deducted from the employee's paycheck. Employees have the option to decline medical and dental plans offered if they are covered by some other source. Brochures explaining the medical and dental plans and the types of coverage are available to all eligible employees and will be given to new employees during orientation.

Employees and their dependents have the right to pay for continuation coverage upon the occurrence of various qualifying events, such as early retirement, termination, divorce, etc., which would otherwise cause such employee or dependent to lose group health coverage. The qualifying event allows an extension coverage for a period of eighteen or thirty-six months at the cost to the employee. Please inquire at the Office of Human Resources for specific information on Health Insurance Continuation (COBRA).

3.4.3.1.1 Health Insurance Continuation (COBRA)

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) requires that employers who sponsor group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called continuation coverage) at group rates in certain instances where coverage under the plan would otherwise end. This is intended to inform, in a summary fashion, of rights and obligations under the continuation coverage provisions of the law.

An employee, the employee's spouse, or dependent become qualified beneficiaries if the employee, the employee's spouse or dependent are covered under the employer's group health plan and would lose coverage upon the happening of one of the following events (called a qualifying event):

- A. Death of the covered employee;
- B. Termination (for reasons other than gross misconduct) or reduction of hours of the covered employee's employment;

- C. Divorce or legal separation of the covered employee from a spouse;
- D. Entitlement of the covered employee for Medicare; or
- E. Dependent ceases to be dependent child under the group health plan.

In such a case, each qualified beneficiary would have the right to elect to choose continuation coverage if the group health coverage would be lost. The employee, employee’s spouse, or dependent children (where applicable) would each, as a qualified beneficiary, have the option to select continuation coverage for a period shown as follows:

REASON FOR TERMINATION UNDER GROUP PERIOD

Voluntary termination of employee	18 months
Involuntary termination of employee (except for gross misconduct)	18 months
Reduction in work hours of employee	18 months
Disability of employee as determined under the Social Security Act	29 months
Death of employee	36 months
Divorce or legal separation	36 months
Employee becomes entitled to Medicare	36 months
Dependent child no longer qualifies as dependent under group health plan	36 months

3.4.3.1.1.1 Special Rule for Multiple Qualifying Events

If the employee elects continuation coverage following a termination of employment or reduction in hours and, during the 18 month period of continuation coverage, a second event (other than a bankruptcy proceeding) occurs that would have caused the employee to lose coverage under the plan (if the employee had not lost coverage already), the employee may be given the opportunity to extend the period of continuation coverage to a total of 36 months. If a beneficiary elected continuation coverage as the spouse, or dependent of a covered employee who experienced a termination of employment or reduction in hours and, during the continuation period, the employee or former employee became entitled to Medicare, the beneficiary may be given the opportunity to extend coverage for 36 months from the date the covered employee becomes entitled to Medicare.

3.4.3.1.1.2 Special Rule for Retirees and Newly Acquired Dependents

The retiree, spouse, or dependent of a retiree whose employer’s group health plan is lost or substantially eliminated within one year before or after the employer’s filing of a Title 11 Bankruptcy can elect to remain in the employer’s group health plan until the retiree’s death. After the retiree’s death, the retiree’s survivors can obtain up to an additional three years of continuation coverage.

Newly acquired dependents of qualified beneficiaries, such as children and spouses, are to be given the same opportunity to obtain coverage as for an employee with, and under the same conditions as, such dependent's coverage. The newly acquired dependent's coverage is not as a qualified beneficiary, and as such, their continuation coverage will end upon termination of the qualified beneficiary's continuation coverage.

The continuation coverage will not be conditioned on a physical examination or other evidence of insurability, and will be identical, with very few exceptions, to the coverage provided to similarly situated employees or family members. Please note that the beneficiary may be required to pay all or part of the premium for this continued coverage and an administrative fee.

Under COBRA, the University must notify the Plan Administrator (except where the employer is the Plan Administrator) within 30 calendar days of an employee's death, termination of employment or reduction in work hours, Medicare entitlement, and bankruptcy proceedings. In these cases, the Plan Administrator must then notify the qualified beneficiary of the right to elect continuation coverage. This notice must be provided within 14 calendar days after the Plan Administrator receives notice that one of these events has occurred. However, with respect to multi-employer plans, to the extent the plan so provides, the University may have an extended period of time for notifying the Plan Administrator of one of the qualifying events, and the Plan Administrator also may have an extended period for providing notice to the qualified beneficiary.

In all other cases, the employee or family member has the responsibility to notify the Plan Administrator of a divorce, legal separation, a child losing dependent status, a disability as determined under the Social Security Act, or a newly acquired dependent under the group health plan. In these cases, the employee has 60 calendar days from the date that the employee would lose coverage because of one of the events described previously or notify the Plan Administrator of the Qualifying Event. In all cases, the beneficiary has 60 calendar days from the date of the notice from the Plan Administrator or from the date the beneficiary would lose coverage, whichever is later, to inform the Plan Administrator that the beneficiary wants continuation coverage.

The election of continuation coverage is deemed to include an election for family members who will also lose coverage under the group health plan unless otherwise specified. The continuation coverage extends from the date of one of the events described previously to:

- A. 18 months, in the case of termination or reduced work hours, 29 months, in the case of disability, or 36 months, in all other cases described previously except retirees and newly acquired dependents. See "Special Rule for Retirees and Newly Acquired Dependents."
- B. The date the University no longer provides any group health plan to its employees.
- C. The premium for continuation coverage is not paid on time.
- D. The person whose coverage is being continued becomes covered under another group health plan unless the other plan contains an exclusion or limitation with respect to a pre-existing condition.
- E. The person whose coverage is being continued becomes entitled to Medicare benefits (unless the qualifying event is the employer's Title 11 Bankruptcy).

- F. The beneficiary is divorced from a covered employee, subsequently remarries and becomes covered under another group health plan, in which case the beneficiary can continue until the maximum allowed period of termination or upon being covered for pre-existing conditions, if the new plan excludes or limits benefits for the pre-existing

To prevent a lapse in coverage, if the beneficiary selects continuation coverage, the beneficiary can pay any required premium within 45 calendar days after the election. If the University group health plan provides a conversion privilege to other beneficiaries, the University must also provide the beneficiary and family members with the opportunity to enroll under a conversion health plan during the 180-day period preceding the date that continuation coverage expires.

3.4.3.1.1.3 Independent Contractor and Other Services Performers

Self-employed individuals, independent contractors and agents, and directors who are (or were) covered by a group health plan maintained by an employer for one or more common law employees may also be eligible for continuation coverage. Continuation coverage is provided if the individual was covered under the employer's group plan by virtue of performing services for the employee.

3.4.3.1.1.4 Working Aged

COBRA also affects the rights of employees and their spouses, who are over 65 years of age. The University offers employees, and their spouses, age 65 and over, "working aged," the same health insurance coverage that is offered to younger workers and their spouses.

3.4.3.1.1.5 Administrative Information

The University's Plan Administrator is the Executive Director for Compliance and Human Resources. A summary of the Plan may be obtained from the Office of Human Resources.

3.4.3.2 Group Life Insurance

All regular full-time employees are covered by a company paid life insurance policy which pays one and one-half times annual base salary up to a maximum of \$50,000. At age 65 this plan pays one times base salary and at age 70 pays 67% of base salary. This benefit becomes effective upon the first day of hire. Additional benefits provided under the life insurance coverage are accidental death and dismemberment benefits as well as conversion privileges to an individual policy upon termination of employment. Each employee who is covered by this benefit is provided with information which describes the extent and limitations of this benefit. The Human Resources Manager will provide additional details upon request.

3.4.3.3 Temporary Disability Insurance

The University pays the total premium for Temporary Disability Insurance (TDI) to protect employees from loss of earnings should they become disabled in some way not caused by job performance, i.e., disability due to accidental illness or injury. Disability due to pregnancy is also included in this benefit. TDI will pay benefits at the rate of 55% of average weekly earnings up to a maximum, which is set by the Disability Compensation Division the Department of

Labor and Industrial Relations, beginning with the eighth calendar day of disability. Benefits are paid for a maximum of twenty-six (26) weeks in any benefit year.

3.4.3.4 Total Disability Insurance

Total Disability Insurance is available upon completion of one year of full-time employment. This benefit starts the first day of the month after six months of continuous total disability. The monthly income benefit equals 60% of the monthly wage base, not to exceed \$5,000 per month, less the sum of benefit received by the employee from other sources (i.e., Social Security disability benefits.)

3.4.3.5 Workers' Compensation Insurance

The University also provides Worker's Compensation Insurance which provides benefits in the event that an employee sustains a work-related injury or illness. Worker's compensation insurance pays on behalf of the employer's statutory benefits. These statutory benefits include but are not limited to, wage replacement, medical care, temporary total disability, permanent total disability, permanent partial disability, disfigurement, death benefits, and vocational rehabilitation. Partial payment will commence on the third day after the injury or illness. University policy places responsibility on the employee to report immediately all injuries and illnesses to the employee's supervisor.

3.4.3.6 Unemployment Insurance

Employees are covered by Hawaii Unemployment Insurance. This is a state insurance which provides monetary benefits for a defined period of time for those who are unemployed generally through no fault or choice of their own.

3.4.3.7 Retirement Plan

The University will contribute a percentage of total earnings into the Chaminade University of Honolulu 401(a) DC Plan through the Teachers Insurance Annuity Association (TIAA). This plan is offered upon completion of one year of employment. Enrollment will occur on the first day of the calendar month that follows the completion of one year of employment. The contribution by the University will be automatically vested upon completion of three years of employment. This program requires mandatory participation by all employees completing one year of full-time employment and one year plus 1,000 hours for part-time employees. The group retirement program is a non-contributory plan by the employee.

The University also provides employees with the opportunity to save for their retirement through the Chaminade University of Honolulu 403(b) TDA Plan. All employees are eligible to participate in this plan which allows employees to make contributions from their paycheck on a pre-tax basis. Contributions are paid through a salary reduction process (salary reduced before State and Federal tax is withheld). The maximum contribution to the program is governed by Internal Revenue regulations. Employees who are interested in participating in this plan may call the Office of Human Resources for further information.

3.4.3.8 Flexible Spending Program

The Flexible Spending Program offers an opportunity for employees to use pre-tax dollars to pay for benefits which would otherwise have been paid with after-tax dollars. The Flexible Spending Plan has three benefit accounts which the employee may select as options. The University will pay for the administrative cost of all three options. They are:

3.4.3.8.1 Medical Expense Account

With this account, an employee may choose to reduce their cash salary by a pre-arranged amount which they estimate they or their family will incur for medical expenses (out of pocket expenses) which are not covered by their health insurance. The maximum of \$2,600 (\$216.67 per month) is the allowed amount for reduction of salary for this account per plan year. The employee is reimbursed as they incur qualified expenses. Only those types of medical expenses normally deductible on the federal income tax return will be reimbursed under this program.

3.4.3.8.2 Dependent Care Expenses Account

With this account, an employee may choose to reduce their cash salary by the amount which they estimate they will incur for qualified expenses for care of certain dependents. Certain dependents are children under the age of thirteen or adults (i.e., your spouse or other tax dependent who are physically or mentally incapable of caring for themselves). Reimbursements per plan year on this account may not exceed the least of the following: (1) \$5,000.00; (2) your taxable compensation; (3) if you are married, your spouse's earned income.

3.4.4 Education Benefits

3.4.4.1 At Chaminade

All regular full and part time employees working twenty or more hours per week are afforded an opportunity to attend four tuition free courses per year. Enrollment is limited to two courses per semester for day classes or one course per term for evening classes.

Upon completion of one year of employment, all regular full and part time employees working twenty or more hours per week are able to attend eight tuition free courses per year. Enrollment is limited to four courses per semester for day classes or two courses per term for evening classes.

Approvals from the department supervisor, the division head and the staff in the personnel office are required for all courses, which are subject to available space.

The spouses or legally dependent children (IRS definition) of a regular full-time employee in the first year of employment are also given the opportunity to attend classes in the master programs, in the day or evening undergraduate programs at Chaminade during a term or semester at a 50% reduction in tuition.

During the second year or more of employment, such spouses or dependents are permitted to attend the undergraduate day program only as a full-time student for a flat tuition rate of \$1000 per year. The applicable covered period for the flat rate tuition is for the standard fall and spring

semesters which begin in August and end in May and does not apply to any other discounted day programs such as Summer Session I or II.

Any employee, employee's spouse and/or dependent that avail themselves of these educational opportunities are responsible to pay for all related fees and to purchase all textbooks required for the course.

The value of any graduate level courses taken by an employee will be included in the employee's income and subject to payroll withholding and taxation to the extent that such value exceeds \$5,250 in any calendar year.

The value of any tuition reductions for graduate level courses taken by spouses or dependents will be included in the employee's income and subject to payroll withholding and taxation.

The education benefit is not extended to classes taken at outside institutions nor for private or individualized study classes offered within the University.

Employees classified as temporary are not eligible for this benefit.

3.4.4.2 Council of Independent Colleges Tuition Exchange Program

In addition, after the first year of employment, spouses and legal dependents are eligible for free tuition at participating Council of Independent Colleges (CIC) institutions. See www.cic.org for additional information on the CIC Tuition Exchange Program.

Any employee, employee's spouse and/or dependent who avail themselves of these educational opportunities are responsible to pay for all related fees and to purchase all textbooks required for the courses. Only the tuition is included in these benefits.

The education benefit is not extended to individualized/directed study classes offered within the university. The Office of Human Resources determines the eligibility of spouses and legal dependents.

Saint Louis School Reciprocal Education Benefit Program

Employees of Chaminade who have completed one year of full-time service are eligible for the Saint Louis Reciprocal Education Benefit Program. Dependents of eligible employees may attend Saint Louis School at a 25% discount of the tuition, providing they meet the admission requirements. This benefit includes summer school for male and female dependents. The employee is responsible for paying all related fees and purchasing all textbooks. After eligible employees complete three years of service, this benefit is increased to a 50% discount of the tuition for the year.

Employees hired before March 1, 2009 will be granted 50% discount after one year of employment and 75% discount after three years of employment.

Certification of Eligibility: The Human Resources Manager must certify the employment status of the Chaminade employee seeking to make use of this benefit. For the purpose of this benefit,

dependents include only natural or legally adopted (by employee) children who also reside permanently with the employee.

The requirements are the same as for any other student.

- The student must meet all program entrance requirements
- The academic and disciplinary records must be such as not to be liable to suspension or dismissal

3.4.4.3 Sacred Hearts Academy Tuition Discount Program

Upon completion of one year of employment all full-time employees will be eligible to receive a tuition remission/discount of \$1,000 per academic year for each daughter who attends Sacred Hearts Academy.

The Human Resources Manager will certify the employment status of the Chaminade employee seeking the use of this benefit. For the purpose of this benefit, dependents include natural or legally adopted (by employee) children.

The requirements are the same as for any other student.

- The student must meet all program entrance requirements
- The Chaminade family will work closely with the Admissions Office and the Business Manager to execute the terms of this tuition discount.
- Should the student withdraw or be dismissed from the Academy, the unused prorated discount will be returned to the Sacred Hearts Academy.

3.5 Deductions

The following deductions are made from gross earnings each pay period:

- Federal and State income tax
- Social Security

In addition, the University will make deductions for group health and dental insurance and savings plans as directed by the employee on forms provided by the Human Resources Manager.

3.6 Individual Responsibilities

Since certain privileges are given to each member of the University community, each person is held accountable for their actions as a condition of continued membership in this community.

3.6.1 Intellectual Property

Each person is responsible for recognizing and honoring the intellectual property rights of others. In the case of a dispute, a committee of three faculty members and three members of the administration will be constituted by the President of the Faculty Senate and the President of the University, respectively. The Executive Director for Compliance and Human Resources serves as convener and casts a deciding vote in the case of a tie. The committee will report its findings to the President of the University for action.

Appendix 3.1.18.1 ECS Employee Acknowledgment Form

I understand that all electronic communications systems and all information transmitted by, received from, or stored in these systems are the property of Chaminade University. I also understand that these systems are to be used for University-related purposes any only incidental personal use, and that I have no expectation of privacy in connection with the use of this equipment or with the transmission, receipt, or storage of information in this equipment.

I agree not to use a code, access a file, or retrieve any stored communication unless authorized. I acknowledge and consent to the University monitoring my use of this equipment at any time and at its discretion. Such monitoring may include printing up and reading all e-mail entering, leaving, or stored in these systems, tracking Internet usage, and listening to my voicemail messages in the ordinary course of operations.

Name of Employee [Please print]

Employee's Signature

Date

Name of Chaminade University Witness [Please Print]

Signature of Witness

Date

Appendix 3.1.24.7 Background Screening Consent Form

If employed by the University, I, _____, agree to conform to the guidelines and policies of the University, and understand that my employment is “At Will” i.e. that it is completely voluntary and can be terminated at any time and for any reason by the University or myself with or without advance notice.

I understand and agree that only the President of the University has any authority to enter into any agreement to employ me for any specified period of time or to modify terms and conditions of my employment and such an agreement must be in writing and signed by the President. Any oral representations to the contrary are void.

I understand and consent to authorize Chaminade University to make a full and complete investigation of my personal or employment history and authorize any former employer, person, firm, corporation, school, government agency, or other entity to provide the University with any information of any sort (including fact or opinion) they may have regarding me.

I understand and consent to authorize Chaminade University to perform the following checks: Social Security Number Check, National Criminal Database and Sexual Offenders Database, Drug Screening, State and County Criminal Background Checks, and Employment and Education checks.

I understand and agree that the position I have accepted is contingent on the receipt of satisfactory completion of the previous screening checks.

I understand and agree that employment by the University is contingent on the release of a satisfactory arrest and/or criminal conviction record in accordance with law, and that employment will be determined by the University.

I release the University and all providers of any information from any liability as a result of furnishing and receiving this information.

I understand and agree that all of the foregoing terms and conditions will become part of my employment relationship with the University if I am employed by the University.

I certify that the information contained in this application is true and correct to the best of my knowledge, and understand that any false or misleading statement or omission, whenever discovered, regarding this application is a reason for disqualification from further consideration or for dismissal from employment.

Name of Applicant [Please print]

Applicant’s Signature

Date

Name of Chaminade University Witness [Please Print]

Signature of Witness

Date